

## GENERAL TERMS AND CONDITIONS FOR “STYLE CLUB” COMMUNITY

### 1. PARTICIPATION

Participation in the STYLE CLUB Community, a Customer Loyalty Programme sponsored by Neinver S.A., for users of The Style Outlets and Factory Centres.

Through this personal, non-transferrable loyalty membership, participants will earn points for purchases made in The Style Outlets and Factory centres, which they can redeem for money that will accumulate on a virtual wallet card.

Users may also have access to various kinds of promotions (rewards), including product discounts, exclusive services, birthday gifts, and gifts for reaching certain point levels. Each of these rewards will be unlocked by earning points based on the user’s purchases or interactions in the Centre. A specific breakdown of interactions and the points associated with each of them can be found in the “Points” section typing the specific center website URL followed by /faqs.

To join the loyalty programme, the user must register in the database through the usual channels and choose a LIFEStyler Centre within the user’s private area. To be able to select a LIFEStyler Centre, the user must first have chosen a favourite Centre.

**LIFEStyler Centre** – Centre where the user will enjoy the use of the LIFEStylers CLUB and obtain discounts on purchases, accumulate points by scanning their QR code in shops, and enjoy member benefits.

**Favourite Centre** – The selected centre or centres of interest from which they will get updates about news and discounts. A user can select one, several or all of them and may change this in the preference settings at any time. Users who have not chosen a favourite centre will receive no centre-specific communications and will not be able to select or change their LIFEStyler Centre.

Every user/member will have an account showing their points and a virtual wallet card.

### 2. CANCELLING MEMBERSHIP

Any participant may cancel their membership as follows:

- By emailing notification to [baja@neinver.com](mailto:baja@neinver.com) and attaching their National ID Card or equivalent official document.
- Or in their private area at <https://es-myaccount.thestyleoutlets.com/security>.

At that time, the user will have the right to redeem all accumulated points, as long as they have accumulated at least 150 points available for redemption; once the user submits a membership cancellation notice, if points are not redeemed within 7 calendar days, the user will be understood to have expressly forfeited them.

Neinver S.A.U. reserves the right to justifiably remove any participant who defrauds, alters, or disables the good functioning and the normal and properly established operation of this promotion, and reserves the right to bring legal action against anyone committing any type of acts that could be considered tampering or cheating.

Unsubscribing from the program exclusively entails the loss of any points that have not been redeemed; any promotional balance already generated on the virtual wallet card will be governed by the terms of use and expiry conditions set out in section 5.

### **3. POINTS**

Points can be earned based on the price of purchases made in businesses affiliated with the STYLE CLUB, rounding to whole numbers. So if the fractional part is 0.5 or more, the sum will be rounded up. For instance, 1.5 points = €2. On the other hand, if the fractional part is below 0.5, the sum will be rounded down. For instance, 1.2 points = €1, since the standard conversion is 1 euro = 1 point. Points can also be gained through consumer interactions, which may differ from one centre to another. The user/member may accumulate and redeem points at any The Style Outlets centre (except Halle Leipzig The Style Outlets).

In the section of interactions and the points associated with each of them can be found in the “Style Club” section on website, typing the specific center website URL followed by /faqs.

The user can earn points for purchases in any store of the Centre (affiliated or non-affiliated). Redemption of the accumulated money in the virtual wallet card remains limited to businesses affiliated with Style CLUB and may do so in the following ways:

- \* By taking a photo of the purchase receipt through the app, ensuring that both the receipt header and the section showing purchased items and totals are clearly visible and fully legible.
- \* Manually through the app and when it is required from the user, by adding the fields that are still pending. The user will be able to track the receipts pending validation in the app section > My purchases > My pending receipts. The user may add receipts only within 30 days after the purchase date indicated on the receipt. After those 30 days, it will no longer be possible to earn those points and a “receipt not found” error will appear.

Participation in promotions of any kind that involve the earning of points will require making at least one purchase in any store within the Centre (whether affiliated or non-affiliated) during the promotional period, and in all cases in accordance with these Terms and Conditions.

The app will apply automatic validations and will not allow: (a) adding more than 2 receipts per store per day; (b) adding more than 4 receipts from the same store within a 14-day period; (c) receipts with an amount greater than €150 will require additional validation by the infopoint. These restrictions are applied automatically and definitively in the app; Items (a) and (b) cannot be managed through the Information Point or alternative channels (including WhatsApp), nor will appeals be accepted to claim additional receipts in these cases.

Participants must keep their purchase ticket(s), which may be requested by the Center at any time. They are required to submit it within fifteen (15) calendar days from the date of request. Failure to do so may result in the Center reserving the right to remove the participant from the program and even block the virtual card.

Users who have problems crediting points either in person or on the app should visit the Centre’s information point or by contacting the InfoPoint staff through the WhatsApp channel or sending an email with tickets images to [styleclub@neinver.com](mailto:styleclub@neinver.com)

If a business uses only e-receipts, the user should visit the information point to have the points added manually within **30 days** after the date on the purchase ticket (s) or by contacting the InfoPoint staff through the WhatsApp channel or sending an email with tickets images to [styleclub@neinver.com](mailto:styleclub@neinver.com).

Points expire 6 months after they are received, and it is the customer's responsibility to stay informed and use them before then. The expiry of points is independent of the expiry of the promotional balance or of the virtual wallet card. Transferring or moving points between different accounts or to third parties, regardless of whether they are related to the member, is not allowed under any circumstances, and therefore points can be redeemed only by the Member.

Members whose account has been inactive for 6 months may be removed from the programme without prior notice.

Points can be redeemed only through The Style Outlets app and in blocks of 150 points up to a maximum of €250. Likewise, the maximum amount per receipt eligible for points accumulation will be €8,000. The ratio of euros to points is as follows:

150 points = €5

300 points = €10

450 points = €15

600 points = €20

750 points = €25 and so on.

Once the points are redeemed for promotional balance on the virtual wallet card, such balance will be subject exclusively to the terms of use and expiry conditions set out in section 5.

#### **4. REWARDS**

There are three user levels—FAN, FRIEND and AMBASSADOR—based on the number of points earned, and for each of these levels a set of benefits has been defined that the user can unlock. Upon reaching a new level, the user will be notified automatically of a list of benefits.

A specific breakdown of the benefits for each level can be found at <https://es-myaccount.thestyleoutlets.com/loyalty>.

The user cannot claim benefits from a LIFEtyler centre other than the one they are associated with upon receiving notification that they have reached another level.

Rewards associated with each tier do not generate promotional balance unless expressly stated; only the redemption of points in blocks of 150 points generates balance on the virtual wallet card.

#### **5. VIRTUAL WALLET CARD**

The user can redeem the points available in their account for money on their virtual wallet card when they reach a minimum of 150 points, up to a maximum of €250 (8.000 points; That is, the maximum amount per receipt for points accumulation will be €8.000), always in blocks of 150 points, but must first download this virtual card onto their mobile phone through the native Wallet or Google Pay application.

The card can be used only at Community-affiliated businesses at the user's STYLE CLUB centre, and will expire 4 years after it is issued; Neinver S.A.U. bears no liability for any kind of incidents related to its use.

In order to download the card to the Wallet, the user must not have any other active card in their STYLE CLUB centre. The card may be requested and downloaded by any user registered in the app, with no minimum purchase requirement; however, the user must have registered at least one purchase receipt, have at least 150 points, and have verified their email address via the confirmation link sent during registration.

The user can check the available money through The Style Outlets app, and it will remain there for up to 6 months. If no movements are made within that period from the date the balance is generated, the funds will automatically be returned to the treasury account. The user will be notified by email at 3 months, 1 month and 10 days before the balance expiry.

If a product is returned, only the amount paid through this payment method will be transferred, as it is not possible to receive other sums on this card.

Neinver S.A.U. reserves the right to change the terms and conditions of use at any time without prior notice to the user.

Any tax consequences arising from use of the Card shall be assumed by whoever is liable under applicable law.

Card

Expiry:

The virtual wallet card will automatically expire four years from its date of creation, in accordance with the usual standards applicable to cards issued by electronic money institutions. The expiry affects exclusively the payment instrument and not the user's account. However, the balance associated with this card is a promotional balance of the STYLE CLUB programme and not a bank deposit, and is therefore subject to the terms of use set out herein.

Prior to the expiry date, the user will receive several communications and in-app notifications informing them of the exact date on which the card will cease to be valid. Until the day before that date, the user may generate a new virtual card by tapping the "add to wallet" button. If there is any balance remaining on the card that is about to expire, such balance will be automatically transferred to the user's new virtual card.

If the user takes no action before the expiry date, the card will expire definitively and any existing balance will be lost, as it constitutes non-refundable promotional balance. At that point, the card will be unlinked from the user's wallet.

The expiry of the card does not modify or extend the separate expiry periods applicable to points or to the promotional balance generated from them.

## **6. CHANGES TO THE GENERAL TERMS AND CONDITIONS**

Any possible modification, in whole or in part, of the point-awarding mechanism or of any other promotion, or of the requirements and benefits for using the Virtual Card, may be made by Neinver S.A. by announcing it through the website or through whatever written or electronic means or social media it deems appropriate. These changes, which may be made

without prior notice to the member, shall generate no liability whatsoever on the part of Neinver S.A. Continued use of the card and the exchanging of points implies acceptance of the modifications made.

Businesses affiliated with the loyalty programme may cease their affiliation, which can be communicated through whatever individual or group means are deemed suitable and without that decision giving rise to any liability whatsoever on the part of Neinver S.A.

## **7. LIABILITY**

Neinver S.A.U. accepts no liability under any circumstances for damages of any nature that may arise from causes including but not limited to errors or omissions in content, or unavailability of the portal or app despite having adopted all necessary technological measures to prevent it.

Neinver S.A.U. accepts no liability for the information and content stored in locations including but not limited to forums, chats, blog generators, comments, social media, or any other media that allow third parties to post content online independently. Neinver S.A.U. does, however, make itself available to all users and to public authorities and law enforcement, and cooperates actively in the removal, and where appropriate, the blocking of any content that could affect or violate national or international law, the rights of third parties, or public order and morals. If the user believes that the website includes content that might fit into that category, they are urged to report it immediately to the website's administrator.

The website and app have been checked and tested to ensure their proper functioning. In theory, their proper functioning can be guaranteed 24 hours a day, 7 days a week, all year. Nonetheless, Neinver S.A.U. does not rule out the possibility of programming errors or that access to the website or app might become impossible due to force majeure, natural disasters, strikes, or similar circumstances.

Neinver S.A.U. accepts no liability for any possible problems in the affiliated businesses' application of discounts or for the availability of those businesses' services, and therefore Neinver, S.A.U. and/or the Ownership of the Centre are exonerated from any claim the participant might file.

Regarding the availability of services or discounts, or any other promotion involving third parties, Neinver, S.A.U. shall not be liable to the participant for damages arising from any breach in connection with these third parties' services or actions.

## **8. ACCEPTANCE OF THE GENERAL TERMS AND CONDITIONS**

Mere participation implies acceptance of these Terms and Conditions and of the judgement of Neinver S.A.U. in resolving any issue or incident arising from the promotions or benefits, and it is therefore the case that expressing non-acceptance of all or part of the Terms and Conditions will lead to the participant's exclusion and as a consequence, Neinver, S.A. or the Owner of any affiliated The Style Outlets centre, shall be released from complying with the obligation undertaken towards that participant.

If the LIFEstylers CLUB loyalty programme ceases operation, the user will be notified by email a month in advance. During that period, the user may redeem all their points, and so if the

points are lost, the user shall bear sole liability for it. Once that period ends, the user will no longer be able to claim them.

## 9. COMUNICACION

For reporting any incidents, they can reach out through the channels listed on the Favorite Center's website.

## 10. DATA PROTECTION

Participants' personal data will be handled in compliance with Neinver's Privacy Policy, available typing the specific center website URL followed by /privacy-policy. The outlets will not handle Participants' personal data and shall bear no liability for such information.

## GENERAL TERMS AND CONDITIONS – PREPAID CARD

This document outlines the Terms and Conditions applicable to the use of the Card described herein and issued by PECUNIA CARDS EDE, S.L.U., with Tax ID number B86972346 (hereinafter, "PECUNPAY"), with registered office at Avda. de Bruselas Nº35, 28108 – Alcobendas (Madrid), and registered with the Commercial Registry of Madrid: Volume 32368, Sheet 1, Page M-582661, Entry 1.

PECUNPAY is an Electronic Money Institution (EMI), authorized by the Ministry of Economy and registered with the Bank of Spain under number 6707, with the legal capacity to issue, manage, and operate electronic money and electronic/magnetic payment instruments, as well as provide payment services. It is supervised by the Bank of Spain, located at Calle Alcalá 48, 28014, Madrid.

PECUNPAY acts as the issuer on behalf of its Clients, who provide the USER with the Card as part of their own commercial relationship.

PECUNPAY has designated the following banks as depositories of client funds: Banco de Sabadell S.A., Unicaja Banco S.A., Banco Inversis S.A., and ABANCA Corporación Bancaria S.A., for the management and custody of such funds in relation to its activity as an electronic money issuer.

PECUNPAY provides the USER with the following contact information:

- Teléfono: +34 91 345 78 17 | 900 264 741
- Email de contacto: [atencionalcliente@pecuniacards.es](mailto:atencionalcliente@pecuniacards.es)
- Página Web: <https://pecunpay.es/>

## 1. DEFINITIONS

**Card:** Refers to the prepaid instrument issued by PECUNPAY that allows the USER to make payments against the available electronic money balance, and can be used to purchase goods or services.

**User (USER):** Refers to the natural person who uses the Card in accordance with these Terms and Conditions and agrees to comply with them.

**Named Card:** A Card issued with the USER's personal data linked to it.

**Unnamed Card:** A Card issued without identifying the USER.

**Virtual Card:** A Card issued and managed in a digital format (e.g., wallet, app, mobile, or web).

**Physical Card:** A Card issued in physical (plastic) format containing the necessary identifying data for its use.

**PECUNPAY Client or Client(s):** Refers to the entity or company that contracts PECUNPAY to issue Cards for distribution to USERS and/or third parties.

**Specific Conditions:** Annexed document that outlines the specific features of each program, campaign, or product associated with the Cards, where applicable.

## **2. GENERAL CONDITIONS**

This document sets out the Terms and Conditions governing the use of the Card issued by PECUNPAY (hereinafter, the "Conditions").

The parties agree that the clauses included in this document must be considered as general contractual conditions under the terms of Law 7/1998 of April 13 on General Contracting Conditions.

They also agree that Spanish shall be the governing language for these Conditions, as well as for all communications with the USER.

As the issuer, PECUNPAY has expressly and previously informed the USER of the existence of these General Conditions, which apply to the Card.

The USER expressly declares that they are aware of, understand, and accept these Conditions by submitting the application form (or by signing, activating, downloading, or using the Card). At any point during the contractual relationship, the USER has the right to request and receive a durable copy of these General Terms and Conditions, which will be provided by PECUNPAY and made available to the USER.

The USER declares they are acting on their own behalf and undertakes to provide PECUNPAY with any information, documentation, and graphic materials required under applicable law or contractual obligations.

The USER guarantees the accuracy of the information, documentation, and materials provided to PECUNPAY.

### **PRIORITY OF CONTRACTUAL TERMS**

In accordance with Royal Decree-Law 19/2018 of November 23 on payment services and other urgent financial measures (hereinafter, "RDL 19/2018"), and subsidiarily with Royal Legislative Decree 1/2007 of November 16 (approving the General Law for the Defense of Consumers and Users – "LGDCU"), the following definitions apply:

- A "consumer" is understood to be a natural person acting for purposes outside their trade, business, or profession.
- A "non-consumer" is a USER acting within the scope of their business or professional activity when entering into this contract.

If the USER is considered a "non-consumer," and where allowed under applicable payment services legislation, the provisions of these Conditions shall prevail over the general legal regime.

### **3. ACCEPTANCE AND ENTRY INTO FORCE**

Signing these Conditions, using, possessing, activating, downloading, submitting the request form, or acquiring the Card implies the USER's full acceptance of these General Conditions, which form the framework agreement between PECUNPAY and the USER.

Where applicable, these General Conditions shall be complemented by Specific Conditions that apply to each program, product, or acceptance network. Therefore, acceptance of these General Conditions also implies acceptance of the Specific Conditions for the type of Card acquired, forming an integral part of this Contract.

### **4. MODIFICATION OF THE GENERAL CONDITIONS**

PECUNPAY reserves the right to modify the Conditions set forth in this Contract.

Any changes will be published on the PECUNPAY website and, in addition, will be communicated via email to both the PECUNPAY Client and the USER, using the contact email address provided, if applicable. However, such changes will not take effect until sixty (60) calendar days after the communication is sent (hereinafter, the "Effective Date of the New Conditions").

During this period, the USER may cancel their Card immediately and free of charge.

If the new conditions are favorable to the USER, PECUNPAY may apply them automatically after publishing them on its corporate website.

If the USER disagrees with the new conditions, they may terminate the Contract by notifying PECUNPAY through the channels indicated in these Conditions or in the applicable Specific Conditions. Such objection must be submitted before the Effective Date of the New Conditions in order for them not to apply.

If the USER fails to notify PECUNPAY of their disagreement before the effective date, the USER will be deemed to have accepted the modification.

### **5. SUSPENSION**

PECUNPAY may temporarily suspend the Card for security reasons, due to missing documentation (if previously requested), or in cases of suspected unauthorized or fraudulent use by the USER, or in any other expressly defined scenario.

Once the reasons for the suspension no longer apply, the Card will be reactivated in accordance with applicable regulations and operational procedures.

## **6. CARD CANCELLATION**

### **- Voluntary cancellation by the USER**

The USER may request cancellation of the Card in accordance with the Specific Conditions applicable to each case or as instructed by the PECUNPAY Client.

### **- Voluntary cancellation by PECUNPAY**

PECUNPAY may cancel Cards with a minimum notice of sixty (60) calendar days, without providing any specific reason.

### **- Cancellation for cause**

Either party may cancel the Card if the other party breaches any of the agreed conditions.

In addition, PECUNPAY may cancel the Card for:

- Security reasons
- Lack of required documentation
- Suspicion of unauthorized or fraudulent activity

Any applicable reimbursements will be processed in accordance with Clause 14: Reimbursement.

## **7. PURPOSE AND NATURE OF THE CARD**

The Card subject to this Agreement is a prepaid payment instrument based on electronic money, in accordance with Law 21/2011 of July 26 on electronic money, which allows the USER to make payments up to the available balance. The issued Card remains the exclusive property of PECUNPAY.

Cards may be issued in virtual or physical format, and may be named or unnamed, depending on the Specific Conditions.

The Card does not constitute a payment account and does not allow cash withdrawals, transfers to other payment instruments, or partial/full reimbursements—except in legally required cases.

The Card is non-reloadable and cannot be recharged by the USER.


Cards are non-transferable, unless otherwise expressly indicated.


Cards may be used as part of loyalty, promotional, incentive or rewards programs, among others.

## 8. SCOPE OF USE AND MODALITY

Cards may be enabled for use as follows:

- In physical stores: to initiate payment transactions for goods or services in physical establishments that accept MASTERCARD or VISA, and have a compatible POS (Point of Sale) terminal.
- The Card may also allow for other types of transactions, as long as they are enabled by PECUNPAY, with the USER's prior knowledge and consent.

 Use of the Card may be restricted to a specific network of merchants or services. This follows the limited network exclusion defined in Directive (EU) 2015/2366 (PSD2) and its transposition into Spanish law: Article 4.k) 1º of Royal Decree-Law 19/2018 on payment services.

 Details such as the acceptance network, territorial scope, validity period, delivery method, and maximum balance or usage limits will be defined in the applicable Specific Conditions

## 9. LIMITATIONS OF USE

The Card must not be used for illegal activities, fraudulent transactions, or any operations contrary to anti-money laundering and anti-terrorist financing regulations.

If the Card is limited to a specific merchant network in the Specific Conditions, the USER must not use it outside of that network.

PECUNPAY reserves the right to suspend or cancel the Card in case of: Misuse, Suspicion of money laundering or terrorist financing, Fraud, Violation of any applicable regulation that could pose a risk.

## 10. FUNCTIONING AND ACTIVATION

The instructions for use, activation, and, where applicable, registration of the Card will be provided to the USER either: together with the Card, through the designated website/app, or via additional information included in the applicable Specific Conditions.

## 11. VALIDITY AND EXPIRATION

Each Card will have a defined and limited validity period, which will be indicated:

- directly on the Card itself at the time of issuance, or
- in the Specific Conditions provided to the USER.

Once the validity period has expired:

- The Card will no longer be operational.

- Any unused balance will be canceled, unless a refund is legally required, contractually agreed, or otherwise applicable.

In some cases, the availability period of the balance may differ from the Card's actual validity period, as defined in the Specific Conditions.

## **12. BALANCE CONSULTATION AND USAGE**

The USER may check the available balance and transaction history through: the app, the website, the wallet or any other method made available depending on the Card format and technology.

Each payment transaction will be automatically and immediately deducted from the available balance. It is not allowed to use the Card for an amount exceeding the available balance.

## **13 RIGHT OF WITHDRAWAL**

The Card is issued by PECUNPAY on behalf of the PECUNPAY Client under a contract between both parties and is delivered to the USER either for free or as part of a promotional, loyalty, or similar program.

Unless otherwise stated, PECUNPAY does not have a direct commercial relationship with the USER, nor does it manage any top-up or receive funds from the USER. Therefore, the right of withdrawal regulated by Royal Legislative Decree 1/2007, of November 16 (General Law for the Protection of Consumers and Users) does not apply to PECUNPAY in this case.

This does not affect any rights the USER may have against the PECUNPAY Client or other third parties, if applicable.

## **14. REIMBURSEMENT**

The Card is issued by PECUNPAY on behalf of the PECUNPAY Client and delivered to the USER either for free or as part of a promotional, loyalty, or similar program.

Unless otherwise agreed:

- PECUNPAY does not manage the top-up, nor does it receive funds from the USER.
- Therefore, PECUNPAY is not responsible for reimbursing the available balance to the USER.

Any applicable reimbursement, if allowed, should be claimed from the PECUNPAY Client or third parties, as appropriate.

## **15. CUSTODIA, BLOQUEO, PÉRDIDA O USO INDEBIDO**

The USER is responsible for the safekeeping and diligent use of the Card. PECUNPAY is not liable for unauthorized use in cases where the USER loses control of the Card.

Unless otherwise stated, unnamed Cards cannot be blocked or recovered in the event of loss, deletion from the device, or if they are used fraudulently or improperly, resulting in the permanent loss of the balance.

In the case of named Cards, the USER must report any incident to PECUNPAY in accordance with the provisions of the clause "USER Obligations". Additionally, authentication, blocking, and recovery measures may apply if foreseen in the applicable Specific Conditions.

## **16. LIMITS**

The maximum balance that may be stored on the Cards is one hundred and fifty (150) euros, unless a different amount is established in the applicable Specific Conditions or agreed otherwise between the PECUNPAY Client and PECUNPAY by express and signed agreement.

## **17. USER OBLIGATIONS**

- The USER agrees to comply with the usage conditions set forth in this Agreement and, in general, to use the Card in accordance with the applicable terms and conditions governing its issuance and use.
- The USER also agrees to fulfill all obligations arising from this Agreement and shall be liable to PECUNPAY for any breach of these obligations.
- The USER is responsible for ensuring the accuracy of the information provided and for keeping their personal data up to date, where applicable.
- The USER shall respond in a timely and proper manner to any requests made by PECUNPAY, if necessary.
- The USER must use only secure devices to access the application.
- The USER undertakes to maintain a minimum level of security by applying available patches and updates as required.
- The USER is solely responsible for the security and safekeeping of the Card. They must take all necessary precautions to prevent loss, theft, fraudulent use, misappropriation, or counterfeiting of the Card.
- In such cases, the USER must immediately block the Card via the relevant mobile application and notify PECUNPAY through the contact details provided on the PECUNPAY website or by writing to [atencionalcliente@pecuniacards.es](mailto:atencionalcliente@pecuniacards.es)

If the Card includes a designated space for a signature, the USER must sign it immediately upon receipt. Upon expiration or replacement of the Card, the USER must destroy it or return it to PECUNPAY by sending it via regular mail to the following address: Avda. de Bruselas N°35, 28108, Alcobendas (Madrid).

PECUNPAY reserves the right to take appropriate action in the event of a breach of any of the above obligations.

## **18. PECUNPAY OBLIGATIONS**

- PECUNPAY undertakes to cancel expired Cards as well as those reported as destroyed, lost, or stolen.
- PECUNPAY shall protect the USER's personal and financial data using advanced security measures and shall prevent the use of the payment instrument once the USER has reported its loss, theft, or unauthorized use, where applicable.
- PECUNPAY guarantees that adequate and free communication channels will be available at all times so the USER can report the loss, theft, misappropriation, or unauthorized use of the payment instrument, when applicable.
- PECUNPAY will notify the USER of any security incidents that directly affect their data, confidentiality, or cause any harm. Additionally, such incidents will be reported to the relevant authorities where legally required.
- PECUNPAY shall comply with all obligations arising from this Agreement.

## **19. FEES AND CHARGES**

The issuance and use of the Card shall not incur any fees or charges for the USER, unless otherwise expressly indicated. However, if optional fees are applicable (such as for physical delivery, card replacement, etc.), they will be communicated at the time of contracting and prior to use.

## **20. FUNDS SAFEGUARDING**

PECUNPAY declares that the funds deposited are safeguarded in accordance with the legal requirements established in Article 21.1 a) of Royal Decree-Law 19/2018, of November 23, on payment services and other urgent financial measures.

PECUNPAY expressly states and undertakes that such funds shall not be mixed at any time with the funds of any other natural or legal person who is not a client of its payment services.

The USER is also informed that PECUNPAY has appointed the following institutions as depository banks for client funds: Banco Sabadell S.A., Unicaja Banco S.A., Banco Inversis S.A., and ABANCA Corporación Bancaria S.A., for the management and safekeeping of these funds in connection with its activity as an electronic money issuer.

## **21. LIABILITY AND DISCLAIMER**

The USER is informed that PECUNPAY acts as an electronic money issuer pursuant to Law 21/2011, issuing the Card on behalf of its Clients, who are responsible for delivering the Card to the USER under the terms of their own commercial agreement.

As such, PECUNPAY is responsible for the technical functioning of the payment instrument.

However, PECUNPAY is not responsible for the terms and conditions of the loyalty or promotional program in which the Card is included (such as points, rewards, access, or discounts), especially when these depend on a third party or the PECUNPAY Client.

PECUNPAY, without prejudice to any preventive measures it may adopt, disclaims liability in cases where any of the affiliated merchants refuse to accept the Card.

PECUNPAY is also not responsible for any disputes or liabilities arising from transactions carried out between the USER and a merchant.

PECUNPAY explicitly excludes from its scope the Visa Global Zero Liability Policy, adhering instead to the applicable European regulations.

PECUNPAY shall not be held liable if the Card is not accepted by merchants that are not part of the authorized network or outside the designated scope of use.

## **22. NOTIFICATIONS**

All communications, notifications, and documentation required under this Agreement shall be addressed to the USER at the physical address and/or email address they have provided, where applicable.

Any communications from the USER to PECUNPAY must be sent by email to: [atencionalcliente@pecuniacards.es](mailto:atencionalcliente@pecuniacards.es) or by post to the following address: Avda. de Bruselas Nº35, 28108, Alcobendas (Madrid).

The USER is responsible for notifying PECUNPAY of any changes to their address, email, phone number(s), or any other personal data previously provided. The USER shall be liable for any losses resulting from the use of invalid, incorrect, or outdated information.

## **23. CUSTOMER SERVICE AND COMPLAINTS HANDLING**

### *Customer Service*

If the USER needs to make an operational inquiry, report an incident, or request technical assistance related to PECUNPAY's products and/or services, they may do so by contacting: [atencionalcliente@pecuniacards.es](mailto:atencionalcliente@pecuniacards.es)

### *Complaints Handling*

If the USER believes that PECUNPAY has breached any legal or contractual obligation, or if Customer Service has not resolved the reported issue satisfactorily, they may file a complaint with PECUNPAY's Customer Service Department.

To this end, PECUNPAY provides a complaint form available on its website, which can also be requested by email at [servicioatencioncliente@pecuniacards.es](mailto:servicioatencioncliente@pecuniacards.es). The completed form must be

submitted by email to the same address or by post to: Avenida de Bruselas Nº35, 28108 – Alcobendas, Madrid.

The USER has up to two years from the date on which they became aware of the events giving rise to the complaint to file it. Complaints submitted after this period will not be processed.

PECUNPAY has a maximum of 15 business days from the date of receipt to issue a response. In exceptional cases, if PECUNPAY is unable to respond within this period due to reasons beyond its control, it will issue a provisional reply explaining the delay and indicating when the USER can expect a final response. In any case, the final response shall be issued within one month.

PECUNPAY is not affiliated with any Consumer Arbitration Board.

Finally, the USER is informed that, if they are not satisfied with the resolution or if PECUNPAY has not responded within the period, they may file a complaint with the Bank of Spain's Complaints Service: Banco de España (Departamento de Conducta de Entidades), C/ Alcalá, 48, 28014, Madrid. <https://cliente bancario.bde.es/pcb/en/>

However, if the USER is classified as a consumer, they may not file a complaint with the Bank of Spain's Complaints Service if more than one year has passed since submitting their complaint to PECUNPAY's Customer Service Department.

This clause has been drafted in accordance with PECUNPAY's Customer Ombudsman Regulations, which are available on the corporate website.

## **24. PERSONAL DATA PROTECTION**

In compliance with Regulation (EU) 2016/679 (General Data Protection Regulation – GDPR), Organic Law 3/2018 on the Protection of Personal Data and Guarantee of Digital Rights (LOPDGDD), and other applicable legislation, the USER is informed that PECUNIA CARDS EDE S.L.U., with tax ID B86972346 and address at Avenida de Bruselas Nº35, 28108 - Alcobendas, Madrid, is the data controller for their personal data.

PECUNPAY has appointed a Data Protection Officer (DPO), who can be contacted for any questions or requests related to personal data processing at [datosdpo@minsait.com](mailto:datosdpo@minsait.com).

If the Card is a named card, the USER's personal data (such as identifying information, card-related data, and communication records with PECUNPAY) will be processed by PECUNPAY for the following purposes: management of the contractual relationship, notification of any incidents, communication of changes to the Conditions or matters affecting Card use, and to send commercial communications related to similar PECUNPAY products or services, based on legitimate interest and contractual execution.

The USER's data will be kept for the duration of the contractual relationship and thereafter for the time required to comply with legal obligations and the statute of limitations for possible liabilities. In particular, data will be kept blocked for ten years in accordance with anti-money laundering and anti-terrorism financing laws, after which it will be securely deleted.

If the Card is unnamed, PECUNPAY does not foresee direct processing of personal data, except where communication is needed to manage incidents, in which case data may be processed under legal obligation.

#### Data Sharing

In the case of a named Card, the USER's personal data may be shared with third parties such as entities linked to the financial sector and card processing companies, for the purpose of managing the operation of our terminals, as well as for ensuring secure customer authentication processes. Likewise, the data may be accessed by third-party service providers of PECUNPAY, with whom PECUNPAY has signed the appropriate data processing agreements, thereby ensuring a lawful and secure handling of the information. These providers may include consulting firms, personal data verification entities, external technology service providers, and similar entities, where necessary for the management of the contractual relationship.

Additionally, the USER's data may be disclosed to public authorities, official agencies, judicial bodies, or law enforcement authorities to comply with legal obligations and to ensure the enforcement of any contractual duties, always within the scope of the powers legally granted to such authorities. Such disclosures may also occur within the framework of anti-money laundering and counter-terrorism financing regulations. These communications may be made to authorities and official bodies located both inside and outside the European Union ("EU") and the European Economic Area ("EEA"), in compliance with the aforementioned purposes.

If the USER wishes to benefit from offers and promotions made available through the use of our services, their data may be transferred to the entity with which PECUNPAY has signed an agreement to provide such offer and/or specific service. This transfer shall be made solely for the purpose of managing access to, enjoyment of, and/or provision of the relevant offer, promotion, and/or service. Such transfer shall only occur if the USER has requested or accepted to participate in the offer or benefit from the corresponding service, in which case the USER's consent constitutes the legal basis legitimizing the communication of the data. In any case, the USER will be informed in advance of the identity of the receiving entity and the essential details of the corresponding data processing.

If the Card is not named, no data transfers or communications of personal data are foreseen.

#### Exercise of Rights and Claims before the Data Protection Authority (Spanish Data Protection Agency – "AEPD")

The USER may exercise their rights of access, rectification, objection, erasure, restriction, data portability, and objection to automated decision-making by contacting PECUNPAY's Data Protection Officer in writing, either by post to Avda. de Bruselas Nº35, 28108, Alcobendas (Madrid), or by email to [datosdpo@minsait.com](mailto:datosdpo@minsait.com). In any case, the USER must verify their identity by including a copy of their national ID or equivalent identification document.

If the USER believes that their rights have not been properly respected, or that PECUNPAY has failed to comply with its obligations regarding the protection of personal data, they have the right to file a complaint with the **Spanish Data Protection Agency (AEPD)** via <https://www.agpd.es>

For more information on the processing of personal data, the USER may consult PECUNPAY's Privacy and Data Protection Policy, available on the corporate website.

## **25. ANTIMONEY LAUNDERING AND COUNTER-TERRORISM FINANCING**

As an Electronic Money Institution, PECUNPAY is subject to and complies with the current legislation on the prevention of money laundering and the financing of terrorism, particularly Law 10/2010 of April 28 on the prevention of money laundering and terrorist financing, along with its implementing regulations and any other applicable legal provisions.

PECUNPAY shall apply all necessary measures to prevent money laundering and terrorist financing in accordance with the applicable regulations. In doing so, it may request additional information, limit, block, or cancel the Card, and disclose information to the competent authorities when legally required.

## **26. USE OF THE CARD ABROAD**

If there are specific conditions regarding the use of the Card abroad, such details shall be outlined in the Specific Conditions applicable to the relevant program or product.

## **27. RECORDING OF COMMUNICATIONS**

The USER authorizes PECUNPAY to record, by magnetic, computer-based, electronic, or other means, all data, inquiries, contractual details, and transactions carried out through any of the non-face-to-face services. The USER may request a copy of such records from PECUNPAY.

## **28. SPECIFIC CONDITIONS**

Each Card may be issued under specific conditions depending on the program, the PECUNPAY Client, or the acceptance network. These Specific Conditions shall supplement or adapt the provisions of this document and will be made available to the USER at the time of delivery or prior to the activation of the Card.

## **29. LEY APLICABLE Y SOMETIMIENTO A FUERO**

These Conditions shall be interpreted and enforced according to their terms and, in matters not expressly covered herein, shall be governed by the applicable Spanish legislation, which shall define the obligations and responsibilities of the parties.

The parties submit to the jurisdiction of the Courts and Tribunals of Madrid Capital for any disputes regarding the interpretation, performance, or execution of this Agreement, expressly waiving any other jurisdiction that may apply, except in cases where the USER is considered a consumer. In such cases, the applicable rules on jurisdiction set forth in current legislation shall prevail.

In particular, Article 29 of the Spanish Law on Information Society Services (LSSI) establishes that: "Contracts concluded electronically involving a consumer shall be presumed to have been

entered into at the place of the consumer's habitual residence. Electronic contracts between professionals or businesses shall, in the absence of an agreement to the contrary, be presumed to have been concluded at the place where the service provider is established."

Additionally, Article 54 of the Spanish Civil Procedure Law (LEC) provides that:

"Express submission shall not be valid in contracts of adhesion, or those containing general conditions imposed by one of the parties, or those entered into with consumers or users."

This is consistent with Royal Legislative Decree 1/2007 of November 16, which approves the consolidated text of the General Law for the Protection of Consumers and Users and other complementary laws ("TRLGDCU").

### **SPECIFIC CONDITIONS – "CLUB LIFEStylers" LOYALTY CARD – NEINVER S.A.U.**

These specific conditions (hereinafter, the "Specific Conditions") govern the terms of issuance and use of the virtual prepaid cards (hereinafter, the "Card") issued by PECUNIA CARDS EDE S.L.U. (hereinafter, "PECUNPAY") within the framework of the loyalty program named "CLUB LIFEStylers" for users of The Style Outlets and Factory Centers, promoted by NEINVER S.A.U. (hereinafter, "NEINVER"), under the contractual relationship between the parties and in accordance with PECUNPAY's current General Conditions.

#### **1. NATURE OF THE CARDS**

The Card is a virtual prepaid card, non-nominative and non-reloadable by the USER, with limited validity and usage as specified in this document.

The Card is not linked to a payment account and does not allow cash withdrawals or transfers to third parties.

#### **2. ISSUANCE**

The Card is integrated with Wallets (Google Pay / Apple Wallet), following the rules and requirements defined by NEINVER. The Card is stored digitally on the USER's mobile device through Google Pay or Apple Wallet, after being downloaded from the program's app (The Style Outlets app).

Each USER may request a maximum of three (3) Cards per year.

#### **3. VALIDITY AND DURATION**

The Card shall be valid for four (4) years from the date of issuance.

The available balance will be visible in the app/wallet and will remain accessible for twelve (12) months from the date it is generated. After this period, the Card will remain valid until its expiration date, although the balance will no longer be visible in the app.

After the four-year period from the date of issuance, the Card will be automatically cancelled, and any unused balance will be considered expired and non-reclaimable by the USER from PECUNPAY.

#### **4. AMOUNTS, LIMITS AND FUND LOADING**

The maximum annual amount available on the Card is €250.

Funds are loaded exclusively by NEINVER, not by the USER or PECUNPAY.

Loading is carried out by NEINVER through the points conversion system established under the program.

The Card cannot be reloaded or linked to any additional funds outside of the loyalty program's point conversion system.

## **5. BALANCE CONSULTATION AND MANAGEMENT**

The Card is digitally stored on the USER's mobile device via Google Pay or Apple Wallet, after downloading it from the app.

The balance and transaction history of the Card may be checked via The Style Outlets app and/or the Wallet application.

## **6. USAGE RESTRICTIONS**

The Card may only be used to pay for goods or services in the stores affiliated with the selected The Style Outlets center (those participating in the LIFEstylers loyalty program), as chosen by the USER as their "LIFEstyler Center".

It may not be used outside this network, nor for online purchases or at non-affiliated merchants.

This instrument is covered by the limited network exclusion under Article 3.k) of Directive (EU) 2015/2366 (PSD2) and its transposition into Spanish law, specifically Article 4.k) 1º of Royal Decree-Law 19/2018, of 23 November, on payment services and other urgent financial measures.

The Card is non-transferable and does not allow balance transfers or assignment between users.

## **7. RESPONSIBILITIES**

PECUNPAY is responsible solely for the correct issuance, technical operation, and maintenance of the Card as an electronic money instrument.

NEINVER is responsible for managing the program, handling point conversion and fund loading, communication with USERS, and defining participating stores and promotional conditions.

The USER is responsible for safeguarding and properly using the Card. In case of loss, misuse, or removal from the Wallet, recovery or replacement is not guaranteed.

## **8. RIGHT OF WITHDRAWAL**

In accordance with Royal Legislative Decree 1/2007, of 16 November, approving the consolidated text of the General Law for the Protection of Consumers and Users and other complementary laws ("TRLGDCU"), the right of withdrawal does not apply to this instrument with respect to PECUNPAY, as no consumer contract exists between the USER and PECUNPAY. The Card is a promotional product not purchased directly by the USER from PECUNPAY and is limited to use within a restricted merchant network.

## **9. REFUNDS AND EXPIRATION OF FUNDS**

The USER is informed that PECUNPAY neither owns nor controls the funds associated with the Card.

Without prejudice to the provisions of the General Conditions, no refunds will be issued to the USER. The Card does not support full or partial refunds.

If a product purchased with the Card is returned, the amount will be refunded, where applicable, to the same Card, in accordance with the conditions set by NEINVER and the participating store.

PECUNPAY is not responsible for managing points or handling USER claims related to promotions, discounts, or program terms.

## **10. CANCELLATION AND TERMINATION**

The USER may cancel their Card:

- By sending an email to [baja@neinver.com](mailto:baja@neinver.com) and attaching their ID card or equivalent official document.
- Through their private area at: <https://es-myaccount.thestyleoutlets.com/security>

## **11. COMMUNICATION AND SUPPORT**

For inquiries or issues related to balance, points, promotions, app use, card validity, cancellation or termination, loss, or theft, the USER must contact the LIFEstylers program's customer service channel: [styleclub@neinver.com](mailto:styleclub@neinver.com)

Questions and issues directly and exclusively related to the Card as a payment instrument may be addressed to PECUNPAY's Customer Service at: [atencionalcliente@pecuniacards.es](mailto:atencionalcliente@pecuniacards.es)

## **12. DATA PROTECTION**

The USER is informed that this Card does not require the direct processing of personal data by PECUNPAY, as it is a non-nominative payment instrument. For more information, refer to the data protection clause in the General Terms and Conditions and PECUNPAY's Privacy Policy available at: [pecunpay.es/politica\\_privacidad.html](https://pecunpay.es/politica_privacidad.html)

Personal data associated with the loyalty program are processed by NEINVER S.A.U. as follows: "The personal data of participants will be processed in accordance with Neinver's Privacy Policy, available by entering the specific URL of the center's website followed by /politica-de-privacidad. The outlets will not manage participants' personal data and will not assume any responsibility for such information."

## **13. TAXATION**

PECUNPAY does not intervene in the tax implications of the incentive received by the USER.

Any tax consequences arising from the use of the Card shall be the responsibility of NEINVER or the USER, in accordance with applicable legislation.

## **14. MODIFICATIONS**

PECUNPAY may modify these Specific Conditions for legal, technical, or operational reasons, with prior notice to the USER. Under no circumstances shall such modifications affect the USER's legally recognized rights.