

# GENERAL TERMS AND CONDITIONS OF USE FOR SODEXO LUNCH PASS CARDHOLDERS

These terms and conditions define the rights and obligations of SODEXO PASS and the CARDHOLDER for each TRANSACTION carried out by the CARDHOLDER using the SODEXO LUNCH PASS CARD. These terms and conditions must be read before performing a TRANSACTION with the SODEXO LUNCH PASS CARD. Whenever the CARDHOLDER uses his or her SODEXO LUNCH PASS CARD, he or she accepts these terms and conditions of use.

## ARTICLE 1: DEFINITIONS SODEXO ACCOUNT

The personal database on which the balance of the electronic vouchers for the respective CARDHOLDER is deposited, filed and managed by SODEXO PASS. The respective CARDHOLDER may only use the electronic vouchers to pay for a service or a good in accordance with the applicable statutory provisions.

## SODEXO LUNCH PASS CARD

Individual and personal support for electronic vouchers such as meal vouchers.

## PIN CODE

Personal code linked to the SODEXO LUNCH PASS CARD which the CARDHOLDER must enter on the secured keyboard of the TERMINAL in order to validate the TRANSACTION when so requested by the TERMINAL.

## SODEXO ID

Unique identifier granted to each SODEXO LUNCH PASS CARDHOLDER. The SODEXO ID allows the CARDHOLDER to create an account on the MySodexo Luxembourg mobile app.

## CARDHOLDER

The person whose name and card number are printed on the SODEXO LUNCH PASS CARD and who is the only person authorised to use the SODEXO LUNCH PASS CARD.

## TERMINAL

The card reader and accompanying accessories facilitating TRANSACTIONS with the SODEXO LUNCH PASS CARD at the point of sale of the affiliate businesses. This TERMINAL must be certified by a competent inspection body.

## TRANSACTION

The establishment of a connection between a terminal and the central transactional processing computer, in order to execute the payment of a purchase using the SODEXO LUNCH PASS CARD via a scheme that allows for an electronic TRANSACTION. All other functionalities are programmed in accordance with the applicable legislation relating to the goods and/or services that may be accepted.

## AUTHORISATION CODE

This code indicates to the terminal that the SODEXO LUNCH PASS CARD can be accepted, provided that the relevant affiliated point of sale simultaneously complies with all control obligations governing the acceptance of the SODEXO LUNCH PASS CARD. The AUTHORISATION CODE signifies only that no restriction has been placed on the SODEXO LUNCH PASS CARD at that moment, that the balance of electronic vouchers has not been exceeded, and that the period of validity of the SODEXO LUNCH PASS CARD has not elapsed. Obtaining an AUTHORISATION CODE does not necessarily imply that the TRANSACTION performed and paid with the SODEXO LUNCH PASS CARD is valid or that the person who is presenting the SODEXO LUNCH PASS CARD is the legitimate CARDHOLDER.

## BALANCE AVAILABLE ON THE SODEXO ACCOUNT

The remaining number of electronic vouchers available on the CARDHOLDER's SODEXO ACCOUNT when the CARDHOLDER checks his or her balance.

## CARD STOP

To definitively block a SODEXO LUNCH PASS CARD, the CARDHOLDER should contact the SODEXO PASS CONSUMER SERVICE as soon as possible: by emailing [consumers.lu@sodexo.com](mailto:consumers.lu@sodexo.com) or by calling +352 26 109 420. In the event of loss, the card can also be temporarily suspended via the MySodexo Luxembourg mobile app.

## SODEXO PASS CONSUMER SERVICE

Help service available to SODEXO LUNCH PASS CARDHOLDERS to help them use the SODEXO LUNCH PASS CARD and unblock it in the event of incorrect PIN CODE entry. It can also assist in the event of a defect in the SODEXO LUNCH PASS CARD or PIN CODE, communication problems with the SODEXO LUNCH PASS CARD, PIN CODE and/or SODEXO ID, in the event of loss, theft, fraud, abuse or unlawful use of the SODEXO LUNCH PASS CARD. It can be reached by emailing [consumers.lu@sodexo.com](mailto:consumers.lu@sodexo.com) or by calling +352 26 109 420 from Monday to Friday, from 8:00 to 17:00.

## ARTICLE 2: ASSIGNING AND RECEIVING SODEXO LUNCH PASS CARD, PIN CODE and SODEXO ID

**2.1** SODEXO PASS determines whether to assign a SODEXO LUNCH PASS CARD or not at the employer's request. The SODEXO LUNCH PASS CARD is delivered in a separate mail from the PIN CODE and the SODEXO ID in order to comply with all security measures.

**2.2** The SODEXO LUNCH PASS CARD is inactive when delivered. To activate it, the CARDHOLDER can do so directly via the MySodexo Luxembourg mobile app, or he or she can contact the SODEXO PASS CONSUMER SERVICE.

**2.3** The SODEXO LUNCH PASS CARD is valid for 4 years.

**2.4** SODEXO makes the electronic vouchers available to the CARDHOLDER on the SODEXO ACCOUNT as instructed by the CARDHOLDER's employer, at the latest on the start date of the validity of the electronic vouchers as indicated by the CARDHOLDER's employer, and provided that SODEXO has received payment for the ordered face value and related services.

**2.5** For any questions concerning the use of the SODEXO LUNCH PASS CARD, the CARDHOLDER may contact the SODEXO PASS CONSUMER SERVICE or consult the FAQ section of the MySodexo Luxembourg mobile app made available to them.

## ARTICLE 3: TRANSACTIONS WITH THE SODEXO LUNCH PASS CARD

**3.1** Electronic vouchers may only be used by the CARDHOLDER to pay for a service or product permitted by the applicable legislation, within the territory of the Grand Duchy of Luxembourg. TRANSACTIONS performed by the CARDHOLDER are irreversible.

**3.2** SODEXO PASS will only execute TRANSACTIONS submitted to points of sale affiliated with the SODEXO LUNCH PASS CARD acceptance network (network available on the Store Locator of the MySodexo Luxembourg mobile app). Every TRANSACTION is processed online.

**3.3** Electronic vouchers will be valid for 1 year from the date of loading. Precedence is always given to the electronic vouchers having the shortest validity.

**3.4** The use of the PIN CODE is considered by SODEXO PASS as the CARDHOLDER's consent to the TRANSACTION in question. The electronic journals or equivalent TERMINALS registering the use of the SODEXO LUNCH PASS CARD in combination with the PIN CODE are proof that the TRANSACTION took place and that the CARDHOLDER agreed to it, provided SODEXO shows that there were no technical disruptions in processing the TRANSACTION. The CARDHOLDER may make a TRANSACTION using the contactless payment functionality of the SODEXO LUNCH PASS CARD, in accordance with the terms and conditions applicable to such contactless use as communicated via the MySodexo Luxembourg mobile app. To activate contactless payment, he or she will have to make an initial transaction using the PIN CODE linked to his or her SODEXO LUNCH PASS CARD. Consequently, each contactless payment TRANSACTION will be considered as explicitly accepted by the CARDHOLDER.

**3.5** If an incorrect PIN CODE has been entered three consecutive times for one TRANSACTION, the SODEXO LUNCH PASS CARD is rendered unserviceable. The SODEXO LUNCH PASS CARDHOLDER should then contact the SODEXO PASS CONSUMER SERVICE.

**3.6** The use of the SODEXO LUNCH PASS CARD is free of charge for the CARDHOLDER. If the SODEXO LUNCH PASS CARD is lost or stolen, the CARDHOLDER's employer is charged for the cost of issuing a new SODEXO LUNCH PASS CARD.

**3.7** The CARDHOLDER can check the balance of the remaining electronic vouchers as follows: by calling +352 26 109 420 (balance enquiry is free except for call costs) or via the MySodexo Luxembourg mobile app. If one or more electronic voucher(s) has(have) not been used before the expiry of its (their) validity period, the electronic voucher(s) is(are) definitively lost and the CARDHOLDER cannot claim any compensation in this respect, nor demand any compensation from SODEXO PASS.

**3.8** If the SODEXO LUNCH PASS CARD, PIN CODE or SODEXO ID is defective (PIN CODE and SODEXO ID on the mail are illegible), the CARDHOLDER must immediately inform the SODEXO PASS CONSUMER SERVICE.

**3.9** In the event that the envelope containing the SODEXO LUNCH PASS CARD or the PIN CODE and the SODEXO ID is no longer sealed at the time of delivery, or if the PIN CODE and/or the SODEXO ID are no longer secret, the SODEXO LUNCH PASS CARDHOLDER shall immediately inform the SODEXO PASS CONSUMER SERVICE.

## ARTICLE 4: CARDHOLDER'S OBLIGATIONS AND LIABILITY

**4.1** The confidential nature of the PIN CODE and the SODEXO ID is ensured both when the SODEXO LUNCH PASS CARD is issued and every time it is used, as long as the CARDHOLDER meets his or her obligation of confidentiality.

**4.2** The CARDHOLDER shall take reasonable steps to ensure the security of their SODEXO LUNCH PASS CARD, PIN CODE and SODEXO ID. The CARDHOLDER also agrees not to leave the SODEXO LUNCH PASS CARD, PIN CODE and SODEXO ID within the reach of or at the disposal of a third party. He or she is also responsible for ensuring that any theft, loss or misuse of the SODEXO LUNCH PASS CARD can be immediately detected.

**4.3** As soon as the loss, theft or misuse of the SODEXO LUNCH PASS CARD is discovered, the CARDHOLDER must notify the SODEXO PASS CONSUMER SERVICE immediately. As soon as SODEXO PASS has been informed, a new SODEXO LUNCH PASS CARD and a new secret code will be made available to the CARDHOLDER.

**4.4** The SODEXO LUNCH PASS CARDHOLDER is responsible for all losses incurred as a result of theft or loss of the SODEXO LUNCH PASS CARD until the time of reporting thereof to the SODEXO PASS CONSUMER SERVICE.

**4.5** When he or she receives a new SODEXO LUNCH PASS CARD after it has been delivered to the CARDHOLDER's employer, the CARDHOLDER must destroy every original SODEXO LUNCH PASS CARD that was renewed or re-issued.

**4.6** The number of vouchers available on the SODEXO ACCOUNT of the CARDHOLDER remains unchanged, but the expiry date of the electronic cheques on the SODEXO ACCOUNT at the time of reporting the loss or theft will be extended by ten(10) business days from the reporting of the loss or theft of the SODEXO LUNCH PASS CARD.

**4.7** The CARDHOLDER acknowledges that SODEXO PASS has the right to record telephone conversations with the SODEXO PASS CONSUMER SERVICE that take place in connection with the use of the SODEXO LUNCH PASS CARD and that such recording may be used as evidence.

## ARTICLE 5: SODEXO PASS OBLIGATIONS AND LIABILITY

**5.1** SODEXO PASS is responsible for:

- the non-execution or improper execution of TRANSACTIONS carried out using the SODEXO LUNCH PASS CARD if they have been carried out on terminals authorised and controlled by SODEXO PASS; - TRANSACTIONS carried out without the consent of the CARDHOLDER if the CARDHOLDER has notified the SODEXO PASS CONSUMER SERVICE of the loss or theft of the SODEXO LUNCH PASS CARD or has temporarily blocked their card via the MySodexo Luxembourg mobile app; - any mistake relating to calculating the balance on the CARDHOLDER's SODEXO ACCOUNT. SODEXO cannot be held responsible for damage in any of the above-mentioned situations if the non-execution, improper execution, irregularity or fault is attributable to the CARDHOLDER himself.

**5.2** If SODEXO is liable, it shall indemnify the SODEXO LUNCH PASS CARDHOLDER as soon as possible. Such indemnification can consist of the following: - payment of the amount of the TRANSACTION that has not been executed or that has been executed improperly. the amount necessary to reinstate the CARDHOLDER to his or her original situation.

**5.3** SODEXO shall not send a SODEXO LUNCH PASS CARD to the employer or the CARDHOLDER if it has not been requested to do so, except in the case of replacing a current SODEXO LUNCH PASS CARD.

**5.4** SODEXO reserves the right to have the SODEXO LUNCH PASS CARD withdrawn or refused by the point of sale in cases such as the following: - the SODEXO LUNCH PASS CARD is faulty; - an incorrect PIN CODE was entered at the point of sale terminal three consecutive time ; - the SODEXO LUNCH PASS CARD was left in the terminal.

## ARTICLE 6: INTELLECTUAL PROPERTY RIGHTS

SODEXO is the owner of the intellectual property relating to the SODEXO LUNCH PASS CARD.

## ARTICLE 7: PROTECTION OF PERSONAL DATA

**7.1** SODEXO PASS undertakes, in performance of this agreement, to comply with the laws and regulations in force, and in particular the applicable legal provisions and in particular the General Regulation on Data Protection (EU Regulation 2016/679) (hereinafter "GDPR").

**7.2** The employer, who provided SODEXO PASS with the CARDHOLDER's personal data with the latter's clear and explicit consent, acts as controller of such personal data. Upon receipt of the personal data, SODEXO PASS also acts as the controller of the personal data of the CARDHOLDER, which is communicated for the sole purpose of issuing the SODEXO LUNCH PASS CARD and providing and managing electronic vouchers on the personal and individual SODEXO ACCOUNT of the CARDHOLDER. In order to process personal data, SODEXO PASS relies on a legal obligation (the performance of the regulations in force), the legitimate interest and consent of the CARDHOLDER.

**7.3** SODEXO PASS undertakes that all access to personal data and all processing of such data by persons that it has under its authority, or third parties, remains restricted to the actions that those persons need to undertake to fulfil their functions, or to that which is necessary for the proper performance of this agreement. Recipients of personal data are limited to certain specially authorised service providers (the main external service providers are: the service provider who produces the SODEXO LUNCH PASS CARD; terminal provider; provider for transaction processing; provider for the external call centre). A complete list of service providers is available on request.

**7.4** SODEXO PASS ensures that all technical and organisational measures are taken to protect personal data against loss, damage or unauthorised access of any kind, in accordance with the criteria established and determined by the National Commission for Data Protection (Commission Nationale pour la Protection des Données – CNPD). The data retention period is based on the legal length of time during which an invoice audit or a tax or social security audit can take place, i.e. ten fiscal years.

**7.6** The SODEXO LUNCH PASS CARDHOLDER has the right, free of charge, to access, rectify, delete, limit the processing, portability of their personal data, which they may exercise by contacting SODEXO PASS by completing the web form available via the link in the Privacy Policy, by sending an email to the following address: [privacy.svc.lu@sodexo.com](mailto:privacy.svc.lu@sodexo.com), or by sending a letter to the following address: SODEXO PASS, attn: DPO, 39, rue du Puits Romain, ZA Bourmicht à L-8070 Bertrange, or by contacting SODEXO PASS on +352 26 109 410.

**7.7** The SODEXO LUNCH PASS CARDHOLDER can consult the Privacy Policy from the menu of the MySodexo Luxembourg mobile app.

## ARTICLE 8: FRAUD OR USE CONTRARY TO THESE TERMS AND CONDITIONS

**8.1** The CARDHOLDER agrees to immediately inform SODEXO PASS of any fraud or other unlawful use of the SODEXO LUNCH PASS CARD by a third party. Where appropriate, the CARDHOLDER will immediately inform the SODEXO PASS CONSUMER SERVICE.

**8.2** If it appears that the SODEXO LUNCH PASS CARDHOLDER has directly or indirectly participated in such fraud, or has facilitated the use of the SODEXO LUNCH PASS CARD in violation of these Terms of Use, SODEXO PASS reserves the right to hold the CARDHOLDER liable for any and all losses resulting from this and to claim indemnity in respect thereof.

## ARTICLE 9: MISCELLANEOUS

**9.1** SODEXO PASS cannot be held liable if an affiliated point of sale does not accept the SODEXO LUNCH PASS CARD, for whatever reason. Any dispute between the affiliated point of sale and the CARDHOLDER must be dealt with between these two parties.

**9.2** The CARDHOLDER undertakes to use any information relating to the use of the SODEXO LUNCH PASS CARD, which can be reasonably regarded as confidential or which is indicated as being confidential, only for the purposes of complying with his or her obligations towards SODEXO PASS. The CARDHOLDER undertakes not to disclose this information to third parties or disseminate it.

**9.3** These conditions have been established in accordance with the applicable Luxembourg law. SODEXO PASS explicitly reserves the right to amend the content of these terms and conditions in line with the abovementioned applicable regulations. These terms and conditions and any changes can be consulted at any time on the website [www.sodexo.lu](http://www.sodexo.lu) and the MySodexo Luxembourg mobile app.