

General Terms and Conditions

for holders of **BESTSELLER** cards in the Netherlands

1. Scope of application

- 1) Solaris SE offers fashion and gift cheques for sale industry-wide in the form of gift cards ('**BESTSELLER** cards') in any amount between €5.00 and €150.00. Technical service provider is **fashioncheque** holding B.V. ('FCH'). The **BESTSELLER** cards are sold by the various associated **resellers** as well as on the **BESTSELLER** webshop (<http://www.BESTSELLER.com>) and are accepted by the various associated **participants**, in particular branch stores of large fashion chains.
- 2) **Solaris SE** ('the Bank') has its registered office at Cuvrystraße 53, 10997, Berlin, Germany, and is supervised by the German Federal Financial Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht*, BaFin). Additional information about the Bank can be found on <http://www.fashioncheque.com/nl/de-bank>
- 3) **fashioncheque** holding B.V., with registered office and principal place of business at Kruisweg 801-C in 2132 NG Hoofddorp, the Netherlands, (hereinafter: 'FCH') is technical service provider of the Bank and supports the Bank.
- 4) The **BESTSELLER** cards offered by the Bank represent electronic money (E-money) as referred to under the German Payment Services Supervision Act (*Zahlungsdiensteaufsichtsgesetz*). E-money is any electronically stored monetary value in the form of a claim on an issuer of E-money (here: the Bank) which is issued in return for payment of a sum of money and which may be used to make payments to the participants concerned. The E-money is stored on data carriers in systems of the Bank and is linked to a unique **BESTSELLER** card ID in the form of a bar code on the relevant **BESTSELLER** card.
- 5) **BESTSELLER** cards are sold for private use only.
- 6) These General Terms and Conditions apply to all orders placed by consumers via the webshop of **BESTSELLER**, as well as to the purchase of **BESTSELLER** cards at the associated resellers. We do not accept any regulations or arrangements that differ from these General Terms and Conditions, unless they have our express written confirmation.
- 7) The Holder may request sending a text version of these General Terms and Conditions at any time. The General Terms and Conditions are published on <http://www.BESTSELLER.com>, where they may be viewed, downloaded and printed at any time.

2. Definitions

In these General Terms and Conditions, the following capitalized terms shall have the meanings assigned to them below:

Balance:	E-money that is issued by the Bank via FCH. The initial monetary value is linked to (the unique code of) a BESTSELLER card and is registered in the Bank's central database, which the Holder can use to purchase Products and services from associated Participants against the Credit Balance registered in the Bank's database.
Credit Balance:	The current Balance on a BESTSELLER card, i.e. a claim by a Holder against the Bank as issuer of the E-money, with as equivalent value the portion of the initial Balance not yet spent on purchases at Participants.
Holder:	Any natural or legal person who has purchased a BESTSELLER card, or to whom a BESTSELLER card has been duly transferred in accordance with these General Terms and Conditions.
Participant:	A retailer or webshop that undertakes, in accordance with an agreement concluded with FCH and the Bank, to accept the BESTSELLER card as valid means of payment. A Participant can also be a Reseller insofar as an agreement has been concluded with FCH for this purpose.
Product:	Any product that can be purchased from a Participant using a BESTSELLER card. At present this concerns fashion and lifestyle products.
Proof of Payment:	An original sales slip from a Reseller or an original receipt from the FCH webshop in connection with the purchase of a BESTSELLER card.
Reseller:	A party that is authorized to offer and sell BESTSELLER cards to interested customers under an agreement concluded with FCH and the Bank.

3. Purchase of a **BESTSELLER** card

- 1) You can purchase a **BESTSELLER** card online (only as a digital voucher) from the **BESTSELLER** webshop (<http://www.BESTSELLER.com>) or from one of the associated Resellers. This is the only way to make a legal purchase; purchasing from third parties is precluded (to prevent fraud).
- 2) An interested customer may only buy **BESTSELLER** cards up to a maximum of €2,000.
- 3) All **BESTSELLER** cards are only activated following receipt of the payment, after which they represent a value. **BESTSELLER** cards can usually be redeemed after 24 hours, at the latest however 48 hours after activation.
- 4) Additional conditions for purchase of **BESTSELLER** cards from Resellers: You can also purchase **BESTSELLER** cards locally from associated Resellers. A free copy of these General Terms and Conditions is available in the shop. The agreement is established when you make a verbal offer with regard to the **BESTSELLER** card to be purchased,

whereupon the Reseller accepts said offer against payment and issues a card provided with the respective E-money amount. The associated Resellers will not send any cards by post or other means.

5) Additional conditions for purchase of a **BESTSELLER** card in the **BESTSELLER** webshop:

- a) You can purchase **BESTSELLER** cards online on <http://www.BESTSELLER.com>. To do so, you must first register using a form on the **BESTSELLER** website. Upon registration you must accept these General Terms and Conditions with a mouse click ('opt-in'). This is an absolute condition for opening your **BESTSELLER** account and for using the system. We shall notify you by e-mail that we have accepted your registration.
- b) After successful registration, you may make a purchase offer by selecting one of the Products shown in the webshop. The presentation of **BESTSELLER** cards in the webshop does not constitute any offer to conclude a purchase agreement, but is an invitation to the interested customer in turn to make an offer. The order is placed by the customer by clicking the '**BUY**' button, whereupon the offer becomes binding. Immediately after placing the order, we will confirm its receipt by automatically sending an e-mail. The automatic order confirmation only means that we have received the customer's order and does not constitute its acceptance. The agreement is only established when we state that we accept the offer. We may accept the offer, at our discretion, by confirming the order within three days or by sending the ordered **BESTSELLER** cards to the customer within a reasonable period of time. Confirmation can be made in writing, by fax or by e-mail.
- c) For online orders, the prices apply that are listed on our website at the time of the order. All prices are end prices and include the statutory VAT but are exclusive of packaging and transport costs (shipping costs). The customer shall be informed of the shipping costs in the order system and during the ordering procedure. The prices are due and payable immediately following conclusion of the agreement.
- d) Any **BESTSELLER** cards purchased online will only be sent to addresses in the country of purchase with a delivery period of approximately two to six days.

4. Prices and Balances

- 1) The current prices listed in the webshop and on the list at Resellers include the gift wrapping, statutory VAT and the amount of the Balance to be loaded (at present: any amount between €5.00 and €150.00). The amount of the Balance corresponds to the nominal value in euro excluding the statutory VAT. The total amount applies for purchase in the webshop, excluding the shipping costs as per the current price list.
- 2) The Balance on the card relates to E-money issued by the Bank. The Credit Balance represents a claim by the customer against the Bank that corresponds to the amount of money received in exchange by the Bank.
- 3) Once a purchased **BESTSELLER** card is loaded, it cannot be recharged.

5. Payment terms

- 1) The purchase price is due and payable immediately upon sale of the **BESTSELLER** card by a Reseller and, with online purchase, upon receipt of the invoice. Payment is made in cash or by debit card (Reseller), by credit card (Reseller and online) or by prepayment/bank giro (online).
- 2) If you choose prepayment as method of payment, we shall inform you of our bank details in the order confirmation. The invoiced amount must be transferred to our account within ten days.
- 3) In the event of payment arrears, interest at the basic interest rate increased by five percent is due on the purchase price for the duration thereof. We reserve the right to claim compensation for any demonstrably higher loss or damage caused by the late payment.
- 4) The Balance on the **BESTSELLER** card is only available for redemption after payment in full by the purchaser and after activation has occurred.

6. Retention of title

- 1) The **BESTSELLER** card and any Product purchased in combination herewith remains our property until full payment of all claims arising from the underlying purchase agreement.
- 2) Pledging, fiduciary transfer of ownership, processing or modification is not allowed prior to the transfer of title without our permission.

7. Use of the **BESTSELLER** card

- 1) After purchase of the **BESTSELLER** card, it is the responsibility of the **BESTSELLER** card Holder to keep it and the corresponding activation code (only obtained in case of purchase in the FCH webshop) with due care and to use it with due observance of the General Terms and Conditions.
- 2) You can use the **BESTSELLER** card at every participating shop (Participant) to pay for the Products and services offered there. If the Participant is a webshop, the **BESTSELLER** card can be used up to a maximum amount of 50 euros per online purchase transaction. The **BESTSELLER** card is not convertible into money at the Participants.
- 3) The **BESTSELLER** card is freely transferable by the respective Holder and is not tied to the Holder. The Bank and the Participants have the right to regard the owner of a **BESTSELLER** card as the entitled party to the Credit Balance. The Bank and the Participants are not obliged to check whether the person in question has legally obtained ownership of the **BESTSELLER** card.
- 4) The Proof of Payment is not necessary for redeeming the **BESTSELLER** card in participating shops (Participants). Please take care to keep the Proof of Payment as proof of the purchased Balance on the **BESTSELLER** card and the activation thereof.
- 5) There will be no replacement in the event of loss of the **BESTSELLER** card. This rule does not apply for loss during shipment of the **BESTSELLER** card to the customer and/or to the address given by the customer.
- 6) No interest is paid on the E-money balance available on the **BESTSELLER** card.

- 7) Use of the **BESTSELLER** card is no longer possible after (a) the Balance has been fully paid or paid out or (b) the Credit Balance on the **BESTSELLER** card can no longer be paid out in accordance with Article 10 of these General Terms and Conditions.
- 8) The Holder is only entitled to use the **BESTSELLER** card at Participants to pay for Products or services that can be purchased from a Participant. The **BESTSELLER** card cannot be cashed in for money at Participants.
- 9) Payment to the debit of the Balance stored in the Bank's central accounts administration is irrevocable if and insofar as the Bank has confirmed the payment via an interface (e.g. a payment terminal, POS cash register system or a dialogue/payment window on the Participant's and/or the Bank's website) and the available Credit Balance is sufficient to make the payment agreed between Participant and Holder to the debit of this Credit Balance.

8. Unauthorised use

- 1) It is strictly forbidden to use **BESTSELLER** cards as means of payment for:
 - a) use for commercial purposes;
 - b) fraudulent use or use in a manner that constitutes a criminal act (e.g. money laundering);
 - c) use in a way that is in conflict with applicable law, infringes licences or otherwise violates the rights of third parties;
 - d) (attempted) resale of the service or a part thereof to third parties or attempted commercial operation of the service in any manner whatsoever;
 - e) use in a manner that is in conflict with these General Terms and Conditions or with an instruction from the Bank addressed to you;
 - f) use for illegal manipulations (e.g. hacker attacks), modifications or restrictions of security and/or functionality of the service of this website or of other websites;
 - g) use for lotteries, betting or gambling services that do not have all required licences and permits to be allowed to offer lotteries, betting or gambling services under the legal systems applicable to you.
- 2) We retain the right to implement reasonable means to demonstrate and prevent violations of these General Terms and Conditions. We are authorised to block or restrict use of the **BESTSELLER** card account or to refuse the sale of a **BESTSELLER** card as soon as:
 - a) you make culpable use of the **BESTSELLER** card in a manner that is in conflict with the General Terms and Conditions or if you otherwise culpably violate the General Terms and Conditions;
 - b) we are urged to do so by a supervisory, administrative or other public authority/body.

If we block or restrict your **BESTSELLER** card account within the scope of this proviso, we shall notify you of this immediately.

9. Term and extension

- 1) The term of the agreement between you as Holder and the Bank is two years. The term commences on the date of purchase and activation of the **BESTSELLER** card and automatically terminates two calendar years after this activation date.
- 2) The **BESTSELLER** card can only be redeemed at Participants within this term.

10. Payment of the Credit Balance

- 1) Upon submission of the Proof of Payment, the Holder of the **BESTSELLER** card can always have the nominal value of the current Credit Balance of a **BESTSELLER** card (or part thereof) paid out by the Bank by transfer to a bank account in his name within the EU. Payment in cash is not possible.
- 2) Transfer of the Credit Balance, i.e. the remaining Balance, to the Holder only occurs when the Holder sends a copy of scan of the **BESTSELLER** card by email to the FCH address stated in the payment form, indicating the following information:
 - a) full name;
 - b) e-mail address; and
 - c) bank account to which the remaining Balance is to be transferred.

The request will not be processed if the information is incomplete. In case the card is inactive a Proof of Payment is mandatory.
- 3) If the Holder requests payment of the remaining Balance during the agreed term, the Bank will charge €10.00 for administration charges or expenses.
- 4) After expiry of the agreed term, the Holder can have the **BESTSELLER** card Credit Balance paid out free of charge for one year. The provisions in the first and second paragraph shall apply mutatis mutandis to the payment.
- 5) If one year has passed after the end of the initial term, the provisions in Article 10, first and second paragraph, shall apply mutatis mutandis to the payment request by the Holder and the Bank will charge €10.00 for administration charges or expenses.
- 6) Payment of a **BESTSELLER** card as referred to in the third and fifth paragraph is not possible with a current Credit Balance of less than €10.00. If the Credit Balance is €10.00 or more at the time of the request, the Bank shall transfer the current Credit Balance on the **BESTSELLER** card to the bank account listed by the Holder after deduction of expenses.
- 7) Following the end of the term, the Bank shall charge €0.50 a month for the administrative costs of maintaining the Credit Balance. The Bank shall deduct these costs on a monthly basis from the remaining Credit Balance until the Credit Balance of said **BESTSELLER** card is €0.00.

11. Loss, theft, misuse and damage

- 1) The **BESTSELLER** card is freely transferable after purchase. Therefore please keep the **BESTSELLER** card as safely as cash. FCH and the Bank are not liable for any loss or damage you may suffer as a result of loss, theft, counterfeiting or any misuse of a **BESTSELLER** card. In the event of loss, theft or unauthorised removal of a **BESTSELLER** card, there will be no settlement or payment of the Balance and/or Credit Balance to the original Holder.
- 2) In the event of misuse of the **BESTSELLER** card, in particular through counterfeiting the card number or by any actual breach of the (technical) security measures or any attempt to do so, the Bank has the right to immediately block the use of the **BESTSELLER** card concerned on the basis of the card number and to recover any loss or damage in full from the Holder.
- 3) In the event of damage to the **BESTSELLER** card other than through misuse or attempted misuse, the current Credit Balance on the **BESTSELLER** card can be transferred by the Bank to a new card. In order to transfer the Credit Balance, the Holder must send the damaged **BESTSELLER** card by registered post in a sealed envelope to the FCH address noted in Article 18 of these General Terms and Conditions and include a written request for the transfer. This request must contain the following information: (a) Holder's full name and address, (b) Holder's mobile or landline phone number and (c) Holder's e-mail address and enclosure of (d) a copy of the original Proof of Payment. If the information is incomplete, the request will not be processed.
- 4) A charge of €10.00 is due for the processing of the request. If the Credit Balance of the **BESTSELLER** card concerned is less than €10.00, it will not be possible to transfer the Credit Balance to a new card.

12. Changes with regard to Participants

- 1) The Bank and FCH can:
 - a) expand or restrict the number of Participants as well as make changes to the composition of the group of Participants;
 - b) restrict the use of the **BESTSELLER** cards for the purchase of Products from all or from certain Participants; and
 - c) rule out use of the **BESTSELLER** cards for individual Products from Participants.
- 2) A list of the currently associated Participants can be consulted on <http://www.BESTSELLER.com>.

13. Liability and warranty

- 1) Regardless of the cause in law, FCH and the Bank are liable for compensation in the event of intent or gross negligence. In cases of simple negligence FCH and the Bank are liable only for loss or damage arising from:
 - a) Injury or impairment to life, body or health;
 - b) A breach of an essential contractual obligation, i.e. an obligation the fulfilment of which is an absolute condition for the proper performance of the agreement and which fulfilment is something the other party generally relies and may rely on; in the latter case our liability is limited to compensation of the foreseeable and typical loss or damage. If the cardholder is a consumer, the Bank and/or FCH must demonstrate the existence of a ground for exclusion of their liability.
- 2) The liability limits resulting from the first paragraph do not apply insofar as the Bank and/or FCH have intentionally concealed a defect or have guaranteed a given quality of the goods. This also applies to claims by the Holder on the basis of statutory product liability.
- 3) FCH and/or the Bank are only liable for simple negligence insofar as a body, employee or vicarious agent has breached an essential contract obligation or if warranty has been granted. Otherwise, both parties are only liable in the event of intent or gross negligence by their bodies, employees and vicarious agents to the extent in which this, in relation to other causes, has imputably contributed to the occurrence of the loss or damage. In any case, the liability is limited to the typical loss or damage.
- 4) The limits in the second and third paragraphs also apply for the benefit of legal representatives and vicarious agents of FCH and/or the Bank if claims are asserted directly against them.
- 5) Any defaults in performance in the settlement between the Holder of the **BESTSELLER** card and the Participant accepting the **BESTSELLER** card concerned, in particular breach of contract or non-performance of the sale or service provision contract, negligence or defaults, as well as bankruptcy of the Participant, shall not lead to liability, warranty or other claims by the customer against the Bank and/or FCH.
- 6) FCH and the Bank are not liable for loss or damage resulting from force majeure or technical failures that come under the responsibility of third parties (e.g. communication lines of telecom companies, interruption of the energy supply, failure of the air conditioning system in the server room or breakdowns/malfunctions at network providers). The Bank and FCH are not liable for loss or damage that the Holder suffers due to external factors and/or acts or omissions by third parties as a result of which the Credit Balance and/or Balance is temporarily unavailable. Force majeure is understood to mean:
 - a) International conflicts
 - b) Violent or armed actions
 - c) Measures taken by a national, foreign or international authority
 - d) Interruption of operations as result of fire, burglary, sabotage or natural phenomena
 - e) Cyber crime
 - f) Internet or power failures
 - g) Boycotts
 - h) Strikes or other labour unrest at third parties or by own personnel.

- 7) FCH and the Bank are in particular not liable for loss or damage that occurs (a) through use of the **BESTSELLER** card by the Holder, (b) through non-use or late or incomplete use of the **BESTSELLER** card and the Balance as well as the reduction of the Credit Balance stemming here from as a result of expenses or administration costs, (c) through the well-substantiated refusal of a Participant to accept the **BESTSELLER** card as a means of payment, (d) through non-compliance with the provisions of these General Terms and Conditions or with the requirements that FCH and/or the Bank have separately imposed on the Holder of the **BESTSELLER** card or (e) through unauthorised use, loss, theft or misuse of the **BESTSELLER** card.
- 8) The statutory warranty rights apply to the purchased **BESTSELLER** cards.

14. Protection of personal data

FCH and the Bank only store data of the Holder that is necessary for proper business operations. With regard to all data stemming from their business relationship, in particular customer and address data, FCH and the Bank undertake to observe the statutory provisions relating to the protection of personal data (GDPR). For additional information about the collection, processing and use of data, we refer you to the privacy declaration that can be consulted and printed at any time by clicking the 'Privacy' button on our website [http://www.BESTSELLER card.com](http://www.BESTSELLERcard.com).

15. Transfer of rights and duties

- 1) FCH and the Bank are both entitled to transfer their respective rights and duties from the agreement concluded with the Holder to another company by way of assignment, debt takeover, contract takeover or otherwise, provided any such transfer is legally permitted.
- 2) The Holder agrees in advance to a debt takeover and shall provide full cooperation as and when necessary to a contract takeover as referred to in the first paragraph of this article.

16. Applicable law and competent court

- 1) This Agreement shall be governed by **Dutch** law.
- 2) Any disputes between FCH/the Bank and the Holder that cannot be solved in joint consultation will exclusively be submitted to the competent court in the district of **Amsterdam**.

17. Right of cancellation when purchasing online (not applicable on digital vouchers)

- 1) If you are a consumer and have purchased the **BESTSELLER** card(s) via distance selling – particularly online –, you may revoke your purchase of the **BESTSELLER** card(s) within 14 calendar days of receipt and without giving any reason. If you wish to invoke your right of cancellation, you must inform **BESTSELLER** accordingly by sending an unequivocal statement by e-mail to the provided email address via www.BESTSELLER.com.
- 2) Consequences of cancellation
In the case of effective cancellation the mutually received benefits are to be returned. You are obliged to pay compensation for the value of the services performed up to the cancellation, if prior to your declaration of intent to enter into an agreement, this legal consequence was pointed out to you and you expressly agreed for us to begin with the execution of the consideration before the end of the cancellation time limit. The obligation to pay compensation for the value of the services already performed can result in you having to fulfil the contractual payment obligations for the period prior to the cancellation. The right of cancellation lapses early if, at your express request, the contract is performed in full by both parties before you have exercised your right of cancellation. The obligation to refund payments must be fulfilled within 30 days. This period begins for you upon sending of the cancellation notice and for us upon its receipt.
- 3) You are not entitled to cancellation pursuant to the abovementioned condition if you have not purchased the **BESTSELLER** card via distance selling – in particular from one of our Resellers.

18. Addresses and contact

- 1) **BESTSELLER** card is authorised to handle complaints. The e-mail address and telephone number of the customer services department is stated on **BESTSELLERs** website on <http://www.BESTSELLER.com>.
- 2) Any other communication to FCH or the Bank must be made in writing to the following addresses:
 - FCH: **fashioncheque** holding B.V., Postbus 695, 2130 AR Hoofddorp, the Netherlands
 - the Bank: **Solaris SE**, Cuvrystraße 53, 10997, Berlin, Germany