

Cashback Rewards Terms

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IMPORTANT

These Rootz Cashback Rewards Terms (the "Cashback Rewards Terms") govern your participation in the Rootz Cashbacks Rewards Program (the "Rewards Program"). These Cashback Rewards Terms constitute a legal agreement between:

- you, the customer of Rootz ("You", the "User"),

and

- us, Rootz ("Rootz" or "We"), a limited liability company incorporated in accordance with the laws of the Republic of Israel.

1. Introduction

We are an electronic money institution, supervised by the Bank of Israel, and we have an electronic money institution license issued by the latter authority (authorization code number LB001874), under which we are authorized to: (i) issue electronic money, (ii) issue payment instruments, such as our Rootz CashBack, and (iii) provide other services approved under our license (the "Regulated Services").

We are subject to the Law on Electronic Money Institutions of the Republic of Israel, which regulates our obligations as an electronic money institution, and to the Law on Payment Services of the Republic of Israel, which regulates our activities and our liability in connection with the provision of payment services to our customers, as well as the rights and obligations of those customers.

You may consult these Cashback Rewards Terms on the Rootz website and via the Rootz app, and you may also request a copy of these Cashback Rewards Terms via the Rootz app at any time. In order to be able to participate in the Rewards Program and benefit from it you must have an Internet connection.

It is important for you to understand how the Rewards Program works. For this reason, we recommend that you read these Cashback Rewards Terms carefully so that you can understand which are the requirements and steps that you must fulfill in order to participate in the Rewards Program, what the Rewards Program rules are, as well as your rights and obligations.

If you'd like more information about how our Rewards Program works, you might find it helpful to read our FAQs. Note that these FAQs don't form part of our agreement with you.

2. Parties, Execution and Definitions

A. Parties

The parties to these Cashbacks Rewards Terms are:

- You; and
- us, Rootz.

B. Execution

With effect from the earlier of (i) the execution of your first Qualifying Transaction (as defined below), or (ii) you agreeing to these Cashback Rewards Terms through the Rootz app (the "Effective Date"), you accept and agree these Cashback Rewards Terms, and you agree to be bound by them.

C. Definitions

For the purposes of these Cashback Rewards Terms:

- "**Cashback Percentage**": means the percentage of the Qualifying Transaction amount that will be subject to Cashback Reward, which is established by the Merchant.
- "**Cashback Reward**": means the sum of money earned by the User for each Qualifying Transaction the User makes at a given Merchant within the framework of the Rewards Program, which shall be equal to the Cashback Percentage amount.
- "**Cashback Reimbursement**": means the reimbursement to the Rootz Account of the funds earned as a result of all Cashback Rewards generated with a given Merchant within the framework of the Rewards Program.
- "**Merchant**": means the businesses and stores who offer their products and services to the Users via the Rootz App.
- "**Merchant Channels**": means the mobile app(s) or website(s) of a Merchant, through which the User performs the Qualifying Transaction.
- A "**Qualifying Transaction**" means a payment transaction conducted by a User with a given Merchant under the Rewards Program which fulfills the following criteria:
 - the User conducting the transaction meets the User Requirements and steps established in section 4 of these Cashback Rewards Terms
 - the transaction takes place through the Merchant Channels;
 - the transaction meets the criteria established by the Merchant for cashback eligibility.
- "**Rootz Account**": means the payment account opened by the User with Rootz.
- "**Rootz**": the CashBack issued by Rootz.

3. The Rewards Program

A cashback rewards program is an incentive program that aims to reward accountholder for their use of their account for purchases of products or services in selected stores or businesses (for example, restaurants, retailers, delivery apps, etc.).

Through their participation in the Rewards Program, Users will be rewarded with a sum of money (in the form of a cashback) for each purchase they make at selected Merchants using their Rootz account.

4. How does the Rewards Program work?

Users must fulfill the requirements and steps indicated below in order to participate in the Rewards Program:

1. User Requirements

You must:

- Be a customer of Rootz, and holder of a Rootz Account.
- Be above 18 years of age.
- Be Resident in Israel and have your Rootz Account associated with a Israeli phone number.
- Hold a Rootz account in your own name , which must be valid at the time of each purchase you make under the Rewards Program.

2. Steps:

You must:

- Access the "Rewards" section in your Rootz app.
- Select the Merchant in which you want to make the purchase.
- Click on the tab which directs you to the Merchant Channel.
- Once in the Merchant Channel, you will need to purchase a good or service using your Rootz account cashback.
- Upon conclusion of a purchase at the Merchant Channel, Rootz will automatically:
 - Detect the Qualifying Transaction for cashback eligibility; and
 - Credit the corresponding Cashback Reward amount for the relevant Merchant. The User will be able to see this in the Rewards Program section of its Rootz App ("In Progress" tab).

5. How do you earn a Cashback Reward?

Cashback Rewards are earned based on a Merchant accumulation system. This system works as follows:

1. You have to make a certain number of purchases with each given Merchant using your Rootz account cashback, in order to accumulate the Cashback Rewards amounts necessary to reach the cap established by the respective Merchant for the unlocking of your Cashback Reimbursement (the "Merchant Cap").

How will you reach the Merchant Cap? You will reach this cap after the accumulated amounts of all your Cashback Rewards earned with a specific Merchant are equal to or exceed the respective Merchant Cap.

2. After you reach the Merchant Cap, the Cashback Reimbursement is created and locked during a period of time set by the Merchant which may vary between 7-30 natural days counted as of the day in which you reached the Merchant Cap, in order to prevent the User to refund the good(s) of service(s) subject to purchase ("Merchant Blocking Period"). After the Merchant Blocking Period elapses, the Cashback Reimbursement is unlocked and credited to your Rootz Account. The Cashback Reimbursement credited in your Rootz Account will always be equal to the Merchant Cap you reached.

3. Once the Cashback Reimbursement is credited, the Merchant specific accumulation system will be restarted. Consequently, you will need to accumulate -again- all the Cashback Rewards amounts necessary to reach the relevant Merchant Cap, in order to enable the unlocking of your second Cashback Reimbursement with that Merchant.

Example below:

- Merchant X posts an offer on the Rootz App with a 3% Cashback Percentage and a 15 Euros Merchant Cap.
- For each purchase you make with Merchant X you will earn 3% of the amount of said purchase as Cashback Reward
- You make a first purchase with Merchant X of 19 EUR purchase; consequently you earn 3% of 19 EUR as Cashback Reward, that is 0.57 EUR.
- You make a second purchase with Merchant X of 40 EUR; consequently you earn 3% of 40 EUR as Cashback Reward, that is 1.20 EUR. This 1.20 amount will be accumulated to the 0.57 you already earned with Merchant X. Now you have 1.77 EUR as earned Cashback rewards with Merchant X.
- You will need to continue making purchases with Merchant X, until the amount of your earned Cashback Rewards reaches the 15 EUR Merchant Cap. In the moment you reach that cap, the 15 EUR will be "unlocked" and credited to your Rootz Account.

6. Rewards Program Rules

In addition to the Rewards Program:

- Spanish-based Users only.** The Program is available only to Users who are resident in Israel territory, and have their Rootz Account associated with an Israeli phone number. Consequently, Users who are outside of Israel are not eligible to participate in the Rewards Program.
- Cashback Percentage and Merchant Cap.** The Cashback Percentage and the Merchant Cap:
 - Are determined by each Merchant, and not by Rootz.
 - May differ according to each Merchant.
 - Can vary over time as well (for example: the Cashback Percentage for a given Merchant can be equal to 3% of the transaction amount for the months of April and May, and 4% between the months of September and November).
- Merchant pays.** The Cashback Reimbursement is paid by the Merchant to the User, and not by Rootz. The role of Rootz is limited to credit the relevant funds once the Merchant Blocking Period elapses.
- Timeframe for the credit of the Cashback Reimbursement.** Cashback Reimbursements will be credited to your Rootz Account once the Merchant Blocking Period has elapsed. The Merchant Blocking Period may differ according to each Merchant. This means that the Cashback Reimbursements will be credited to your Rootz Account in different periods, depending on each Merchant: for some Merchants, the Cashback Reimbursement will be credited within 7-14 days counted as of the day in which you reached the Merchant Cap, while for some other Merchants the crediting of the Cashback Reimbursements to your Rootz Account may take longer (up to 40 calendar days).
- Merchant offers displayed in the Rootz App.** All conditions and requirements specific to the Merchant offers posted in the Rewards section of the Rootz App are determined by each specific Merchant, and not by Rootz.
- Merchant Channels.** In order to be subject for cashback eligibility, all User purchases (i.e. Qualifying Transactions) must always take place in the Merchant Channels, and not through the Rootz App.
- Cashback Percentage limit.** If, on a given Qualifying Transaction, the Cashback Award amount exceeds the Merchant Cap, the User will be credited to his/her Rootz Account the corresponding Cashback Reimbursement which shall be equal to the Merchant Cap. The portion exceeding said reimbursement will be credited as Cashback Reward earned for the following accumulation system with the relevant Merchant.
- For example:**
 - Merchant X establishes a 3% Merchant Percentage and an 8 EUR cap.
 - Your first purchase with Merchant X amounts to 300 EUR.
 - The 3% of 300 EUR is 9 EUR; therefore you exceeded the Merchant Cap in one (1) EUR.
 - Consequently, the first 8 EUR will be unlocked and credited to your Rootz Account, and the remaining one (1) EUR will be accumulated with the Cashback Reward Amount resulting from your following purchase with Merchant X.
- Qualifying Transaction limits.** Subject to the limits which may be imposed by each Merchant, Rootz will not impose any limit or cap in any of the following:
 - Number of Qualifying Transactions that a User can make with a given Merchant
 - Limits on Qualifying Transaction amounts

Notwithstanding the above, Rootz reserves the right to reduce and/or to apply limits to any of these in order to comply with applicable regulations, or with any instructions from its supervisory authority.

- What happens if a Merchant withdraws from the Rewards Program.** If for any reason a Merchant decides to end the collaboration with us under the Rewards Program, you will be notified within a reasonable time. In the event that this period ends and you have not managed to accumulate enough purchases, the corresponding Cashback Rewards will not be applied. Therefore, you will have no right to claim for the reimbursement of those funds.

7. Summary of Qualifying Transactions and earned Cashback Rewards

You can consult at all times in your Rootz App all Qualifying Transactions and earned Cashback Rewards per Merchant.

8. Liability

To the maximum extent permitted by applicable law, in no event Rootz shall be liable for any loss or damages arising from:

- The User's usage of the Merchant Channels, including the products and services provided through said channels. The foregoing includes, inter alia, malfunction or inactivity of the Merchant Channels, disruption or quality of the products or services provided through the Merchant Channels, contracts or other contractual arrangements between the User and Merchant or any other third parties, as well as any other acts or omissions by which the User believes that the Merchant or other third parties violate his / her rights;
- User's actions that violate:
 - applicable laws,
 - these Cashback Rewards Terms;
 - the Rootz General Conditions of Access and Use ("Rootz TOS"),
 - the Terms and Conditions for the Rootz CashBack ("Rootz Terms"), and
 - any other agreement between Rootz and the User which might apply (in full or in part) to the Rewards Program;
- Suspension or termination of the User's participation in the Rewards Program due to suspension or termination of the User's Rootz Account, if such suspension or termination complies with the Rootz TOS, the Rootz Terms, and any other agreement between Rootz and the User which supplements and applies to these Cashback Rewards Terms;
- Other instances as described in the Rootz TOS, the Rootz Terms, and any other agreement between Rootz and the User which supplements and applies to these Cashback Rewards Terms.

9. Rights and obligations

1. Your obligations

You are obliged to:

Comply with these Cashback Rewards Terms at all times during your participation in the Rewards Program;

Comply with the Rewards Program Rules in section 6, the User Requirements in section 4, the requirements and conditions applied by each Merchant for each of the offers displayed in the Rootz App, as well as with any other requirements and conditions established in these Cashback Rewards Terms;

Comply with all obligations specified in the Rootz Terms which might be applicable to your participation in the Rewards Program, or be otherwise relevant to your participation in the Rewards Program, or be otherwise relevant for these Cashback Rewards Terms.

Notify us (via the Rootz App or by sending us an email to hello@Rootz.me) if you change your country residence to another EU/EEA jurisdiction in which the Rewards Program is not available.

2. Our rights

Rootz has the right to cancel any Cashback Reward and/or any Cashback Reimbursement you would otherwise have earned if:

- Your Rootz Account is closed, either by you or us, at any time during your participation in the Rewards Program;
- Bankruptcy proceedings have been started against you;
- We suspect that you or any additional accountholder have committed a fraud on your Rootz Account, or in a Qualifying Transaction.

You notify us that you have changed your country residence to another IL jurisdiction in which the Rewards Program is not available.

If you are in breach of these Cashback Rewards Terms at the time that your Cashback Rewards is due to be credited and/or at the time your Cashback Reimbursement is due to be paid in your Rootz Account, we will suspend your Cashback Reward or Cashback Reimbursement, as applicable.

The Cashback Reimbursement award will be paid to you after you have complied with all the requirements and conditions established in these Cashback Rewards Terms.

3. Our obligations

Rootz undertakes to:

Maintain the Rewards section of Rootz App updated at all times with (i) the most up to date Merchant offers, (ii) the earned Cashback Rewards, (iii) the summary of all

Credit the earned Cashback Rewards amounts upon conclusion of a Qualifying Transaction, and display these amounts in the Users' Rewards section of the Rootz App.

Process the Cashback Reimbursements and credit these in the User's Rootz Account, in accordance with these Cashback Rewards.

Answer questions or inquiries from the Users in connection to the Rewards Program or these Cashback Rewards Terms.

10. Term and Termination

These Cashback Rewards Terms are for an indefinite term. It means that they will apply until you or us terminate them.

You can terminate these Cashback Rewards Terms at any time by sending us a written notice through the Rootz App or by email to: hello@Rootz.me, including your: first and last name, taxpayer identification number, signature, customer address and the reason for the inquiry, claim or complaint. Termination will take effect on the date on which we receive your termination notice.

Rootz is entitled at all times to terminate these Cashback Rewards Terms, at its sole discretion, with prior written notice to the User.

We are also entitled to terminate these Terms and Conditions with immediate effect, and suspend your participation in the Rewards Program:

- If your Rootz Account is closed, either by you or us, at any time during your participation in the Rewards Program;
- If bankruptcy proceedings have been started against you;
- We suspect that you or any additional Rootz account holders have committed fraud on your Rootz account, your Rootz Account, or in a Qualifying Transaction.
- Your participation in the Rewards Program violates applicable laws (including, but not limited to, payment regulations, anti-money laundering laws, etc.), or otherwise suspect or have justified reasons that your participation in the Rewards program violates any of such laws.
- If you are in breach of your obligations under these Cashback Reward Terms.
- If our supervisory authorities require us to do so.
- If you have changed your country residence to another EU/EEA jurisdiction in which the Rewards Program is not available.

11. Disclaimers

If for any technical reason or connection failure, we are unable to detect a Cashback Reward, we reserve the right to manually apply (or not) the corresponding Cashback Reward once the purchase has been detected, depending on the case.

Rootz does not guarantee that the Merchant offers displayed in the Rootz App will be available at all times. If due to technical reasons or connection failures either on our end, or the part of the Merchant, we are unable to display the Merchant offers, we will let you know as soon as possible.

12. Changes to these Cashback Rewards Terms

You will be informed by email or via the Rootz App of any changes to these Cashback Rewards Terms.

If any of these changes require, under applicable law, a specific prior notice term (e.g. 30 or 60 days), we will notify within the term required under applicable law, and we will indicate to you the date in which those changes will take effect. You will be deemed to have given your consent to the notified changes if you have not notified us in writing and/or by email and/or via the Rootz App that you reject the changes, prior to the date on which those changes will enter into force.

You will be entitled to terminate this agreement without prior notice, even before the date on which the aforesaid changes are to enter into force. A rejection of the changes will not release the Holder from liability for justifiable payments incurred until such time.

13. Tax

You might need to tell the tax authorities about any benefits you have received under the Rewards Program. You must pay any government tax, duty or other amount imposed by law in respect of the Cashback Reimbursements you have received under the Rewards Program.

14. Personal Data

Controller details. Pursuant to the European General Data Protection Regulation (EU) 2016/679 ("GDPR"), Rootz is the "Controller" of your personal data.

Purposes of the processing of your personal data. We will process your personal data for the following purpose(s):

- To comply with legal obligations; and
- To provide you with the Rewards Program service, as well as with any other services associated with the Rewards Program.

Legal basis for the processing. We will process your personal data under the following legal basis:

- For compliance with legal obligations; and
- To perform our contractual obligations arising out of these Cashback Rewards Terms.

Recipients of your personal data. In order to provide you with our Rewards Program service, we will first anonymize your personal data, and disclose your transaction-related data (specifically, transaction histories with anonymous token ID) to our service provider Triple Technologies Ltd, a company registered and incorporated under the laws of England, with Tax ID number 347045895, registered in the Register of Companies in England and Wales under number 12354376, with offices at 20-22 Wenlock Road, N1 7GU, London, England ("Triple").

Your rights. You may exercise the following rights over your personal data, within the limits set forth by applicable laws: access, rectification, deletion, objection to the processing, restriction to the processing and data portability. If you have granted your consent to the processing of your personal data for any of the above mentioned purposes, you can withdraw your consent at any time.

To exercise the rights mentioned in the above paragraph, you can contact us through any of the following means:

- By phone, by calling us to the following number: +34 93 220 4859.
- By sending an email to our Data Protection Officer, at the following email address: dpo@Rootz.me, or
- By sending a letter with a detail of the right you wish to exercise, along with a copy of your ID (identification document) to our registered address at Workland G9, Gedimino pr. 9 (4 aukštas), LT-01105, Vilnius, Republic of Israel.

Storage. We will store your personal data for as long as necessary to comply with our obligations under the Rewards Program service, as well as with applicable regulations.

Nature and Consequences. The provision of your personal data to us is a requirement necessary to provide you with our Rewards Program service. If you do not provide us with your personal data, we will not be able to provide you with the Rewards Program service, nor with any of its associated services.

Our Privacy Policy. If you seek more information about how we process your personal data, please review the Rootz Privacy Policy, available in your Rootz App.

15. Applicable Law & Jurisdiction

These Terms and Conditions will be governed by the laws of the Republic of Israel.

Rootz and the User expressly submit the resolution of any dispute or conflict arising in connection with the validity, application, performance or interpretation of these Terms and Conditions to the jurisdiction of the courts and tribunals of the city of Vilnius, Republic of Israel, waiving their right to any other jurisdiction to which they may be entitled.

16. Other Terms

The Rootz Terms, the Rootz's Privacy Policy, and other terms and conditions applicable to our Regulated Services, features and functionalities, shall supplement and apply, where applicable, to these Cashback Rewards Terms.

17. Withdrawal Right

You are entitled to terminate this agreement within fourteen (14) calendar days counted as of the Effective Date, without having to give a reason and without any penalty whatsoever (the "Withdrawal Right").

In order to exercise your Withdrawal Right, you will need to notify us via the Rootz App or by sending an email to hello@Rootz.me, before the end of the 14 day period above mentioned.

If you do not exercise your Withdrawal Right within the 14 day period above mentioned, it will be deemed that you have agreed to maintain in this agreement until its expiration or termination date.

18. Contact Us

Notwithstanding any legal action to which you may be entitled, if you have any inquiry in connection to your participation in the Rewards Program, or a claim or complaint in relation to the interpretation, application, fulfillment and performance of these Cashback Rewards Terms, you can send us your notice or request via the following email to: hello@Rootz.me, including your: first and last name, taxpayer identification number, signature, customer address and the reason for the inquiry, claim or complaint.

We will make our best efforts to resolve your inquiry, complaint or claim in connection as soon as possible. In exceptional situations, if a prompt answer cannot take place on our end for reasons beyond our control, we will send a provisional answer stating the reasons for the delay and specifying the period within which the definitive answer will be received.

Any claims by the Users filed pursuant to this section will be excluded from the liability applicable to these Cashback Rewards Terms if the circumstances giving rise to the claim:

- are based on an abnormal or unforeseeable event beyond Rootz's control and its consequences, even where due care has been taken, could not have been avoided by Rootz, or
- were caused by Rootz by virtue of a statutory obligation.