

# U.S. Terms and Conditions 2024



## 1. Parties

Our terms and conditions will govern all agreements entered into between the Client (“You,” “Your”) and Reward Gateway (US) Inc (“We,” “Us,” “Our”) (together the “Parties”) for the provision of Services. Together these terms and conditions (“T&C’s”) the Client Agreement, represent the entire and only agreement between You and Us (collectively, the “Agreement”).

## 2. Definitions

**Reward Gateway (US) Inc:** employee engagement company operating the Reward Gateway platform (the “Platform”) and registered at 141 Tremont St. 8th Floor, Boston, MA 02111, United States.

**Annual Fee:** as described in the Client Agreement.

**Applicable Laws:** all applicable laws, statutes, regulations and codes from time to time in force.

**Contract Date:** the date that the Client Agreement is executed by the last Party to sign.

**Confidential Information:** all information relating to a Party’s business products and services (including operations, plans, market opportunities, customers, suppliers, know-how (including designs, processes of production and technology), trade secrets and software) and/or any Personal Data disclosed to the other Party (whether by or on the behalf of the other Party) whether in writing, orally or by any other medium.

**Client Success Manager:** A dedicated manager provided to You to derive maximum value from the Services.

**Client Marks:** the trademarks, service marks, trade names, logos and other commercial and product designations of Client identified by You for use on the Platform.

**Contract Year:** the period of 12 months beginning on the Service Start Date and each subsequent period of 12 months thereafter beginning on each anniversary of the Service Start Date. **Data Protection Laws:** means any privacy, security or other data protection local, state or federal laws or regulations in force in the United States of America.

**Employees:** means Your Employees or Members who are granted access to the Platform and the Services pursuant to this Agreement.

**Employee Terms:** means the Agreement entered into between Us and the Employees which sets out the terms and conditions upon which We permit Employees to access and use the Platform and the Services

**Force Majeure:** in relation to either Party, any circumstance beyond the reasonable control of that Party including any act of God, war, riot, explosion, abnormal, unusual or extreme weather conditions, loss of utilities, fire, flood, failure or breakdown of telecommunications systems or network infrastructure, malicious network attacks, strike, lock out or industrial dispute, fuel shortages and/or governmental or regulatory authority action.

**Implementation Fee:** shall have the meaning described in the Client Agreement.

**Launch Date:** means the date on which You make the Platform available to Your Employees.

**Minimum Term:** means the period described in the Client Agreement, commencing on the Service Start Date.

**Personal Data:** means any personal data (as defined in Data Protection Laws) which is processed from time to time by Us or You in connection with the provision or use of the Services.

**Platform:** shall mean the primary platform managed for/by the Customer within a single instance of the Reward Gateway administration.

**Portal:** Our product administration portal for You to manage the products on the Platform.

**Processing and process:** shall have the meanings given to them in Data Protection Laws.

**Service Start Date:** means the earlier of (i) the Launch Date and (ii) the date falling three months after the Contract Date.

**Renewal Date:** means the last day of the Minimum Term or any Renewal Term.

**Renewal Term:** shall have the meaning assigned to it in Clause 6.

**Retail Partners:** means businesses whose goods, services, Instant Vouchers and in-store SMS texts appear on the Platform.

**Services:** means the products and services that are ordered by You, as described in the Client Agreement.

**Working Day:** means Monday to Friday, save for any day which is a national holiday in the United States.

### 3. Our Obligations

- 3.1. Subject to Clause 3.2, we will provide the Services with reasonable skill and care and in accordance with this agreement and applicable laws and regulations.
- 3.2. You acknowledge that receipt of any Services provided by Retail Partners may be subject to You and/or the Employee accepting the Retail Partner's terms. We shall not be liable for any breach of such terms by the Retail Partner or for any failure or delay to provide the Services due to Your or Your Employees' failure to accept the Retail Partner's terms.
- 3.3. We shall also:
  - 3.3.1. appoint to You a Client Success Manager who may change throughout the course of Our partnership
  - 3.3.2. unless You have chosen to design (or procure a third party to create on Your behalf) Your own Platform brand in accordance with Clause 4.7, design an initial Platform brand for Your Platform following a brief from You, with two revisions requested by You if required;
  - 3.3.3. appoint You an implementation specialist for three months from the Contract Date to project manage the implementation of your platform
  - 3.3.4. use the Platform brand (either created by Us, You or a third party procured by You) to configure the Platform, including tile design and placements, menu creation, page creation, page linking and segmentation, subject to a maximum of three segmentation groups being configured. Future segmentation revisions (as required) can be created by You after the initial launch but any additional segment configurations requested of Us shall be subject to Our approval and additional fees to be agreed by the Parties;
  - 3.3.5. Provide electronic communication materials to promote Your Platform (the "Communication Materials") All communication materials provided

will be designed by Reward Gateway and tailored using your platform colours and logo.

- 3.3.6. provide You with access to the self-service Integrations Dashboard.

- 3.4. We shall also provide Client and Employee Support through our help desk in accordance with the service levels detailed in Clause 4 of these T&Cs.
- 3.5. We shall also provide a Client Support team available Monday to Friday who will assist with technical questions and guidance on using our product administration portal. Where administration access is not available to You the Client Support team will provide administration support.
- 3.6. This agreement set out the full extent of Our obligations and liabilities in respect of the design, development, testing, delivery and provision of the Services and the Platform. All conditions, warranties or other terms concerning the same which might otherwise be implied into the Agreement or any collateral contract (whether by statute or otherwise) are hereby expressly excluded.

### 4. Our Service Levels

- 4.1. We will comply with the following service levels:
  - 4.1.1. 99.5% Platform availability measured across any rolling 12-month period, excluding scheduled maintenance and emergency preventative maintenance.
  - 4.1.2. 99% of Retail Partner Instant Vouchers (as defined in clause 22) will be available in the Employee's account within 60 seconds of payment card approval.
  - 4.1.3. 99% of orders for Retail Partner new Reloadable Cards (as defined in clause 22) ordered by 5pm on a Working Day will be sent by first-class mail on the same day.
  - 4.1.4. Where a request is made for cashback to be withdrawn into a bank account, 95% of withdrawals of confirmed cashback will be transferred within three Working Days.
  - 4.1.5. 100% immediate conversion where cashback is used towards the purchase of Our Retail Partners' vouchers and Reloadable Cards.

## 5. Client Obligations

You will:

- 5.1. not promote the Services or permit access to the Platform to any party other than Your Employees unless otherwise agreed in writing by Us;
- 5.2. not charge any party for access to the Platform or use of the Services;
- 5.3. not use or attempt to use the Services or the Platform for any illegal or unlawful purpose and/or for the purposes of publishing or otherwise distributing materials which are offensive, defamatory or in breach of any intellectual property rights belonging to any third party;
- 5.4. not reverse engineer, decompile, copy, distribute, disseminate, sub-licence, modify, translate, scan and/or adapt any software or other code or script which forms part of or is accessible via the Services or the Platform save as permitted by this Agreement;
- 5.5. cooperate with Us in all matters relating to the Services, including providing Us with such information and materials as We reasonably require to supply the Services and ensuring that such information is complete and accurate in all material respects including, but not limited to, the Employee data uploaded through the self-service Integrations Dashboard;
- 5.6. set up integration to the Platform from Your corporate portal or identity provider (IDP) using the Integrations Dashboard, in order to configure Employees' access to the Platform and Services.
- 5.7. If You notify Us that You have decided to create (or procure a third party to create) Your Platform brand, then You must send the brand (including at least the brand logo, corporate logo and unique domain name) to Us within three weeks of Your first implementation meeting with Us. The Platform brand must meet our reasonable requirements notified to You from time to time.
- 5.8. You are responsible for the printing, production and distribution of the Communication Materials.
- 5.9. Provide Us with a copy of any bespoke fonts you require Us to use in design work. These copies must be licensed for Reward Gateway to use. If a licensed copy of the font cannot be provided then Reward Gateway will use the closest alternative font available to Us.

## 6. Fees and Payments

- 6.1. We will invoice You the Implementation Fee at any time from the Contract Date and the first Annual Fee at any time from the Service Start Date.
- 6.2. We will invoice You one month prior to the end of each Contract Year for the Annual Fee. The Annual Fee will be subject to a 5% annual increase at the anniversary of the Service Start Date. Following the minimum term, for each Renewal Term, the Annual Fee will be subject to an increase equal to the greater of the Consumer Price Index (CPI) for the preceding twelve (12) months or five percent (5%).
- 6.3. We will provide 5% additional complimentary employee licences, to support employee growth. You can add additional employees to the Platform at any time. Any additional employees added to the Platform will be billed on a quarterly basis.
- 6.4. Unless stated otherwise in this Agreement, all invoices shall be paid by You within 30 days of receipt by bank transfer into a single bank account as nominated in writing from time to time by Us.
- 6.5. All taxes will be borne by the Party on whom legally levied. VAT payable in relation to the provision of the Services under this agreement shall be considered levied on You.
- 6.6. Should You fail to pay any invoices owed under clause 6.4, We (at our sole discretion) shall charge You a monthly interest rate of 4% above the American Central Bank interest rate on any overdue sums payable to Us under each and every invoice. You shall be solely liable to pay any outstanding invoices along with all interest accrued.

## 7. Compliance with Laws

In performing their obligations under this agreement, the parties shall comply with the Applicable Laws.

## 8. Renewal

- 8.1. We will supply the Services to You for the Minimum Term, after which this Agreement will automatically renew for subsequent periods of twelve months (the "Renewal Term(s)"), unless terminated by either Party in accordance with Clause 12 or by giving a minimum of 90 days' written notice prior to the expiry of the Minimum Term or Renewal

Term, as applicable. We will give you written notice no less than 120 days before the expiry of the Minimum Term (and each Renewal Term, as applicable).

- 8.2** For each Renewal Term, the Annual Fee will be subject to an increase equal to the greater of the Consumer Price Index (CPI) for the preceding twelve (12) months or five percent (5%).

## **9. Intellectual Property**

- 9.1.** For the Term of the Agreement, You grant Us a non-exclusive, royalty-free, revokable licence to use Your Client Marks to the extent necessary to provide the Services and the Portal in accordance with this Agreement. You warrant that our use of such Intellectual Property Rights in accordance with this Agreement will not infringe the Intellectual Property Rights of any third party.

- 9.2.** You shall indemnify Us in full against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss

of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) ("Losses") suffered or incurred by us arising out of, or in connection with, any claim that the Client Marks infringes any Intellectual Property Rights of a third party, save to the extent that such Losses were caused by our (or our personnel, subcontractor or representatives') fraud, wilful default, negligence or breach of this Agreement.

- 9.3.** Save for Intellectual Property Rights licensed to Us in accordance with Clause 9.1, we confirm that we are the owner of all Intellectual Property Rights in or capable of subsisting in the Portal and/or that We hold the necessary authority from any applicable third party owner of any such Intellectual Property Rights to grant the limited licence to use the Portal to You under this Agreement. We warrant that Your use of the Services and the Portal in accordance with this Agreement will not infringe the Intellectual Property Rights of any third party.

- 9.4.** We shall indemnify You in full against all Losses suffered or incurred by you arising out of, or in connection with, any claim that the receipt, use or supply of the Services,

Portal and any deliverables infringes any Intellectual Property Rights of a third party.

- 9.5.** If a party ("Indemnifying Party") is required to indemnify the other party ("Indemnified Party") under this Agreement, the Indemnified Party shall:

- 9.5.1. notify the Indemnifying Party without undue delay in writing of any claim against it qualifying for an indemnity (a "Claim");

- 9.5.2. allow the Indemnifying Party, at its own cost, to conduct all negotiations and proceedings and to settle the Claim, always provided that Indemnifying Party shall obtain the Indemnified Party's prior approval of any settlement terms, such approval not to be unreasonably withheld;

- 9.5.3. provide the Indemnifying Party with such reasonable assistance regarding the Claim as is required by the Indemnifying Party, subject to reimbursement by the Indemnifying Party of the Indemnified Party's costs so incurred; and

- 9.5.4. not, without prior consultation with the Indemnifying Party, make any admission relating to the Claim or attempt to settle it, provided that Indemnifying Party considers and defends any Claim diligently, using competent counsel and in such a way as not to bring the reputation of the Indemnified Party into disrepute.

## **10. Confidentiality**

Each Party shall, during the term of the Agreement and thereafter, keep confidential all, and shall not use for its own purposes (other than the implementation of this agreement) nor without the prior written consent of the other disclose to any third party (except its professional advisors or as may be required by any law or any legal or regulatory authority) the Confidential Information, unless that information is public knowledge or already known to such Party at the time of disclosure, or subsequently becomes public knowledge other than by breach of this agreement, or subsequently comes lawfully into the possession of such Party from a third party. Each Party shall use reasonable efforts to prevent the unauthorized disclosure of any such information.

## 11. Privacy and Data Protection

To the extent that We collect any Personal Data in connection with the provision of the Services then such information shall be collected, stored, used and disclosed by Us in accordance with Data Protection Laws.

- 11.1. You warrant that You will comply with all of your obligations under the Privacy Policy which arise in connection with this Agreement and any other applicable Data Protection Laws. Further, you warrant that you will make such disclosures to, and obtain such consents from, the owner of any Personal Data disclosed to us so that our collection, storage, use and disclosure of that Personal Data in accordance with the provision of the Services under this Agreement and our Privacy Policy will any applicable Data Protection Laws.
- 11.2. We shall notify You within a reasonable period, or, alternatively, within any timeframe as may be required by applicable Data Protection Laws, if We receive a request from a Data Subject for access to that person's Personal Information. We shall provide You with reasonable cooperation and assistance in relation to any request made by a Data Subject to have access to that person's Personal Data or to have such Personal Data deleted. We shall not disclose the Personal Data to any Data Subject or to a third party other than at the request of You.
- 11.3. We shall permit You or Your external advisers (subject to reasonable and appropriate confidentiality undertakings) to inspect and audit Our data processing activities.
- 11.4. On the termination of the Agreement, We shall, at Your option, return all the Personal Data transferred and the copies thereof to You or shall destroy all the Personal Information, unless any applicable laws prevent Us from returning or destroying all or part of the Personal Data transferred.

## 12. Liability

- 12.1. Unless otherwise set out elsewhere in this Agreement, each Party's liability to the other for all claims under or in connection with this Agreement is limited, in aggregate, to the amount of fees paid by You to Us under this Agreement.
- 12.2 Each Party will not be liable for:
  - 12.2.1 indirect or consequential loss; or

- 12.2.2 any loss of use or corruption of software, data or information, or loss of profit, loss of agreements or contracts or goodwill arising out of use or access to the Platform, the provision of Services or otherwise in connection with this Agreement.

12.3 NOTHING IN THIS AGREEMENT LIMITS OR EXCLUDES LIABILITY WHICH CANNOT BE LIMITED OR EXCLUDED BY LAW.

- 12.4. We shall not be liable for any Cashback balances and Instant Vouchers texts that remain unclaimed beyond two years following issue.

## 13. Termination

- 13.1. We may terminate this Agreement with 15 days' notice if undisputed fees are not paid by You within 15 days from the date of notice being issued to You that the payment of such fees is past due.
- 13.2. Either Party may terminate with 30 days notice if the other Party:

- 13.2.1. ceases or threatens to cease carrying on its business, operations or activities, becomes bankrupt or goes into liquidation, becomes insolvent, is dissolved, compounds with its creditors or has a receiver, administrative receiver or administrator appointed over the whole or any part of its assets or a petition is presented, or a meeting is convened for the purpose of considering a resolution, for the making of an administrative order, the winding-up, bankruptcy or dissolution of that Party or that Party suffers any similar process in any jurisdiction outside of the United States; or
- 13.2.2. commits a breach of this Agreement and fails to remedy such breach within 30 days of notice from the other Party.

- 13.3. We may suspend an Employee's access to the Services and/or the Platform at any time where we are permitted to do so by law or in accordance with the Employee Terms.

- 13.4. On termination, You will pay all outstanding fees and each Party will, on request, return to the other Party or delete all Confidential Information of the other Party, unless it is required to retain such information by applicable laws.

**13.5.** Termination or expiry of the Agreement on whatever basis shall be without prejudice to any rights or obligations of either Party which have accrued prior to the date of termination and shall not affect the continuation or coming into force of any provision of this agreement which, whether expressly or by implication, is to continue in or come into force following expiry or termination.

**14. Force Majeure**

**14.1** Subject to Clause 14.5, neither Party will be in breach, nor liable for any failure or delay in performance of any obligations where such failure or delay is reasonable attributable to an event of Force Majeure.

**14.2.** Any Party subject to a Force Majeure event must promptly notify the other Party.

**12.4.** If a Force Majeure event continues beyond one month, either Party may terminate this Agreement by written notice to the other Party.

**14.5.** Neither Party will have any liability to the other in respect of termination due to Force Majeure.

**14.6.** Your obligation to pay the fees in accordance with Clause 6 shall not be affected by the occurrence of any event of Force Majeure.

**15. Notices**

Any notice given under the Agreement by either Party will be in writing and sent by prepaid registered post or email to the addresses of the other Party as set out in the Order Form, or such other addresses as is notified in writing by that Party from time to time. Notice given under this agreement shall not be valid if it is given by email and the Party giving the notice receives notification that the transmission of the email has failed. You warrant that any notices served on Your behalf under the Agreement shall be given by a duly authorized representative.

**16. Severance**

If any provision of the Agreement is found by any court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, that provision will be deemed not to form part of the Agreement and the remaining provisions shall remain in full force and effect.

**17. Partnership, Agency and the rights of third parties**

Nothing in the Agreement is intended to create a partnership between the Parties, and neither Party will have authority to act in the name of the other. Any person or organization that is not a party to the Agreement shall have no right to enforce any term of the Agreement, including, for the avoidance of doubt, any Retail Partner.

**18. Modification**

**18.1.** The terms of the Agreement may be modified by Us subject to Us providing You with at least 60 days' notice in writing of the terms to be varied in accordance with this Clause.

**18.2.** If You do not agree to any modifications notified to You in accordance with this Clause 16, You have, without limiting or affecting any other rights or remedies available to You, the right to terminate the Agreement with Us with immediate effect by giving written notice to us. For the avoidance of doubt, where You exercise the right to terminate in accordance with this Clause 18.

You shall pay any outstanding fees which are due and payable in relation to Services provided prior to the date of termination, but will not be liable for any fees in connection with the rest of the Minimum Term or the Renewal Term, as applicable.

**19. Dispute Resolution**

If any dispute arises in connection with the agreement, the Parties will meet within 15 days to resolve it and for this purpose shall hire and utilize the services of a professional and experienced mediator reasonably acceptable to both Parties. If the mediation is not commenced within such 15 day period, or if the dispute is not settled by mediation within 15 days of commencement of the mediation or within such further period as the Parties may agree in writing, either Party may bring a claim in accordance with Clause 21.

**20. Waiver**

**20.1.** A waiver by either Party of any right under the Agreement is only effective if given in writing and will not be deemed a waiver of any subsequent breach or default.

**20.2.** A failure or delay by either Party in exercising any right or remedy provided in this agreement or by law will not constitute a waiver of that right or remedy, or other rights of remedies.

**20.3.** No partial or single exercise by either Party of any right or remedy provided by the Agreement or by law will preclude or restrict the further exercise of any such right or remedy.

**21. Governing Law**

This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without giving effect to any choice of conflict of law provision or rule of any jurisdiction. The courts of applicable jurisdiction located in Boston, Massachusetts will have exclusive jurisdiction to settle any claim arising under the Agreement, and You irrevocably submit to such exclusive jurisdiction.

**22. Employee Reward & Recognition**

**22.1. Additional Definitions**

**Award(s):** the amount of the Award Value which Your nominated authorisers may award to Employees.

**Award Data:** details of Recipients and other information (including, where necessary, Personal Data) reasonably required to enable Us to process Awards.

**Award Value:** amount You wish to be awarded to the Employee.

**Recipient:** Employee who is the beneficiary of an Award.

**Reward and Recognition Service:** the service operated by Us on behalf of You whereby Recipients can receive an Award from Your nominated authorisers.

**Social Recognition Wall:** Social Recognition wall takes peer-to-peer and manager-to-peer moments of recognition and makes them public by adding them to a social wall feed.

**Social Recognition Platform:** the content management system integrated within the Platform that facilitates the real-time transmission of peer to peer social interactions, such as reactions and comments

**Reward Marketplace:** reward redemption webpage where employees can choose to redeem their Awards.

**22.2. Our Obligations**

We will:

22.2.1. provide access for Recipients to a webpage with Your branding hosted on the Platform explaining the Award redemption process;

22.2.2. notify Recipients of Awards on receipt of Award Data;

22.2.3. credit the Recipient's Reward Gateway account with the Award Value within 2 working days of receipt of the Award Value from You in accordance with Clause 20.3.3;

22.2.4. enable functionality for a Recipient to choose and place an order for Vouchers online. You accept that the selection of Vouchers may change and availability of any particular Voucher is not guaranteed. A list of available Vouchers can be produced on request;

22.2.5. cancel any Vouchers notified to Us as undelivered and, subject to security checks and investigation, issue replacement Vouchers to the Recipient as soon as reasonably practical;

22.2.6. provide You with a report of Vouchers chosen by Recipients, on request; and

22.2.7. provide a Social Recognition Wall which takes peer-to-peer and manager-to-peer moments of recognition and makes them public by adding them to the Social Recognition Platform. The Social Recognition Platform facilitates the real-time transmission of peer-to-peer social interactions, such as reactions and comments.

**22.3. Client Obligations**

22.3.1. provide Us with monthly Award Data;

22.3.2. advise Us of any changes which could affect the operation of the Reward and Recognition Service or the Social Recognition Platform;

20.3.3. pay Us the Award Value that is credited to the Recipients' accounts in accordance with Clause 21 Where Vouchers are issued prior to payment, ownership remains with Us until payment received and You shall reimburse Us for any Vouchers redeemed prior to payment

22.3.4. be fully responsible for the completeness and accuracy of Award Data;

22.3.5. obtain Your own tax advice to ensure that the operation of the Reward and Recognition Program on the Platform is in accordance with all applicable tax-related laws and regulations; and

22.3.6. account for liability for tax arising in connection with the Awards and the Reward and Recognition Service; and

22.3.6. advise Us of any changes or circumstances which could affect the operation of the Social Recognition Wall.

## **23. Employee Reward & Recognition Fees and Payments**

**23.1.** We will send a pro-forma invoice to You for the Award Value in advance, on a mutually agreed frequency period. Credit will be increased, upon Client request, provided that the invoice had been paid. At the end of the period, we will collate the Awards claimed and apply any applicable and appropriate tax treatment. Any remaining Award Value will be carried forward to the next period.

23.1.1. Notwithstanding Clause 6.3, You will pay all valid invoices for the Award Value in full within 14 days of the invoice being submitted to You for payment.

23.1.2. We will invoice You for any other agreed disbursements at the time You confirm the order and such invoices shall be paid in accordance with Clause 6.3.

## **24. Award Value**

**24.1.** Awards are provided at full face value and are not subject to administration, processing, delivery or handling fees. In order to support the costs of the Reward and Recognition Service, the Awards are not eligible for any retail discounts.

## **25. E-cards**

### **25.1. Additional Definitions**

**E-Card:** an electronic organizational greeting containing pictorial graphics and message lines which emphasize the values and behaviors that You wish to see recognized.

**E-Card Platform:** the content management system integrated within the that facilitates the real-time transmission of peer-to-peer and manager-to-subordinate recognition messages and provides access to authorized Employees to interrogate traffic flow data and additional message content where the sender allows.

### **25.2. Our Obligations**

25.2.1. provide access for Recipients to a webpage with Your branding hosted on an integrated E-Card platform explaining E-Cards and how they operate;

25.2.2. enable functionality for Employees to choose from a selection of E-Cards online and transmit the same to another employee on a real-time basis;

25.2.3. report on E-Cards chosen by Employees to authorized Employees; and

25.2.4. provide draft initial designs, for up to 12 eCards, with up to three rounds of revisions.

## **25.3. Client Obligations**

25.3.1. advise Us of any changes or circumstances which could affect the operation of the E-Card Service.

## **26. AwardFile Plus**

### **26.1. Additional Definitions**

**Award File:** is the engine that supports point-in-time recognition, such as large group achievements or long-service awards. It allows managers to acknowledge multiple employees for their contributions in bulk.

**Award Types:** the awards You have created to be used on the Platform.

**Award Value:** amount You wish to be awarded to the Employee.

**Award File Plus Platform:** the reward program integrated within the Platform that facilitates the real-time transmission of awards and provides access to authorized individuals to interrogate traffic flow data and additional message content.

## **27. Award Nominator**

### **27.1. Additional Definitions**

**Nomination:** a peer-to-peer nomination consisting of the responses to the fields defined in the Award Nominator Form.

**Award Nominator Form:** the question and answers You have created to collect the information needed to assess the Nomination. **Nomination Method:** the approval process You have requested and the method You want it to operate.

**Award Types:** the awards You have created to be used on the Platform.



**Award Value:** amount You wish to be awarded to the Employee.

**Award Nominator Platform:** the reward program integrated within the Platform that facilitates the real-time submission of nominations, ready to be approved by authorized individuals. Once approved the awards are dispatched to the award recipient

**Recipient:** Employee who is the beneficiary of an Award following a Nomination.

## 27.2. Our Obligations

27.2.1. assist You in creating up to five Award Types; and

27.2.2. subject to Your compliance with Clause 27.3, once a Nomination has been approved by an authorized individual and the Award Value and Award Type has been confirmed by the authorized individual, dispatch the Award to the Recipient.

## 27.3. Client Obligations

27.3.1. provide Us with details of the Award Types You have created at least three weeks prior to the Launch Date.

## 28. Instant Award

### 28.1. Additional Definitions

**Instant Awards:** are awards sent by Pot Owners to instantly recognize and reward Employees.

**Instant Award Types:** the awards You have created to be used by Pot Owners.

**Award Value:** the amount You wish to be awarded to the Employee.

**Pot Owner:** an Employee You have assigned reward budget to.

**Instant Awards Platform:** the reward program integrated within the Platform that facilitates the real-time transmission of Instant Awards from Pot Owners.

### 28.2. Our Obligations

We will

28.2.1. draft the initial design for up to 12 Instant Award cards with up to two rounds of revisions; and

28.2.2. subject to confirmation fo the Instant Award Type and Award Value, allow Pot Owners to send Instant Awards to Employees through the Instant Awards Platform.

## 29. On the Spot Recognition

### 29.1. Additional Definitions

**On the Spot Recognition:** unique digital award codes available for clients to print, distribute and track provision of Awards to employees.

## 30. Connect+ mobile app

### 30.1. Additional Definitions

**Connect+ App:** an app for connecting and interacting with recognition stories and blog posts happening across Your organization. Employees can send eCards and view their own and their peers' profiles. Also, Connect+ App allows a peer-to-peer nomination.

**Social feed:** a chronological feed displaying recognition moments and blog posts.

**eCard:** an electronic organizational greeting containing pictorial graphics and message lines which emphasize the values and behaviors that You wish to see recognized.

**Blog Post:** an article from a blog written by an authorized Employee.

**Profile:** a profile where an Employee can choose which personal data they want to make public to share with their peers.

**Alerts:** push notifications that the Employee can turn on or off.

## 31. Employee Communication

### 31.1. Additional Definitions

**Employee Communication:** Any form of communication You do via the Platform. **Employee Communication Data:** details contained within content and other Personal Data sufficient to enable Us created segmented versions of content.

**Employee Communication Types:** SmartComms, Employee Files Locker and Connect+ mobile app.

## 32. Employee Communications Smart Comms

### 32.1. Additional Definitions

**SmartComms:** employee communication tools including Blogs, Pages, Layouts and Tiles.

**SmartComms Platform:** the content management system integrated within the Platform that facilitates the real-time communication between Employees, and provides access to authorized Employees to interrogate traffic flow data.

**Blogs:** a collection of articles written by authorized Employees.

**Pages:** a collection of pages used to form the bases of the Platform and host information You want to share with Your Employees.

**Layouts:** a collection of layouts used to host information and help Employees navigate the wider Platform.

**Tiles:** used to create Layouts to display information or navigate Employees to other content/areas of the Platform.

### 32.2. Our Obligations

- 32.2.1. create up to 10 Pages; and
- 32.2.2. provide initial access to the Platform for populating Blog content (timing to be agreed by the parties during planning).

### 32.3. Client Obligations

You will

- 32.3.1. provide Us with the content for Pages, Layouts and Tiles and the initial content for the Blogs to be supplied three weeks prior to the Launch Date.

## 33. Employee Files Locker

### 33.1. Additional Definitions

**Employee Files Locker:** host and store electronic files in a digital file library, to make them instantly available on your platform.

### 33.2. Our obligations

- 33.2.1. Securely host and store all files supplied by the Employer.
- 33.2.2. Permanently delete a file once the file expiry data is reached.

### 33.3. Client obligation

- 33.3.1. Upload the files to be stored by us on Your Platform.
- 33.3.2. Ensure each file is correctly associated with the respective employee via the file name.

## 34. Employee Survey

### 34.1. Additional Definitions

**Employee Survey:** surveys created, scheduled and dispatched by You to Your employees or list of recipients.

**Employee Survey data:** details of Recipients and other Personal Data sufficient to enable Us to process Surveys.

**Employee Survey Types:** {Employee Survey, Survey

Templates, Polls, Engaged Index and eNPS}

**Employee Survey Service:** the service operated by Us on behalf of You.

## 35. Employee Discounts

### 35.1. Additional Definitions

**SmartSpending™:** Employee discounts product providing online and in store discounts.

**Instant Voucher:** Digital code that holds discounted store credit.

**Cashback:** An online offer facility that allows You to receive a percentage of the cost or a fixed amount back after a purchase.

### 35.2. Our Obligations

- 35.2.1. A list of available Instant Vouchers and Cashbacks can be produced on request. You understand that this list may change due to reasons beyond Our control, such as a retailer ceasing to trade.

## 36. SmartSpending™ Mobile App

### 36.1. Additional Definitions

**eGift Card:** method of payment in order to redeem Products.

**Retailer listing:** A browsable and searchable list of all retailers that provide Cashback, Instant Voucher or eGift Card discount offers. **Retailer screen:** A participating retailer screen showcasing all available discount offers by that retailer.

**Account:** An account where an Employee can see their Total savings, Approved Cashback balance, Pending Cashback balance, and their personal account details.

**Digital Wallet:** Saved list of Instant Vouchers/eGift Cards purchased by the Employee for easy access. The Employee can mark Instant Vouchers as “used.”

### 36.2. Our Obligations

- 36.2.1. The SmartSpending™ app (described above) puts Our Employee Discount offering into a single app for Employees and is available on Android and iOS. It can be used in addition to Your desktop site, with each way of saving replicated on both the desktop and the app. The app can be used to purchase Instant Vouchers/eGift Cards which can be used right away as well as being automatically saved to a Digital Wallet for future use. Employees can also earn Cashback when shopping online through the app, and use Cashback

towards Instant Voucher purchases. The app can also be used to purchase Instant Vouchers and to increase the monetary value at a discounted price.

## 37. Employee Wellbeing

### 37.1. Additional Definitions

**Wellbeing Center:** provides employees access to Mental, Physical and Financial wellbeing content, tools and services on the Platform.

**Health Calendar:** Monthly plan of wellbeing topics displayed within the Wellbeing Center and communicated to Employees via a monthly communication.

### 37.2. Our obligations

37.2.1. configure and host the Wellbeing Center and provide a help desk for Employee inquiries;

37.2.2. update content on the Wellbeing Center regularly; and

37.2.3. unless You restrict this functionality, provide monthly Employee communications aligned to the Health Calendar which Employees can opt-in or opt-out to receive.

### 37.3. Client obligations

You will give signposted access to the Wellbeing Center on Your Platform and communicate reference to the Wellbeing Center for all Employees.

## 38. Wellbeing+

Is our comprehensive wellness application making health fun, social and approachable in the workplace. The application allows Employees to participate in health challenges, connect any activity tracker to track progress, earn rewards, and to view on-demand content in all categories of health (including mental, mindful, physical, sleep and nutrition).

### 38.1 Additional Definitions

38.1.1. **“Content”** means all data, including all text, sound, video or image files and software that can be published through the use of the Services.

38.1.2. You and Your Employees and Associated Account employees may be able to post or store

Content to third party websites and or Our websites, which will be made available through the Services. You may be able to post or provide materials (including feedback) that are part of the Services in a publicly accessible area that allows You to communicate with others. Use of the websites and the sharing of Content will be subject to the terms of use associated with those publicly accessible websites. You acknowledge that certain technical processing for posting Content may be required to store and retrieve the Content, conform to connecting networks’ technical requirements, or conform to the limitations of the Services.

38.1.3. The Services contain links to third-party websites. These third-party websites are not under our control. If We have included these links in the Services, We provide them as a convenience only. The including of these links is not an endorsement by Us of any third-party website, service or product. We reserve the right to disable links to any third-party website that You post on the Services.

38.1.4. We are not liable for any Content not provided by Us. You are solely responsible for maintaining and backing up any Content that You use with the Services. You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use such Content. We shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Content that You use with the Services.

### 38.2. Associated Accounts

38.2.1. Only You may use the Services account. However, We may allow You to set up additional accounts that are dependent on Your account (each, an “Associated Account”). We may limit associated accounts. You are responsible for all activity under an Associated Account. You are solely responsible for monitoring the usage of the Services by Associated Accounts and for any use or misuse of the Services resulting from any Associated Account or any third party using any password or username selected by or issued to You.

### 38.3 One Time Wellbeing +

38.3.1 You have opted to purchase one time access only to Wellbeing+, where the period of use will be limited to a specified duration. The payment terms and period of use is specified in the Client Agreement. Clauses 3.3.5, 4, 6 and 8 of these Terms and Conditions will not apply to this one time access.