

CARDHOLDER AGREEMENT TERMS AND CONDITIONS

(Version April 2016)

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PLEASE READ CAREFULLY AND RETAIN FOR FUTURE USE: This Agreement is between StoreFinancial Services UK Ltd., and the Cardholder. This Agreement accompanies your Gift Card, and states the terms and conditions governing the use of your Gift Card, the latest version of which is posted online at www.restaurantchoice.co.uk. By purchasing, accepting, signing, or using the Gift Card, and in consideration for the right of all Cardholders to use the Gift Card, all Cardholders agree to be bound by the terms and conditions stated herein.

The Terms and Conditions within this agreement may change from time to time as required by the SFS, the Distributor or applicable law. To ensure your Cardholder Agreement is up to date please visit www.restaurantchoice.co.uk or call 0161 669 5889 to request a copy.

Definitions. As used herein, “Cardholder” refers to the Purchaser of the Gift Card and all subsequent holders of the Gift Card, known or anonymous. “Gift Card” means the plastic or digital Gift Card that is accompanied by this Agreement. “Purchaser” means the original purchaser of the Gift Card. “Restaurant” means a restaurant which is a contractual partner of The Restaurant Choice and which is authorised to accept the Gift Card as valid payment for standard food and drinks. A list of Restaurants is available on www.restaurantchoice.co.uk. This list is subject to change. “SFS” means StoreFinancial Services UK Ltd whose registered office is at Latham House, 33/34 Paradise Street, Birmingham, B1 2AJ, United Kingdom. “Distributor” means The Restaurant Choice Limited whose registered office is at The Bramblings, Hollins Lane, Forton, Preston, PR3 0AB, United Kingdom. “We” and “us” and “our” refers to SFS. “You” and “your” refer to the Cardholder.

The Gift Card. Your Gift Card is a pre-paid, single-load stored value plastic or digital card issued by SFS. It is not a credit card. It cannot be reloaded with additional funds or value. Except as provided in this Agreement or required by law, your Gift Card is usable only to purchase food and drinks in accordance with this Agreement, and may not be used at a cash machine.

Gift Card Use. Purchaser may pre-pay and load a pounds sterling value onto the Gift Card to be used for future purchases of food or drinks at Restaurants. The Gift Card may be used up to, but not above, the available balance of its Gift Card account. When the Gift Card is purchased, the initial available balance of the Gift Card account will be the prepaid and activated value of the Gift Card. This initial available balance will be reduced by the amount of each purchase of food or drinks; by the assessment of applicable fees described in this Agreement; and by other deductions, if any, required by law or this Agreement. No interest, dividends, or other earnings will accrue or will be due, paid or credited to any Cardholder on the balance of the Gift Card account. The Gift Card account will automatically terminate when it has a zero balance or has expired. After the Gift Card account is terminated, transactions on the Gift Card will be declined. If your Gift Card is used to make a purchase below the available balance, the remaining balance after purchase will not be paid in cash to Cardholder but may be used to purchase other goods or services at a Restaurant. Purchases in an amount above the balance of the Gift Card account will be declined by a Restaurant. To make such a transaction, Cardholder must combine the use of the Gift Card with another acceptable form of payment. Some Restaurants may refuse to facilitate such split transactions. You agree and understand that we are not responsible for the refusal of a Restaurant to accept the Gift Card in a split transaction.

Limitations on Use. The Gift Card is not and cannot be used to make periodic payments to any merchant as a credit card, credit line, overdraft protection, or a generally accepted debit card or deposit account. The Gift Card cannot be used to pay for tips or gratuities, to make purchases that exceed the available balance of the Gift Card account, to make payment on any account or loan, or

to make recurring payments. You agree not to use the Gift Card at any non-participating or unauthorised retail locations, and not to use the Gift Card for any illegal transaction.

Statements and Balance Enquiries. You will not be sent any statements concerning the Gift Card. You may enquire about the purchase date, available balance, and transaction history of the Gift Card by telephone at 0161 669 5889 or online at www.restaurantchoice.co.uk.

Expiration. The Gift Card and Gift Card account expire 12 months from the date of activation. After the expiry date, the funds in your Gift Card account cease to be valid and you will lose all rights to those funds except as detailed in this agreement. The expiry date is available on www.restaurantchoice.co.uk or by calling 0161 669 5889 (local rate).

Grace Period. The Distributor offers a grace period of 3 months, starting the day after the Gift Card has expired, wherein the Cardholder may request a new Gift Card on payment of an administrative fee. If a Gift Card has expired for longer than 3 months the grace period has ended and the Cardholder may not make a request for a new Gift Card. To request a new Gift Card the Cardholder should email the Distributor at consumers@restaurantchoice.co.uk or telephone Distributor on 0161 669 5889 within 3 months of the expiry date. All requests made more than 3 months after expiration will be denied. You may choose to replace the Gift Card with either a plastic Gift Card or a digital Gift Card, regardless of the original type of the expired Gift Card. The Distributor will charge an administration fee of £4.95 to replace a Gift Card with a digital Gift Card and an administration fee of £6.95 to replace a Gift Card with a plastic Gift Card. The new Gift Card will be sent only after the Distributor has received payment of the administration fee. The replacement Gift Card will be valid for 12 months from the date of replacement and a value on issue of the remaining balance of the expired Gift Card.

Lost, Stolen or Damaged Gift Cards. You will be responsible for all transactions associated with the Gift Card, including any unauthorised transactions that may result if the Gift Card is lost or stolen. **You should treat the Gift Card like cash. If the Gift Card is lost or stolen, you may lose the stored value.** Lost, Stolen or Damaged Gift Cards cannot be replaced.

Fees and Charges. The following fees and charges apply to your Gift Card:

Purchase or Handling Fee. A fee may be charged to Purchaser for the purchase and activation of the Gift Card online in the amount disclosed to the Purchaser at the time of purchase.

Privacy and Disclosures to Third Persons. Your Gift Card is not held on a personal basis and may be held on an anonymous basis. Your Gift Card may be used without identification by the bearer. You agree and acknowledge that we may disclose information about the Gift Card to our affiliates, our service providers, our accountants and auditors, the Distributor, the Restaurants and others who assist us in providing the Gift Card and related services. We may also disclose information identifiable with your Gift Card as necessary to complete a transaction; comply with applicable laws; verify the existence and status of your Gift Card to third persons; as part of our analysis for internal purposes; as required for the protection of any third person or us; in conjunction with the sale of the business of SFS; with your consent; and as otherwise permitted by law. We may also disclose to any third person information that originated from the Gift Card when such information is aggregated with other information and not specifically identifiable with the Gift Card.

Personal Data. We may collect information and take actions necessary to verify your identification. Your personal data will at all times be processed fairly and lawfully in accordance with the principles of the Data Protection Act 1998 or other applicable data protection legislation. You agree that the Distributor may (i) retain and process all personal information given by you to the Distributor in connection with your purchase and use of the Gift Card for purposes including data analysis, to personalise and improve the shopping experience, and to communicate with you about products, services and promotional offers (and that the Distributor may record this information both manually and/or on a computer database and will be the data controller for this information), (ii) disclose and transfer this personal information to SFS as its data processor for processing, including possibly processing such data outside the European Economic Area in the United States of America, and (iii) release personal information when appropriate to comply with the law; enforce or apply this

Cardholder Agreement, which includes exchanging information with other companies and organisations for fraud protection and risk reduction. At the point of purchase, if you were not provided with the opportunity to opt in or out of receiving further marketing communication from the Distributor as outlined above in clause (i) of this paragraph the Distributor will not use this data for further marketing communications. If your personal data is transferred outside of the EEA the Issuer will take steps to ensure it will be afforded the same level of protection as it would if processed within the UK. You have the right to request details of the personal data that is held about you and may receive this by writing to the Distributor.

Program Termination. The Distributor's Gift Card program may be terminated. If your Gift Card cannot be used after such termination, you will be entitled to surrender and redeem your Gift Card in the amount of the available balance of the Gift Card account at the time of the redemption. Enquiries concerning surrenders and redemptions should be made by calling Distributor at 0161 669 5889.

Restaurant Disputes, Returns and Exchanges. When you use the Gift Card, the Restaurant should provide you with a receipt similar to that provided with a credit or debit card transaction. Please check the receipt to verify the transaction amount. If the amount is incorrect, you should notify the Restaurant to correct the error. If you have a problem with a purchase or a dispute with a Restaurant, you must deal directly with the Restaurant. The Restaurant is not an affiliate or agent of SFS, or Distributor. You agree and acknowledge that SFS and Distributor are not responsible for the goods or services purchased with the Gift Card. Furthermore, any returns or exchanges will be governed by the policies of the Restaurant and applicable law. You may be required by a Restaurant to present the retail receipt and the Gift Card when returning merchandise. Any credit to the Gift Card resulting from a return or exchange may not be available for use by you for up to ten (10) business days. A credit to a Gift Card with a zero balance will reinstate the Gift Card. Any reinstated Gift Card will be subject to the terms and conditions of this Agreement.

Redemptions and Card Redemption Fee. Your Gift Card cannot be redeemed for cash.

Errors, Locks, and Enquires. We reserve the right to correct the balance of your Gift Card account if we believe that a clerical or accounting error has occurred. We also reserve the right to lock your Gift Card or revoke the card if we suspect fraud or other unlawful activity, or if we do not receive funds from Purchaser in the full amount of the activated balance of the Gift Card. With respect to disputes, errors or other enquiries, you should call 0161 669 5889.

DISCLAIMERS AND LIMITS UPON LIABILITY. SUBJECT TO ABOVE ALL CLAIMS FOR LOSSES YOU SUFFER AS A RESULT OF YOUR ACTIONS OR LOSSES YOU SUFFER AS A RESULT OF OUR ACTIONS WHICH WERE NOT A FORESEEABLE CONSEQUENCE OF OUR ACTIONS ARE HEREBY WAIVED BY THE CARDHOLDER AND NEITHER SFS, THE DISTRIBUTOR OR THEIR RESPECTIVE AFFILIATES OR AGENTS HAVE ANY LIABILITY (A) FOR UNAUTHORISED ACCESS TO, OR THE ALTERATION, THEFT OR DESTRUCTION OF, YOUR GIFT CARD THROUGH ACCIDENT, MISUSE, OR FRAUDULENT MEANS OR DEVICES BY A CARDHOLDER OR ANY THIRD PARTY, (B) FOR ANY DELAY OR INABILITY TO USE THE GIFT CARD THAT RESULTS FROM ANY CIRCUMSTANCES BEYOND THE CONTROL OF SFS (INCLUDING ANY ACT OR OMISSION OF A RESTAURANT), OR (C) IF THE USE OF THE GIFT CARD IS SUSPENDED OR PROHIBITED BECAUSE IT HAS BEEN REPORTED LOST OR STOLEN, OR IS BELIEVED TO BE BEING USED FRAUDULENTLY OR IN A SUSPICIOUS MANNER.

SFS, DISTRIBUTOR, AND THEIR RESPECTIVE AFFILIATES AND AGENTS MAKE NO REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE GIFT CARD OR ANY PURCHASES MADE WITH THE GIFT CARD, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. SFS, AND DISTRIBUTOR DO NOT REPRESENT OR WARRANT THAT YOUR GIFT CARD WILL ALWAYS BE ACCESSIBLE OR ACCEPTED. WE ARE NOT LIABLE FOR THE REFUSAL OF A RESTAURANT TO ACCEPT THE GIFT CARD, OR THE FAILURE OF A RESTAURANT'S EQUIPMENT TO PROCESS A TRANSACTION.

NOTHING IN THIS AGREEMENT, HOWEVER, SHALL EXCLUDE OR LIMIT THE SFS', THE DISTRIBUTOR'S OR THEIR RESPECTIVE AFFILIATES' OR AGENTS' LIABILITY: (i) FOR DEATH OR PERSONAL INJURY TO THE

EXTENT RESULTING FROM THEIR RESPECTIVE NEGLIGENCE; (ii) TO THE EXTENT ARISING FROM THEIR RESPECTIVE FRAUD; OR (iii) TO THE EXTENT OF THEIR RESPECTIVE LIABILITY IN ACCORDANCE WITH ANY OTHER MANDATORY LAW PROVISION WHERE LIABILITY CANNOT BE EXCLUDED OR LIMITED.

FOR THE AVOIDANCE OF DOUBT, LIABILITY SHALL NOT BE ON A JOINT AND SEVERAL BASIS, AND EACH PARTY SHALL ONLY BE LIABLE TO THE EXTENT OF ITS OWN NEGLIGENCE, FRAUD OR WILFUL DEFAULT.

Gift Card Issuer. The Gift Card is issued by SFS to you, and SFS undertakes the payment of settlements arising from your use of the Gift Card in accordance with this Agreement. SFS reserves the right to assign, without recourse, its duties and obligations as issuer of the Gift Cards to another issuer. SFS administers the Gift Card program in cooperation with the Distributor. Correspondence about the use of the Card should be directed to Distributor at The Bramblings, Hollins Lane, Forton, Preston, PR3 0AB, United Kingdom or by email to consumers@restaurantchoice.co.uk or telephone on 0161 669 5889.

No Compensation Scheme. You are hereby advised and understand that the Financial Services Compensation Scheme does not cover the Gift Card, the Gift Card account, or SFS's liability to pay settlements and redemptions arising from the use of the Gift Card. You are further advised and understand that there is no similar scheme in place to compensate Cardholders in the event that SFS is unable to satisfy any claims related to the Gift Card or this Agreement.

Void Where Prohibited by Law. All provisions of this Agreement are void where expressly and to the extent prohibited by law. In the event any provision of this Agreement is determined to be illegal or unenforceable, that provision will be eliminated or adjusted to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

Retain this Agreement, Gift Card Number and Receipt. This Agreement is available online to the Purchaser of the Gift Card and all subsequent Cardholders at www.restaurantchoice.co.uk or by telephone at 0161 669 5889. The original receipt for the purchase of the Gift Card and the Gift Card number will be required and should be retained in case the Gift Card is lost, stolen or damaged, or for customer service purposes. The entire Gift Card number is printed on the Gift Card, but is not printed on the Gift Card receipt. Please record the entire number and keep in a safe place.

Entire Agreement and Applicable Law. This Agreement, along with the terms on the back of the Gift Card and the Gift Card receipt, constitute the complete and exclusive statement of agreement between you and us regarding the Gift Card. This Agreement is subject to English law and to the exclusive jurisdiction of the English courts.

FOR INFORMATION ABOUT THE DISTRIBUTOR GIFT CARD PROGRAM, PLEASE EMAIL YOUR QUESTIONS OR COMMENTS TO CONSUMERS@RESTAURANTCHOICE.CO.UK OR CALL 0161 669 5889.

IF YOU HAVE ANY COMPLAINTS ABOUT ANY ASPECT OF THE DISTRIBUTOR GIFT CARD PROGRAM, PLEASE EMAIL SFFEEEDBACK@STOREFINANCIAL.COM OR CALL 0121 268 3210.

This gift card is issued by StoreFinancial Services UK Limited.