

If you are a user having your usual residence in the United States of America, these End User Terms (<https://fidelapi.com/legal/end-user-terms-us.pdf>) shall apply.

If you are a user having your usual residence in the United Kingdom, Switzerland, EEA, or anywhere outside of the United States of America, the following End User Terms shall apply.

## Fidel API End User Terms (for Users Outside the US)

**LAST UPDATED:** 15 Sep 2022

Fidel API operates a service that allows you to share your transaction data with operators of loyalty programs (“**Publishers**”) that you have joined (the “**Fidel API Service**”).

The Fidel API Service is delivered by Fidel Limited (“**Fidel API**”, “**we**”, “**us**”) (<https://fidelapi.com/>), a company registered in England and Wales (company number 10278251) with our registered office at 9th Floor, 107 Cheapside, London, United Kingdom, EC2V 6DN. Fidel API’s main trading address is 2nd and 3rd floors 25 Kingly St, London W1B 5QB.

These end-user terms of service (“**Terms**”) apply to you and your use of Fidel API Service through the applications or websites of the relevant Publisher.

Please read these Terms carefully before you start to use the Fidel API Service. By using the Fidel API Service at any time, you confirm that you agree to these Terms as they are in force at that time. If you do not agree to these Terms, you must not use the Fidel API Service.

### 1. Definitions

1.1 In these Terms, the following words and expressions have the following meaning:

**Card Networks:** means a payment processor that facilitates card payment transactions between issuing banks who are authorized by you to provide your transaction data to Fidel API (including Visa, Mastercard and American Express);

**Eligible Payment Card:** means a Payment Card which is eligible to become a Linked Card as determined in accordance with paragraph 5;

**Linked Card:** means an Eligible Payment Card that you enroll with the Fidel API Service for use in connection with your participation in the Publisher’s loyalty program;

**Offer:** means any scheme or offer operated by a Publisher or a Participating Merchant that permits you to receive cashback, points, discounts, enhanced services, benefits or other incentives or value when you enter into transactions with that Publisher or a Participating Merchant, or as otherwise specified by that Publisher or a Participating Merchant;

**Payment Card** means a credit or debit card issued by an issuing bank;

**Participating Merchant:** means merchants that are part of the Publisher’s loyalty program; and

**Qualifying Transaction:** means any purchase of goods and/or services made by you from a Participating Merchant using a Linked Card, which complies with the terms associated with an Offer available at that Participating Merchant.

### 2. How to contact us

You can contact us via email at: [terms@fidelapi.com](mailto:terms@fidelapi.com).

### 3. Information about you and your privacy

3.1 Your privacy is important to us. You should read our Privacy Policy to understand how we collect, use and share information about you available at: <https://fidelapi.com/legal/privacy/>.

#### **4. User eligibility**

- 4.1 In addition to meeting any relevant eligibility criteria set out in your agreement with the relevant Publisher, you must be 18 years or older or of legal age in your territory in order to be eligible to use the Fidel API Service.
- 4.2 You acknowledge and agree that if at any time, Fidel API in its sole and absolute discretion determines that you do not meet (a) any of the criteria set out in the above paragraph 4.1 or (b) any of the relevant Publisher's applicable eligibility criteria, Fidel API may terminate your access to the Fidel API Service.

#### **5. Card eligibility and linking**

- 5.1 Card Eligibility: Only Eligible Payment Cards may become Linked Cards. Please note that not all Visa, MasterCard and American Express cards are able to become Eligible Payment Cards. The Payment Cards not eligible to become Linked Cards are Visa, MasterCard, and American Express Corporate cards, Visa, MasterCard, and American Express Purchasing cards, non-reloadable prepaid cards, government-administered prepaid cards (including EBT cards), healthcare (including Health Savings Account (HSA) or Flexible Spending Account (FSA) or insurance prepaid cards, Visa Buxx, and Visa-branded, MasterCard-branded, and American Express-branded cards whose transactions are not processed through the Visa payment system, MasterCard payment system, and/or American Express payment system, and any other type of card notified to you by Fidel API from time to time.
- 5.2 Fidel API and the Card Networks may in their sole and absolute discretion decide whether a Payment Card is eligible to become a Linked Card.
- 5.3 Depending on the territory your registered debit card transaction must be processed as a 'credit' (i.e., authorized with signature and not a PIN) transaction to make sure the transaction can be monitored.
- 5.4 Linking cards: You may link one or more Eligible Payment Cards to the Publisher's loyalty program (as per the Publisher's applicable terms and conditions) to become Linked Cards.
- 5.5 You are responsible for entering the correct information when setting up your Linked Card, and neither will we nor the Card Networks be responsible for any error in this respect, nor are we or the Card Networks responsible if for any technical or other reason, you are unable to link your Payment Card to your account with the Publisher.
- 5.6 Linking/Un-linking an Eligible Payment Card: A Linked Card shall remain a Linked Card unless you un-link it. You can un-link an Eligible Payment Card by following the process for un-linking as set out by your Publisher.

#### **6. Loyalty schemes**

- 6.1 Transaction Eligibility: You may earn points or rewards by making a Qualifying Transaction on a Linked Card at a Participating Merchant in accordance with the applicable terms of the Publisher's loyalty program.
- 6.2 Responsibility: We and the Card Networks are not the operators of loyalty programs operated by Publishers and have no control over how points or rewards are awarded, used or forfeited. As such, we and the Card Networks do not have any responsibility or liability to you arising out of your participation in a loyalty program using a Linked Card.
- 6.3 Complaints: If you have any complaint or concern in relation to the operation of a loyalty scheme, you must contact the relevant Publisher.

#### **7. Collection and use of transaction data**

- 7.1 By agreeing to these Terms and checking the appropriate box at the time of enrolling the Linked Card(s), you are providing the following authorization (for the entire duration of your use of the Fidel

API Service) to enable your participation in the Publisher's loyalty program using the Linked Card and for related purposes:

- (a) Fidel API to share your Linked Card information with the Card Networks so the applicable Card Network(s) is or are informed of the registration of the Linked Card as a part of the Fidel API Service;
- (b) Card Network(s) to monitor your transactions on your Linked Card(s) and to share transaction information with Fidel API related to point of sale purchases made by you with a Linked Card with a Participating Merchant to determine whether you have made a Qualifying Transaction;
- (c) Card Networks to share such information with Fidel API, Publishers, and Participating Merchants (and for each such party to share this information amongst themselves) to enable Offers or to provide Offers that may be of interest to you and for the operation of the relevant loyalty program; and
- (d) Fidel API to share your transaction data received from Card Networks with governmental authorities to comply with lawful requests.

7.2 You may opt-out of the monitoring and collection of your transaction data by un-linking your Linked Card by following the process for un-linking as set out by your Publisher.

7.3 Any relevant Card Network(s) shall have the right to enforce the terms of this paragraph 7.

## **8. Our responsibility to you**

8.1 The Fidel API Service is provided on an "AS IS" and "AS AVAILABLE" basis, and we expressly exclude all warranties of any kind, whether express or implied, including (but not limited to) the implied warranties of merchantability, fitness for a particular purpose and non-infringement, to the extent permitted by law.

8.2 Certain features may rely on your device or networks and connections that are beyond our control. We shall therefore not be liable or responsible for any failure to perform, or delay in performance, of any of our obligations to you which is caused by events outside our reasonable control.

8.3 We are not liable for losses which are not foreseeable and shall only be liable under these Terms for losses which are reasonably foreseeable and caused by Fidel API's breach of these Terms or Fidel API's negligence. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time you accepted these Terms, both we and you knew it might happen.

8.4 We and the Card Networks are not responsible for any losses or damages that arise out of or in connection with any actions or omissions of the Publisher or any Participating Merchant or your participation in any loyalty scheme operated by a Publisher.

8.5 In any event, our maximum aggregate liability to you in respect of the Fidel API Service (whether in contract, tort (including negligence), breach of statutory duty or otherwise) shall in no circumstances exceed the sum of fifty Great British Pounds (£50).

8.6 Nothing in these Terms excludes or limits any (a) statutory rights which may apply to your use of the Fidel API Service which cannot be excluded, restricted or modified by contract, or (b) any liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or for fraud or fraudulent misrepresentation.

## **9. Termination by us**

9.1 We may suspend or end your use of the Fidel API Service at any time in accordance with paragraph 4.2 and if:

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9.2.1 Your relationship with the Publisher ends;

9.2.2 Your Linked Card expires or is deactivated;

9.2.3 You breach these Terms in a serious way.

## **10. Changes to these Terms**

- 10.1 We may change these Terms from time to time. Any changes we may make to these Terms in the future will be posted on Fidel API's website (<https://fidelapi.com/>).
- 10.2 By continuing to use the Fidel API Service following such changes, you agree to be bound by any changes we make. Please review this page frequently to see any updates or changes to these Terms.

## **11. Legal stuff**

- 11.1 All intellectual property in the Fidel API Service and all content contained therein (including but not limited to the screen displays, the content, the text, graphics and look and feel of the Fidel API Service and Fidel API's website), belongs to us or our licensors.
- 11.2 All other trademarks, service marks, company names or logos are the property of their respective holders. Any use by you of these marks, names and logos may constitute an infringement of the holders' rights. We do not warrant that the Fidel API Service do not infringe any intellectual property rights of third parties.
- 11.3 The invalidity or unenforceability of any provision (in whole or part) of these Terms shall not affect the validity or enforceability of the remaining provisions (in whole or part).
- 11.4 The whole or part of any provision which is held by a court of competent jurisdiction to be invalid or unenforceable shall be deemed deleted from these Terms.
- 11.5 These Terms are personal to you. You shall not be entitled to assign these Terms in whole or in part to any third party without our prior written consent.
- 11.6 We may transfer our rights and obligations under these Terms to another organization. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under these Terms.
- 11.7 These Terms do not give rise to any rights for any third parties save that the relevant Card Network may enforce these Terms where it is an intended beneficiary.
- 11.8 Any failure by us to enforce any of these Terms shall not be a waiver of them or limit the right to subsequently enforce any of these Terms.
- 11.9 These Terms shall be governed and construed in accordance with English law. However, this does not exclude any mandatory legal rights you may have in your country of residence, where we are not allowed to exclude such as a matter of law.
- 11.10 The English courts will have jurisdiction, but this does not affect your ability to make a claim in your country of residence where you have this right.