

GENERAL TERMS & CONDITIONS

of the prepaid cards provided by Quantum Marketing Solutions, S.L., a company domiciled at Calle Mandri, 38, 2-2, 08022 Barcelona (Spain) and holder of VAT code B64873060, hereinafter, QUANTUM or HELLOYALTY.

1. General information.

These general terms & conditions have been prepared in strict compliance with the provisions contained in Spanish Law 34/2002 of 11 July on Information Society Services and Electronic Commerce, in Spanish Law 15/1999 of 13 December on the Protection of Personal Data and its implementing provisions, and in the EU's General Data Protection Regulation of 25 May 2018, which govern the use of the website <https://hlycard.com> made available to the User by QUANTUM.

2. Use of the website.

The User accepts that using and accessing the Website <https://hlycard.com> is done freely and consciously, under their sole responsibility.

3. Procedures and processes of use.

The Visa prepaid card is operational and valid solely with the trading entities which accept this payment method. The cards will be usable any day of the week at any time, for the period from the activation date to the expiry date printed on the cards.

The card issuer is not responsible for the return of sums paid with the card in the event of its loss or theft.

Use of the card will be restricted to the balance available at the time of use. The User must not make purchases for a sum greater than the balance available at any time, as the transaction will be declined.

If returning goods or services purchased, the User must have their receipt available. The amount paid on the card may take up to 7 business days to be charged again for the card to be used another time.

The expiry date is printed on the card. Expiry of the card entails the loss of the unused balance and the inoperability of the card.

The User may not request the reduction, increase or return of its value for cash.

The sale and/or commercialisation of the card is strictly prohibited because it is a promotional product.

The expiry date will be set in the Terms & Conditions of the Promotion on which the card initially depends, with rebates not accepted after the expiry date.

QUANTUM will not be liable to the User or to third parties for any direct or indirect damages or losses which they may experience as a result of the fraudulent use, loss or theft of the card.

For any incident not resolved in these General Terms & Conditions, the User may contact our

Customer Service team by emailing info@helloyalty.com, indicating their card number, the promotion for which they received the card, and their enquiry.

4. Liabilities.

QUANTUM is not liable for any type of incident or event caused by a fault in the computer program (where appropriate), by a case of force majeure (for example, impossibility of registration, etc.), by incidents originating in cases of force majeure derived from causes such as a fault in the telephone/computer/electricity connection caused by natural external agents (atmospheric conditions, weather conditions, or by a poor functioning of the companies providing said services).

5. Industrial and intellectual property law.

The design of the website, its source codes, logos, trademarks, and other distinctive signs belong to QUANTUM or partner companies, and are protected by the corresponding intellectual and industrial property rights.

At no time will it be understood that using or accessing the website and/or the services offered therein give the User any right over the aforementioned trademarks, trade names and/or distinctive signs.

6. Tax issues.

Pursuant to the Spanish Personal Income Tax Law, the incentives obtained during the validity of the cards will be considered 'income from business' for the beneficiary, while the recipient of the card will be liable for the fulfilment of tax obligations.

7. Applicable law and jurisdiction.

QUANTUM is governed by the legislation in force in Spain. For any dispute which may arise regarding the interpretation and execution of these Terms & Conditions, the parties submit to the jurisdiction of the Courts of Barcelona, explicitly waiving any other corresponding jurisdiction.

QUANTUM reserves the right to take legal action against anybody who performs any type of act which could be deemed manipulation or falsification of the promotion(s).