

CASHBACKONE SRLS

Registered office: Via Tigellio 18, 09123 Cagliari (Italy)

VAT No. 04182850927 – C.C.I.A.A. A2002915

Website: www.backone.it – Email: infobackone@libero.it

MEMBERSHIP AGREEMENT FOR THE “ONE” PROGRAMME

English translation of the original Italian agreement – for legal and contractual purposes

BETWEEN

Cashbackone Srls, with its registered office at Via Tigellio 18, 09123 Cagliari, Italy, VAT No. 04182850927, hereinafter referred to as the “Company”;AND

Mr./Ms. _____, born in
 _____ on _____, residing at
 _____, Italian Tax Code
 _____, Email
 _____, Telephone
 _____,

hereinafter referred to as the “Client”.

Article 1 – Subject of the Agreement

1.1 This agreement governs the Client’s enrolment in the loyalty programme known as “ONE”, which allows participants to obtain direct discounts and deferred commercial cashback through the use of a digital card managed by the platform.

Article 2 – Accrual Method and Segregated Management

2.1 The cashback accrued does not constitute a bank deposit but represents an economic benefit deriving from commercial discounts.

2.2 Funds are managed through a segregated payment account held with the Payment Institution Stripe Connect. This structure guarantees that such funds are legally separated from the Company’s assets and are safeguarded for the benefit of the Client.

Article 3 – Membership Fee and Automatic Deduction

3.1 The membership to the circuit entails an annual fee of € 25.00.

3.2 The Client expressly authorises the Company and the Stripe Connect system to automatically deduct the € 25.00 fee from the first cashback credited to the Client’s Wallet. Should the first cashback amount be less than € 25.00, the remaining balance shall remain due by the Client and will be deducted from subsequent cashback accruals until full payment is completed.

Art. 3-bis – Wallet Management Fee

3-bis.1. As consideration for the services of wallet management, AI reconciliation, anti-fraud monitoring and periodic liquidation, the Company retains a fee equal to 5% (five percent) of the gross cashback accrued in each liquidation period.

3-bis.2. The fee is automatically deducted prior to each payout and will be shown in the periodic statement made available to the Customer in the App. The net cashback credited corresponds to the gross cashback accrued, net of the 5% fee and the annual membership fee referred to in Art. 3.

Article 4 – Accrual, KYC and Payout

4.1 Each recorded cashback remains in “pending” status for 30 days to allow financial reconciliation carried out by the AI and the Partner.

4.2 KYC obligation: No later than the 15th day of activity or upon reaching specific accumulation thresholds, the Client must upload a valid identification document within the App for anti-money-laundering verification. In the absence of such verification, the amounts due cannot be credited, without prejudice to the Client’s right to request payment once verification is completed.

4.3 The payout of “available” amounts shall occur on a monthly basis (every 30 days) by bank transfer to the IBAN provided by the Client.

Article 5 – Platform Security and Monitoring

5.1 The system continuously monitors transactions to prevent abuse. The Company reserves the right to suspend the account in the following cases:

- (a) when the same IBAN is associated with multiple cardholders;
- (b) geo-inconsistency of transactions (operations executed in geographically distant locations within incompatible timeframes);
- (c) exceeding security thresholds without adequate justification.

Article 6 – Withdrawal and Termination

6.1 The Client may withdraw from this agreement within 14 days from signature.

6.2 The Company may terminate the contract in the event of fraudulent or improper use of the membership card.

Article 7 – Data Processing and Support

7.1 Personal data are processed in accordance with Regulation (EU) 2016/679 (GDPR). Every decision made by the AI is recorded in an immutable Audit Trail.

7.2 For assistance or any communication, the Client may contact: carta.one@backone.it.

Article 8 – Limitation of Liability

8.1 The Company shall in no case be liable for:

(a) malfunctions, delays, or interruptions in payment services, SEPA transfers, or escrow account management attributable to the payment institution partner (Stripe Connect) or involved banks;

(b) any loss, theft, or fraudulent use of the ONE card by third parties, except in cases of wilful misconduct or gross negligence on the part of the Company;

(c) insolvency or payment delays by Affiliated Merchants. In the event of non-collection from a merchant for reasons not attributable to the Client, the Company undertakes to make all reasonable efforts to recover the receivable. If, after 90 days from the scheduled payment date, collection has not occurred for reasons other than proven merchant insolvency, the Company shall pay the Client an indemnity equal to 50 per cent of the accrued but unpaid cashback, up to a maximum of € 50.00;

(d) regulatory or fiscal changes affecting the operation of the programme.

8.2 The Company's indemnity obligation is limited to the amount actually available in the Client's Wallet and in the segregated account at the time of the event, with an upper cap equal to twice the annual fee paid (€ 50.00).

8.3 The Company shall not be liable for indirect damages, loss of profit, or consequential loss exceeding the limits set out in paragraph 2.

8.4 The Client shall hold the Company harmless from any claim by third parties arising from use of the programme.

Article 9 – Jurisdiction

Any dispute arising out of or in connection with this agreement shall fall under the exclusive jurisdiction of the Court of Cagliari. The annexes A and B form an integral and substantial part of this agreement.

Annex A – ONE Circuit Rules & Annex B – Privacy Notice

ANNEX A – REGULATIONS OF THE "ONE" CIRCUIT

Nature of the Credit

The cashback represents a deferred commercial credit. The Client expressly waives any claim to interest that may accrue on the segregated technical account.

Transaction Verification

The right to payment of cashback arises only after the AI agent has confirmed the actual receipt of the corresponding amount from the merchant. In the event of merchant insolvency, the related cashback shall not be payable.

Personal Use

The membership card is personal and non-transferable. Systematic use of the card for purchases made on behalf of third parties may result in termination of this agreement.

Digital Services

The Client authorises the receipt of push notifications and promotional emails relating to discounts and offers within the "ONE" circuit. This Annex forms an integral part of the present agreement.

ANNEX B – PRIVACY NOTICE (Pursuant to Article 13 of the GDPR)

Data Controller

Cashbackone Srls, registered office: Via Tigellio 18, 09123 Cagliari (Italy), VAT No. 04182850927.

Purpose of Processing

Personal data provided shall be processed for the following purposes:

- Management of the contractual relationship: activation of the membership card, cashback management, customer support, and service communications (legal basis: Contract performance – Art. 6(1)(b) GDPR).
- Technical implementation of the discount mechanism deriving from purchases (Art. 6(1)(b) GDPR).
- AML and legal compliance (Art. 6(1)(c) GDPR).
- Fiscal and accounting obligations (e.g. invoicing, record-keeping) – (Art. 6(1)(c) GDPR).
- IT security and fraud prevention – Legitimate interest of the Controller (Art. 6(1)(f) GDPR).
- Marketing and promotional activities (sending offers, newsletters) – Based on explicit consent (Art. 6(1)(a) GDPR, opt-in).

Data Retention Period

Data shall be retained for the duration of the contractual relationship and, thereafter, for the period required to comply with legal obligations (tax and accounting: 10 years) and to protect the Controller's rights in legal proceedings.

Communication to Third Parties and Technical Partners

Data may be shared with:

- Technical partners for service delivery: Stripe Connect (payments), Base44 (digital platform);
- Third parties where required by law (judicial

authorities, public administrations); Consultants and professionals for the protection of contractual rights. Data Transfers Outside the EU

Some technical partners may process data outside the European Union. Where this occurs, transfers are based on adequate safeguards such as the Standard Contractual Clauses approved by the European Commission. Data Subject Rights

The data subject is entitled to request from the Controller: Access to their personal data; Rectification or erasure; Restriction of processing; Data portability; Objection to processing. Requests may be sent to carta.one@libero.it.

The data subject also has the right to lodge a complaint with the Italian Data Protection Authority