## Card e-Service Terms and conditions

#### 1. About these terms

This document contains terms and conditions regulating the access to and use of Circle K's («Circle K's») self-service portal, Card e-Service («the portal») for companies («the customer»). These terms and conditions are shown and accepted when a user is logging on to the portal. The terms and conditions will be updated when new functionality is added to the portal. All users will be notified of any changes to the terms and conditions that affect their use of the application by removed check mark.

For introduction to the general Circle K card terms and conditions visit <a href="www.circlek.se">www.circlek.se</a>, <a href="wwww.circlek.se">www.circlek.se</a>, <a href="www.circlek.se">www.circlek.

# 2. Access to the portal and security procedures

Use of the portal requires that the customer has an existing relationship with Circle K, and that the customer has signed an agreement on the use of their Circle K cards. The cards are assumed to only be used in a professional context by the drivers, in accordance with the signed agreement on use of company and truck cards.

General access to the portal is given when the customer requests one or more administrator users for the portal by writing (via e-mail or a webform) or in a meeting with representatives from Circle K. This will be checked towards Circle K's register of who can administrate the different accounts, before access is granted by Circle K. If a customer has requested a user to a person that is not registered in Circle K's systems, Circle K will contact the persons registered with such administrator rights in writing via e-mail to determine the next step.

After an administrator request is granted, the user will receive an e-mail with a link to registration. User shall register in Circle K ID via the link and after registration the user will have access to the portal. Learn more about Circle K ID here

## 3. About the portal

In the portal user with administrator rights gets access to

- An overview of their own customer relationship, including information about their invoice address, account and card group ID and names, which card types and cards are connected to the different accounts and the text printed on each card (including any driver name or license plate)
- Transactions done on company or truck cards held by the legal units that the user has access to
- Possibility to view and download invoices from Circle K, and see details on these invoices in the portal
- Enroll drivers for mobile payment and manage virtual cards assigned to drivers
- Possibility to manage cards order new (plastic or virtual), block, un-block, reset PIN-attempts, change PIN code, change product-, purchase-, location- and time restrictions
- Overview of credit balance and pre-paid balance
- Set up Alerts and notifications for defined types of alerts and choose distribution channel: SMS, e-mail or endpoint channel

In addition, a user can in some instances add information for their own drivers and/or vehicles Administrator can set up limited access levels for more users within the company

The portal user who has administrator rights is responsible for all actions triggered from the portal including card issuing to authorized card holders

# 4. Security

The administrator is responsible to ensure that no one, including the police, Circle K or other employees at their company, gets access to their password, so that no unauthorized person can act

as the administrator towards Circle K. The password should not be noted down in any way that can be understood or used by others.

Assuming that the customer at any given point in time has satisfactory IT equipment, free of virus, Circle K will ensure that the customer can use the services agreed. The customer is obliged to ensure that security solutions, routers and/or firewalls at their end do not block data to and from the portal. It is the customer's responsibility to ensure that their equipment, programs and internet connection at any given point in time satisfies the requirements made by Circle K for use of the services.

The administrator is responsible to ensure that users access rights is updated and removing access for users that shall no longer have access to company data through the portal.

# 5. Accuracy of information in the portal

The information in the overviews is based on data from Circle K's different source systems. There can be errors in these overviews, e.g. in the form of information not being up to date at a given point in time. For some of the services, the time of last update can be found in the overview.

The different overviews are, based on this, meant as guiding information. Correct information will be available on the applicable invoices for the customer.

The customer is responsible for accuracy of information on drivers and vehicles if he/she has added this information into the portal. The customer also ensures that all private persons whose personal data the customer adds to the portal are informed of such activity.

# 6. Communication from Circle K

Circle K can add information on customer offers on the home page of the portal. This information will only be added into the portal; Circle K will not send marketing by e-mail or SMS to the customer based on registration in the portal. Circle K can, in relevant cases, send information about changes or operational downtime or disruptions in the portal to registered users.

Circle K can send copies of invoices or reports from the portal by e-mail in the cases where the user has requested this.

## 7. Disruptions in the application

Planned or unplanned disruptions in operations may occur. Circle K shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with such disruptions.

# 8. Cookies

By using this service, the customer agrees in the Circle K use of cookies, see Cookies on www.circlek.se, www.circlek.no, www.circlek.dk, www.circlek.ee, www.circlek.lt

## 9. Termination of service

Circle K can, at any point in time, decide to terminate this service temporarily or permanently.

#### 10. Contact

If a user or customer would like to ask questions or make a complaint about the portal, please contact customer service via our web pages, by mail or by phone. Some requests, such as creation of new users or access to registered data must be made in writing.

## 11. Circle K privacy notice

Circle K privacy notice

<u>www.circlek.se</u>, <u>www.circlek.no</u>, <u>www.circlek.dk</u>, <u>www.circlek.ee</u>, <u>www.circlek.lv</u>, <u>www.circlek.lt</u> applies to any personal data processing carried out by Circle K under this agreement unless specifically agreed otherwise.

## 12. Circle K ID user data

User data retention policy – user data of users that has been inactive for 14 months will be removed automatically via a push from the portal to Circle K ID. Only user data connected to the portal will then be removed from Circle K ID. If user has access to other applications in Circle K ID they will remain.

Learn more about Circle K ID here

#### 13. Financial data

Financial data for a given company is accessible for 36 months from the portal.

# 14. Disclaimer for restrictions /limits / voucher management.

Administrator can manage cards – order new (plastic or virtual), block, un-block, reset PIN-attempts, change PIN code, change product-, purchase-, location- and time restrictions.

The portal user who has administrator rights is responsible for all actions triggered from the portal including card issuing to authorized card holders. The Account Holder is responsible for taking necessary actions in response to alerts and notifications that the Account Holder has set up in the portal.

Circle K is not responsible for any loss or damages suffered by the customer as a result of unauthorized or incorrect use of the portal or customer's failure to set up or respond to alerts/notifications. Nor Circle K or the Customer are entitled to indirect or consequential damages unless the loss is caused by the other party's gross negligence or willful misconduct.

Circle K cannot guarantee that the portal and the virtual card infrastructure are available to the account holder at all times. Account holder cannot claim any liability against Circle K for losses which are caused by errors or crashes of the portal or the virtual card infrastructure.