

General Terms and Conditions

Version applicable as of 17/04/2023

The Spin by Valorlux application (the "**Application**") is edited by Valorlux A.S.B.L., 1, boulevard du Jazz, L-4370 Esch-sur-Alzette, registered under number F-137 in the Luxembourg Trade and Companies Register.

These general terms and conditions (the "**GTCs**") aim to provide a legal framework for the terms and conditions under which Valorlux A.S.B.L ("**Valorlux**" or "**Us**") makes the Application and the service available and to define the conditions of access and use of the service by the user (the "**User**" or "**You**").

These GTCs constitute a legally binding agreement between You and Valorlux regarding Your access to and use of the Application. To confirm your agreement, please accept these GTC when You are invited to do so during the process of creating your user account. The GTCs can be consulted at any time via the section "General terms and conditions" located in "General and legal information" under the section "Settings" of the Application or on the website spin.lu.

By accepting these GTCs, each User acknowledges having read and understood the [Privacy Policy](#).

ARTICLE 1 - DEFINITIONS

Where capitalized terms are used in these GTCs, they are defined in this section.

Application – means the Spin by Valorlux application. The Application includes the Service and all content, tools, functions and features offered on or via the Application.

Authorised Drop-off point(s) – means the drop-off points where Users are allowed to deposit their used Reusable returnable containers.

Built-in Payment System – means the online payment system allowing Us to give the order to debit the Deposit from the Payment Method registered by the User in his/her e-Wallet, the payment service being provided by the Payment Service Provider.

Deposit – means the sum of money debited from the Payment Method entered by the User when the User has not returned the Reusable Returnable Containers to an Authorised Drop-off point before the latest drop-off date.

Deposit System – means Our provision and take-back system allowing Users to borrow Reusable Returnable Containers from their purchases from Merchant Partners by undertaking to pay Us the amount of the Deposit when said used containers are not returned to an Authorised Drop-off point by the latest drop-off date.

e-Wallet(s) – means the financial service provided by the Payment Service Provider allowing Users to create an e-wallet on the Application. The e-wallet allows Valorlux to debit the Deposit from the User's Payment Method in the cases provided for in these GTCs.

GTCs – means the legally binding agreement between Valorlux and the User, as defined in the first paragraph of these GTCs.

Merchant Partner(s) – means the merchant(s) using the Deposit System to offer Users Reusable Returnable Containers as part of their takeaway services.

Payment Method – means the payment method entered by the User in his/her e-Wallet when creating his/her Account or using the Application. Payment methods accepted are credit cards and the electronic wallets Apple Pay and Google Pay.

Promise to Purchase – means the contract by which the User commits to purchase the borrowed Reusable returnable container and to pay the Deposit amount when We decide to sell the said container i.e., if the container is not returned to an Authorised drop-off point by the latest drop-off date.

Privacy policy – means the document that defines the way Valorlux collects, uses, processes, stores and transfers personal data in the context of the Application.

Payment Service Provider – means Valorlux's payment service provider, Stripe Payments Europe Limited, a limited liability company, registered in Ireland under company number 513174.

QR code for the Reusable Returnable Container – means the unique QR code of the Reusable Returnable Container.

Latest drop-off date(s) – means the deadline by which the Reusable Returnable Container has to be returned by the User to an Authorised Drop-off point to avoid having the Deposit amount debited from their Payment Method. The latest drop-off date applicable to the borrowed containers are specified on the Application and on the website spin.lu.

Return Period(s) – means the number of days allowed for the User to return the Reusable Returnable Containers to an Authorised Drop-off point. The period starts on the date the container is borrowed and ends on the latest drop-off date.

Reusable Returnable Container(s) – means the reusable packaging offered by Merchant Partners who are part of the Deposit System as part of their takeaway services.

Service – means the Deposit System offered via the Application.

User(s) – means any person who has created an account on the Application and has accepted these GTCs.

User Account or **Account** – means the User's account created on the Application.

User QR code – means the unique QR code associated with the User after the creation of his/her User Account.

ARTICLE 2 – INTRODUCTION

2.1. Welcome to the Application. Please read these GTCs carefully. They set out the terms and conditions under which you may use the Application. If you agree to these GTCs, you may use our Application as a User. If you do not agree to these GTCs, you are not allowed to use the Application.

2.2. Service. The Service we offer consists of a Deposit System allowing the borrowing of Reusable Returnable Containers from Merchant Partners during take-away sales. Reusable Returnable Containers are made available to Users in return for their commitment to purchase them and to pay Us the amount of the Deposit in the event of non-return of the containers to the Authorised Drop-off points by the latest drop-off date. Valorlux is entirely responsible for the Service it provides, within the limits of its commitments and under the conditions set out in these GTCs. Valorlux is not party to any transaction between Users and Merchant Partners.

2.3. Minor users. The Application is intended for use by anyone, including persons under the age of 18. If you are under 18, you must have the permission of a parent or legal representative to create a User Account. Please have a parent or legal representative read these GTCs with you. If you are the parent or legal representative of a minor under the age of 18, you may create an Account and agree to these GTCs on behalf of that minor, but you will assume full responsibility for the minor's use of the Application. The use of a Payment Method belonging to the minor does not affect this responsibility.

2.4. Creating an Account. To use the Service, you must first create a User Account. During the Account creation process, Users are asked to provide personal information (first and last name and email address) and to create a password. This personal information can be entered manually or filled in automatically when using Facebook, Google or Apple login services. Users are then invited to create an e-Wallet by entering a Payment Method with the Payment Service Provider. The Payment Methods accepted on the Application are credit cards and the e-wallets Apple Pay and Google Pay. The purposes and way in which we use this personal data are described in the [Privacy policy](#).

2.5. Security procedure. To protect your User Account and to authenticate you, Valorlux may, if necessary, verify the information contained in your Account. This procedure is reasonable and proportionate to the security objectives pursued. As part of this procedure, Valorlux may call upon its Payment Service Provider to verify the information and the validity of the User's Payment Method.

2.6. Third party terms and conditions. Some features of the Application use tools and services provided by third parties and governed by separate terms and conditions. When using [Facebook](#), [Google](#) or [Apple](#) login services or [Google Pay](#) or [Apple Pay](#) payment services, the User must agree to the terms and conditions of these third parties separately if he/she wishes to use the services they offer. By creating an e-Wallet and entering a Payment Method, the User also agrees to be bound by the Payment Service Provider's terms and conditions, available [here](#), as part of the Integrated Payment System.

2.7. Unilateral changes to these GTCs. The present GTCs may be modified and/or completed at any time, without prior notice, according to the modifications made to the Application, the evolution of the legislation or for any other reason deemed necessary. It is the User's responsibility to inform himself/herself about the GTCs, of which only the updated version accessible on the Application and the [spin.lu](#) website is deemed to be in force.

ARTICLE 3 – BORROWING AND RETURNING

3.1. Borrowing a Returnable Container. The User wishing to borrow a Reusable Returnable Container when making purchases must present their QR code to the Merchant Partner, who will associate it with the QR code of the Reusable Returnable Container. The User does not have to pay the Deposit amount and We retain ownership of the borrowed Reusable Returnable Container. The amount of the Deposit is indicated to the User on the Application and on the [spin.lu](#) website.

3.2. Returning a Returnable Container. When the User wishes to return the used Reusable Returnable Container, the User scans the QR code of the Reusable Returnable Container, as well as the QR code of the Authorized Drop-Off point, and drops off the Reusable Returnable Container. When the Reusable Returnable Container is returned to an Authorized Drop-Off point by the latest drop-off date, the Deposit is not debited from the User's Payment Method.

3.3. Non-Return of Reusable Returnable Container. Where the User wishes to retain the Reusable Returnable Container or has not returned the container to an Authorized Drop-Off point by the latest drop-off date, the Deposit is automatically debited from the Payment Method indicated by the User in his/her e-Wallet.

3.4. Meeting the latest drop-off date. The Reusable Returnable Container is considered to have been returned by the User when it has been scanned by the User and dropped off at an Authorised Drop-off point by the latest drop-off date.

3.5. Promise to purchase and conclusion of a sale. When borrowing a Reusable Returnable Container via the Deposit System, we agree to a Promise to Purchase by which the User irrevocably commits to purchase the borrowed container from Us and grants Us the right to opt for the definitive conclusion of a sales contract.

- In the event that the Reusable Returnable Container is returned in accordance with section 3.2 above, the Promise to Purchase shall become null and void and the User shall be discharged from the obligation to purchase the Reusable Returnable Container from Us.
- In the event of non-return of the Reusable Returnable Container in accordance with section 3.3 above, We will decide to opt for the definitive conclusion of a sales contract with the User. Ownership of the non-returnable container will therefore be transferred to the User in return for payment of the Deposit.

ARTICLE 4 – PAYMENT OF DEPOSIT

4.1. Payment processing by the Payment Service Provider. As part of its Deposit System, Valorlux has entered into an agreement with a Payment Service Provider to process payments made using the integrated Payment System and to store information about the Payment Methods offered on the Application. To use the Integrated Payment System, the User will enter into a contract directly with the Payment Service Provider and accept the latter's [terms and conditions](#). By accepting these GTCs, the User agrees to be bound by the Payment Service Provider's terms and conditions, which may be amended from time to time. When the User enters or updates the Payment Method of his/her e-Wallet, the related information is stored by the Payment Service Provider in the form of a unique user key. The management of payments linked to the Deposit System is then carried out by the Payment Service Provider in accordance with its terms of service.

4.2. Verification of the Payment Method. When borrowing a Reusable Returnable Container, the Payment Service Provider checks the validity of the Payment Method entered by the User in his/her e-Wallet. If the Payment Method is not valid, the borrowing of Reusable Returnable Containers will be temporarily refused until the User enters a valid Payment Method on the Application.

4.3. Deposit fate. The Payment Method entered by the User in his/her e-Wallet allows Us to decide the fate of the Deposit associated with the Reusable Returnable Container, according to one of the following cases:

- When the Reusable Returnable Container is returned to Us in accordance with section 3.2, the Deposit is not debited to the User's Payment Method.
- If the Reusable Returnable Container is not returned in accordance with section 3.3, the Deposit is debited by the Payment Service Provider from the User's Payment Method.

4.4. Contesting the Deposit debit. If the User wishes to dispute a debit of a Deposit, he/she is invited to contact directly the bank issuing the Payment Method he/she has entered on the Application.

4.5. Absence of payment processing by Valorlux. Valorlux supports its Users by offering them the services provided by the Payment Service Provider. In order to avoid any ambiguity, it is however specified that Valorlux does not provide any payment processing service to Users.

4.6. Accuracy of Payment Method information. It is the responsibility of the Users to provide the correct details of the credit cards and of any other payment method offered on the Application. Valorlux declines all responsibility concerning the information provided by the User to the full extent permitted by applicable law.

ARTICLE 5 – LIABILITY

5.1. Users are solely responsible for transactions carried out with Merchant Partners and for any disputes that may arise, except in cases where disputes arise from Valorlux's failure to comply with its obligations under these GTCs.

5.2. The User agrees to comply with all laws, rules and regulations applicable to him/her when using the Application. Users undertake to act and use the Application in good faith.

5.3. Valorlux acts as a mere intermediary between Users and Merchant Partners. Therefore, the User acknowledges and agrees that, to the extent permitted by applicable law and except in the event of a breach of these GTCs, Valorlux shall in no event be liable for any damage or loss suffered by Users.

5.4. The sources of the information appearing on the Application are deemed reliable, but Valorlux does not guarantee that they are free of defects, errors or omissions. Valorlux will endeavour to correct any errors that are brought to its attention. However, Valorlux does not assume any responsibility whatsoever for the material appearing on the Application. The information provided is presented for information purposes only and may not be complete, exhaustive, accurate or up to date.

5.5. In accordance with applicable laws and regulations, Valorlux undertakes to take all appropriate measures to protect the security of the data provided by Users and to prevent the Service from compromising the data and software stored on the User's smartphone. However, even though Valorlux has taken appropriate measures to comply with legal requirements, its systems may still be compromised by unforeseeable events such as cyber-attacks or security breaches relating to data transmission or affecting the volume and rate of data transmissions. Under these conditions, We strongly suggest that Users take all appropriate measures to protect their own data and/or software, in particular against any contamination by viruses circulating on the Internet.

5.6. Valorlux is not liable for any event due to force majeure which results in the malfunctioning of the Application, subject to any interruption or modification in the event of maintenance. In

these cases, the User agrees not to hold Valorlux responsible for any interruption or suspension of service, even without notice.

ARTICLE 6 – USER'S OBLIGATIONS

6.1. Users agree to follow the general and security rules set forth in these GTCs, including, but not limited to, the rules described in this Section 6 and Section 7 below.

6.2. When using the Application, the User undertakes to respect the following rules, in particular:

- To provide accurate information about him/her;
- Not to create more than one User Account, except if a third party manages to access his/her Account (after having informed Valorlux and obtained the blocking of the said Account, the User may then create another Account);
- Not to use the Application with the intention of committing unlawful or fraudulent acts;
- Not to copy any content or information from the Application.

6.3. When using the Application, Users undertake not to:

- Infringe the property rights and/or personal rights of third parties (including intellectual property rights);
- Infringe applicable laws and/or regulations;
- Acting in a manner contrary to public safety and/or morality;
- Disrupt the normal operation or impair the security of the Application and/or the Service
- Disassemble, decompile or reverse engineer all or part of the Application;
- Adapt, copy, modify, correct, distribute or commercialise any content of the Application without the prior written consent of Valorlux.

6.4. The User undertakes to maintain the confidentiality of the login and password of his/her Account and not to disclose them to third parties. The User is solely responsible for all activities that occur under his or her Account. If a User finds out or suspects that an unauthorised third party knows his password or has accessed his/her Account, he/she must inform Valorlux as soon as possible at the email address message@valorlux.lu or via the "Contact us" or "Support" section of the valorlux.lu website.

6.5. The User undertakes to immediately modify any information appearing on the Application that is no longer up to date or accurate, in particular the information provided by the User when creating his/her Account on the Application.

6.6. By using the Application, the User declares:

- i. That he/she is a natural person, 18 years of age or older (failing which, the parent(s) or legal representative(s) must create the User Account and supervise the use of the Application by the minor)
- ii. That he/she uses the Application Service only for his/her personal benefit and not for the purpose of a professional activity
- iii. That he/she has full capacity to use the Application and is fully entitled to do so.

ARTICLE 7 – ACCOUNT RESTRICTION AND BLOCKING

7.1. Restriction and blocking of User Accounts. To ensure a safe and secure environment for Users of the Application, Valorlux may:

- Restricting a User's Account. Users whose Accounts are restricted may not use or access certain features of the Application and/or,
- Temporarily or permanently block a User's Account. Users whose Accounts are blocked are no longer allowed to access the Application.

Valorlux may investigate any violation of these GTCs and undertakes to take restrictive or blocking measures that are proportionate to the violations committed by the User, taking into account the reasonable interests of the Users.

7.2. Restriction and blocking of the User's Account with notice. Valorlux may restrict and/or block a User's Account, after informing the User in writing and giving reasonable notice, if the User:

- Infringes these GTCs;
- Provides incorrect, outdated and/or incomplete information when creating a User Account or using the Application, or fails to keep such information up to date;
- Misuse the features provided by the Application or use them in bad faith.

After being informed of the forthcoming restriction or blocking of his/her Account, the User has a period of notice to regularise the situation. In this case, Valorlux undertakes not to proceed with the planned restriction or blocking and informs the User by e-mail, to the address given when the User Account was created.

Where applicable, such Users will be able to regularise their ongoing borrowing(s) during the notice period. In the absence of regularisation, the amount of the Deposit will be debited in accordance with sections 3.3, 3.5 and 4.3.

7.3. Restriction and immediate blocking of the User Account. Valorlux may restrict and/or block the User's account with immediate effect and without notice in the following cases:

- Payment Method reported by the Payment Service Provider - Where the Payment Service Provider has serious grounds for suspecting that, in the course of using the payment services, the User has violated applicable laws and/or the Payment Service Provider's general terms and conditions and/or is misusing the Application (e.g. money laundering, fraud, identity theft);
- Violation of applicable laws and regulations - When the use of the Service by the User is likely to have serious consequences on the legitimate interests of Valorlux or third parties (in particular in the event of identity theft or in the presence of objective and concordant evidence of fraud committed by the User);
- Regulatory obligation or compelling legal reason - Where compliance with a notice period would violate any law, regulation or instruction of a judicial enforcement authority, or would risk the liability of Valorlux;
- IT security risk - Where the security or technical functioning of Valorlux IT systems is threatened;
- Repeated or serious violations - Where the User has committed repeated or serious violations of these GTCs.

In the event that an Account has been blocked for any of the above reasons, the User may no longer be able to return borrowed Reusable Returnable Containers and, in accordance with applicable law and these GTCs, will be charged the amount of the Deposit for each ongoing borrowing.

7.4. Dispute. In the event that Valorlux asserts its rights under this section 7, the User concerned may contest the decision by contacting Valorlux at the email address message@valorlux.lu or via the "Contact us" or "Support" section of the valorlux.lu website

ARTICLE 8 – RIGHTS OF VALORLUX

8.1. Valorlux may, at any time, for the purpose of improving the user-friendliness of the Application, reorganise the content or other information elements of the Application.

8.2. Valorlux may at any time cease or suspend the operation of the Application, or transfer it to third parties, subject to informing the Users and giving thirty (30) days' notice.

ARTICLE 9 – PERSONAL DATA PROTECTION

9.1. The Privacy Notice, available [here](#), describes the way and the purposes for which Valorlux collects and processes Users' personal data.

ARTICLE 10 – FINAL PROVISIONS

10.1. These GTCs are governed by Luxembourg law. In the event of failure to reach an amicable settlement of a dispute between the parties, the courts of the Grand Duchy of Luxembourg shall have exclusive jurisdiction.

10.2. The User may terminate his/her relationship with Valorlux at any time with immediate effect but will be charged a Deposit for each borrowed Reusable Returnable Container in progress at the date of termination, in accordance with sections 3.3, 3.5 and 4.3 of these GTCs. The User may terminate his/her relationship with Valorlux by deleting his/her Account or by sending an e-mail to the following address: message@valorlux.lu.

10.3. Valorlux and its licensors own all rights, including but not limited to intellectual property rights, in the Application, including but not limited to rights in its system, the layout and design of the Application, the software used by and for the Application, the trademarks and domain names used by and for the Application.

10.4. All requests for information should be sent to Valorlux via the e-mail address message@valorlux.lu or via the "Contact us" or "Support" section of the valorlux.lu website. Requests and information will be sent to the User by e-mail, to the address communicated when the User Account was created

10.5. If any provision of these GTC is held to be invalid, unwritten or unenforceable, the remaining provisions shall remain in full force and effect.

10.6. These GTCs and any document mentioned in them constitute the entire agreement between Valorlux and the User.