

General Terms and Conditions

SocialPay BV

Effective as of: 01 January 2026

1. Definitions

For the purposes of these General Terms and Conditions, the following definitions apply:

- **SocialPay:** SocialPay BV, established in the Netherlands, Chamber of Commerce number 96769254.
- **Platform:** the SocialPay platform, being the web application through which Users can purchase digital gift cards, receive rewards and redeem such rewards.
- **User / End User:** any natural person or legal entity making use of the Platform.
- **Giftcard(s):** exclusively digital gift cards purchased by SocialPay and resold to Users, redeemable with participating Retailers or Suppliers.
- **Retailer / Supplier:** the party that issues or accepts Giftcards.
- **Trading Margin:** the difference between the purchase price and the resale price of a Giftcard. SocialPay purchases Giftcards at a discounted rate (including through bulk purchasing and volume discounts) and resells them at the nominal (face) value of the Giftcard.
- **User Reward (commission):** a reward in the form of a percentage cashback on the purchase amount of a Giftcard, granted by SocialPay to Users from the Trading Margin.
- **Donation:** a (partial) allocation of a User Reward designated by or on behalf of a User to a charitable or social organisation.
- **Ambassador:** a User or third party who refers new Users via a personal referral link.
- **Account Manager:** a natural person or legal entity that onboards and/or manages organisations, charities or institutions on the Platform.
- **Geef.nl Platform:** the online donation platform operated by Geef, including the Stichting Derdengelden Geef.
- **Stichting Derdengelden Geef:** the foundation that receives, manages and disburses donation funds, kept separate from its own assets.
- **Third-Party Funds Account:** a bank account used exclusively for holding funds on behalf of third parties.

- **Better World:** Better World B.V., acting as payment service provider for SocialPay.
- **GDPR / Privacy Legislation:** the General Data Protection Regulation (GDPR) and all applicable privacy and data protection laws.

Words in the singular include the plural and vice versa, where the context requires.

2. Applicability

1. These General Terms and Conditions apply to any use of the Platform and to all legal relationships between SocialPay and the User.
 2. By using the Platform, the User agrees to these General Terms and Conditions.
 3. For Ambassadors and Account Managers, the **Ambassadors & Account Managers Addendum** also applies and forms an integral part of these General Terms and Conditions.
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3. Purpose of the Platform and services

1. SocialPay operates as a trader and reseller of exclusively digital Giftcards.
 2. Physical gift cards are not offered.
 3. Through the Platform, Users can:
 - purchase digital Giftcards;
 - receive User Rewards;
 - save accumulated User Rewards;
 - redeem User Rewards for digital Giftcards, including grocery gift cards;
 - donate User Rewards in whole or in part to charitable or social causes.
 4. Giftcards are sold at their nominal (face) value.
 5. SocialPay generates its revenues from the Trading Margin.
 6. SocialPay reserves the right to modify the amount and conditions of User Rewards based on business, promotional or strategic considerations.
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4. Access, account and age

1. Use of the Platform requires the creation of an account.
 2. The Platform is in principle accessible to Users of all ages.
 3. Where a specific Giftcard, Retailer or issuer applies a minimum age requirement, the User is solely responsible for complying with such age restrictions.
 4. The User guarantees that all information provided is accurate, complete and up to date.
 5. Login credentials are strictly personal and may not be shared with third parties.
 6. This does not prevent SocialPay from sharing personal data with third parties, including Geef.nl, insofar as this is necessary for donations or the functioning of the Platform.
 7. Each User may use a personal referral link.
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5. User Rewards and redemption

1. For each Giftcard, the applicable User Reward percentage is clearly disclosed prior to purchase.
 2. User Rewards are granted only insofar as and for as long as SocialPay has sufficient margin available from the Trading Margin.
 3. User Rewards may be redeemed for:
 - donations to charitable organisations;
 - social or community initiatives;
 - digital Giftcards;
 - a combination of the above.
 4. User Rewards are not redeemable for cash, unless expressly agreed otherwise.
 5. No vested or permanent rights may be derived from User Rewards.
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6. Donations and cooperation with Geef.nl

1. Donations are processed via the Geef.nl Platform and the Stichting Derdengelden Geef.
 2. Donation funds are received and managed on a Third-Party Funds Account and are kept separate from the assets of SocialPay and Geef.
 3. Users receive a confirmation of each donation and, where applicable, an annual donation overview for tax purposes.
 4. SocialPay solely facilitates the technical connection and is not responsible for the use of donations by recipient organisations.
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7. Payments and third-party funds

1. Upon purchasing a Giftcard, the User pays the purchase amount to SocialPay.
 2. These funds are received on the Third-Party Funds Account of Better World.
 3. Better World handles onward payments to Stichting Derdengelden Geef and other involved parties.
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8. Privacy and data processing

Personal data is processed in accordance with SocialPay's Privacy Policy. Data processing agreements are concluded with Geef.nl and other involved parties in compliance with the GDPR.

9. Liability and availability

1. SocialPay shall not be liable for indirect damage, consequential damage or loss of profit.
 2. SocialPay shall not be liable for temporary or permanent unavailability or malfunctioning of the Platform or any of its components.
 3. Users may not derive any rights from the inability to receive, accrue or claim User Rewards due to outages, maintenance, technical issues, system failures or force majeure.
 4. SocialPay is not liable for disruptions or interruptions of services provided by third parties via or on the Platform.
 5. Any liability of SocialPay is limited to the amount paid out by its insurer in the relevant case.
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10. Termination

1. Users may terminate their account at any time.
 2. SocialPay may suspend or terminate accounts in case of misuse, fraud or violation of these General Terms and Conditions.
 3. Unredeemed User Rewards may lapse upon termination.
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11. Intellectual property

All intellectual property rights relating to the Platform, software, texts, trademarks and reward model belong to SocialPay or its licensors.

12. VAT and tax aspects

1. All prices include VAT unless explicitly stated otherwise.
 2. Giftcards may qualify as single-purpose or multi-purpose vouchers under VAT legislation.
 3. The VAT moment is determined in accordance with applicable law.
 4. SocialPay is not responsible for tax obligations of Users, Ambassadors or Account Managers.
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13. Fraud and misuse

1. SocialPay is entitled to take measures in case of suspected fraud, misuse or improper use of the Platform or Giftcards.
 2. Such measures may include blocking or deactivating Giftcards, suspending or terminating accounts, and refusing or reversing transactions.
 3. Any resulting damage may be recovered from the relevant User.
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14. Validity and expiry of Giftcards

1. Digital Giftcards have a validity period determined by the issuing Retailer or Supplier.
 2. Upon expiry, any remaining balance automatically lapses.
 3. Users are not entitled to extension, compensation or refund after expiry.
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15. Amendments

SocialPay reserves the right to amend these General Terms and Conditions. The most current version is always available on the Platform.

16. Governing law and disputes

These General Terms and Conditions are governed by Dutch law. Any disputes shall be submitted to the competent court in the Netherlands.

17. Contact

For questions regarding these General Terms and Conditions, please contact info@socialpay.nl