

## Enhanced (Buy Sell Agreement) Gift Card Account Terms – October 2023

### Enhanced Gift Card Account Terms and Conditions (the “Terms”)

Please read this Agreement carefully. It represents the Terms and Conditions between You and Argos Business Solutions Limited for the use of the Gift Card Account service for Sainsbury's, Argos and Habitat Gift Card products and services.

The principle of these Terms is that as the gift card is a proprietary payment mechanic of Sainsbury's and/or Argos and/or Habitat the contract in entirety should be based on a Partnership whereby the use, distribution, and commercials are designed to be utilised for gifting and payment purposes that support the consumer and Us (i.e. used for intended purposes to the ultimate benefit of Us and the customer.)

### **Background**

- (A) Sainsbury's for Business (“**SfB**”) and Argos for Business (“**AfB**”) are the trading names of Argos Business Solutions Limited, a subsidiary of the J Sainsbury plc group of companies. SfB and AfB supplies a range of Gift Cards, Goods and related employee and client incentive services to businesses across the Sainsbury's, Argos and Habitat brands.
- (B) These Gift Card Account Terms and Conditions apply to the supply of both physical and digital eGift Cards for Sainsbury's and Argos, and the supply of digital eGift Cards for Habitat.co.uk.
- (C) These Gift Card Account Terms and Conditions apply to clients when dealing with SfB and AfB through the SfB Website, our Gift Card Management Platform, by telephone, in person, whether by cash, trade credit or otherwise to the exclusion of all other terms.
- (D) Argos Business Solutions Limited reserves the right, at their absolute discretion, to update and/or revise these Terms and Conditions for, without limitation, regulatory or HMRC compliance purposes, or any other reason at any time and without notice.
- (E) Our new SfB website was created in June 2023 to allow us to direct all enquiries from previous website domains, such as Argosforbusiness.co.uk and Sainsburysbusinessdirect.co.uk to a single new website. You will contract with Argos Business Solutions referred to throughout these terms as AfB.

### **1 Definitions**

In these Terms:

“**AfB Website**” means <http://argosforbusiness.co.uk>

“**Commercial Terms Document**” (“CTD”) – means the document provided by Us setting out the commercial terms with You;

“**Enhanced Services**” means services provided by You in relation to the distribution and resale of Gift Cards in the market;

“**UK GDPR**” means the UK GDPR as defined in the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019/419), the Data Protection Act 2018 (as amended and superseded from time to time), and all applicable data protection legislation;“

“**Gift Cards**” means any of, the Argos Gift Cards, Argos eGift Cards, Sainsbury's Gift Cards, Sainsbury's eGift Cards or Habitat.co.uk eGift Cards.

**Gift Card Management Platform** the “**Platform**” or “**GCMP**” means our online order management system.

“**Intellectual Property Rights**” means patents, trademarks, service marks, trade names, goodwill, registered designs, design rights, semiconductor topography rights, database rights, copyrights and other forms of intellectual or industrial property (in each case in any part of the world, whether or not registered or registrable for their full period of registration with all extensions, renewals and revivals , and including all applications for registration or otherwise), inventions, formulae, confidential information (including know-how or secret processes), rights in computer software and any similar or equivalent rights and assets which may now or in the future subsist anywhere in the world;

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**“Order”** – means Your order for Gift Cards, however the order is placed;

**“Personal Data”** has the meaning set out in the General Data Protection Regulation or any replacement United Kingdom equivalent and relates only to personal data, or any part of such personal data, of which You are the Data Controller and that is Processed by Argos for Business in connection with the provision of the Services including the information described in clause 11 (Data Processing);

**“Products”** – means the goods available at either Argos Limited or Sainsburys Ltd or at Habitat.co.uk which are purchased with the value available on a Gift Card provided under this Agreement.

**“Sainsbury’s”** – means J Sainsbury plc and the direct and indirect subsidiaries of J Sainsbury plc which includes Argos Business Solutions Limited, Argos Limited, Sainsbury's Supermarkets Ltd and their associated companies. A list is available on request from the Company Secretary, Argos Limited, 33 Holborn, London, EC1N 2HT.

**“SBD Website”** means <https://www.sainsburysbusinessdirect.co.uk/>

**“SfB Website”** means <https://www.sainsburysforbusiness.co.uk>

**“Terms”** means the Gift Card Account Terms and Conditions set out in this document (including Background paragraphs A), B) and C), Your CCD or Commercial Terms Document and any special terms agreed and signed by authorised representatives of both parties;

**“We”, “Us” or “Our”, “AfB”, “Argos for Business”, “Sainsburys for Business” or “SfB”** means Argos Business Solutions Limited.

**“You”, or “Your”** means the person, company, partnership or other organisation which orders Gift Cards in accordance with these Terms.

## 2 Basis of Purchase

- 2.1 This is an enhanced Services Agreement.
- 2.2 To place an order with Us via GCMP, You must apply for an AfB account by completing the application form we provide. You must accept these Terms and Conditions, Our Privacy Policy (available at <https://www.sainsburysforbusiness.co.uk/privacy-policy/>) and any CTD Terms We provide to You. By registering, You confirm the details provided by You on registration or at any time are correct or complete. You must inform us immediately of any changes to the information You provided when registering by updating Your account details. You agree that participation is personal to You and You will not loan, hire or otherwise allow any third party to participate using Your registration details. You agree that all Orders, howsoever arising, purporting to originate from your AfB account will be paid for by You in accordance with Clause 9. Your registration details are processed on our secure server. The server has been security and penetration tested to ensure the highest level of security.
- 2.3 We reserve the right to accept or refuse AfB account applications and Orders at our sole discretion. We may suspend or terminate Your account at any time if We suspect misuse. If We suspect fraud We will use our best endeavours to support You to achieve a resolution. We will use all reasonable efforts to contact You but may suspend Your account to mitigate loss. If We have reasonable grounds to believe there is a deliberate attempt to defraud Us then We may remove Your account and notify the police.
- 2.3.1 We may perform a credit check before accepting Your application for a credit facility. We may provide alternative payment options where You prefer other payment methods or where We are unable to provide a credit facility. Full details will be outlined on a Commercial Terms Document or CCD. Options include: Advance payment (either by order or in the form of a float payment to order against), or Security Deposit (to be held by Us which facilitates trade at an agreed value).
- 2.4 By placing an Order with Us, You confirm You are doing so in the course of business and have authority to bind any business on whose behalf You place an Order.

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- 2.5 These Terms apply to the exclusion of any other terms You seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.6 An Order constitutes an Offer by You to purchase Gift Cards in accordance with the Terms. Your Order shall only be deemed to be accepted on despatch of Gift Cards by Us, at which point a contract shall come into existence.
- 2.7 To ensure AfB remains compliant with legislation relating to Gift Cards You agree You will notify AfB of the purpose of all Gift Cards purchased by You under this Agreement. To notify Us should the purpose of use change please contact Us in writing. Products may not be resold to a third party without prior agreement from Us.
- 2.8 Under this Agreement Gift Cards may not be resold to consumers at a price below the face value of a Gift Card unless expressly agreed in writing by Us. Where We give such approval, We reserve the right to withdraw it without notice.
- 2.9 The sale of Gift Cards by AfB to You will be a face value. A Gift Card is a non-VATable supply. AfB will not offer any discount under this Buy Sell Agreement.
- 2.10 You are not a nominated Agent of AfB.
- 2.11 Where We agree Your AfB account is suitable to use Our Application Programme Interface ("API") service, You agree You will comply with Our API requirements.  
We reserve the right to change the Terms and any changes will take effect when posted onto the SfB Website, or reissued Commercial Terms Document at the following address:  
<https://www.sainsburysforbusiness.co.uk/enhanced-gift-card-account-terms>. Each Order You place with Us will signify Your acceptance of our latest Terms.

### 3 Orders and Specifications

- 3.1 You are responsible for ensuring the accuracy of the details You provide in Your AfB account application, the CCD and/or Order and/or Commercial Terms Document. You must provide Us with any necessary information relating to the Order within a sufficient time to enable Us to honour Your Order in accordance with the Terms. We shall not be liable for any losses or liabilities resulting from errors or omissions in the information provided by You.
- 3.2 You may Order Gift Cards from Us for redemption at Argos Limited, Sainsbury's Supermarkets Ltd and a Habitat.co.uk eGift Card which may be redeemed at Argos or Habitat.co.uk. It is Your responsibility to ensure You Order the Gift Cards You require. It is not possible to redeem Argos gift cards at Sainsbury's, or to redeem Sainsbury's Gift Cards at Argos, or to redeem Habitat.co.uk eGift Cards at Sainsbury's.
  - 3.2.1 It is possible to redeem Habitat.co.uk eGift Cards at Argos Limited.
- 3.3 Any advertising issued by Us and any descriptions of the Products contained in our brochures or Websites (<https://sainsburysforbusiness.co.uk>, <https://argosforbusiness.co.uk>, <https://argos.co.uk>, <https://sainsburys.co.uk>, <https://habitat.co.uk>) are issued for the sole purpose of giving an approximate idea of the Products described in them. They shall not form part of the Terms.
- 3.4 We reserve the right to delay the acceptance of Orders for, and/or the dispatch of, any Gift Cards due to:
  - 3.4.1 the unavailability of supply of any Gift Cards; or
  - 3.4.2 the withdrawal or reduction of any credit insurance We may have granted to You; or
  - 3.4.3 the placing of an Order of a value which, if processed, would exceed the credit limit granted to You by Us; or
  - 3.4.4 the placing of an Order of a value which, if processed, would exceed the advanced payment or security deposit value We hold
  - 3.4.5 the non-payment of debt due to Us by You in respect of any Orders.
- 3.5 You may cancel or change a Gift Card order if we have not yet dispatched the Cards or eGift Cards. However, once the order has been dispatched you may not cancel or change the order.

### 4 Gift Card Management Platform (the "Platform" or "GCMP")

- 4.1 Following AfB registration, You may be given access to Our Gift Card Management Platform ("GCMP") to facilitate self-service ordering of Gift Cards. You will be responsible for controlling access, setting passwords and adding any additional users.
- 4.2 You are responsible for ensuring the accuracy of the details input into the Platform to place an Order, regardless of how the Order is input
- 4.3 Any Orders made using the Platform must be paid for in accordance with our Terms.
- 4.4 Your access to the Platform may be suspended or terminated at any time if We suspect fraud or misuse.

- 4.5 Where We agree Your AfB account is suitable to use Our Application Programme Interface ("API") service, You agree that You will comply with Our API requirements.
- 4.6 If deemed suitable to use API, full API specification and security documentation will be provided. You will be required to meet the connection details and security requirements within this specification before access will be provided to this service. A full testing and verification process will be put in place
- 4.7 We reserve the right to withdraw API access if at any time We believe You no longer meet the security requirements or at any time breach these Terms
- 4.8 We reserve the right to charge for API connection.
- 4.9 The Platform is provided on an 'as is' basis and access may be restricted by circumstances outside Our control, including, without limitation, atmospheric or other conditions. We may on occasion interrupt the Platform service but will aim to restore it as quickly as possible. We may amend the service including, without limitation, changing access codes, passwords or technical specifications.
- 4.10 You agree that We have no control over any information transmitted or received by You outside the limits of this Agreement and We have no liability to You for such use. You accept that We cannot guarantee the security of the Platform against unlawful access or use or that the Platform will never be faulty.
- 4.11 Our policy is to protect Our facilities and data from any risk which may result in computer error, negligent virus transmission, fraud, loss of confidentiality or disruption to service. By using Our Platform You agree to support and comply with this policy.
- 4.12 You must not use the Platform:
  - a) for sending, forwarding, accessing or receiving pornographic, abusive, offensive, discriminatory, insulting, defamatory or otherwise inappropriate material;
  - b) to access information which You have no legitimate reason for accessing;
  - c) in a way that may interfere with Our provision of the Platform to You or any other customer or in contravention of the law.
- 4.13 If We reasonably believe that You have misused the Platform We may suspend Your access to it without notice to You.
- 4.14 Your access to the Platform may temporarily be restricted for repairs, standard maintenance or the introduction of new services. Access will be restored as soon as possible.
- 4.15 We may terminate the Platform service at any time. We may change the service in any way or delete features at any time and for any reason.
- 4.16 We reserve the right to terminate or suspend a customer registration or access to all or any part of the Platform at any time and at Our sole discretion, with or without notice.

## **5 Delivery and Liability**

- 5.1 Delivery of physical Gift Cards shall be made to the address notified by You on the Commercial Terms Document, or if requested by You during the order process, to an address specified by You.
- 5.2 Delivery of eGift Cards shall be, at your request, downloaded from the GCMP direct to Your local drive, sent directly to a customer email address provided by You, or collected via an API call to our system.
- 5.3 If you request download to your local drive, You warrant your local drive is secure. We reserve the right to audit the security of Your IT system, to ensure You meet Our security requirements. Your account may be suspended or cancelled until such time as Your security is acceptable to Us
- 5.4 If you request delivery direct to a customers email address You are responsible for ensuring the correct email address is provided, We cannot be held responsible if an eGift Card is delivered to an incorrect email address following instruction from You. In such an event, We will wherever possible, following notification by You and in accordance with clause 7, make reasonable efforts to cancel any eGift Card codes but where a Gift Card has been redeemed the full value of the eGift Card shall be payable by You in accordance with these Terms and the eGift Card will not be cancelled or replaced by Us.
- 5.5 We endeavour to dispatch Gift Cards within 2 (two) working days of receipt of Your Order, for credit accounts, or receipt of Order and full payment for all other accounts. Any dates quoted for delivery of Gift Cards are approximate only and We shall not be liable for any deviation on these delivery timescales unless expressly agreed by Us in writing.

- 5.6 Where Gift Cards are to be delivered in instalments, each delivery shall constitute a separate contract and failure by Us to deliver any one or more of the instalments shall not entitle You to treat the Terms as a whole as repudiated.
- 5.7 If You (or a party nominated by You) fail to take delivery of Gift Cards, or You fail to give Us adequate delivery instructions at the time stated for delivery, then We may at Our complete discretion either:
- (a) store the Gift Cards until actual delivery and charge You for doing so; or
  - (b) sell the Gift Cards and charge You reasonable expenses for doing so.
  - (c) cancel the Gift Cards following their return to Us. You shall remain responsible for any delivery charges.
- 5.8 Any request by You for proof of delivery for physical Gift Cards must be received by Us within 2 (two) weeks from the invoice date, otherwise it shall be deemed that You have acknowledged receipt of delivery.
- 5.9 Any request by You for transmission details of eGift Cards must be received by Us within 1 (one) week from the date of Your order.
- 5.10 You are responsible for checking each delivery. If there is a discrepancy in the number of Gift Cards ordered and the number of Gift Cards delivered as against your order, you must notify us as soon as possible and in any event, no later than 48 hours after delivery. If we do not receive such notification, then the Gift Cards shall be deemed to have been delivered on the delivery date and in the correct quantity.

## **6 Risk and Property**

- 6.1 Unless You collect, We shall post physical Gift Cards to You at Your expense. We shall insure at Our own expense or We will otherwise bear the risk for the loss of physical Gift Cards during delivery. Risk passes to You on delivery of the physical Gift Cards.
- 6.2 We shall transmit eGift Cards to You electronically using the method of delivery chosen by You. Delivery options are outlined in Clause 5.2. Risk passes to You on transmission by Us of the eGift Card codes.
- 6.3 Notwithstanding delivery and the passing of risk the property in and title to the Gift Cards shall remain with Us until We have received payment of the full price of a) all Goods and or Services the subject of the contract and b) all other goods and/or services supplied by Us to You under any contract whatsoever. Payment of the full price shall include without limitation the amount of any interest or other sum payable under the terms of this and all other contracts between Us and You.
- 6.4 Until You have paid for the Gift Cards, We will be entitled at any time to request You to return the Gift Cards to Us, and if You fail to do so, We may enter any premises where the Gift Cards are stored and repossess the Gift Cards. Alternatively, We may cancel the Gift Cards or eGift Cards remotely.
- 6.5 When you have paid for the Gift Cards title to them will pass to You.

## **7 Returns, Loss and Unused Value**

- 7.1 In exceptional circumstances, We may agree that physical Gift Cards may be returned to Us. We reserve the right to impose a handling charge. We will agree the handling charge with You before We agree to the return of physical Gift Cards.
- 7.2 We regret that once eGift Card codes are transmitted to You or direct to Your customer We are unable to accept returns or offer refunds for eGift Cards.
- 7.3 You shall be responsible for keeping the Gift Cards securely stored. In the event that Gift Cards are lost or stolen We may at Our complete discretion attempt to cancel the Gift Cards or eGift Card codes. We shall be entitled to charge You a reasonable fee for the cancellation of lost or stolen Gift Cards based upon the costs (reasonably evidenced by internal or external time or cost incurred in cancelling the codes), incurred by Us in resource terms to cancel such Gift Cards.
- 7.4 We reserve the right to withdraw or cancel any Gift Card or eGift Card at any time. AfB, Sainsburys Supermarkets Ltd and Argos Limited (which includes Habitat.co.uk) reserves the right to refuse to accept the use of a Gift Card or eGift Card if fraud is suspected.
- 7.5 Any claim by You alleging lost or stolen Gift Cards should be notified to Us within 7 (seven) days from the date of the expected delivery. You agree that You will cooperate with Us to investigate the circumstances surrounding missing Gift Cards. Payment in full must be received by Us before replacement Gift Cards or eGift Card codes can be despatched. After considering all circumstances We will notify You whether replacement Gift Cards or eGift Card codes will be sent. Our decision will be final.

- 7.6 In no circumstances will We accept any liability for any loss or claim arising from any acts or omissions of Your agents, employees, sub-contractors or customers, liability for which You will fully accept.
- 7.7 We shall be entitled to, and shall retain, any and all sums contained on any Gift Cards, (the **Unused Value**) once the expiry date of the Gift Cards (if any such expiry date exists) has passed. We shall also be entitled to retain any Unused Value following the Gift Card expiry date in the event of a specific client offering ending or subject to clause 6.4 cessation of contract/relationship.
- 7.8 You shall encourage and ensure that the full value of the Gift Cards is used on or before the expiry date of the Gift Card by the end customer. You shall have no claim against Us or any other business within Sainsbury's or Argos Limited for any Unused Value on Your Gift Cards.
- 7.9 Gift Cards must be treated like cash, We cannot be held liable for lost, stolen or damaged Gift Cards and they will not be replaced.
- 7.10 You shall ensure that Your end customer is advised of the Terms and Conditions applicable to the consumer use of Gift Cards and eGift Cards, including the provision of replacement Gift Cards and expiry dates. These Terms can be found at [https://help.sainsburys.co.uk/help/terms-and-conditions/GiftCardTCs for Sainsbury's Gift Cards](https://help.sainsburys.co.uk/help/terms-and-conditions/GiftCardTCs%20for%20Sainsbury's%20Gift%20Cards) and <https://www.argos.co.uk/help/terms-and-conditions/> for Argos and [Habitat.co.uk eGift Cards](https://www.habitat.co.uk/eGiftCards).

## 8 Pricing

- 8.1 Pricing including service fee rates will be specified in Your Commercial Terms Document for the Gift Cards or services You are buying. The prices for Goods and Services shown in Our catalogues, brochures or Website are as stated.
- 8.2 The sale of Gift Cards by AfB to You will be a face value. A Gift Card is a non-VATable supply. AfB will not offer any discount under this Buy Sell Agreement.
- 8.3 You are providing Enhanced Services. You will charge AfB a service fee commission for such services at the rate agreed from time to time.
- 8.4 We reserve the right, at any time to pass on to You any increase in the price of delivery including transport and/or postage of the Gift Cards We have supplied to You, which is due to a price increase from Our delivery partners.
- 8.5 Our standard Gift Cards or eGift Cards will be provided. If You ask Us to provide and/or apply creative for placement on bespoke Gift Cards or eGift Cards We may provide this service at Our discretion but reserve the right to charge You. Our creative Services are subject to VAT.
- 8.6 You may submit an invoice to AfB for a service fee commission for the provision of Enhanced Services by You. The commission rate will be agreed by AfB from time to time. VAT charges will apply to the service fee within the invoicing process.

## 9 Terms of Payment and Invoicing

- 9.1 Our standard payment terms for an account with a credit facility are 30 (thirty) days unless otherwise agreed and set out in Your Commercial Terms Document .
- 9.2 If we are unable to provide You with a credit facility We may agree to open an account where payment for an Order must be made in advance of supply. This can be in the form of an exact value payment per Order, or the payment of an advance value to be added to your account to be set off against Your ongoing Order requirements.
- 9.3 If We offer You a credit account, You will be permitted to use the account up to the agreed limit. If We allow You to exceed Your credit limit You agree to reimburse Us.
- 9.4 All queries on invoices received must be notified to Our credit control department by emailing [creditcontrol@sainsburys.co.uk](mailto:creditcontrol@sainsburys.co.uk).
- 9.5 If You fail to make payment We shall be entitled to:
  - a) terminate the Terms and any or all Orders from You or suspend any deliveries to You;
  - b) withdraw Your entitlement to any discount whereupon the full price of the Gift Cards ordered shall become immediately payable;
  - c) charge You interest on the amount outstanding at the rate of 4% (four per cent) per annum above Barclays Bank PLC base rate until payment in full is received; and/or
  - d) Instruct a debt collection to progress the recovery of the value owed.
- 9.6 Payments by You and any credits or refunds due will be applied first in payment of any interest due, and secondly in reduction of Your debt.

## **10 Limitation of Liability**

- 10.1 Neither party excludes or limits its liability under the Terms for death or personal injury caused by negligence or for any liability which cannot be excluded at law.
- 10.2 Neither party shall be liable for any loss of profits, business, revenue, anticipated profits, goodwill or reputation, economic loss, or any special, indirect or consequential loss.
- 10.3 The parties agree that the financial liability of either party to the other arising in connection with the Terms and/or the performance or non-performance of the Terms, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed £50,000 (fifty thousand pounds sterling) (other than in respect of non-payment for Gift Cards purchased which shall be limited to the amount unpaid and any interest due).
- 10.4 The parties agree that the limitation contained in clause 10.3 represents the parties' agreement based on the level of risk assumed by Us under the Terms.
- 10.5 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979, implied by sections 3 – 5 of the Supply of Goods and Services Act 1982, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 and any terms implied by the Consumer Rights Act 2015 are, to the fullest extent permitted by law, excluded from the Terms.

## **11 Intellectual Property**

- 11.1 You shall not be authorised to use any of Sainsbury's, Argos Limited's or Our Intellectual Property Rights without receiving prior consent in writing from Us to do so.

## **12 Insolvency of You**

- 12.1 We may terminate the Terms with immediate effect if You:
  - (a) make any voluntary arrangement with Your creditors;
  - (b) become subject to an administration order (within the meaning of the Insolvency Act 1986);
  - (c) have a receiver or administrator appointed;
  - (d) are unable to pay Your debts (within the meaning of s123 Insolvency Act 1986);
  - (e) go into liquidation (except for the purpose of amalgamation or re-construction and in such a manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on You under the Terms); or
  - (f) are subject to a bankruptcy order or equivalent situation.

## **13 Termination**

- 13.1 Unless otherwise agreed and set out in Your Commercial Terms Document, and subject to clause 13.2 either party may terminate this Agreement at any time upon 30 days written notice
- 13.2 We reserve the right to terminate this Agreement by giving not less than (14) fourteen days' notice in writing to You where possible where we are able to demonstrate that the business relationship between You and Us is commercially loss making or detrimental to our business.
- 13.3 AfB reserves the right to terminate this Agreement at any time and without notice if We believe You are compromising the terms of this Agreement in relation to Enhanced Services.
- 13.4 Where we have agreed a longer notice period with you in Your Commercial Terms Document or CCD we reserve the right to terminate this Agreement on such shorter notice as we deem appropriate if any of the following events occur:
  - (a) Our sales data leads us to believe the purchase and redemption activity of Gift Cards is consistently loss making for Us
  - (b) The Gift Cards are being used in a manner which we believe, in our reasonable opinion, is inconsistent with our stated corporate strategies and social responsibilities.
  - (c) Where negative and adverse attention affects Our brands as a result of Your actions and activities;
  - (d) Such other event that we believe, in our reasonable opinion, adversely affects the relationship between You and Us.



#### 14 Bulk Purchases

- 14.1 We may terminate this Agreement without notice where We have reasonable grounds to believe that Gift Cards have been loaded with large values to enable bulk purchasing of low margin Products for a commercial purpose from Us.
- 14.2 We may refuse to accept Gift Cards from a Customer Group on reasonable notice.
- 14.3 You shall take all reasonable steps to ensure that Gift Cards are not used to make bulk purchases of Products from Us.
- 14.4 You will actively monitor such extraordinary transactions and regularly (monthly) report to Us such exceptions. You shall immediately indemnify Us in full against all loss (including direct and indirect loss of profit and direct loss) costs, damages, charges, which may be incurred by Us as a result of Gift Cards being used to bulk-buy Products for a commercial purpose.
- 14.5 You shall review Gift Cards transactions from customers for redemptions within Argos Limited of £3,000 or more on a single card, in a single transaction or multiple transactions in a 12 month period.
- 14.6 We may extend this list of prohibited activities without notice at any time.

#### 15 Data Processing

If we process Personal Data for You We will:

- 15.1 Ensure that Our employees are subject to legally binding obligations of confidentiality.
- 15.2 Maintain records of processing activities outlined in accordance with Article 30 of the General Data Protection Regulation ("GDPR").
- 15.3 Implement and maintain appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss or, destruction of, or damage, taking into account the harm that might result from such unauthorised or unlawful processing, loss, destruction or damage and the nature of the Personal Data.
- 15.4 Notify You promptly if We suffer a data security breach leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data.
- 15.5 Implement appropriate technical and organisational measures to ensure that processing of Personal Data carried out in connection with this Agreement meets the requirements of the GDPR and ensures protection of the rights of individuals under the GDPR.
- 15.6 Assist You in complying with the obligations set out in Articles 32 to 36 (inclusive) of the GDPR taking into account the nature of the data processing undertaken by Us and the information available to Us.
- 15.7 Notify You promptly in writing if any instructions of Yours relating to the processing of Personal Data are unlawful.
- 15.8 Not engage sub-processors to process Personal Data on Our behalf without your consent to such sub-processing save that We shall be entitled to appoint third parties as general suppliers of technology and services, provided that such third parties do not carry out specific processing activities on behalf of You. We will: (i) enter into a written agreement with each sub-processor imposing data protection terms that require the sub-processor to protect the Personal Data to the standard required by the GDPR and (ii) remain responsible for its compliance with the obligations of this Agreement and for any acts or omissions of the sub-processor that cause Us to breach any of Our data protection obligations.
- 15.9 Not transfer any Personal Data we are processing for You outside the European Economic Area, other than on an occasional and temporary basis to third parties appointed as general suppliers of technology and services to Us. We will at all times provide an adequate level of protection for the Personal Data processed, in accordance with the requirements of GDPR.
- 15.10 On termination or expiry of this Agreement, at Your choice securely delete or return all Personal Data to You.
- 15.11 Our liability to You in respect of any costs, expenses, losses, damages or other liabilities arising out of or in connection with the breach of this Agreement (whether by AfB or by any persons used by Us to process Personal Data shall be limited to the fees paid by You to Us in the previous 12 months.

Details of data processing:

Subject matter: The subject matter of the data processing is the Services provided to You by Us

Duration: The duration of the data processing under this Agreement is until the termination of the Agreement.



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Purpose: The purpose of the data processing is the provision of the Services to You and the performance of Our obligations under the Agreement.

Categories of data subjects: Your customer's

Types of Personal Data: Names, addresses, phone numbers, email addresses

Sensitive Personal Data: N/A

### **16 Notice, General Law etc.**

- 16.1 We reserve the right to transfer, assign, novate or sub-contract the benefit of the whole or part of any of Our rights or obligations under the Terms or any related contract to any third party (including a member of Sainsbury's).
- 16.2 We will not be liable or responsible for any failure to perform, or delay in performance of any of Our obligations caused by events outside Our reasonable control (Force Majeure Event).
- 16.3 Any notice required or permitted to be given by either party to the other under the Terms shall be in writing addressed to the other party's registered office or principal place of business which for Us is: Argos Business Solutions Limited, Argos Limited, 33 Holborn, London, EC1N 2HT and for You is the address stated your account application or in the Commercial Terms Document.
- 16.4 No delay or failure by Us to exercise any powers, rights or remedies under the terms will operate as a waiver of them nor will any single or partial exercise of any such powers, rights or remedies preclude any other or further exercise of them. For any waiver to be effective it must be in writing and signed by an authorised representative of Us.
- 16.5 If any provision of the Terms are held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the Terms and the remainder of the provisions in question shall not be affected thereby.
- 16.6 The Terms shall be governed by the laws of England and any dispute between Us and You will be resolved exclusively in the courts of England.
- 16.7 You will not, without prior agreement in writing from Us, disclose the content of the Terms or the business practices of either party.
- 16.8 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by Us shall be subject to correction without any liability on the part of Us.
- 16.9 These Terms constitute the entire agreement between the parties and supersede any previous agreement or understanding, course of dealing or trade custom. All other terms and conditions whether such terms are supplied by You or otherwise, whether express or implied by statute, are excluded to the fullest extent permitted by law.
- 16.10 You may not assign or sub-contract any of Your rights or obligation under the Terms to any third party unless agreed upon in writing by Us.
- 16.11 The Terms do not create or confer any rights or benefits enforceable by any person that is not a party (within the meaning of the Contracts (Rights of Third Parties) Act 1999) except (a) Sainsbury's or Argos Limited shall have the right to enforce any rights or benefits under the Terms; (b) Sainsbury's or Argos Limited shall have the right to enforce and take the benefit of the rights or benefits of any limitation or exclusion or limitation of liability in the Terms; (c) a person who is a permitted successor or assignee of the rights or benefits of the Terms may enforce such rights or benefits; (d) no consent from the persons referred to in this clause 16.11 is required for the parties to vary or rescind the Terms (whether or not in any way that varies or extinguishes rights or benefits in favour of such third parties).
- 16.12 In the event of conflict of the Terms the order of precedence is: the Commercial Terms Document, Standard Gift Card Terms, as applicable.
- 16.13 You shall at all times comply with all applicable laws, regulation and codes relating to anti-bribery, anti-corruption and modern slavery including but not limited to the Bribery Act 2010 and the Modern Slavery Act 2015.

Date: October 2023

Argos Business Solutions Limited, Argos Limited, 33 Holborn, London, EC1N 2HT. Registration No. 03234511.