



General Terms and Conditions Fun Miles Barbados Inc.
for Corporate Contracting Parties

1. General Terms and Conditions

These General Terms and Conditions shall apply to the legal relationship between Fun Miles Barbados Inc. (FMB) and its corporate contracting parties, including customers, partners and suppliers (in these Terms and Conditions jointly referred to as: “the other party”). The principal place of business of Fun Miles is located in Barbados at Kendal Hill, Christ Church, and it is listed with the Chamber of Commerce in Barbados under number 54174. Fun Miles has branch offices in several islands.

2. Scope

These General Terms and Conditions shall apply to all existing and future legal relationships between FMB and the other party to the extent that it is not otherwise provided in agreements and/or in special conditions. General terms and conditions applied by a foreign branch of FMB to its legal relationships with the other party shall prevail over these General Terms and Conditions as regards these legal relationships in the event of an inconsistency. If other general terms and conditions apply or are declared applicable by or on behalf of another party, these shall not apply in the legal relationship with FMB, unless FMB has agreed to this in writing.

3. Duty of care FMB and other party

FMB shall exercise due care in providing its services, taking into account the interests of the other party to the best of its ability. None of the provisions of these General Terms and Conditions or of the contracts used by FMB shall detract from this principle.

The other party shall exercise due care vis-à-vis FMB, taking into account the interests of FMB to the best of its ability. The other party shall enable FMB to fulfill its statutory and contractual obligations and to provide its services correctly. The other party shall not make improper or illegal use (or allow improper or illegal use to be made) of the services and/or products of FMB, also including use that conflicts with laws and regulations, serves criminal activities or is damaging to FMB or to its reputation or to the integrity of the sector.

4. Activities and objectives

The other party shall provide information to FMB, with due observance of the applicable privacy laws, at its first request, about its activities and objectives and about the reasons for the (intended) participation in or the purchase of services and/or products of FMB. If so requested, the other party shall inform FMB as to the origin of funds deposited or to be deposited with FMB and of goods given or to be given to be held in custody.

5. Ownership and intellectual property rights

The name and figurative mark Fun Miles (the figurative marks) are owned by FMB and registered with the Office for Intellectual Property in Barbados. Unless expressly otherwise agreed in writing, all intellectual property rights, also including copyrights, database rights and trademark rights, in respect of objects designed and/or manufactured by FMB in the fulfillment of the agreement and other objects or services made available, such as, but not limited to, data carriers, computer programs, data files, documentation and peripheral equipment of FMB, regardless of whether the other party has paid for this, shall be vested in FMB.

The other party shall only acquire the user rights and authorities expressly granted in these General Terms and Conditions or the agreement and/or arising from the agreement between parties. The purpose of the agreement is not to transfer the ownership of objects and software and/or of the intellectual and industrial property rights to objects and software of parties, unless otherwise agreed.

The other party guarantees that, by fulfilling the agreement, FMB does not infringe any rights that third parties may enforce under any intellectual property law, such as the Copyright Act. The other party shall indemnify FMB both in and out of court against all claims that third parties could enforce under laws and/or regulations.

6. Engagement third parties

FMB may make use of third parties and may (partially) outsource activities in the provision of its services. FMB shall ensure that these third parties are subject to the same confidentiality obligation as applicable between FMB and the other party.

If the other party gives FMB an order or an authorization, FMB may also do business with itself as a counterparty in the execution thereof, and it may also transfer this order or authorization to a third party.

FMB shall exercise due care, skill and diligence in the selection and engagement of third parties in connection with the performance of its obligation under its agreement. FMB shall remain fully responsible for the acts and omissions of such third parties. If the other party itself engaged or appointed a third party; the consequences of that choice shall be for the account of the other party.

7. Risk of dispatches

Where FMB dispatches or transmits information or document to a third party at the instructions of the other party, such dispatch or transmission shall be at the sole risk of the other party.

8. Data of the other party

The other party and its representatives are obligated to cooperate with FMB and to provide data and information required for being able to fulfill the agreement for the provision of services. FMB shall be informed in writing as soon as possible of any changes in these data and information.

9. Continuity in the provision of services

FMB aims to ensure the adequate functioning of its facilities for the provision of its services (such as hardware, software, systems, infrastructure, networks) but does not guarantee that these facilities will always be running correctly without interruption. FMB aims to avoid interruptions/malfunctioning, insofar as this lies within its sphere of influence, within reasonable bounds or to remedy the interruption/malfunctioning within a reasonable time.

10. Name and address of the other party

The other party shall inform FMB to which address documents and/or information that are intended for it can be sent. The other party shall inform FMB as soon as possible in writing of a change in name and address.

11. English language

The communication between FMB and the other party shall take place in English, unless agreed otherwise in writing. FMB can demand that the other party has documents, which are in a language other than English, translated into a language that FMB agrees to at the expense of the other party by a person who is qualified for this purpose in the opinion of FMB. A translator who is a sworn translator in the language in question shall be qualified in any case.

12. Use of means of communication and data traffic

The other party is obligated to make safe use of the Internet, fax, email, mail or other means of communication in its communication with FMB. The other party shall refrain from such (excessive) data traffic that the use of the basic service and/or the Internet by other users can be disrupted. FMB shall reserve the right to perform checks on the use of the network and the usage of bandwidth and data traffic by an individual other party, and this in connection with the load on the network.

Notwithstanding the provisions of these General Terms and Conditions, FMB shall be authorized to warn the other party if it acts contrary to this Article. Other measures that FMB may take include, but are not limited to:

- a. charging additional costs to the other party.
- b. setting a data limit.

FMB shall inform the other party of such a measure before it is executed. FMB shall not be liable for any direct or indirect damage resulting from measures mentioned in the preceding paragraph.

FMB does not guarantee that data traffic transmitted by or to the other party through the basic service is received within a reasonable time, correctly and in its original condition. Notwithstanding the provisions of these General Terms and Conditions, FMB shall accept no liability in this respect.

If the other party transports, through the services of FMB, data, personal information and/or computer programs across national borders, the other party shall indemnify FMB against any liability, costs or damage resulting from claims of third parties:

- a. in case these data, personal information, information and/or computer programs are contrary to the statutory provisions applicable in Barbados.
- b. in case these data, personal information, information and/or computer programs are introduced in violation of statutory provisions of the exporting country that are similar to those mentioned in subparagraph a.

13. Information and orders

The other party shall ensure that FMB within two (2) business days of FMB requesting the information or as soon as reasonably practicable under the circumstances, receives all information of which FMB indicates or of which the other party can reasonably understand that it is necessary for the correct provision of services by FMB. The other party shall ensure that statements, such as orders and notifications to FMB or to a third party appointed by FMB are clear and comprehensive and contain the correct information. The other party shall comply with the regulations and instructions issued by FMB.

The other party shall make use of data carriers or means of communication approved or specified by FMB in its statements addressed to FMB or a third party designated by FMB. The other party shall make use thereof with due observance of regulations and instructions issued by FMB.

FMB may postpone or refuse the execution of orders, if these have not been issued correctly or the data required for this have not been submitted correctly. In special circumstances, FMB may refuse to execute an order given by or on behalf of the other party or FMB may refuse to provide a requested service. These special circumstances may include (but are not limited to) competitive, contractual or statutory provisions, ethnic, cultural, religious or moral objections, interests of public order and safety and the prevention or limitation of nuisance.

14. Obligations of the other party

The other party is not only entitled but obligated as well to use the name and figurative mark of FMB where reasonably possible and to mention same

on all appropriate means of communication and merchandise during the term of validity of the agreement.

During the term of validity of the agreement, the other party is obligated to actively promote the use of the name and figurative mark of FMB and to promote participation of the public in the regular and special campaigns of FMB.

The other party is obligated to submit all necessary data and information to FMB. Whenever use is made of offline services, the other party is obligated to exchange the data collected with FMB following campaigns and/or transactions. The form of the data and information to be submitted shall be determined by FMB.

15. Evidentiary force and records retention period

An abstract from the records of FMB shall serve as prima facie evidence vis - à - vis the other party, subject to rebuttal evidence produced by the other party. FMB is not required to retain its records for a period longer than the statutory retention periods.

16. Checking the information provided and orders executed by FMB

The other party shall check the confirmations, bank statements, invoices, other specifications or other information that FMB sends to it or makes available to it as soon as possible after receiving same. If FMB makes such communications available to the other party electronically, the other party shall check the information as soon as possible after it has been made available to it. The date of dispatch or the date of making the information available shall be the date of dispatch or the date of making the information available as is apparent from copies, distribution lists or otherwise from the records of FMB. The other party shall check as soon as possible whether FMB has executed orders given by or on behalf of the other party correctly and completely. If the other party does not receive a notification from FMB, whereas the other party knows or should know that it could expect a notification from FMB, it shall inform FMB of this as soon as possible in writing.

If the other party notices a mistake or an omission, it shall inform FMB as soon as possible and take all reasonable measures to prevent (further) damage. If FMB detects that it has made a mistake or an error, it shall remedy this as soon as possible. FMB shall inform the other party about the detected mistake or error as soon as possible.

FMB shall be authorized to remedy a mistake or error without the consent of the other party and to reverse an incorrect entry. FMB shall be authorized to reverse an incorrect entry as a result of an order given by an unauthorized person or a person without legal capability to act. FMB shall immediately inform the other party hereof in writing.

If the other party requests a copy of information that has already been provided to it by FMB, FMB shall provide this to the other party within a reasonable period and FMB shall receive a reimbursement for the reasonable costs incurred by FMB, unless FMB no longer has this information or the request is unreasonable.

17. Approval statements FMB

If the other party has not contested the contents of confirmations, bank statements, invoices, other specifications or other information sent or made available to the other party by FMB in writing within three months after such documents have been made available to the other party by or on behalf of FMB, the contents of such documents shall, in any case and notwithstanding the other obligations arising from these General Terms and Conditions for the other party, be deemed to have been approved by the other party. If such documents contain any arithmetical errors, FMB shall remedy these errors, also after the expiration of the period of three months.

The other party shall exercise the utmost care in the production of advertising material, leaflets, radio and television pots, announcements, promotions, mailings and all other modes of communication with the public or a specific target group. The other party shall make a reservation of printing or typographical errors in all statements. FMB shall never be liable vis-à-vis the other party for printing or typographical errors.

18. Obligation to retain records and confidentiality obligation

The other party shall store and treat with care the items made available to the other party, such as forms, data carriers, means of communication, security tools, access codes and passwords. The other party shall treat access codes and such with due care and keep these confidential for other persons. The other party shall adhere to the security regulations issued by FMB.

If the other party knows or can reasonably suspect that items that FMB has made available to it have come into unauthorized hands or that abuse is being made or can be made or that an unauthorized person knows its access code(s), it shall immediately notify FMB of this.

19. Payment

Unless otherwise agreed, payment shall be made within thirty (30) days after invoice date by payment or transfer to the bank account of FMB. The value date on which a payment is received, stated on the bank statements of FMB, shall be considered the date on which the payment has been made.

Each payment by the other party shall be used first for the settlement of the interest due by the other party and the collection costs and administrative expenses payable to FMB, and then to pay the outstanding debts in order of age, therefore starting with the oldest outstanding claim. Any other description in case of payment by the other party shall be subordinate to this.

20. Failure; interest and costs

The other party shall be deemed to be in default if it fails to make any payment when due or fails to perform or fulfil any of its obligations, without the need for any reminder or demand from FMB.

If a payment due by the other party to FMB is not made timely, the other party shall automatically owe FMB default interest with effect from the date on which the payment period has expired, amounting to one and a half percent (1½%) per month, without prejudice to the other rights to which FMB is entitled; for the calculation of this default interest, a month already started but not completed shall be considered a whole month. Aforementioned default interest of 1½% per month shall be a minimum interest, and if this interest, calculated on an annual basis, is at any time less than 5% than the official statutory rate interest applicable in Curaçao, this default interest shall be automatically increased, in such a way that, calculated on an annual basis, it is 5% higher than the statutory interest.

All judicial and extrajudicial costs to be incurred, including costs to be incurred by FMB for legal assistance and advice, shall be payable by the other party. The extrajudicial collection costs shall amount to 15% of the amount owed by the other part.

21. Suspension

If the other party is in default with the fulfillment of any obligation to FMB, FMB may suspend its obligations towards the other party, unless this is not justified given the minor importance of the default. Such suspension shall take place in writing, stating the reason.

22. Duration, Termination and dissolution of the agreement

An agreement may be concluded for a definite or indefinite period of time. An agreement shall always be terminated by the end of the month. The applicable notice period shall be taken into account. If the agreement is terminated by notice given by the other party in the middle of a current period, the other party shall owe the full periodic fee for the unexpired part of that period.

Interim termination of the agreement shall not relieve the other party of any payment obligation in respect of services already provided by FMB, unless FMB is in default in respect of a certain service. Amounts invoiced by FMB before the dissolution in connection with which it has already performed or delivered pursuant to the agreement, shall be immediately due at the time of the dissolution.

If the other party fails to fulfill its obligations, FMB shall be entitled to terminate or dissolve the agreement without judicial intervention, without prejudice to the right of FMB to claim damages and to take other (legal) steps, and without prejudice to the right of FMB to demand fulfillment (whether or not with

damages) instead of terminating the agreement.

FMB may terminate or dissolve the agreement with the other party with immediate effect, if:

- a. the other party is declared bankrupt, proceeds to assignment of its assets, files a request for a moratorium or if the other party is granted a (temporary or permanent) moratorium or attachment is levied on all assets of the other party or a part thereof;
- b. the other party, if it is a natural person, dies or is placed under conservatorship, or if goods of the other party are put into administration;
- c. if the other party is a legal entity, the liquidation of the other party commences or an application for dissolution of the party is filed or a dissolution decision is or has been made against the other party.

If an agreement is terminated or dissolved under the provisions of this Article, the amounts payable by the other party to FMB at the time of termination or dissolution shall remain payable in full, and the other party shall owe the interest and costs in respect of these amounts payable under the provisions of these Terms and Conditions, without prejudice to the right of FMB to demand damages and the other rights to which FMB is entitled.

The termination or dissolution of the agreement shall not affect the provisions of these General Terms and Conditions regarding liability, indemnification, intellectual property and applicable law, and the other provisions that, by their nature, are intended to also continue after termination or dissolution.

23. Special costs

If FMB becomes involved in an attachment, dispute or proceedings between the other party and a third party, and it turns out later on that FMB is not to blame and has therefore become involved wrongly, the other party shall fully reimburse the costs incurred by FMB within this framework, including - but not limited to - costs of legal assistance. If, however, the other party was wrongly involved by the third party, FMB may not enforce any right to damages against the third party of the costs incurred by it, as referred to above.

All other special costs of FMB arising from the relationship with the other party shall be payable by the other party insofar as this is reasonable.

24. Taxes and levies

All taxes, levies and the like - under whatever name and levied by whomever - that concern the relationship between the other party and FMB shall be payable by the party on which they are imposed, unless agreed in writing otherwise or a provision of imperative law specifies differently, or the other party should be considered liable for this in reason.

25. Form of notifications

Notifications to FMB shall be made in writing, unless a different manner of communication has explicitly been agreed with FMB, and shall be sent by registered post to the address mentioned in Article 1.

26. Incidents and disasters

If (in the execution of) an agreement between FMB and the other party, an incident or disaster threatens to occur, occurs or has occurred, the other party shall, at the request of FMB, do or refrain from doing everything what FMB reasonably considers necessary in connection therewith.

27. Liability

Except in case of intent or gross negligence, FMB shall in no way be liable for damage resulting from the services provided by it and/or any failure in the execution of the agreement or the violation of any other obligation towards the other party.

Except in case of intent or gross negligence, FMB shall in no way be liable for damage resulting from the actions, the services or the use of objects by third parties engaged by FMB, the availability, speed and/or operation of the network and the information of third parties that reaches the other party during or after using the services of FMB, including information of an infringing, abusive, profane or sexually offensive nature.

Except in case of intent or gross negligence, FMB shall in no way be liable for loss of data incurred as a result of technical failures at FMB, other internal or technical failures, the security by the other party of the data stored on the systems of FMB or the unauthorized access by third parties to the data and/or files that the other party provides and receives through the services of FMB.

Damage, as referred to in the preceding paragraphs of this Article, which in the opinion of the other party is due to the intent or gross negligence of FMB, shall be reported in writing to FMB as soon as possible, but in any case, within one year after the occurrence thereof. Damage that has not been reported to FMB within that period shall not qualify for compensation, unless the other party can demonstrate that it has not been able in reason to report the damage earlier.

FMB shall in no way be liable for any consequential or indirect loss and for damage to, loss or destruction of data or emails.

The other party shall indemnify FMB against all claims of third parties that are in any way connected to the use of the services by the other party, or the failure to comply with the obligations of these General Terms and Conditions and the agreement by the other party.

If damage is caused to a third party or to the services and/or peripheral equipment of FMB by the use of peripheral equipment used by the other party, which does not comply with the conditions imposed by FMB, the other party who has made use of that equipment shall be liable for this towards this third party and/or FMB.

28. Force majeure

If, due to force majeure, a circumstance that is not attributable to FMB or the other party, FMB or the other party are prevented or hindered seriously to fulfill any obligation, they shall be entitled to suspend or cancel its obligations under the agreement, without any party having any claim against another party. If the period of force majeure has lasted longer than six weeks, both the other party and FMB may terminate the agreement in writing, without being obligated to pay the other party damages. Amounts paid by way of advance shall be refunded by FMB on a prorated basis.

Force majeure shall be understood to be war, threat of war, riots, attack, fire, water damage, floods, strikes, sit-ins, exclusion and/or economic boycott, import and export restrictions, government measures, shortage of materials, failure or supremacy of suppliers, carriers or other third parties whose products or services are purchased by FMB, cable break, failure of the connection, the network or the network of third parties, defective machinery, disruptions in the supply of water and/or energy to the business of FMB, failures in the connection to the Internet, faults in the telephone network of telecommunication providers, failure due to unforeseen maintenance, failures in peripheral equipment used or made available by FMB, computer viruses, as well as any other circumstance beyond the control of FMB.

29. Partial nullity or voidability

If a provision in these General Terms and Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of these General Terms and Conditions.

30. Conditions of the other party

Applicability of the general terms and conditions used by the other party is hereby expressly excluded, unless otherwise agreed in writing. If, in the latter case, there is a conflict between these Conditions and the conditions used by the other party, these Conditions shall prevail.

31. Applicable law

The relationship between FMB and the other party shall be governed by the laws of Curaçao, unless imperative law prescribes otherwise or unless otherwise agreed.

32. Complaints and disputes

If the other party is not satisfied with the services provided by FMB, it shall first turn to FMB, taking into account the procedure applicable for this at FMB.

Disputes between the other party and FMB shall only be brought before the competent Court of Curaçao, except in the case of imperative law and the right of FMB to submit a dispute to the foreign court that is competent for the other party.

33. Termination of the relationship

Both the other party and FMB may terminate the relationship between them in writing completely or partially. If the relationship is terminated by FMB, it shall, upon request, inform the other party of the reason for such termination. After notice of termination of the relationship has been given, the existing individual agreements between the other party and FMB shall be settled as soon as possible, taking into account the applicable time periods. During the settlement, these General Terms and Conditions and the specific conditions that apply to the individual agreements shall remain applicable.

34. Transfer of contracts

As a result of these General Terms and Conditions becoming applicable, the other party has, in the event of a (partial) transfer of the business operations of FMB, agreed to cooperate in advance that its legal relationship with FMB in connection with that (partial) transfer shall (partially) be transferred to a third party.

35. Modifications of and additions to the General Terms and Conditions

Modifications of and additions to these General Terms and Conditions shall not take effect until after having consulted with the other party regarding such modifications and additions. The modifications and additions shall be published on www.funmiles.com/barbados. These modifications and additions shall not take effect until after the date of publication.

Barbados, September 1, 2025

Authorized representative,

A handwritten signature in black ink, consisting of a series of loops and a long horizontal stroke, positioned above the printed name and title.

P.J.W. de Leeuw
Executive Director