

**THE NEST PROGRAMME**  
**Terms and Conditions**  
**Version applicable as of 20<sup>th</sup> of October 2022**

**Section I – Details of the NEST Programme**

**What is the NEST Programme**

(1) These Terms and Conditions, together with the specific details available on the relevant ESWD Website/ESWD Account shall govern the NEST Programme (the “**NEST Programme T&C**”). In case of discrepancies, the specific details available on the relevant ESWD Website/ESWD Account shall prevail.

(2) The NEST Programme (the „**NEST**” / “**NEST Programme**”) is designed and owned by ESWD („**ESWD**”, the “**Company**”, “**us**”, “**our**” or “**we**”) and runs in connection with each EshopWedrop website evidencing the availability of NEST ([www.EshopWedrop.lv](http://www.EshopWedrop.lv)) (each, the “**ESWD Website**”).

(3) The *Online General terms and conditions and specific On-line sale services terms* applicable for the relevant ESWD Website (the “**ESWD T&C**”) shall be considered supplemented with these NEST Programme T&C.

(4) The terms defined herein in capital letters shall have the meaning assigned to them under these NEST Programme T&C or in the relevant ESWD T&C.

(5) NEST is available only for ESWD Accounts, where an “**ESWD Account**” is an Account on the ESWD Website (created by an User as per the relevant ESWD T&C) that is both active and identified, *i.e.* for which the Know-Your-Customer/any equivalent identification process has been carried out as per ESWD rules and that is not suspended/terminated/blocked for any reason.

“**You**”/ “**you**” / “**Customer**” means the holder of an ESWD Account (that can log-in and use their Account).

“**NEST Section**” means the section in each ESWD Account evidencing all options/status/actions in connection with NEST.

(6) Once you make an action requiring to agree with the NEST Programme T&C, by clicking on the *NEST Programme T&C* button, you declare you have read all the terms herein, you agree with their contents in entirety and you agree to respect and be bound by the NEST Programme T&C. Please read NEST Programme T&C carefully before using NEST and do not engage with NEST unless you do not fully agree.

## How NEST works

### (1) NEST main features

The NEST Programme-related options/features/benefits are visible in the ESWD Account, once you log into your ESWD Account. You may use them according with the NEST Programme T&C.

Mainly, NEST allows Customers to pay in advance for the amounts owed to ESWD as ESWD Services users/customers, and/or mandate the relevant ESWD Service Provider to use amounts in their NEST Section for paying for the amounts owed to ESWD as ESWD Services users/customers.

NEST also ensures Users' access to other benefits/features, as per the NEST Programme T&C. ESWD does not charge you any fee for accessing the NEST Programme for your ESWD Account, or for your use of the NEST Programme benefits as per the NEST Programme T&C.

### (2) Using the NEST

Once signed-in into your ESWD Account, you will be able to see the NEST Section.

- Deposit option (button) will be available as per the NEST Programme T&C

Once you access the Deposit button, you are redirected to the payment processor page, where you can order the payment (as an advance-payment) of any amount you choose and respects the NEST Programme T&C (e.g. the currency of your country, the minimum value/transaction, the maximum daily/transaction threshold, the maximum NEST positive balance, etc.). The payment must respect all terms of a valid payment.

Banking commissions may apply according to banks' policies for online payments.

Once valid payment you made under the *Deposit* process is registered by ESWD (each *Deposit* process is considered completed for that amount), the respective amount will be shown as a positive amount in your NEST Section.

- Using the NEST positive balance

Any deposit amount shown as NEST positive amount in your ESWD Account will be considered and be regarded as a payment in advance for amounts owed by the User to ESWD as ESWD Services user/as per ESWD T&C. Nevertheless, you will be the one to decide for which payment towards ESWD, you would use the NEST positive balance.

Thus, once you need to undergo the payment process towards ESWD for ESWD Services/as per the ESWD T&C (e.g. for estimated customs payments, for order completions, etc.), you will be able to select, as alternative method of payment, the payment with the NEST positive balance in your NEST Section.

If you select payment by your NEST positive balance, this means that you give an express, direct and irrevocable mandate to ESWD to accept the payment owed to ESWD for ESWD Services/as

per the ESWD T&C, by using the pre-paid amounts in your NEST positive balance. In order for your amounts in the NEST positive balance to be used for payment, the amounts in your NEST positive balance must be higher than the ones you owe to ESWD for that payment (using both NEST and other method of payment at the same time is not possible, as a rule).

If payment is thus completed, that debt towards ESWD shall be considered closed, with the balance of the amount in your NEST Section (if any) to be evidenced further on.

ESWD shall process data related to NEST Section and your email address to send you transactional notifications in connection with this action.

➤ *EDee Express*

If EDee Express is available in your ESWD Account, you will be able to use this together with NEST; thus, you may select the NEST as payment option for EDee Express order/service and that will represent that you give an express, direct and irrevocable mandate to ESWD, for ESWD to use your amounts in the NEST positive balance, when the EDee Express order/service is completed and the payment due to ESWD becomes due in payment, to close the payment you owe to ESWD (provided that at the time the payment is due in payment, your amount in the NEST positive balance is higher than the amount due to ESWD, and the rest of the conditions under NEST T&C are met).

➤ *Cashback benefit*

When your Parcel/your Order gets the “*Completed*” status (as per the ESWD T&C), and the pre-payments in your NEST Section have been used, as per the NEST Programme T&C, for the payment of that Parcel/Order, then ESWD will show as available in your NEST Section a certain percent (%) of the amount paid for that Parcel/Order, as *cashback*. This means that you will be able to use the corresponding amount of the cashback on next occasions where NEST may be used as per the NEST Programme T&C.

The value of the cashback will not be reimbursed as such (the amount will not be effectively sent to you via the bank account or otherwise), but will be shown as NEST positive amount in your NEST Section and will be in fact deducted from future payments we would owe to ESWD and for which NEST will be used, in accordance with the NEST Programme T&C.

If, for any reason, the transaction for which the cashback was generated, is reversed/annulled, at any time, for reasons non-attributable to ESWD’s exclusive fault, the value of the respective cashback shall be deducted from the NEST positive balance of your NEST Section (*i.e.* the value of your NEST positive balance shall be diminished with the value of the cashback, as it will be considered as it has never been granted).

In case, between the date you initiate a NEST action, and the moment when the obligation to grant the cashback (as provided under the NEST Programme T&C) becomes due (*i.e.* the respective

Parcel/your Order gets the “*Completed*” status), the NEST Programme T&C is amended, then the version of the NEST Programme T&C valid on the date when the obligation to grant the cashback becomes due, shall apply.

- Withdrawal option (button) will be available as per the NEST Programme T&C

Whenever you decide that any NEST positive balance in your NEST Section be reimbursed to you, you may access the Withdraw option and indicate the amount to be reimbursed (*i.e.* not be used for further NEST Programme-related actions); the amount must not be higher than the one evidenced by your NEST positive balance and must meet the relevant limits/requirements (*e.g.* minimum / maximum value, per day/per transaction, currency).

Also, you must indicate a valid bank account, having you as sole beneficiary (*i.e.* the name and surname indicated in your ESWD Account must be identical with the name and surname you indicate as beneficiary of the payment).

ESWD undertakes to make available for reimbursement the amount that meets all conditions for reimbursement, in the bank account you indicated, in within 5 (five) business days from validation of your request for withdrawal. If the crediting of the bank account you indicated is not possible, for reasons outside ESWD control/responsibility, you will be informed and further steps may be needed for the reimbursement.

- Other elements to consider

Various Statements based on your interaction with NEST (*e.g.* total cashback, current balance) will be available in your NEST Section.

In case a transaction for which your amount in the NEST positive balance was used, is afterwards annulled/rolled back according with ESWD T&C, the amounts to be reimbursed to you shall be made available again (re-instated) in the your NEST Section (no effective money reimbursement shall be owed to you)..

The values (amounts) evidenced as NEST positive balance in your NEST Section cannot be used for other type of transactions outside of your ESWD Account. They will not be or be regarded as a banking deposit/other type of money deposit and they will not generate interest rates; also, they will not be considered an investment/contribution of any sort. Such amounts will not give you rights to other benefits than the ones provided under the NEST Programme.

ESWD reserves the right to suspend/refuse any operation/action under the NEST Programme T&C that it considers in any way suspicious/fraudulent/illegal or for which ESWD has been warned/notified by a relevant authority as presenting risk/characteristics of fraud/suspicious/illegal activity/conduct.

You hereby agree for ESWD to send you notifications by email regarding information/actions in connection with your NEST Section/your NEST activity.

### **Suspension/Termination**

(6) The termination/deactivation, for any reason, of your ESWD Account and/or of your contractual relationship with ESWD (including deletion of your ESWD Account or request for ESWD to delete your ESWD Account), as per the ESWD T&C, automatically leads to the termination/deactivation of your access to the NEST Programme; you will not be entitled to use NEST further on.

(2) ESWD may unilaterally decide, at any time, to temporarily suspend or to stop the NEST Programme, without justification or other formality, and without owing damages/penalties to you. Such suspension, respectively termination, shall automatically lead to the suspension, respectively to the termination/deactivation of your access to the NEST Programme; you will not be entitled to use the NEST further on (unless ESWD notifies you that the NEST Programme is resumed after the temporary suspension).

(3) Should your ESWD Account be suspended, for any reason as per the ESWD T&C, your use of the NEST Programme (and any benefits thereof) shall be also suspended, until clarification, no damages/penalties/indemnification being owed to you by ESWD. Should state/competent authorities make claims/impose sanctions/seizures involving you and/or take actions that may in any way affect your ESWD Account, such claims/sanctions/seizures may also affect your NEST Section (*e.g.* advance payments shown as NEST positive balance amounts in your NEST Section) and may lead to your access to such amounts being permanently prevented. Such events cannot be imputable on ESWD and ESWD shall act accordingly with the provisions of the law and authorities' instructions/demands. ESWD shall be relieved from any responsibility/liability in connection therewith, including in connection with any reimbursement, and shall not be liable towards you for such reimbursements or any damages/penalties related thereto.

(4) Should, at any time, the NEST Programme stop and/or should the termination of your access to the NEST Programme occur, and ESWD must reimburse the payments in advance you made as per the NEST Programme T&C, you undertake to provide ESWD with the details ESWD requests for the reimbursement (*e.g.* bank account – that must be on your name and surname, etc.), upon 5 (five) days from ESWD information/request. Limits per transaction could apply, as per the Withdrawal section above. ESWD shall not be responsible for your failure to observe your obligations needed for the reimbursement.

(5) You can stop at any time from using the NEST Programme, without owing damages/fees/penalties/indemnification to ESWD for your decision.

(6) In case of termination of your access to the NEST Programme, as per the above, the details of your NEST Section shall be available for 30 (thirty) days for your download; afterwards, the details

shall be deleted from your ESWD Account and shall be available upon your written request, as per the Privacy policy related to the processing of personal data available on ESWD Website.

### **Other provisions**

(1) You are solely and fully responsible for the accuracy of the information entered into/transmitted to ESWD regarding your NEST Section/your actions in the NEST. ESWD will not be responsible for any communication not received by you or any other failure of communication/non-observance by ESWD of its duties herein, due to the inaccuracy of the information then on file from you.

(2) If ESWD determines that you have abused any of the NEST Programme's access benefits, or your fail to comply with any of the NEST Programme T&C/any of the rules of a related-campaign, or that you made any misrepresentation to ESWD, then ESWD may, in its sole discretion, take such actions as it deems appropriate, including without limitation, suspending your access to the NEST Programme, revoking any benefits your NEST Section and/or revoking your membership in the NEST (eliminating you from the Programme/a specific related-campaign), in any case, with or without advance notice to you and without liability from ESWD's part or without owing any amounts/indemnification to you.

(3) The NEST Programme T&C will be available (in current version and any previous versions) on the relevant ESWD Website. ESWD may unilaterally modify any condition/provision of the NEST Programme T&C at any time, with notification, without owing any damages/indemnification to you.

(4) The NEST Programme T&C are in addition to any other Terms and Conditions applicable to the relationship between ESWD and you (e.g. the ESWD T&C), and shall be read together with such other Terms and Conditions as one and the same instrument; provided, that if there is a conflict between any terms set forth in the NEST Programme T&C, the ESWD T&C and the information on the ESWD Website referring to the NEST, the information sent by ESWD via e-mail to you with regard to the NEST Programme, such conflict shall be resolved as follows: first, the information sent by ESWD to you by e-mail shall prevail, thereafter the information on the relevant ESWD Website regarding to the NEST Programme, then these NEST Programme T&C, thereafter the ESWD T&C and finally any other relevant terms.

(5) For the avoidance of doubt, in the event of any action, proceeding or other dispute arising from or relating to any terms of NEST Programme T&C, such dispute shall be settled in accordance with the provisions and procedures provided herein below.

### **Waiver**

(1) ESWD constantly makes every reasonable effort to ensure that the information herein is correct. ESWD is not responsible for any errors or omissions in printed copies of the NEST Programme T&C or on the relevant ESWD Website.

(2) Any waiver by ESWD of the strict observance, performance or compliance by you with any of NEST Programme T&C, either expressly granted or by course of conduct, shall be effective only in the specific instance and shall not be deemed to be a waiver of any rights or remedies of ESWD as a result of any other failure to observe, perform or comply with NEST Program T&C. No delay or omission by ESWD in exercising any right or remedy hereunder shall operate as waiver thereof or of any other right or remedy.

(3) In the event that any provision in the NEST Programme T&C is determined to be invalid, illegal, or unenforceable, such determination shall not affect the validity and enforceability of any other remaining provisions of the NEST Programme T&C.

(4) Section II is an integral part of the NEST Programme T&C.

## **Contact**

ESWD is available to respond to questions you may have on NEST Programme T&C, by contact at the e-mail address: [info@eshopwedrop.lv](mailto:info@eshopwedrop.lv).

## **Governing law**

The NEST Programme T&C shall be governed by and construed in accordance with the laws governing the ESWD T&C.

## **Jurisdiction**

You / ESWD shall endeavour to amicably settle any dispute arising out of the NEST Programme T&C. Any dispute which cannot be resolved amicably shall be submitted to the exclusive jurisdiction of the courts competent to solve disputes as per the ESWD T&C.

## **Section II - Special terms regarding data privacy in respect of the NEST Programme**

These special terms complement and supplement the Privacy policy related to the processing of personal data on the ESWD Website where you have your ESWD Account (the “**Privacy Policy**”) and refer to the processing of personal data belonging to the Customers (Registered Users) that participate to the NEST Programme. Such data subjects shall be hereinafter referred to as the “Data subjects” and/or “you” and/or “your”.

Thus, as regards the NEST Programme, the following terms shall also apply with respect to the processing of your personal data (*for the avoidance of doubt, the terms used herein in capital letters shall have the meaning assigned to them under this document, or under the Privacy Policy*).

## Controller

- EshopWedrop.com Holding Ltd. - the owner of the Eshopwedrop franchise business and of the Eshopwedrop platform (a company incorporated in the Republic of Malta, Registration number C 71443, Headquarters: Ewropa Business Centre, Level 3, Triq Dun Karm, Birkirkara, BKR9034, Malta) – remains the data controller of your personal data; contact details for data privacy matters are in the EshopWedrop Privacy Policy.

- the franchisee company operating the ESWD Website and providing to you the Services traded through the ESWD Website shall remain data processor.

## Personal data and how (with what purpose) we process the additional personal data:

Upon accessing the NEST Programme, the following additional personal data may be collected and processed regarding you – as data subject (the “**New Data**”):

- Amounts for Deposit/Withdrawal (payment data is not processed by controller / franchisee-processor)
- Statements regarding the NEST actions;
- email address for emails regarding transactions/actions in the NEST Section;
- details needed for reimbursements, as per the NEST Programme T&C;
- your agreement by ticking on *Accept*-like buttons.

We shall process your personal data (including the ones already in your own ESWD Account) also in connection with the NEST Programme, for the following purposes, compatible and consistent with the purposes for which this data were initially collected / processed as per the Privacy Policy:

- (a) implementing the NEST Programme according to the terms of the NEST Programme, *e.g.*
  - (i) completing/carrying out the formalities related to the deposit/withdrawal/cashback, and/or keeping the NEST Section accurate with respect to the status and the statements and the rest of the benefits of the NEST Programme;
  - (ii) carrying out correspondence with the you regarding the implementation of the NEST Programme;
  - (iii) allocation of Programme benefits;
  - (iv) computation of value of the cashback, including information on the NEST positive balance;
  - (v) reimbursements;
  - (vi) general correspondence and recommendations;- in terms of legal grounds of personal data processing, we base our processing on the performance of the contractual obligations assumed under the NEST Programme;
- (b) undertaking formalities for the suspension/termination of your access to the NEST Programme - in terms of legal grounds of personal data processing, we base our processing on the performance of the contractual obligations assumed under the NEST Programme;
- (c) audit and reporting (*e.g.* annual financial audit, reporting and other fiscal obligations) – in terms of legal grounds of personal data processing, we base our processing on our legal obligations and our legitimate interest of improving the franchise business model under which we operate;



- (d) protecting our rights in the court of law / arbitration court in case of disputes with you - in terms of legal grounds of personal data processing, we base our processing on our legitimate interest of protecting/enforcing our rights and defending claims;
- (e) procedures and/or investigations carried out by official authorities in (relation with) ESWD platform and/or the conduct/behaviour of the customers (e.g. your conduct) - in terms of legal grounds of personal data processing, we base our processing on our legal obligations.

The rest of the provisions of the Privacy Policy, that do not contravene herewith, especially the ones in sections: Recipients of the data, Data retention, Transfer of data to third countries\*, Security, Data subjects rights, Complaints mechanism, Contact details and competent authorities, shall apply *mutatis mutandis* to the personal data processing (operations) related to the NEST Programme.

*\*Should the data processing as per this Section involve transfer of personal data from the EU/EEA to the UK, the importer is to be qualified as a non-EU/non-EEA importer, to receive / have access to personal data (also) regarding ESWD customers from the EU/EEA. Nevertheless, the United Kingdom has been qualified to have an “essentially equivalent” level of data protection to the EU/EEA members, pursuant to the adequacy decisions for the UK GDPR and the Law Enforcement Directive adopted by the EU on 28th of June 2021; therefore, any transfer of personal data of EU/EEA data subjects to the United Kingdom would not require personal data transfer-related further formalities.*

*With respect to these personal data processed as per this Section, belonging to data subjects from the EU/EEA, the relevant importer from the UK (if any) shall observe the relevant EU data protection regulations. As regards UK-based data subjects, their data shall be processed by such an UK-based importer with observance of both the EU and the UK data protection regulations (the latter having incorporated the GDPR as per relevant legislative procedures).*

These Special terms shall be incorporated and make part of the Privacy Policy as of the NEST Programme launch and implementation.