

You are about to accept terms and conditions for forecourt payment with Visa and MasterCard via Adyen and Circle K Express Lane

- *By using the Circle K Europe payment feature and activating the functionality Circle K Express Lane, you are accepting the terms and conditions below.*
- *To enable Express Lane service usage and for payment security reasons we need access to your mobile device's GPS location as well as our CCTV cameras must be able to read your vehicle's license plate number before a payment can start. You also have to be at the station.*
- *You must add a payment card to the payment solution. Payments will be done only with your chosen payment card.*
- *For fuel payments, Circle K does a reservation displayed in the app before we unlock the pump. Once the purchase is finalized, we cancel the reservation and draw the actual purchase amount.*
- *If you lose your phone or suspect unauthorized use of the payment solution, you must block the card(s) that have been added to the payment solution.*

Problems?

In Norway please contact the station staff or call support on +47 22962500 between 08:00-16:00.

In Sweden please contact the station staff or call support on +46 08-429 63 00 between 08:00-18:00.

In Estonia please contact the station staff or call support on +372 675 7777 between 08:00-18:00.

Introduction

This purchase is governed by these standard terms and conditions for goods and services acquired by consumers over the internet and relevant consumer protection laws and regulations in the jurisdiction where the purchase is made. These standard terms and conditions apply to purchases made in Norway, Sweden, Estonia, Latvia, Lithuania and Poland, and are not intended to deprive the customer of any of rights following from mandatory legislation.

1. Agreement

The agreement with the consumer consists of the terms and conditions set out herein supplemented with information displayed at the relevant place of purchase, information provided in the payment solution and other specific terms agreed, if applicable.

In case of conflict, specific terms and information displayed at the relevant place of purchase will, to the extent permissible by law, prevail over general terms contained herein.

2. Parties

The seller is:

For purchases made in Norway, Circle K Norge AS, Schweigaards gate 16, 0191 Oslo, org. nr. 914 766 451.

For purchases made in Sweden, Circle K Sverige AB, Torkel Knutssonsgatan 24, 118 49, Stockholm, org. nr. 556000-6834.

For purchases made in Estonia, Circle K Eesti AS, A. H. Tammsaare tee 47, 11316, Tallinn, org. nr. 10180925.

For purchases made in Latvia, SIA Circle K Latvia, Dunties iela 6, LV-1013, Riga, org. nr. 40003064094.

For purchases made in Lithuania, Circle K Lietuva, UAB, J.Jasinskio 16 A, 03163, org. nr. 211454910.

For purchases made in Poland, Circle K Polska Sp. z o. o., UL. PUŁAWSKA 86, 02-603, Warszawa, org. nr. 0000012413.

The purchaser is the consumer who has registered the relevant vehicle in the Circle K Express Lane app.

3. Price

The price provided to the purchaser is the total price payable and includes taxes and fees.

4 Nature of agreement

The agreement is binding for both parties when the purchaser have placed the order with the seller by (i) having placed a vehicle registered in the app next to a fuel pump marked with “Express Lane” and (ii) a mobile phone linked to such vehicle in the app is located in the immediate vicinity of the fuel pump where the vehicle has been identified. If several users have registered the same vehicle in their profile and are simultaneously located in the immediate vicinity of the fuel pump where the vehicle has been identified, the system will charge the purchase to the card registered in the profile of the user that first registered the vehicle in the Express Lane feature. **By activating the Express Lane feature, the customer acknowledge and agree that the customer is liable, without any further authentication, for any amount charged to the card registered in the app as a consequence of placing the registered vehicle at an “Express Lane” fuel pump when the mobile phone is in the vicinity of such pump.** The agreement is however not binding if there are typographical errors in the offer made by the seller or the purchaser inadvertently has placed an erroneous order and the other party understood or should have understood that the offer or order was a consequence of such error.

5. Payment

Payment is made via credit- or debit card in the payment solution embedded in the sellers app. The seller may request payment from the purchaser from the point in time when the service or goods is delivered to the purchaser. Car wash is considered delivered to the buyer upon initiation of the applicable car-wash program.

When the customer uses a credit- or debit card as payment instrument, the seller may upon placement of order reserve an amount to secure payment of the transaction amount. The relevant card will be charged with the actual transaction amount the same day as the goods or services are delivered. Any amount reserved will be released when payment has been made.

6. Delivery

Delivery has occurred when the customer has taken possession of the goods or initiated the service. The goods/services will be delivered at the Circle K station which is closest to the place of purchase as determined by the location service embedded in the seller’s app, unless otherwise is specifically agreed between the parties. By using the seller’s ordering solution in the app, the purchaser accepts use of such location service.

7. Passing of risk

The risk passes to the purchaser upon delivery as described in clause 6.

8. No right of withdrawal

Purchase of fuel and car wash is exempted from right of withdrawal due to the non-reversible nature of the delivery of the product and service. The purchaser acknowledges that there is no right of withdrawal once the seller has fulfilled its obligations.

9. Defects

In case of defects in the purchased goods or services the purchaser shall within reasonable time after the purchaser discovered, or should have discovered, the defect notify the seller in writing that a claim will be made. Notification may not be presented later than two years after the purchase was made. If there in fact was a defect in the goods or services and this was not caused by the purchaser or otherwise considered the purchaser’s risk, the purchaser may according to applicable law have the right to withhold payment, demand fulfilment of the contract, terminate the agreement and/or claim compensation from the seller.

10. The seller's rights in case of breach of contract by purchaser

If the purchaser does not pay or fulfil other obligations according to the agreement or law, and this is not caused by the sellers or matters within the seller's control, the seller may according to applicable law withhold the goods or services, demand fulfilment of the contract, terminate the agreement and/or claim compensation from the purchaser. The seller may also be entitled to interest for late payment, debt collection fees as well as a reasonable fee for uncollected goods.

11. Privacy and Personal Data

11.1. Privacy and communication

Registering for Circle K Express Lane services will let you utilize our CCTV license plate number recognition for automatic payment services in specific areas of Circle K service stations.

Circle K will not send you any promotional material unless you have consented to it. The information that will be communicated to you when using Express Lane is:

- Invoices that will be added to your profile in Express Lane application;
- Mobile application notification pop-up in your mobile device when you enter service station that supports Express Lane and after successful purchase.
- We may ask you to evaluate your satisfaction with Express Lane service. This is an optional feature, more on that in "What personal data do we collect" paragraph.

Please remember that Express Lane acts as an extension of Circle K EXTRA Club, so communication preferences related to Circle K EXTRA Club, should be changed from the user profile settings of appropriate application.

We also like to hear your views to help us to improve our services, so we may contact you for market research purposes.

Information about what partners Circle K has in the Circle K Express Lane service and what data we will exchange at any given time is available in the Express Lane application.

11.2. How and for what purpose is data collected

When using Express Lane services, your Circle K EXTRA Club information will be used to facilitate the account creation and collected information will be stored together with your EXTRA Club account in order to provide you with Express Lane service. Express Lane service account operates as an extension to your existing Circle K EXTRA Club account, therefore the data collected when registering to EXTRA Club is also used to enable Express lane services if you consent to it. For fully detailed overview of Circle K EXTRA Club, please refer to privacy information of EXTRA Club service.

When a purchase is made at a Circle K station, data about this purchase is registered by Circle K use for business and accounting systems like in any other store, and retained as per accounting regulations. For customers using Express Lane the information is also collected during the registration to the service and collected during utilization of the service. The information will be collected by CCTV cameras will be used only to identify the license plate number and vehicle information and to match it against our internal database to verify that the vehicle information provided upon registration matches with the vehicle you have entered Express Lane area. Once the verification is made, the captured CCTV image will be deleted from Express Lane systems.

We may use satisfaction evaluation or transaction data, or demographic data, or other data collected as part of Express Lane service (excluding information collected by CCTV) for statistical purposes and to analyze and

evaluate our service effectiveness and to improve our services in future. Such analysis will be done only on aggregated level and with anonymized data.

11.3. How the collected information will be used?

The vehicle image and license plate number in the field of vision of specific video surveillance cameras shall be subject to AI algorithm to read and recognize the license plate number, vehicle colour, manufacturer and model. Once that information will be recognized, the captured image will be deleted immediately, and the information gathered information shall be matched against our internal registered user database to make a match to the related account within our systems.

In addition, detailed transactional data of the purchases made will be retained in our systems according to accounting regulations. After that, the transactions are aggregated.

We may also ask you to evaluate your satisfaction of our Express Lane service. The data of evaluation is anonymized, and collected only for improvements of services and analyzed on aggregated level, and will not be reflected on your customer account. This is an optional not mandatory feature that you may ignore if you wish so.

If you as a customer have been passive for more than 24 months, the membership in Circle K EXTRA CLUB, and therefore of Express Lane services, will be considered as cancelled and the data and records listed above will be deleted.

11.4. Your rights as a data subject

Your rights and how to exercise them

You may exercise your rights as a data subject, or ask us questions by contacting us via kontakt@circlekeurope.com or Circle K Norge AS, Postboks 1176 Sentrum, 0107 OSLO v/Kundeservice. Some requests, like access to data, specific questions related to data usage to provide you with Express Lane service, or other related questions should be made in writing.

Access to personal data: you have the right to request a copy your personal data to see the data Circle K processes about you by logging an access request in Circle K ID, and you may also have the right to data portability. Most information is available to you at Express lane mobile application which contains the necessary personal data we store about you to provide you with Express lane services.

Personal data access request shall be made in writing, see more at <https://id.circlekeurope.com>.

Correction of personal data: you have the right to request that Circle K corrects inaccuracies in your personal data. You may also correct your personal data manually in the settings of the Express Lane application.

Deletion of personal data: you have the right to request deletion of some parts of your personal data. Some data, such as transactions must be retained in accordance to local jurisdiction. By deleting the personal data used for Express Lane service your account will also be terminated, and the service will no longer be available to you, and you will have to register to our service again to continue using Express Lane service.

Information

This privacy statement constitutes the general information about how we will process your personal data and what data will be processed. This information can also be found in Express Lane mobile application.

11.5. What personal data do we collect?

Express Lane service acts as an extension to your existing Circle K EXTRA Club account, therefore the data collected when registering to EXTRA Club is also used to enable Express lane services. For fully detailed overview of Circle K EXTRA Club, please refer to privacy information of EXTRA Club service. The information Circle K will process include the information you provide upon registration, information about your purchases, as well as other information you personally choose to provide us with later.

In circumstances where customers do not complete the registration by accepting these terms and conditions, these data will be deleted in 90/150 days.

Mandatory information that is used by EXTRA Club together with Express Lane service:

- First name;
- Last name;
- Mobile number;
- Email address;
- Region;
- Primary account number;
- Card expiry date;
- Consent to Terms and Conditions.

Mandatory information that is used solely by Express Lane service:

- Vehicle information – manufacturer, vehicle model, year, color, fuel type;
- Vehicle license plate number;
- Mobile device's GPS location data at the point of fueling.

Information that will be collected from customer upon usage of Express Lane service:

- CCTV image of car;
- License plate number;
- Mobile phone location data (must have GPS location enabled);
- CCTV field of vision shall also pick up inner and outer surroundings of the vehicle, however this data shall not be utilized and will be disposed of immediately;
- Anonymized customer feedback on satisfaction on the service.

11.6. Protecting your personal data and respecting privacy

Circle K will share with its partners the personal data gathered by Express Lane service in order to administer registered customers' accounts, as well as to be able to provide you with the automatic payment service.

Detailed description of partners with whom the data will be shared to maintain and administer your account can be seen in privacy statement of Circle K EXTRA Club.

The partner engaged to operate the payment processing is "Adyen" (<https://www.adyen.com/>) and "Iterate" (<https://www.iterate.ai/>) to provide Express Lane license plate recognition algorithm maintenance.

Circle K will not gather, use or disclose any personal data about a customer that is not aligned with the original purpose without ensuring appropriate legal basis, and we will never sell your data. Circle K will maintain the security and confidentiality of the information furnished by our registered customers according to the relevant laws and industry standards, such as, including, but not limited to PCI DSS and GDPR.

11.7. Data processors (subcontractors), transfer of data

The access to our CCTV systems might temporarily be given to "Iterate" (located in USA) who is our partner and helps us to maintain and update the recognition software to meet our customer expectations. Such action will only be done in accordance to GDPR and Circle K has signed standard data protection clauses with "Iterate", and no personal data as a result of Express Lane service will be sent to or retained in "Iterate" systems or outside of EU / EEA.

Circle K will also engage “Adyen” (located in The Netherlands) with whom Circle K has signed personal data processing agreement, and “Adyen” shall operate the payment processing in Express Lane service.

Circle K datacenters, and datacenters of subcontractors engaged to maintain your Circle K EXTRA Club account, thus, enabling you to receive Express Lane services, are located in EU / EEA; please see Circle K EXTRA Club privacy statement for more detailed information.

11.8. Other information

Changes to this statement

We may periodically update this statement, so please be sure to check this statement for newest updates.

Your obligations

By using Express Lane service, you acknowledge that you have read and agree with this privacy statement.