

# Pleo Reclaim Terms of Service

*Copenhagen*

## 1. Introduction

Please read these terms of service (hereafter referred to as “Terms”) carefully when signing up for the foreign VAT reclaim service (hereafter referred to as the “Reclaim Service”) operated by Pleo Technologies A/S, a limited company registered in Denmark, and by a potentially subcontracted third party (hereafter collectively referred to as “Pleo”).

Your access to and use of the Reclaim Service is conditioned on your acceptance of and compliance with these Terms alongside the “Pleo Terms & Conditions” and the “Pleo Terms of Service”. These Terms are separate to the “Pleo Terms & Conditions” and the “Pleo Terms of Service”.

These Terms apply to all Pleo customers signing up for the Reclaim Service.

Upon accepting these Terms and using the Reclaim Service your company (hereafter referred to as “You” or the “Customer”) are bound to these Terms.

If You disagree with any part of the Terms You may not activate or use the Reclaim Service.

You may at any time stop using the Reclaim Service, subject to the fees as described in section 3.

## 2. Reclaim Service provided by Pleo

The Reclaim Service is a foreign VAT refund service, accessing your Pleo expense feed’s Pleo card expenses and utilise a variety of technologies, alongside partial human validation, to recover VAT with basis in the European Council Directive 2008/9/EC of 12 February 2008 (“8th Directive”) and the European Council Directive 86/560/EEC of 17 November 1986 (“13th Directive”), alongside other supported non-EU countries’ comparable legislation when applicable.

The Reclaim Service accesses your Pleo expenses alongside any stored associated data, such as (but not limited to), card schema (i.e. Mastercard) data, user-inputted data, user information, files uploaded to Pleo, chart of accounts data entered or imported into Pleo, Pleo Wallet statements, and details given upon signing up for the Reclaim service. By signing up, the Customer declares that all purchases made on Pleo payment cards in the given application period were company expenses, carried out and consumed by the company as a legal entity.

The Reclaim Service does not apply for VAT expenses with a VAT amount under DKK 250 (or equivalent amount in your local currency) per VAT transaction and/or applications which are valued as unlikely to be approved, for example receipts uploaded to Pleo that are unreadable by OCR and/or not possible to validate by a person.

Pleo may decide to change its Reclaim Service or add new features in the future. By agreeing to these Terms, You acknowledge and agree that the form and nature of the Reclaim Service may change without prior notice to You.

You acknowledge and agree that Pleo may suspend or discontinue, without prior notice to You and at the sole discretion, some or all of its Reclaim Service, making the Reclaim Service unavailable to You.

#### 2.1 Danish companies (hereafter "PoA Customer")

Through the Reclaim Service your Pleo expenses will be accessed in order to create the application needed for foreign VAT reclaim. The application will be forwarded to the Danish Tax Authority on behalf of the Customer. A power-of-attorney (hereinafter a "PoA") is required in order to successfully reclaim VAT on behalf of the PoA Customer. When signing up to the Reclaim Service the PoA Customer will receive instructions on how to provide a PoA to Pleo. It is not possible to recover foreign VAT on behalf of PoA Customers without a PoA.

If the Danish Tax Authority requests further information or documentation beyond what has already been submitted, it should be provided to Pleo by You. Pleo will handle such further correspondence with the Danish Tax Authority. If such information or documentation is not provided by the PoA Customer, the VAT reclaim shall be considered as unsuccessful.

All foreign VAT recovered funds are loaded to the Customer's Pleo Wallet, deducting the successful VAT recovery fee. The designated contact person/contact people at the Customer are sent a reclaim payout statement on email.

For fees connected with the VAT reclaim refer to section 3.

#### 2.2. Companies from other countries than Denmark (hereafter "Non PoA Customer")

Through the Reclaim Service your Pleo expenses will be accessed in order to create the application for foreign VAT reclaim. Pleo will then provide the Non PoA Customer with the application, for the Non PoA Customer to submit it to the competent Tax Authority.

Once the Non PoA Customer has submitted the application to the competent authority, the Non PoA Customer would need to provide a confirmation of the submitted application to Pleo. This confirmation must be sent to Pleo no later than twenty-one (21) calendar days after the Non PoA Customer has been provided with the application. Pleo also need documentation of the final VAT reclaim amount approved/accepted by the competent Tax Authority. This documentation must be sent to Pleo no later than twenty-one (21) calendar days after the Non PoA Customer receives the final approved/accepted VAT Reclaim amount.

The VAT reclaim is successful when the reclaim is submitted by the Non PoA Customer to the competent authority and documentation is provided to Pleo. If such application or documentation is not provided, or if further documentation is not submitted upon request from the competent Tax Authority, the VAT reclaim shall be considered as unsuccessful.

All foreign VAT recovered funds have to be transferred to the Non PoA Customer's Pleo Wallet. The Non PoA Customer receives an invoice from Pleo with the fee for successful VAT recovery.

For fees connected with the VAT reclaim refer to section 3.

### 3. Reclaim Service fees

The usage of Reclaim Service is associated with a successful foreign VAT recovery fee, as stated below in the table. There will also be a fee for the handling of any unsuccessful VAT reclaims as defined in section 2 of these Terms. Furthermore, there is also a fee when PoA Customers are requested for further information/documentation by the Danish Tax Authority that extends beyond the scope of what has already been submitted.

<b>Fees</b>	
Successful foreign VAT recovery fee	20 % of the VAT reclaim amount
Fee for unsuccessful foreign VAT recovery as defined in section 2	DKK 1,495.00 per unsuccessful foreign VAT reclaim
Further communication with the authorities due to further documentation being requested ( <i>applies only to PoA Customers</i> )	DKK 1,495.00 for the first hour DKK 2,450.00 per started half hour, following the first hour

For invoice and payment terms please refer to the “Pleo Terms & Conditions” and the “Pleo Terms of Service”. Fees will be paid in DKK or equivalent amount in your local currency.

### 4. Pleo Subscription

The Reclaim Service is included in all Pleo subscriptions except Free. The Customer must have an active Pleo subscription with Pleo Reclaim included, from which these Terms are accepted, until all pending foreign VAT applications have been processed and paid out by the different authorities handling foreign VAT reclaims.

If the Customer no longer has a Pleo Wallet upon receiving a foreign VAT reclaim payout, the money can be paid out to a bank account in the Customer’s name by an account ownership confirmation from the bank. The payout will be deducted a Customer Funds Refund fee, as per the Pleo Terms & Conditions.

If the Customer is undergoing bankruptcy, the payout will be paid out to the appointed liquidator, deducted by the Customer Funds Refund fee. If the Customer has ceased to exist, either by (but not limited to) completed bankruptcy or dissolution, and the case is closed by the liquidator, the payout accrues to Pleo.

### 5. Limitation of Liability

In no event shall Pleo, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of money, profits, data, use, goodwill, or other tangible or intangible losses, resulting from (i) your access to or use of or inability to access or use the Reclaim Service; (ii) any conduct or content of any third party on the Reclaim Service; (iii) any content obtained from the Service; (iv) fraud, or other unauthorized use of the Reclaim Service by any person internally from your organization; (v) unauthorized access, use or alteration of your transmissions or content and (vi) deletion of, corruption of, or failure to store any content or other data used in or maintained by the Reclaim Service and you are advised to maintain your own records and copies of data and content.

## 6.0 Intellectual property

### 6.1 Service

Pleo shall own and retain all rights, titles, and interests in and to the Reclaim Service (except for any licensed content and software components included therein).

#### 6.2 Customer Data

Customer shall retain all rights, titles and interests in and to (a) all graphics, images, files, data and other information transmitted by Customer to Pleo in connection with its use of the Reclaim Service and (b) reports and other materials generated by the Service following such transmission (collectively, "Customer Data"), provided, however, that Customer hereby grants to Pleo a worldwide, royalty-free, non-exclusive license to use (i) data generated as a result of Customer's use of the Reclaim Service. It can be used solely for purposes of maintaining and improving the Reclaim Service and providing Customer with access to special product offers and promotions and (ii) non-identifiable, anonymous, aggregated data regarding Customer's use of the Reclaim Service compiled by Pleo solely for marketing purposes, distribution to third party research firms or benchmarking presented to other Pleo users.

#### 6.3 Pleo Logos and Designs

Pleo's graphics, logos, designs, page headers, button icons, scripts and service names are registered trademarks, trademarks or trade dress of Pleo in Europe and/or other countries. Pleo's trademarks and trade dress may not be used, in whole or in part, without Pleo's prior written permission.

#### **7. Disclaimer**

Your use of the Service is at your sole risk. The Reclaim Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance. Pleo, its subsidiaries, affiliates, and its licensors do not warrant that a) the Reclaim Service will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Reclaim Service is free of viruses or other harmful components; or d) the results of using the Reclaim Service will meet your requirements.

#### **8. Governing Law & Language**

These Terms shall be governed and construed in accordance with the laws of Denmark, without regard to its conflict of law provisions. These Terms are written in English and, despite the existence of any translated version, the English version shall in all circumstances take priority. Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. Together with the "Pleo Terms & Conditions" and any valid Order Form Agreement these Terms shall constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have between us regarding the Service.

#### **9. Changes**

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. We will make all reasonable efforts to communicate these changes to you via email, website or in-app communication. By continuing to access or use the Reclaim Service after those revisions become effective, you agree to be bound by the revised terms. If You do not agree to the new terms, You should stop using the Reclaim Service.

#### **10. Contact Us**

If you have any questions about these Terms, please contact us at [support@pleo.io](mailto:support@pleo.io).