

Super Payments

Terms and Conditions

Please read these terms and conditions ("**Terms and Conditions**") carefully before using our App. If you have any questions, please contact us by emailing support@superpayments.com.

These Terms and Conditions are comprised of the following sections:

1. About us
2. How the Services work
3. Payments
4. Membership and use of the Services
5. Suspension of termination of your account
6. How to earn cashback
7. Changes
8. Operating system requirements
9. Our right to suspend or end the Services or the Agreement
10. Your use of the Services
11. Unauthorised conduct
12. Intellectual Property
13. Third party materials and links
14. Reliance and information on our Website or App
15. User-generated content
16. Your personal information
17. Your breach of the Agreement
18. Limitations on our liability
19. General terms
20. Contact us

1. **About us**
 - 1.1 We are Super Payments Ltd (registration number: 13903817) of 123 Buckingham Palace Road, London, United Kingdom, SW1W 9SR ("we", "us" or "our").
 - 1.2 These Terms and Conditions apply to your use of our application titled "The Super App" (the "App"); and how we provide our services to you through the App (collectively, the "Services").
 - 1.3 By accessing or using any of the Services, you are agreeing to these Terms and Conditions and our acceptable use policy, which sets out how you may use the Services (the "AUP") which together shall be referred to as the **Agreement**.
 - 1.4 The following policies also apply to your use of any of the Services:
 - (a) our privacy policy, which sets out how we may collect, store and process your personal data (available at: [Privacy Policy](#)) (the "Privacy Policy"); and
 - (b) our cookies policy, which sets out how we may use cookies and other similar technologies (available at: [Cookies Policy](#)) (the "Cookies Policy").
- 1.5 You can access these Terms and Conditions on our Website at: [Terms and Conditions](#).
- 1.6 We may change all or parts of the Agreement from time to time. You agree that by accessing or using any of the Services at any time after such a change, you will be confirming your acceptance of the new version of the Agreement.

2. **How the Services work**
 - 2.1 We offer a cashback service to our members through our App, where we feature products and services offered by businesses. If you are interested in buying these products or services, you

will click through to the relevant business' website in an in-app browser within the App. Any purchase you make of these products or services is made directly with the business, and not us.

2.2 **Cash Rewards**

- (a) In the Cash Rewards service, participating businesses make the relevant cashback amount (the "**Cash Reward Amount**") available for you to spend on your next eligible purchase with that business.
- (b) To be able to benefit from Cash Rewards, once you have clicked through to the participating business' website and proceeded to the checkout with your eligible purchase, you will need to pay with Super for the relevant goods or services.
- (c) If you are making the eligible purchase using the participating business' website, and this is the first time you have used Super at checkout, you will be prompted to download the App (to the extent you have not downloaded it already) and the Cash Reward Amount you have earned will be stored against your account in the App.
- (d) If you already have the App, or are using the App to make your eligible purchase, when you click through to pay with Super at the checkout, the App will store the relevant Cash Reward Amount earned for that eligible purchase against your account in the App, once you have completed the eligible purchase.
- (e) You will only be able to use a Cash Reward Amount earned with a particular business against future eligible purchases with the same business, as follows:
 - (i) you make a subsequent eligible purchase from the business from which you earned the relevant Cash Reward Amount;
 - (ii) you pay with Super at checkout to pay for this subsequent eligible purchase;
 - (iii) you do so in accordance with any applicable conditions that might apply in respect of the Cash Reward Amount earned from your original purchase with that particular business (see below);
- (f) the relevant Cash Reward Amount will either be automatically applied against this subsequent eligible purchase so as to reduce the price of that purchase by the relevant Cash Reward Amount or you can choose to accumulate the Cash Reward Amount and redeem the total Cash Rewards balance at a later date on a subsequent purchase. In this instance, the expiry date for your Cash Rewards balance will automatically update.
- (g) From time to time, participating businesses may set conditions for a purchase to be considered eligible for earning a Cash Reward Amount, or conditions that subsequent purchases must fulfil for a previously earned Cash Reward Amount to be capable of being used. For example, this might include minimum spend levels that an original or subsequent purchase might need to satisfy, or a set expiration date by which a Cash Reward Amount earned must be spent. If such conditions will apply to your purchase, the participating business is responsible for making these clear to you before you complete your purchase and earn the relevant Cash Reward Amount.
- (h) You will be able to see all your Cash Reward Amounts earned within the App.
- (i) If any eligible subsequent purchase by you would itself qualify to earn a Cash Reward Amount (on the basis of the full price for that subsequent eligible purchase, prior to the deduction of the existing Cash Reward Amount being applied), then you will earn the relevant Cash Reward Amount as described in this section on that subsequent eligible purchase, and so forth.
- (j) From time to time, we may boost existing Cash Reward Amounts that you have earned and offer specific Cash Rewards and/or Cash Reward Amounts to select members. In these circumstances, only eligible members will be able to receive the boost on existing

Cash Reward Amounts or earn Cash Reward Amounts on their eligible purchases.

- (k) The maximum single cash reward you can earn shall not exceed the cash amount paid by you in any individual transaction.

2.3 ***In-Person Purchases***

- (a) For certain businesses, you will also be able to use our cashback service when buying that business' products or services in-person, through our Super QR. If a business offers this method of in-person purchase with Super, it should have a Super QR Stand displayed at or near its payment tills. Some businesses may also have a Super QR code on their mobile. The relevant business should let you know which methods they have available.
- (b) If, once you have selected the products or services you wish to purchase in-person, you would like to pay with Super at the payment till, the business will tell you the price of your products or services and you will then need to use your mobile to scan the QR code provided. This will take you through to our App.
- (c) Then, depending on the form of QR code provided by the business, either you will need to enter the relevant payment amount before confirming that you would like to proceed with payment, or the App will already display the relevant payment amount along with the applicable cashback offer, before prompting you to proceed with payment. In either instance, from there, the process will work as outlined above for the Cash Rewards service.

2.4 ***Payment Links***

- (a) For some business' products or services, they may request payment for the relevant product or service by sending you a payment link, either via email or text to your mobile. If you receive a payment link via email, clicking on this should redirect you to a QR code for you to scan with your mobile that will either take you through to our App (if you have this downloaded), or will redirect to you a web browser on your mobile. Clicking on a link sent through text to your mobile should redirect you straight to our App (if you have this downloaded), or to a web browser.
- (b) In both instances, the App or the web browser will then display the relevant payment amount along with the applicable cashback offer, before prompting you to proceed with payment. The process for payment will then work as outlined above for the Cash Rewards service.

3. Payments

Pay with Super

- 3.1 When paying for purchases on a business' website, you may be given the option to pay with Super. Paying with Super enables payments to be made by you to businesses: (a) direct from your bank account by way of using a Payment Initiation Service (PIS) provided by a third party provider (known as a "TPP"), which is authorised and regulated by the Financial Conduct Authority to provide such services; (b) by spending a gift card for the business (which you buy from Super at the time of making your purchase); (c) by credit or debit card, or (d) via consumer credit facility services ("BNPL"), provided by one of our third-party BNPL providers that are authorised and regulated by the Financial Conduct Authority to provide such services (subject always to the terms and conditions provided to you at the time of purchase).
- 3.2 Further information about PIS payment methods and BNPL services are set out below. Super does not itself provide any regulated payment services to you or to anyone else, including the business.
- 3.3 To pay with Super, you will be required to sign up to terms with third parties, including the TPP's terms, in order for them to be able to provide services to you. We are not responsible for the services those third parties provide to you, and if the level of service they provide falls below the standards you were expecting, you should contact them directly.

Pay with Super - PIS

- 3.4 You acknowledge that we may in certain situations (for example, where the spend is over a set amount) collect and share certain information about you with the TPP, including your identification information, so that the TPP can provide you with its payment initiation services.
- 3.5 Paying with Super PIS is provided to you solely by the TPP and not by us. You must agree to the TPP's terms and conditions and take note of its privacy notice which sets out how the TPP will use your data.

Pay with Super - Gift Card

- 3.6 Paying with Super - Gift Card allows you to purchase a digital gift card ("Gift Card") for the business or retailer at which you are making your purchase and then to immediately spend it in order to complete your purchase. A Gift Card is specific to each business and cannot be used or spent at any other business on the Super App.
- 3.7 If you opt to pay with Super using a Gift Card, Super will make the Gift Card available to you for purchase for the amount of your basket value at the business. Following a valid purchase of the Gift Card, its details will be available to you immediately for you to spend and complete your purchase with the relevant business.
- 3.8 In order to buy the Gift Card, you will need to make payment to Super using a PIS payment method and sections 3.12 and 3.13 above apply.
- 3.9 Super sells the Gift Card to you as a reseller, however, you agree that:
 - (a) the business will have its own terms and conditions applying to the use of the Gift Card (for example Gift Cards cannot usually be returned or exchanged for cash, and some businesses may have restrictions as to the items available for purchase using a Gift Card) which you must abide by. If you return the goods that you purchased using a Gift Card, you are likely only to be able to receive a refund onto a new or existing gift card; and
 - (b) Super has no liability to you for the Gift Card except if you are unable to use it to complete your purchase on the Super App (for example, because it is faulty).

Pay with Super – Credit or Debit Card

- 3.10 Paying with Super – Credit or Debit Card allows you to pay the amount of your basket value to the business at which you are making your purchase using a credit card or debit card (whether virtual

or physical). The payment will be submitted to a third party payment service provider ("PSP") for processing. If you have sufficient credit or funds to cover the payment amount, the PSP will process the payment.

- 3.11 When the payment has been validly processed, your purchase with the relevant business will be complete.
- 3.12 Please note that the name of the PSP might appear on your credit card or bank statement and that the details of your credit or debit card might be stored by the PSP for use in processing future payments by you.
- 3.13 You agree that:
 - (a) the business and the PSP may have their own terms and conditions applying to the payment for goods and services by credit or debit card, which you will need to agree to in order to make a payment; and
 - (b) Super has no liability to you in relation to a credit or debit card if you are unable to use it to complete your purchase on the Super App.

Pay with Super – BNPL

- 3.14 Paying with Super – BNPL allows you to pay the amount of your basket value to the business at which you are making your purchase using a running account credit facility provided by one of our BNPL providers.
- 3.15 **Corporate Card Surcharges**
 - (a) Applicability: If you use a Corporate Card (defined as any business, commercial, or corporate-issued credit or debit card) to pay with Super, the Merchant may apply a surcharge to your transaction. This fee does not apply to standard personal consumer cards.
 - (b) Detection and Consent: Our system will detect the card type after you enter your payment details. If a Corporate Card is identified, you will be presented with a notification screen detailing the specific surcharge amount before your order is placed.
 - (c) Choice of Payment: Upon seeing the surcharge notification, you have the option to: (a) accept and proceed with the additional fee; or (b) cancel and use a different payment method to avoid the surcharge.
 - (d) Surcharge Rate: The surcharge is a fixed rate set by Super, reviewed quarterly based on the average cost of acceptance from the previous quarter.
 - (e) Non-Refundable Fee: In the event of a refund (full or partial) for the goods or services purchased, the surcharge fee is non-refundable as it represents a cost of processing that is consumed at the point of sale.
- 3.16 You agree that:
 - (a) Paying with Super – BNPL is provided to you solely by the BNPL providers and not by us. By proceeding with this payment option, you agree to the applicable terms and conditions which will be provided to you at the point of purchase; and
 - (b) Super has no liability to you in relation to the services provided by our BNPL provider(s).

Alternative payment methods

- 3.17 Alternative payment methods which are offered to you within our App in an in-app browser are provided by the relevant business and their payment service providers, and these will be governed by the business' and any of their providers' terms and conditions. We are not responsible for the availability of any alternative payment methods and are not liable to you for any harm, damage or loss arising from your use of any alternative payment method.

4. Membership and use of the Services Sign-Up

- 4.1 To sign up for an account and to use the Services, you must be a UK resident and at least 18 years of age. By creating an account, you confirm that these statements are true.
- 4.2 Only one account is allowed per individual. You must only use your account to make purchases on behalf of yourself and you may not use the account for any commercial purposes.
- 4.3 Your membership for the Services will commence as of the first time you access and use any of the Services (regardless of whether you had created an account with us at that time).
- 4.4 We reserve the right to refuse an account to any applying individual, at our discretion. We also reserve the right to suspend or terminate your account in accordance with these Terms and Conditions (see "Suspension or termination of your Account" below).
- 4.5 You must register using true and accurate information about yourself. To register, you will be required to provide certain information about yourself, which may include your full name, email address, mobile number and/or any other details requested at your time of application
- 4.6 It is your responsibility to keep your account details up to date, including making sure we have a current email address and mobile number for you, as we may need to communicate with you about the Services from time to time. Our Privacy Policy sets out more details of how we might use your personal data.

Updates

- 4.7 You can amend your account and contact details at any time by updating these in the relevant section of your account settings. Please ensure that any changes you make still comply with the requirements set out in this "Membership and use of the Services" section.

General and Security

- 4.8 You must protect your account's log-in details and keep them secret. You must not share your log-in details with anyone else or allow anyone else to use your log-in details or account. You will be responsible for all activity carried out on your account. We are not responsible for any loss you may suffer if you do not keep your log-in details secret or if there is any other unauthorised use of your account.
- 4.9 If you suspect that your account has been compromised, please contact us immediately at support@superpayments.com.
- 4.10 We may need to review or investigate any activity carried out by you in using our Services, including any purchases that you have made, for the purposes of detecting and deterring fraud. This may include the passing of your personal information to applicable third parties that we work with for such fraud detection purposes. Please see our Privacy Policy for more information on how we handle your personal information
- 4.11 You are responsible for the internet connection and/or mobile charges that you may incur for accessing and/or using the Services. If you are unsure what these charges will be, we recommend that you ask your internet service provider or mobile operator before you access and/or use the Services.
- 4.12 We aim to provide a continuous, high quality service using reasonable care and skill but we cannot guarantee that the Services will always be available or uninterrupted. From time to time, we may suspend some of the Services due to technical issues, to carry out maintenance work or for other business or operational reasons. The Services may also be unavailable for technical reasons outside of our control.
- 4.13 We do not guarantee that our Services will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform in order to access our Services and you should use your own virus protection software. We shall not be liable to you for any loss or damage you might suffer as a result of any bugs or viruses you might encounter in your use of our Services.

5. **Suspension or termination of your account**

5.1 You can cancel your membership with us at any time by deleting your account. You can do this by clicking the relevant link within your account settings and following the instructions provided. If you decide to cancel your account with us, any accrued Cash Reward Amounts will immediately expire and we shall not be liable to you for any such Cash Reward Amounts or any losses you might incur as a result.

5.2 We may suspend or terminate your account in the event that:

- (a) we suspect any of your details are false, inaccurate or incomplete;
- (b) we no longer have a working contact address for you;
- (c) we believe your account has been compromised;
- (d) we suspect that any fraudulent activity has taken place;
- (e) we determine that any of your activities are abusive or otherwise unfair in respect of your use of the Services;
- (f) your details mean that you are no longer eligible to use the Services (and we reserve the right to change our eligibility requirements at any time);
- (g) we suspect or discover that you hold more than one account for the Services, which is not permitted, or that you are making purchases on behalf of someone else; or
- (h) we suspect that you are (or you actually are) in breach of the Agreement.

5.3 We may also disable your account if we reasonably consider that your account is dormant. For this purpose, we will likely consider your account dormant if you have not logged into your account within the last 12 months (regardless of whether you made any purchases through our Services). In the event that your account is unused for 12 months or longer, we may delete your account and we shall not be liable for any losses you might incur as a result of that deletion or be obliged to recover your account .

5.4 If we terminate your account or end our contract due to you breaking the Agreement, we reserve the right to seek compensation from you. We may also delete your account and we shall not be liable for any losses you might incur as a result of that deletion.

6. **How to earn cashback**

6.1 As described under "How the Services work" above, offers featured on the Website and App will be via the Cash Rewards service. This service works by you earning cashback by clicking on a third-party business' product or service and purchasing that product or service directly with the business using Super as a payment option.

6.2 Please note that any offers displayed on our App are subject to change at any time. You will only be eligible to receive the amount of cashback applicable at the time you checkout, which may be different to the offer or reduced price featured for the particular product or service at the time you browsed the App, clicked through to the business' site within the in-app browser or at the time that you put the relevant product in your basket. For Cash Rewards, businesses will offer a Cash Reward Amount if you use the Services to make an eligible purchase for their goods or services. As described under "How the Services work" above, you may then redeem that Cash Reward Amount earned when you make an eligible subsequent purchase from the same business, in accordance with any conditions that may apply, or choose to accumulate these Cash Reward Amounts to be used on a future purchase

6.3 There may be other scenarios in which you do not earn cashback – please see the remainder of this section 6 for details.

Cash Rewards

- 6.4 You earn cashback here by choosing to pay with Super to pay for an eligible purchase with a participating business, and you will earn the relevant Cash Reward Amount once you complete the transaction. This Cash Reward Amount can then be used against a subsequent eligible purchase with the same business, so as to reduce the price of that purchase by the Cash Reward Amount, or accumulated to be used at a later date on a subsequent purchase
- 6.5 The businesses who participate in the Cash Rewards scheme may change from time to time.
- 6.6 Cash Rewards are subject to these terms and conditions and any additional terms and conditions set by the relevant business.
- 6.7 In order to claim a Cash Reward, you must download the "Super" application and complete the onboarding and email verification protocols. Such actions must be completed within a period of seven (7) days following the execution of your purchase transaction. Failure to adhere to this timeframe shall render you, as a customer, ineligible for the receipt of the reward.
- 6.8 You do not own any Cash Reward Amount earned and you will have no rights to any Cash Reward Amount until they are redeemed with a participating business in accordance with these Terms and Conditions. The Cash Reward Amounts have no monetary value and they will immediately expire if the Cash Rewards service is cancelled or otherwise terminated by us.
- 6.9 We will have no liability to you in the event that the relevant business modifies or cancels a Cash Reward Amount already earned.
- 6.10 Participating businesses will not be able to validate your purchase and/or a Cash Reward Amount may not be earned for a purchase in the following circumstances, though there may be others not listed here (please visit our help pages for further information and assistance):
 - (a) if the transaction with the business is cancelled or fails;
 - (b) if you were not logged into our App through a valid account when you clicked through to the business' site and made a purchase;
 - (c) if we or the business suspect that the purchase is not genuine or is in any way fraudulent (including because we believe it has been made on behalf of someone else, or, in certain circumstances, where a repeat purchase is made of the same product or service); or
 - (d) if your account with us was suspended, disabled or had been terminated at the time of the purchase in accordance with the Agreement.
- 6.11 In the event that you are not credited with a Cash Reward Amount in the App as you have expected, you can contact us by any of the means listed under "Contact Us". We will use reasonable endeavours to assist and investigate this matter with the relevant business, but you acknowledge that we are under no obligation to do so and may cease our investigation at any time.
- 6.12 You acknowledge that the decision of the participating business is final in respect of whether a purchase is eligible and/or a Cash Reward Amount has been legitimately earned. As such, we are under no obligation to credit any Cash Reward Amount if we do not receive confirmation of a valid purchase for the applicable purchase from the business.
- 6.13 Once we become aware that you have returned a product or service for which you have earned a Cash Reward Amount, partially or in its entirety, we have the right to reduce the refund and Cash Reward Amount you have previously earned with respect to that product or service (which may have effect to reduce the Cash Reward Amount to zero). Where the refund relates to a purchase made using one of our BNPL providers, we may apply all or part of the refund amount to take account of any Cash Reward Amount used by you (in which case you may need to liaise with the relevant BNPL provider directly to ensure that you do not have any remaining credit to repay).
- 6.14 You may transfer any Cash Reward Amount you have earned to another individual (a "**Cash Rewards Transferee**") for their personal, non-commercial use. To be able to do so, the Cash Rewards Transferee must also download the App. The Cash Rewards Transferee will then be able to redeem the applicable Cash Reward Amount against an eligible purchase, in the same manner outlined for the Cash Rewards service in these Terms and Conditions.

6.15 Once a Cash Reward Amount has been transferred to a Cash Reward Transferee as above, you will no longer have the right to redeem that Cash Reward Amount and your accrued Cash Reward Amounts in your account in the App will be updated accordingly.

7. **Changes**

7.1 We may make changes to the Services and the Agreement from time to time to:

- (a) change, improve and update the Services, including so as to reflect changes to our users' needs or business and operational priorities;
- (b) comply with changes to the law or regulatory requirements; or
- (c) make the Agreement clearer and easier to understand.

7.2 If any change that we make may significantly disadvantage you, we will try to give you at least 14 days' notice (and longer if we are able) before the change takes place and you may have the option to no longer use the Services. If you choose not to use the Services following the change and would like to delete your account, please see "Suspension or termination of your account" above. We will post the new version of the Agreement on our Website.

7.3 From time to time, we may automatically update our App to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Alternatively, we may ask you to update the App for these reasons. If you choose not to install such updates or if you opt out of automatic updates you may not be able to continue using the App.

8. **Operating system requirements**

The App requires an iOS or Android operating system.

9. **Our right to suspend or end the Services or the Agreement**

9.1 We may stop providing the Services to you or otherwise suspend, withdraw or restrict the availability of the Website and/or App for business or operational reasons (including for security or other reasons). Where appropriate, we will try and give you reasonable notice of any such suspension, withdrawal or restriction to the Services, Website or App.

9.2 We may also suspend, disable or terminate your account with us at any time in any of the circumstances listed under section 5 (please see "Suspension or termination of your account" above).

9.3 We may suspend or end the Agreement:

- (a) for legal or regulatory reasons;
- (b) if we cannot provide the Services in whole or part any more for any reason;
- (c) if you seriously misuse the Services or break the Agreement and do not put things right within a reasonable time;
- (d) if we reasonably determine that your use of the Services is abusive or otherwise unfair;
- (e) if we reasonably suspect fraud or other prohibited activity;
- (f) where it is reasonably required for us to protect the Services and/or other users of the Services; or
- (g) you do not provide us with information needed for us to provide the Services to you.

9.4 Please see section 5 "Suspension or termination of your account" for details of what will happen to your Cashback Balance on termination of your account or the Agreement.

10. **Your use of the Services**

10.1 You agree that you will use the Services:

- (a) in accordance with all applicable laws and regulations;
- (b) according to any reasonable instructions that we provide; and
- (c) using your up-to-date name, address, email address and other details that we need to know about.

10.2 You must comply with the laws that apply to you in the location that you access any part of our Services from. If any laws applicable to you prevent or restrict you from accessing or using any part of our Services, then you must comply with those laws and either stop accessing or using (or restrict your access and use to) the Services as appropriate in order to ensure you comply with the applicable laws.

10.3 If you are using our App, the ways in which you can use the App may also be controlled by the rules and policies of the application outlet (e.g. the Apple App Store or Google Play Store) from which you downloaded the App. In such a case, in relation to your use of the App only, those terms may apply instead of these terms where there are differences between the two.

11. Unauthorised conduct

11.1 Unless expressly authorised in these Terms and Conditions, you must not carry out, attempt to carry out, or assist, authorise or encourage others to:

- (a) misuse the Website or the App
- (b) copy, rent, lease, lend, sell, transfer, sub-licence, loan or distribute (or attempt to do any of the foregoing activities) any part of the Services or an account or part of an account held on the Services;
- (c) attempt to modify, adapt, merge, translate, reverse-engineer, decompile, disassemble, hack, harm or attempt to derive the source code of any aspect of any part of the Services (unless otherwise expressly permitted by applicable laws) or to defeat or overcome any of our encryption technologies or security measures or data transmitted, processed or stored by us;
- (d) create adaptations or derivative works based on any part of the Services;
- (e) use our Services for fraudulent, abusive or unfair purposes (including, without limitation, by using our Services to impersonate any person or entity, or otherwise misrepresent your affiliation with a person, entity or our Services);
- (f) 'harvest', 'scrape' or collect any information about or regarding other people that use our Services, including, but not limited to any personal data or information (including by uploading anything that collects information including but not limited to 'pixel tags' cookies, graphics interchange formats ('gifs') or similar items that are sometimes also referred to as 'spyware' or 'pcms' (passive collection mechanisms));
- (g) use our Services for any commercial or business purpose or for the benefit of any third party or to send unsolicited communications;
- (h) interfere with or disrupt our Services or servers or networks that provide our Services;
- (i) disobey any requirements, regulations or security of any network connected to our Services; or
- (j) use or attempt to use, assist, authorise or encourage others to use our Services in any other way not permitted by the Agreement.

11.2 You must not knowingly introduce viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful into our Website or the App. You must not attempt to gain unauthorised access to our Website or the App, the server on which our Website or App are stored or any server, computer or database connected to our Website or App. You must not attack our

Website or App via a denial-of-service attack or a distributed denial-of-service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Services will cease immediately.

11.3 In relation to the App only, you must not download the App onto any phone or other device not owned by you, without the owner's permission to do so. In such a case, you will be responsible for complying with these terms, whether or not you own the phone or other device.

12. **Intellectual Property**

12.1 The copyright, trade marks and other intellectual property laws in any of the Services (including the graphics, characters, gameplay, user interface, audio and other content) are owned by or licensed to us.

12.2 In exchange for your acceptance of these Terms and Conditions, we grant you a limited right to use the Services on any devices that you own or control (a "**Licence**") in accordance with these Terms and Conditions. The Licence is:

- (a) non-exclusive (which means that we can grant the same licence to other people);
- (b) terminable (which means that the licence will end automatically in respect of any of the Services that we permanently cease to provide and also subject to termination of the Agreement);
- (c) non-transferable (which means that you may not transfer (or attempt to transfer) your account to any other person); and
- (d) for your personal use only (and so you must not use (or attempt to use) the Services for commercial gain).

12.3 You must not copy, distribute, make available to the public or create any adaptation of any part of the Services. In particular, you must not make available any cheats or technological measures designed to control access to, or elements of, our Services, whether on a free of charge basis or otherwise.

12.4 Super Payments (the words and/or the logo) is a trade mark of ours and you are not permitted to use it for any reason without our express prior written approval.

13. **Third party materials and links**

13.1 We display or link to third party websites or services from our Website and/or the App as part of the Services, including those provided by the businesses ("**Third Party Services**"). You acknowledge that:

- (a) we are not responsible for any of the Third Party Services or their content or for any losses or harm you may suffer due to the Third Party Services or their content;
- (b) the provision of such links to the Third Party Services should not be taken as an approval by us of any of those Third Party Services or their content;
- (c) you are responsible for any costs that you incur in relation to the Third Party Services; and
- (d) you understand that when you provide personal data to Third Party Services you are providing that data in accordance with the privacy policy (if any) of and applicable to those Third Party Services.

13.2 In respect of any Third Party Services, you acknowledge that the terms and conditions of use and privacy policies of the relevant third parties will apply to your use of those Third Party Services and their content.

14. **Reliance on information on our Website or App**

14.1 The content on our Website and App is provided for general information only. It is not intended

to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content provided through our Services.

14.2 Although we make reasonable efforts to update the information on our Website and App, we make no representations, warranties or guarantees, whether express or implied, that the content on our Website and App is accurate, complete or up to date.

15. **User-generated content**

15.1 Our Website and App may include information and materials uploaded by other users of the Website and App. This information and these materials have not been verified or approved by us. The views expressed by other users on our site do not represent our views or values.

15.2 If you wish to complain about content uploaded by other users, please contact us via one of the means set out under "Contact Us" below.

15.3 If you use a feature that allows you to upload content to our Website or App, you must comply

with the content standards set out in our AUP. You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of the statement in this section 15.3.

- 15.4 We reserve the right to remove any content which we consider does not comply with our AUP or the Agreement otherwise.
- 15.5 Any content you upload to our site will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you grant us and our affiliates a limited licence to use, store and copy that content and to distribute and make it available to third parties in connection with the Services. This licence will be a worldwide, perpetual, non-exclusive, royalty-free, transferable licence to use, reproduce, distribute, prepare derivative works of, display, and perform that user-generated content in connection with the Services and across different media, including to promote the Services.
- 15.6 We also have the right to disclose your identity to any third party who claims that any content posted or uploaded by you to our Website or App constitutes a violation of their intellectual property rights, or of their right to privacy, if we believe that their claim has reasonable merit.

16. **Your personal information**

- 16.1 We will only collect, process and use your personal information in accordance with our Privacy Policy (available at: [Privacy Policy](#)) and applicable data protection laws. If you have any concerns about our Privacy Policy or how we will process your personal data, then you should not access or use the Services.
- 16.2 We use cookies or similar technologies to store certain types of information each time you use our Services. You can find out more about how we use cookies and other similar technologies in our Cookies Policy (available at: [Cookies Policy](#)).
- 16.3 Please note that separate terms and conditions, privacy policies and cookies policies may apply in respect of any social network that you may use to share your use of the Services.

17. **Your breach of the Agreement**

- 17.1 If you are in material breach of these Terms and Conditions, then we may suspend or terminate your access and use of the Services. If we terminate your access and use of the Services, then we may also delete your account.
- 17.2 A material breach of these Terms and Conditions includes (but is not limited to) any breach of sections 10, 11, 13, and 15 and also includes repeated minor breaches.

18. **Limitations on our liability**

- 18.1 We provide the Services with the same skill and care as other providers of similar services. However, we are not responsible or liable for any interruptions or errors that you may experience while accessing our Services and your only right with respect to any problems or dissatisfaction with any of our Services is to discontinue your use of the Services.
- 18.2 To the maximum extent permitted by law, we shall not have any liability in respect of:
 - (a) losses or harm not caused by our breach of the Agreement or negligence;
 - (b) losses or harm which are not reasonably foreseeable by you and us at the time of you agreeing to the Agreement (including any losses which are incidental to foreseeable losses);
 - (c) any increase in loss or damage resulting from breach by you of the Agreement;
 - (d) losses or harm resulting from your transactions with a business via our Services; or

- (e) technical failures or the lack of availability of the Services for reasons that are not within our reasonable control.
- (f) In any event, in so far as permitted by law, the total amount of our liability to you (i.e. for all claims brought under the Agreement) within any calendar year shall be limited to the total value of:
- (g) any Cash Reward Amounts you have actually earned from us in that calendar year; and
- (h) any surcharge fees paid by you where you have used a Corporate Card and consented to the fee at checkout.

(but in both instances excluding any Cash Reward Amounts on products or services which have been, or are due to be, refunded to you).

18.3 Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

18.4 To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our Services or any content provided through the Services, whether express or implied.

18.5 We only provide the Services to consumers for private domestic use. If you use our Services for any business or commercial purposes, we are not liable to you for any actual or potential losses you may suffer as a result of this.

18.6 Nothing in this section 18 affects any additional legal rights which you may have as a consumer.

18.7 We are not responsible for:

- (a) any delay or failure by us which is caused by something beyond our reasonable control. This could include things like: lightning, flood, severe weather, fire, explosion, terrorist activities, epidemic, riots, war, anything done by government or other public authority, or strikes or other industrial disputes;
- (b) any breach by you of the Agreement;
- (c) any loss you suffer caused by you using the Services in breach of the Agreement;
- (d) any commercial or businesses loss;
- (e) any loss or damage caused by viruses or unauthorised use of, or attempts to access, the Services or any of your devices;
- (f) any loss or disclosure of data or information, any corruption or breach of data or information; or
- (g) losses which we could not reasonably have foreseen or which we could not have contemplated when entering into the Agreement.

19. **General terms**

19.1 ***Entire agreement***

The Agreement is the entire agreement between you and us. We have entered into the Agreement relying only on the terms in the Agreement and neither you nor us shall have any liability for any promises made outside of the Agreement.

19.2 ***Transferring the Agreement***

The Agreement is between you and us only. You must not transfer it to anyone else, or to try

to do so. We may transfer the Agreement, our rights or obligations to anyone else as long as this does not significantly disadvantage you. We will let you know if we plan to do this.

19.3 *Third parties*

Only you and us may enforce the Agreement. No other person has a right to enforce the Agreement or benefit from it.

19.4 *Illegal or invalid parts of the Agreement*

If any part of the Agreement is held not to apply or is not enforceable, all other paragraphs and sub-paragraphs will still apply.

19.5 *Delaying action under the Agreement*

If we delay or fail to take any right that we may have under the Agreement, then the delay or failure does not mean that we lose that right. Any change to any rights will only be effective if it is in writing and signed by us.

19.6 *Matters outside of our control*

We shall not be liable to you if the Services are delayed or cannot be provided for reasons beyond our reasonable control.

19.7 *Applicable law and dispute resolution*

- (a) The Agreement is governed by and interpreted in accordance with the laws of England and Wales.
- (b) If there is a legal dispute, we both agree that legal proceedings will take place in the courts of England and Wales, unless:
 - (i) you live in Scotland, in which case Scottish law applies and the courts of Scotland have exclusive jurisdiction; or
 - (ii) you live in Northern Ireland, in which case the laws of Northern Ireland apply and the courts of Northern Ireland have exclusive jurisdiction.

20. *Contact us*

- 20.1 If you have any questions about the Agreement or the Services, please contact us *via the contact form on our App and/or Website* or by email: support@superpayments.com.
- 20.2 We welcome feedback from you in relation to our Services, including the Website and the App. Please note that, when you provide us any feedback, such as a comment, suggestion or idea, you agree to transfer all your rights in your feedback to us so that we are the exclusive owners. We may use your feedback at our discretion without any notice or compensation to you.