

# TERMS AND CONDITIONS OF SERVICE AND END USER LICENSE AGREEMENT (“EULA”) FOR MOBICASH SERVICE

Effective Date of the current version of these Terms: April 16<sup>th</sup>, 2021

## PLEASE READ CAREFULLY BEFORE USING OUR SERVICES

Please [download](#), save and store this document – it is legally binding.

### 1. Introduction

- 1.1 These Terms of Service and End User License Agreement (“**EULA**”, the “**Terms of Service**”, “**Terms**” or “**Agreement**”) constitute a legal agreement between you (“**End User**” or “**you**”) and Compass Plus (Great Britain) Ltd. of 9 The Triangle, NG2 Business Park, Nottingham, NG2 1AE, United Kingdom (“**Compass Plus**”, “**us**”, “**our**” or “**we**”), which govern the use of the MobiCash mobile application software (“**MobiCash Software**”, “**Software**”) and any data supplied with the Software and its associated media (“**App**”) and your access and use of our Services.
- 1.2 These Terms apply to you as a consumer that is someone, who is a natural person who is not acting for purposes related to a trade, business or profession. If you are not a consumer, please contact us regarding our ‘Merchant Agreement’ and do not accept these Terms as they do not apply to your use of our Services.
- 1.3 **Other important legally binding documents.** There are also other important documents, which contain legally binding obligations and form part of our Agreement. The terms of our Privacy Policy and Cookie Policy (“**Policies**”) are incorporated by reference into these Terms of Service. The phrase “incorporated by reference” is a legal phrase, which in this context means that the terms of our Policies are made part of this Agreement.
- 1.4 **Our Terms of Service (including our Policies) contain legally binding obligations, we strongly encourage you to review them carefully and ensure that they contain everything you want and nothing that you are not prepared to agree to, before you decide to accept them and use MobiCash and our other Services. You should print a copy of the Terms for future reference.**
- 1.5 **Legally binding agreements of Third Party Suppliers.** In order to use the products or services supplied by Third Party Suppliers, you may be required to agree to additional terms and conditions and comply with other requirements of those Third Party Suppliers.
- 1.6 We license the use of the MobiCash App to you on the basis of this EULA and subject to any rules or policies applied by any app store provider or operator from whose site you downloaded the App. We do not sell the App to you. We remain the owner of the App at all times.
- 1.7 **How do these Terms of Service become legally binding on me?** You accept and agree to these Terms of Service (including the Policies) by either:
  - (a) acknowledging acceptance of the electronic version of these Terms of Service, by ticking “I have read and agree to the Terms of Service and Privacy Policy” box, during the first step of registering an Account, activating the existing Account, etc. or
  - (b) actually using our Services (in this case, you understand and agree that Compass Plus will treat your use of our Services as acceptance of these Terms of Service from that point onwards).

#### **You must have access to the Internet to accept these Terms.**

- 1.8 By agreeing to these Terms of Service or continuing to use MobiCash, you agree to the terms of the licence, which will bind you, and with any Third Party Supplier terms that apply to your use of such products and services through MobiCash, which may be updated from time to time. The Terms include, in particular, the Privacy Policy defined in section 2.11 and limitations on liability in section 15. This does not affect your consumer rights for an app that is defective.
- 1.9 The use of the Service may require us to provide your personal information to Third Party Suppliers with whom you have chosen to engage by using MobiCash. Our sharing of your information in this way allows those Third Party Suppliers to fulfil any requests or orders, which you have initiated, for example, where you wish to purchase certain goods or services from them. If you purchase goods or services using the

Service you are entering into a direct contractual arrangement with those Third Party Suppliers. We are not a party to that contract and if you have any queries or concerns regarding your order, you must contact the applicable Third Party Supplier.

- 1.10 **If you do not agree to our Terms of Service, please immediately stop using our Services.**
- 1.11 **Please note the following important information – it highlights potential risks that may arise from using our Services.**

*As mentioned above, these Terms of Service are an important document, which we strongly encourage you to consider carefully when choosing to use our Services at any time. The Terms of Service also highlight the potential risks of using the Services as well as offer guidance on how to safely carry out payments via our Services.*

*To make it as simple as possible, here are some of the important key provisions of our Terms of Service, which relate to your use of our Services. Be sure you read them before using our Services. If you are still unsure of anything or you would like more information, please take a look at the information on our website – [www.mobicashpayments.com](http://www.mobicashpayments.com).*

**About us and our relationship – Section 2** This section highlights our relationship with you and explains, for example, that we do not come into the possession of, nor hold, store and/or control any of your funds.

#### **Using our Services – Section 5**

Section 5 provides details on how you can use our Services and some of your obligations, such as making sure when you use our Services you comply with these Terms and also comply with the law.

#### **Service fees and taxes – Section 6**

Although, we endeavour to keep the use of Service free for you, we reserve the right to charge small commission fee whenever you pay for specific goods and/or services supplied by a Third-Party Supplier/Payment Recipient. Additionally, you may have to pay standard charges from other service providers that you should be already aware of through your standard terms and conditions with them (for example, charges that your Payment Method Issuer (for example, your bank) may apply for using your card abroad or charges that your mobile network operator may apply for using mobile data). The details are set out in this section.

#### **Limitations on your use of our Services and Restricted Activities – Section 9**

This is an important section which provides details on the limits of using our Services and what activities you are prohibited from carrying out (which we call “Restricted Activities”). It also highlights that we may use our own risk and fraud modelling when assessing the risk associated with your use of our Services. There are serious consequences if you carry out any Restricted Activity which may, for example, result in us: suspending your use of our Services, not carrying out your payment instruction as you intended, terminating our Agreement with you and/or disclosing information about you to the police or other authorities. There are other serious consequences of you being involved in a Restricted Activity and it is very important that you review this section.

#### **Your safe use of our Services – Section 10**

This section gives you details on how to use our Services safely such as providing guidance on how to keep your PIN safe and how to contact us if you think someone else has inappropriately accessed your Account or your Mobile Device.

#### **Compensation which you may owe us– Section 13**

This is an important section, which outlines when and how you may be expected to pay reasonable compensation to us.

#### **Important disclaimers – Section 14**

The disclaimers in this section provide details on what we are and what we are not responsible for. It is very important that you read this section.

#### **How we may be liable to you – Section 15**

This section sets out how we may be liable to you as part of your use of the Services.

- 1.12 How to quickly find the section you are looking for. These Terms of Service provide a description of the matters, which are important to our relationship when you use our Services. It also includes information we are required to provide to you by law. As a consequence, the Agreement contains 24 Sections and at first sight appears lengthy, but our aim is that you will find it useful in understanding these important matters. For ease of reference, you may jump directly to any section by selecting the appropriate link below. Some capitalised words or phrases have specific definitions, which are defined where used, or otherwise as set out in Section 24 (Words and Phrases with Special Meanings). You may also find it helpful to know that underlined words in this Agreement hyperlink to relevant information.

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[Section 19: How we will communicate with you](#)

[Section 20: Protection of our Intellectual Property Rights](#)

[Section 21: Transferring this Agreement to another person](#)

[Section 22: Making complaints and your release of us from any third-party claims](#)

[Section 23: Other important terms](#)

[Section 24: Words and Phrases with Special Meanings](#)

1.13 The MobiCash App requires a mobile device (Device) that:

- Can access the Internet (WiFi or via a Mobile network)
- Has a camera.

OS version requirements are stated on the app store appropriate for the Device. The App is not available for download on the Huawei AppGallery.

## 2. About us and our relationship

2.1 **Who we are.** We, Compass Plus (Great Britain) Limited, are a company incorporated and registered in England and Wales with company number 5591482. Our registered office is at 9 The Triangle, NG2 Business Park, Nottingham, NG2 1AE, United Kingdom and our VAT number is: 872519796. Further information on how you can contact us is set out in Section 19: How we will communicate with you.

2.2 Our Services only support the provision of payment services. This is done by our processing and storage of data, providing data and entity authentication and information, and communication technology services.

2.3 We do not come into the possession, hold, store, nor control any of your or our other users' funds and therefore are not insured for your benefit by any deposit protection scheme.

2.4 We may provide you with the ability to store information related to Payment Methods, Transactions, Offers and Loyalty Rewards, and to communicate such information to other third parties. We may become an issuer of any Payment Method, Offer, or Loyalty Rewards.

2.5 We do not issue nor extend credit in connection with your use of our Services.

2.6 The Terms apply to the MobiCash App or any of the Services accessible through the App or provided by Compass Plus, including any updates or supplements to the App or any Service, unless they come with separate terms, in which case those terms apply. If any open-source software is included in the App or any Service, the terms of an open-source licence may override some of the terms of this EULA.

2.7 We may change these Terms at any time. In the case of material changes, we may notify you of changes when you next start the App so you may be required to read and accept them to continue your use of the Service, otherwise you agree that if you do not accept any amendment to our terms then you shall immediately stop accessing and using the App and the Service. The new terms may also be available on our websites – [www.mobicashpayments.com](http://www.mobicashpayments.com) and <https://mobicash.ru/>.

2.8 From time to time, updates to the App may be issued through the app store where you downloaded the App. Depending on the update, you may not be able to use the Service until you have downloaded or streamed the latest version of the App and accepted any new Terms. There may also be times when the App or the Service is not available for other technical or maintenance related reasons, whether on a scheduled or unscheduled basis.

2.9 We retain the right to withdraw or modify the App (in whole or in part) from time to time without liability to you:

- (a) to allow us to improve user experience or for another technical or maintenance related reason;
- (b) to remain compliant with any legal requirements, which may be imposed on us; or
- (c) where we have altered the Services, which we provide.

- 2.10 You will be assumed to have obtained permission from the owners of any Device that is controlled, but not owned, by you to download a copy of the App onto that Device. You and they may be charged by your and their service providers for internet access on the Device. You accept responsibility in accordance with the Terms of this EULA for the use of any Service, including App, on or in relation to any such Device, including any charges, which you may incur in relation to such usage, whether or not it is owned by you.
- 2.11 The terms of our Privacy Policy as modified from time to time are available at [www.mobicashpayments.com](http://www.mobicashpayments.com) and <https://mobicash.ru/> and are incorporated into the Terms by reference. Additionally, by using the App or the Service, you acknowledge and agree that internet transmissions are never completely private or secure. You understand that any message or information you send using the Service may be read or intercepted by others, although all transmissions from the MobiCash App are encrypted.
- 2.12 By using the App or the Service, if you have given consent by accepting these Terms by means of ticking the appropriate box you understand that we shall collect and use technical information about the Devices and related software, hardware and peripherals for the Service that are internet-based or wireless to provide the Service to you.
- 2.13 The Service may make use of location data sent from the Devices. You can turn off this functionality at any time by turning off the location services settings for the App on the Device. If you use this Service, you understand that we shall use this data in accordance with the Privacy Policy. You may remove this function at any time by turning off the location services settings on your Device.
- 2.14 The App or Service may contain links to other independent third party websites ("Third Party Sites"). Third Party Sites are not under our control, and we are not responsible for and do not endorse their content or their privacy policies (if any). You will need to make your own independent judgement regarding your interaction with any Third Party Sites, including the purchase and use of any products or services accessible through them.
- 2.15 Any words following the terms "including", "include", "in particular", "for example" or "such as" or any similar phrase shall be construed as illustrative and shall not limit the generality of the related general words.

### **3. Grant of License, our Services and their key characteristics**

- 3.1 You must be at least sixteen (16) years old or over to download, access and/or use the App or the Service and that if you are 16 or 17 years old, your parent or legal guardian has reviewed and agreed to these Terms and is happy for you to download, access and use the App and our Services.
- 3.2 Our Services facilitate payments between you and Third Party Suppliers or you and Payment Recipients.
- 3.3 Our Services include the MobiCash App, our Sites, any software, programs, documentation, tools, internet-based services, components, and any updates (including software maintenance, service information, help content, bug fixes or maintenance releases) provided to you by us.
- 3.4 Our Services permit the following, which may or may not apply to you, depending on how you use our Services:
  - (a) downloading the MobiCash App;
  - (b) instructing payments and/or receiving payment notifications;
  - (c) transferring your Personal Data via your chosen Payment Method and/or other registered Account details;
  - (d) storing information on our servers;
  - (e) subscription to automatic Billing; and/or
  - (f) accessing and/or managing your Personal Data, Payment Method Transactions, MobiCash App settings, Loyalty Rewards, Offers, Mobile Device settings, Credentials (such as your PIN), Account settings and/or other Service related information via the App and/or our Sites.

3.5 **Additional Services.** We may, from time to time, offer additional service functionality or services to you, whether by way of download or otherwise. These additional services may include any software maintenance, service information, help content, bug fixes, maintenance releases, modifications, amendments and/or upgrades to the existing Services. Additional services may be governed by this Agreement or other terms and conditions made known to you when we make this other service functionality available.

#### 4. Getting started – registering and implementing MobiCash

4.1 **Account registration.** To use our Services you must register for a MobiCash Account. Your Account is not a bank account nor does it store any form of value (electronic or otherwise).

4.2 **Registration of an Account.** To register for a MobiCash Account and to use our Services after you have registered with us, you are responsible for, and must:

- (a) provide complete, accurate and truthful information and registration details as requested in our registration flow (including information about you, your Payment Methods and any other information we may reasonably require). The information you provide will be used by us to determine if you are eligible to use our Services (including the MobiCash App). Please take the time to read and check your application details at each stage of this process before proceeding. You must also keep the information you provide us at the registration up to date and complete at all times;
- (b) carry out any registration and/or other tasks in the manner and form reasonably required by us. This may involve linking or 'pairing' your Mobile Device and/or mobile number with our Service, creating a PIN, registering your Payment Methods, and/or downloading the MobiCash App; and
- (c) carry out any other action which we, our or your third party service providers, may reasonably require for you to access and use the Services (including for example, completing the "3D Secure (Verified by Visa and/or MasterCard Secure Code)" process offered by the Card and Payment Scheme in partnership with your Payment Method Issuer to make your usage of our Service more secure).

4.3 **It is very important that the information you provide to us remains accurate.** If any information you provide to us changes over time, you must amend the details in the MobiCash App so that the information you have supplied us with is always accurate, truthful and complete. You are responsible for providing accurate and complete information when using our Services.

4.4 **Eligibility requirements to use our Services.** As part of the Account opening process, you will be required to agree to these Terms of Service (and other such documents as may be nominated by us from time to time). You must be at least sixteen (16) years old and if you are 16 or 17 years old, your parent or legal guardian must have reviewed and agreed to these Terms and is happy for you to download, access and use the App and our Services.

4.5 **Registering and verifying your Payment Methods.** As part of your use of our Services, you may link a Payment Method (such as a credit, debit card or other cards) to your Account to execute Transactions and, if ever applicable, pay fees and other obligations arising from your use of our Services.

4.6 You must only link a Payment Method to your Account if:

- (a) it is a Payment Method which has not expired and is otherwise in good standing;
- (b) you are the named holder of the Payment Method; and

**If you link (or attempt to link) a Payment Method to your Account in breach of this section, then we will treat such an action to be an act of fraud.**

4.7 **Verifying your Payment Method.** You also authorise us to verify that your Payment Method is in good standing with the Payment Method Issuer. We may verify your Payment Method by submitting a request for a payment authorisation in accordance with the relevant Card and Payment Scheme rules (as applicable). During this verification process your Payment Method Issuer may inform you that your

account with them will be debited 1 GBP. This is a security check only and the amount will **not** be debited from your account with them.

4.8 **Collecting and verifying your other information.** You also agree to provide us with any or all information which we may reasonably require, at any time, to collect and/or verify:

- (a) your identity;
- (b) your mobile phone number;
- (c) any Payment Method associated with your Account; or
- (d) otherwise to comply with our legal or regulatory obligations (including obligations that we may have to comply with anti-money laundering laws).

4.9 **Verifying your information by using third parties.** We may make, directly or through any third party, any inquiries that are reasonably necessary to validate the information that you provide to us, including, ordering a credit report and/or checking commercial databases. In addition, you authorise us to obtain one or more credit report, from time to time, to:

- (a) establish, update, or renew your use of our Services; or
- (b) in the event of a dispute relating to this Agreement; and/or
- (c) relating to your activity when using our Services.

We may also use proprietary fraud and risk modelling when assessing the risk associated with your application for and usage of a MobiCash Account and/or MobiCash App.

4.10 **Actions we may take if we are unable to verify your information.** We reserve the right to close, suspend, or limit access to your Account and/or any or all parts of our Services if we are unable to verify your information.

4.11 **Other information.** We may also require you to provide us, upon our reasonable request, other information relevant to your use of our Services.

4.12 **Account and Mobile Device limits.** You may only open 1 (one) Account per 1 (one) mobile phone number. You may only link or pair 1 (one) Mobile Device to your Account. If you open more than 1 (one) Account per each mobile phone number or link more than one Mobile Devices to your Account then you agree that we may suspend, terminate and/or deactivate any or all of your use of your Mobile Devices and/or Accounts (as appropriate).

## 5. Using our Services

5.1 **How we provide our Service to you.** We provide our Services to you subject to the Terms of this Agreement, the Privacy Policy, Cookie Policy and the App Store's Rules, incorporated into this EULA by reference, and with reasonable skill and care. However, please note that there are important limitations to the use of our Services, which are set out in this Agreement such as section 9, 'Limitations on your use of our Services and Restricted Activities'. **You agree that downloading, accessing and using the MobiCash App is made available free of charge and on an 'as is' and 'as available' basis and at your sole risk.**

5.2 **We grant you a licence to use our Services.** In consideration of you agreeing to abide by the Terms of this Agreement, we provide our Services to you by granting you the right to use our Services, by what is recognised by the law as a "licence". When providing our Services to you, we grant you a license that is personal to you only, limited, non-exclusive, revocable, non-transferable and without the right to sublicense. We reserve all other rights. This licence is granted to you to allow you to electronically access and use MobiCash and our other Services for the purpose of facilitating the execution of payments in accordance with the Terms of Service, the Privacy Policy, the Cookie Policy and the App Store's Rules, incorporated into these Terms by reference. You may download the App onto any supported Device to view, use and display the App for your personal purposes only. The Service includes any software that is supplied and/or configured by us pursuant to this Agreement for use by

you. You are permitted to install and use the software for use solely for the purposes of availing of our Services pursuant to this Agreement and for no other purpose whatsoever.

- 5.3 **Minimum technical requirements to use our Services.** To use our Services you must have access to the Internet, a valid mobile phone number and a compatible Mobile Device.
- 5.4 **How to make a payment.** Payments can be made using the MobiCash App and via your compatible Mobile Device (as the case may be). You authorise the facilitation of a payment for the Transaction Amount to the Third Party Supplier and its service provider or (if applicable) to a Payment Recipient using your Payment Method, without further action by yourself. Not all of your Mobile Devices, nor all acceptance points used by the Third Party Suppliers, will allow you to initiate payments in each and every way available within the Service.
- 5.5 **Please correct any errors before submitting a payment.** Our payment process allows you to review the Bill details and check for any errors before you pay. It also allows you to choose your preferred Payment Method before approving the Transaction. Please take the time to read and check your Bill before proceeding with payment. Should you enter the wrong Bill ID and fail to diligently review the Bill, by proceeding with payment you may pay the wrong Bill and therefore make a payment to the wrong Third Party Supplier or Payment Recipient. Should this occur we are unable to recall the payment as we are not your Payment Method Issuer, the Third Party Supplier or recipient of your payment. Our role is of a facilitator of payments to your chosen Third Party Supplier or Payment Recipient. We are not responsible if you make a payment to the wrong Third Party Supplier or Payment Recipient. For additional details on the steps that you need to take in order to carry out a payment using MobiCash please refer to our Sites and/or on-screen User Guide and/or Help Centre within the App.
- 5.6 **Confirmation of your payment instruction.** We will immediately inform you of the outcome of your payment instruction by displaying an appropriate screen and/or pop-up window with a clear message.
- 5.7 **Fulfilling your payment instruction.** You agree to fulfil all of your obligations to each Third Party Supplier you interact with when using our Services.
- 5.8 **Important criteria to make a valid Transaction.** You may initiate a payment instruction to a Third Party Supplier that is registered with MobiCash and is able to accept payments via MobiCash, or to a Payment Recipient's payment card, by choosing the Payment Method registered in your Account and if applicable, using an approved Mobile Device 'paired' to your Account and applicable Payment Methods (as the case may be). You may be required to verify that you control the Payment Method that you have registered with us before you use it to initiate payment transactions (for example, by entering CVV or 3D Secure Password). You may not use your Payment Method to make payments to yourself or to add money to your Account. Your Account cannot hold any stored value or balance. You will only use the Services to transact on your own account, in your own name and not on behalf of any other person or entity.
- 5.9 **Authorising us to initiate payments.** By using our Services to initiate a payment, you authorise us to transfer or otherwise process your information (including your Payment Method and/or applicable Mobile Device information) to complete the processing of a Transaction. In doing so, you authorise us to process information related to debiting your Payment Methods (as the case may be).
- 5.10 **Authorising us to communicate with your Payment Method Issuer and Third Party Supplier.** By using our Services, you authorise us to communicate with your Payment Method Issuer, Third Party Supplier, issuer of your Offer or Loyalty Rewards, and/or other third parties (as the case may be) to provide or obtain any information required by that person and/or entity. A person that receives this information does not endorse and is not responsible for our Services.
- 5.11 **Limits on your Account, payments, Payment Methods and Mobile Devices.** Your use of our Services may be subject to Account, Payment Method, Mobile Device and/or transaction number and/or transaction amount limits. These limits are determined by us and based on our assessment of performance and risk factors, including, our assessment of the risk associated with your Account, your location, your use of a particular Mobile Device, a Third Party Supplier's location, the registration information you provide and our ability to verify it, and any requirements of any Applicable Laws (for example, some laws of a particular region may not allow us to provide our Services with the same functionality that we can provide to you).



- 5.12 **Use of your Payment Methods.** You may select a preferred Payment Method each time you initiate a payment. Certain Payment Methods may not be available for certain transactions or for payment with certain Third Party Suppliers.
- 5.13 **Processing Transactions.** We or your Payment Method Issuer will determine the time at which the payment transactions will be processed and in addition to our rights under section 9 (Limitation on your use of our Services and Restricted Activities) we may withhold for investigation, or refuse to process any of your Transactions that we suspect, acting reasonably, is fraudulent, unlawful or otherwise breaches (not in a trivial manner) the terms of this Agreement (including any Policies). Your use of our Services may also be impacted by the terms of any agreements you have entered into with your Payment Method Issuer.
- 5.14 **Other rights available to you.** You may have certain rights and protections that are provided to you under your agreement with your Payment Method Issuer or Applicable Law with respect to the charges for a Transaction made to your registered Payment Method (such as being able to potentially hold your credit card issuer liable under section 75 of the Consumer Credit Act 1974 if you are a UK user). You should consult your agreement with your Payment Method Issuer for details on any such protections.
- 5.15 **Receiving payment notifications.** The Third Party Supplier or Payment Recipient (if registered with MobiCash Service) will receive an immediate notification from our Service as to the outcome of the payment.
- 5.16 **Your Transaction history and records.** We will make available the information regarding your Account activity via the App in the Bills section. **You should check your transaction history regularly. We strongly recommend that you report any irregularities or clarify any questions you have as soon as practicable by contacting our Customer Service Team by choosing an appropriate menu option from the Settings menu inside the App.**
- 5.17 **No refunds or reversals via our Services.** All Transactions processed through the Service are non-refundable to you through MobiCash and are non-reversible by you through the Service. However, you may have additional refund or “chargeback” rights under your agreement with your Payment Method Issuer or Applicable Laws (such as being able to potentially hold your credit card issuer liable under section 75 of the Consumer Credit Act 1974 if you are a UK user). You should review your periodic statements as provided by your Payment Method Issuer, which will reflect all transactions through the Service.
- 5.18 **Correcting errors.** If we discover an error in the processing of any transaction, you authorise us to amend your Account activity and/or allow the submission or receipt of payment instructions or other information (whether via your Payment Method Issuer or otherwise) to correct such an error. For the purpose of this section, we **do not** consider a transaction to be made in error if you have mistakenly made a payment.
- 5.19 **Your responsibility to maintain your own records.** Except for the purposes where we have legal obligations to do so (for example to retain data to defend any legal claims and to comply with data protection requirements), you are solely responsible for:
- (a) compiling and retaining permanent records of all Transactions and other data associated with your Account and your use of our Services; and
  - (b) activity on your Account.
- Upon termination of this Agreement for any reason, we will have no obligation to you to store, retain, report, or otherwise provide copies of, or access to, any records, documentation or other information in connection with any of your transactions made via our Services.
- 5.20 **Your obligation to comply with our Terms and Applicable Laws.** You will at all times comply to all Applicable Laws, rules and regulations applicable to your use of our Services, together with our Terms of Service (including our Policies). We may inspect your Account for any reason, including to investigate any alleged breach of this Agreement, our Policies, Terms of Use of the Customer Portal or any third party complaints.

- 5.21 **MobiCash Loyalty scheme.** The MobiCash Service may offer you the MobiCash Loyalty scheme ("MobiCash Loyalty"). You agree that information from MobiCash may be used by Compass Plus in order to present you with the relevant promotional content, Offers and Loyalty Rewards from Third Party Suppliers that you have made payments to using the MobiCash Service.
- 5.22 **Gift Aid.** This section is only applicable if you are a UK taxpayer. Gift Aid is a scheme which allows charities and Community Amateur Sports Clubs (CASCs) to claim from HMRC the basic rate of tax their donors have paid, thereby increasing the value of donations by 25%. In the event your Transaction is eligible for Gift Aid, you will be prompted at the point of payment to accept further terms applicable to that Transaction; these additional terms prescribe that we will share your personal information with the charity/CASC in question, who will then share that information with HMRC, to process validation and collection of the Gift Aid portion of a donation.
- 5.23 Except as expressly set out in these Terms, we make or give no representation or warranty as to the accuracy, completeness, currency, correctness, reliability, integrity, quality, fitness for purpose or originality of any content of the Services including the MobiCash App and, to the fullest extent permitted by law, all implied warranties, clauses or other terms of any kind are hereby excluded. To the fullest extent permitted by law, we accept no liability for any loss or damage of any kind incurred as a result of you or anyone else relying on the content of the Services including the MobiCash App.
- 5.24 We cannot and do not guarantee that the Services including the MobiCash App or their content will be free from viruses and/or other code that may have contaminating or destructive elements. It is your responsibility to implement appropriate IT security safeguards (including anti-virus and other security checks) to satisfy your particular requirements as to the safety and reliability of the Services including the MobiCash App, and their content.
- 5.25 You represent and warrant to us that:
- a) all personal information (including financial information for the purpose of facilitating payments to Third Party Suppliers or Payment Recipients) you provide to us is true and accurate in every respect and you will keep all such information up to date during the term of this Agreement;
  - b) you will only use the Service including the MobiCash App for your own purposes and not on behalf of any other person or entity;
  - c) you and all payments initiated by you will comply with all laws, rules, and regulations; and
  - d) you will not use the Services including the MobiCash App, directly or indirectly, for any fraudulent undertaking or in any manner so as to interfere with the functionality of the Services including the MobiCash App;
  - e) you will keep all copies of the MobiCash App secure and maintain accurate and up-to-date records of the number and locations of all copies of the App;
  - f) you will delete the MobiCash App from any Device that is no longer in your control or owned by you.

## 6. Service fees and taxes

- 6.1 **Service Fees.** Normally, Compass Plus does not charge you for using these Services. However, when paying for specific goods and/or services supplied by a Third Party Supplier, a small commission may be charged. This will be notified to you on the screen of your Mobile Device before a payment is made. The exact amount of the commission charged by Compass Plus for the use of MobiCash Service is specified in the "Commission" field of a Bill.
- 6.2 **Third party costs.** When using our Services, other third parties may levy standard fees, costs, charges or other liabilities that you should be already aware of through your standard terms and conditions with them. This may include:
- (a) your Payment Method Issuer, who may charge a fee in connection with the use of your Payment Methods;

- (b) your telecommunication carrier and/or internet service provider (including, fees related to data and messaging services).

Although we endeavour to make the use of the MobiCash Service free for you, some Third Party Suppliers may wish to impose a small charge for using the Service. This may be communicated to you by a Third Party Supplier via the Bill and/or point-of-sale material. If you are unsure whether a Third Party Supplier applies any Service charges, you should contact your Third Party Supplier for information about such charges. Compass Plus, however, cannot be held accountable for this and does not receive any revenue and/or profits whatsoever that may arise from this charge.

- 6.3 **You are responsible for costs.** You are responsible for any fees charged by Compass Plus, your telecommunications provider, Payment Method Issuer, Offer and/or Loyalty Reward issuer, Third Party Supplier, or any other third party in connection with your use of our Services.
- 6.4 **Please check your agreements with third parties for details on any other costs.** You should consult the terms and conditions governing your use of any third party services (such as those mentioned above) for information about such fees. You agree and acknowledge that we are not responsible or liable for these fees, costs or liabilities.
- 6.5 **Taxes.** The reporting and payment of any applicable taxes arising from the use of the Services is your responsibility. You agree to comply with any and all applicable tax laws in connection with your use of the Services, including without limitation, the reporting and payment of any taxes arising in connection with Transactions made through use of the Services.

## 7. Using our Services on compatible Mobile Devices

- 7.1 You may only use the MobiCash App and/or other parts of our Services (as we may make available to you) on compatible Mobile Devices. Mobile Devices that have been tampered with and/or modified contrary to the supplier's and/or manufacturer's software or hardware guidelines and specifications, including but not limited to disabling hardware or software controls are not considered to be compatible Mobile Devices. Using MobiCash on a modified Mobile Device is expressly prohibited. Such use is a violation of the Terms of these Terms of Service and Compass Plus may immediately terminate your MobiCash Account.
- 7.2 Please note that we do not guarantee that our Services will be compatible with your Mobile Device.
- 7.3 Please also note that the use of our Services may be impacted by the terms of your agreement with your Mobile Device supplier, manufacturer and/or mobile network operator.

## 8. Offers and Loyalty Rewards

- 8.1 **Offers.** You may receive Offers from Third Party Suppliers where you have used MobiCash for making a payment. Each Offer is limited to a specified Transaction and is governed by the Offer's terms and conditions. The terms and conditions of the Offer may be viewed when you receive the Offer.
- 8.2 **You should carefully review the terms of any Offers.** Compass Plus is not liable to you for any failure to use any Offers prior to their expiration or for any failure to remind you of pending Offers or their expiration dates. Compass Plus is not responsible for the terms and conditions of Offers not provided by us, nor for the Offer provider's compliance of those terms and conditions.
- 8.3 **Loyalty Rewards.** Third Party Suppliers accepting MobiCash may offer loyalty programs to reward you. These loyalty programs may be linked to your MobiCash Account. Any such loyalty program is specific to the issuing Third Party Supplier and the Third Party Supplier is solely responsible for all aspects of the loyalty program including any associated Loyalty Rewards. Any Loyalty Rewards issued with these loyalty programs have no cash value. The Third Party Supplier may discontinue its loyalty program at any time. We are not responsible for redeeming Loyalty Rewards, or for any matter relating to a Third Party Supplier's loyalty program. To the extent applicable, it is your responsibility to manage your Loyalty Rewards. Please also note that Loyalty Reward benefits may not be available when connectivity between a Third Party Supplier and us is unavailable. We may also provide MobiCash Loyalty to you from time to time, subject to these Terms and/or other terms specific to the promotion and Loyalty Rewards in question.

## 9. Limitations on your use of our Services and Restricted Activities

- 9.1 Notwithstanding any limitations described elsewhere in these Terms of Service, we may, where reasonably necessary to protect you or us or otherwise to comply with Applicable Laws, establish general practices and limits concerning use of the Services, including without limitation, individual or aggregate transaction limits on the value amount or number of Transactions during any specified time period(s). As stated at section 4.9 above, we may also use proprietary fraud and risk modelling when assessing the risk associated with your MobiCash Account.
- 9.2 In addition to the above, except as expressly set out in these Terms or as permitted by any Applicable Law, you agree that we treat the following matters as “**Restricted Activities**”, that is, if you:
- (a) use our Services (or we reasonably suspect that you have used or will use our Services) for any illegal purposes or in any unlawful manner, or act fraudulently or maliciously, for example, by hacking or inserting malicious code, including viruses, or harmful data, into the App, any Service or any operating system, or in any manner inconsistent with these Terms, or in breach of an Applicable Law which impacts us or your use of our Services including but not limited to fraud and/or money laundering. You are prohibited from using our Services in an attempt to abuse, exploit or circumvent the usage restrictions imposed by us or another third party;
  - (b) breach any material term or condition of this Agreement or fail to remedy a breach of this Agreement in the manner we have reasonably requested you to do so, (including the terms and conditions of our Policies);
  - (c) breach any material term of your agreements with your Payment Method Issuer (including any term or condition of the Payment Method Issuer’s acceptable use policies or similar prohibitions);
  - (d) breach any material term of your agreements with a Third Party Supplier, including any terms associated with your Offers and Loyalty Rewards
  - (e) pose an unacceptable form of liability, credit and/or fraud risk to us and/or other third parties (as we may reasonably determine, based on evidence);
  - (f) use our Services with an incompatible, ‘jail broken’, ‘interop unlocked’ or ‘rooted’ Mobile Device;
  - (g) will not be able to initiate a charge to your selected Payment Method, or if we otherwise reasonably believe, based on evidence, that we will not be able to facilitate obtaining funds from you to complete the requested payment;
  - (h) provide false, incomplete, inaccurate, or misleading information which is not merely trivial (including any information as part of the Service registration process);
  - (i) use our Services in a manner which is unusual based on prior transaction activity and application of our internal fraud controls;
  - (j) post or transmit material or otherwise use our Services that is, or is complained of as, infringing the Intellectual Property Rights or other rights of others or post or transmit any material or otherwise use our Services that is, or is likely to be considered to be, unlawful, obscene, offensive, defamatory, libellous, threatening, harassing, abusive, derogatory, invasive of privacy or publicity rights, fraudulent or tortious, vulgar, intimidating, profane, scandalous, pornographic, indecent, bigoted or hateful, embarrassing to any other person or otherwise objectionable in relation to your use of the MobiCash App or any Service as determined by us in our sole discretion (acting reasonably);
  - (k) post or transmit any material or content on or through our Services that expresses or implies that any statements you make are endorsed by us, without our prior written consent;
  - (l) use our Services to defame, abuse, stalk, threaten or otherwise violate the legal rights of others including infringement of our Intellectual Property Rights or those of any third party in relation to your use of the MobiCash App or the Service (to the extent that such use is not licensed by the Terms) or for any fraudulent purpose, or in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other third parties;

- (m) reproduce, duplicate, copy, sell, resell or otherwise exploit for any commercial purposes, any portion of, use of, or access to, our Services, not expressly permitted by us;
- (n) create a database by systematically downloading and storing our Services content, not expressly permitted by us;
- (o) frame or mirror any part of our Site or our Services without our prior written consent;
- (p) interfere with or disrupt the operation of the Services or the servers or networks used to make our Services available; or violate any requirements, procedures, policies or regulations of such networks, or collect or harvest any information or data from the Service or our systems or attempt to decipher any transmissions to or from the MobiCash App running the Service;
- (q) modify, adapt, alter, translate, reverse-engineer, decompile or disassemble the whole or any part of our Service or combine any portion of it with, or become incorporated in, any other programs or services, or create derivative works based on the whole or any part of the Services or attempt to do any such thing except to the extent that (by virtue of section 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the Service with another software program, and provided that the information obtained by you during such activities:
  - (i) is used only for the purpose of achieving inter-operability of the Service with another software program;
  - (ii) is not unnecessarily disclosed or communicated without our prior written consent to any third party; and
  - (iii) is not used to create any software that is substantially similar to the MobiCash App;
- (r) remove any copyright, trademark or other proprietary rights notice from our Services or materials originating from the Services;
- (s) post, transmit or otherwise allow any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine," or in any way reproduce or circumvent the navigational structure or presentation of our Services (including our Sites or its contents);
- (t) engage in any other conduct that restricts or inhibits any other person from using or enjoying our Services (which is not merely trivial), or which, in our reasonable opinion, exposes us to any liability or detriment of any type;
- (u) post or transmit any files containing viruses, software or other materials that contain so-called viruses, worms, time bombs, Trojan horses, other harmful or disruptive component or other harmful computer code;
- (v) harvest or otherwise collect or use information about others, including e-mail addresses and/or telephone numbers, without their explicit consent and compliance with applicable laws and regulations; and/or
- (w) engage in, or encourage or provide instructional materials relating to, any activity on our Services that restricts or inhibits any other user from using or enjoying our Services such as "hacking," "cracking," "spoofing," or defacing any portion of the Site;
- (x) rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Service;
- (y) provide or otherwise make available the MobiCash App in whole or in part (including object and source code), in any form to any person without prior written consent from us; and
- (z) disobey any technology control or export laws and regulations that apply to the Services.

9.3 You agree not to conduct any Restricted Activities. If you conduct or attempt to conduct any Restricted Activities, or if we reasonably believe, based on our actual or suspected knowledge backed by evidence, that you may have, or that the security of your use of the Services (including your Account and/or your

Credentials) have been compromised, or as referred to elsewhere in this Agreement, then we reserve the right to:

- (a) delay, reverse, cancel, decline or refuse to process the payment instruction and or amend transaction information (or allow such an activity via your Payment Method Issuer); and/or
- (b) close or suspend your Account and/or use of our Services; and/or
- (c) edit, modify, refuse to post any content and/or refuse to carry out any payment instruction or data transfer associated with any Restricted Activity; and/or
- (d) report the transaction and any other relevant information about you and your use of our Services (including Account data and your Personal Data) to a regulator, the police or another law enforcement agency and/or government department or agency; and/or
- (e) if appropriate, claim damages from you.

9.4 Nothing in this section limits your rights to complain about our decisions (informally via our Customer Service channels or making a claim against us in court).

9.5 In the event that we refuse to execute a Transaction, we will notify you, unless it is unlawful for us to do so, or would compromise reasonable security measures. You agree to co-operate with us, as we may reasonably require to investigate any Restricted Activity related to your use of our Services.

9.6 If we suspend your use of the Service for reasons specified in this section 9, we will attempt to notify you by the mobile phone associated with your Account or via electronic mail (if applicable). Suspension of your use of the Service will not affect your rights and obligations pursuant to these Terms of Service arising before or after such suspension or with respect to any non-terminated Services.

## 10. Your safe use of our Services

10.1 **Your Credentials.** As part of the Account opening process, you will require to enter your mobile phone number and set a PIN in order to access and use the Services. These credentials may be used to enable access to, or use of, the Services (your PIN and other security credentials that you have to set and/or enter, and/or use are collectively referred to as “**Credentials**”). You shall use any sign in and/or login details and/or Credentials associated with your Account only in accordance with the Terms set out in these Terms of Service.

10.2 **Keeping your Credentials and Mobile Device safe.** It is your responsibility to keep your Credentials, together with any Mobile Devices safe, secure and within your control. Our team will never ask you to provide your verification code and/or PIN to us or to a third party. We also advise you not to choose a PIN that is easily guessed from information someone might know or gather about you or a PIN that has a meaning. It is advisable to change your PIN regularly (at least every three (3) to six (6) months) in order to reduce the risk of a security breach in relation to your Account.

10.3 **Be careful when using your Credentials and report any suspicions.** Any message you receive or website you visit that asks for your PIN, other than via our Services, should be reported to us. If you are in doubt whether a website is genuine, you should contact our Customer Service Team. As long as the correct Credentials are entered, we will assume that you are the person giving instructions, authorising the release of personal information to third parties and/or making payments.

10.4 **Your Credentials must not be shared with any other party.** If you do grant access to your Credentials or access to the Services to any other person, then you are responsible for all actions and omissions the other such person may carry out. If you fail to keep your Credentials secret by disclosing this information to someone else (whether intentionally or unintentionally), you accept full responsibility for the consequences (including any unauthorised purchases) and agree to fully compensate us for any losses or harm that may result in. You must therefore choose secure Credentials that are not easily guessed by another person, keep your Credentials secret and make sure that they are not stored in any such way that enables others to access them, guess them or impersonate you. If you know or suspect that an unauthorised third party has your Credentials or you become aware of a payment being made via the MobiCash App or release of your personal information to a third party that was not authorised by you, you should refer to section 10.6.

- 10.5 **Be careful when using a computer or a Mobile Device accessible by other people.** Irrespective of whether you are using a public, a shared or your own computer or Mobile Device to access your Account, you must always ensure that your login details and/or Credentials are not stored by the browser or cached or otherwise recorded. You should never use any functionality that allows login details or Credentials to be stored by the computer or Mobile Device you are using.
- 10.6 **What to do if you think your PIN, etc has been compromised.** If you have any indication or suspicion of your Account, Mobile Device, login details, MobiCash App, and/or Credentials being used without authorisation or otherwise compromised, you are advised to immediately change your Credentials. If you are still in the possession of your Mobile Device you should select an appropriate option in the Settings menu within the App and change your PIN. You must also contact the Customer Service team immediately on becoming aware of unauthorised access or use of your Account, Mobile Device, login details and/or Credentials. If you suspect that your Account was accessed by someone else, you should also contact the police and report the incident.
- 10.7 We shall have the right to refuse to act on any instruction including where we believe an instruction: (i) was unclear; (ii) was not given by you; or (iii) might cause us to breach a legal or other duty; (iv) if we believe the MobiCash App is being used for an illegal purpose; or (v) may harm our reputation. You agree to fully cooperate with us, our agents, regulatory authorities and the police where you or we suspect there has been unauthorised access and/or use of your personal information through the MobiCash App.
- 10.8 **Actions we may take if we believe your use of our Services is no longer safe.** We may suspend your Account or otherwise restrict its functionality on reasonable grounds relating to the security of the Account or any of its security features (including your Credentials), if we reasonably suspect that an unauthorised or fraudulent use of your Account and/or Mobile Device has occurred or that any of its security features have been compromised. We will notify you of any suspension or restriction immediately after the suspension or restriction has been imposed (unless notifying you would be unlawful or compromise our reasonable security interests). We will lift the suspension and/or the restriction as soon as practicable after the reasons for the suspension and/or restriction have ceased to exist.
- 10.9 **Keeping your SIM card and your mobile phone number safe and contacting us if you think it has been compromised.** You must take all reasonable care to ensure that your SIM card and phone number are secure and only accessed by you, as your phone number will be used to communicate with you about the security of your Account. In the case where the SIM card and the phone number associated with your Account is compromised, you should, without undue delay after becoming aware of this, contact our Customer Service team and also contact your mobile network operator.
- 10.10 **Your key responsibilities.** You are responsible for:
- (a) maintaining the possession of your Mobile Device;
  - (b) the confidentiality of your Credentials (including your PIN, CVV and 3D Secure Password);
  - (c) any and all transactions by persons that you give access to or that otherwise use your Mobile Device and/or Credentials (including your PIN, CVV and 3D Secure Password);
  - (d) any and all consequences of use or misuse of your Mobile Device and Credentials (including your PIN, CVV and 3D Secure Password); and notifying us immediately of any unauthorised use of your Mobile Device or the MobiCash App or any other breach of security regarding the Services of which you suspect or have knowledge.

## 11. How we use your information and our Privacy and Cookie Policies

- 11.1 The processing of your Personal Data is governed by our Privacy Policy and our Cookie Policy, which can be found on our Site, as well as further described in this Agreement. By accepting these Terms of Service, you also agree to the terms of our Privacy Policy and our Cookie Policy. You should print/download and store a copy of the Privacy Policy and Cookie Policy together with these Terms of Service.

- 11.2 If we decide to change our Privacy Policy and/or Cookie Policy, we will post these changes on the Privacy Policy or Cookie Policy webpage (as the case may be) so that you are always aware of what information we collect, how we use it and under what circumstances we disclose it. You should check our Privacy Policy and Cookie Policy regularly for changes.
- 11.3 Please note that the information you provide us in using the Services (including via our Site) will be transferred outside the European Economic Area (EEA) for the purpose of processing by us and our secure third party processor. This transfer will be governed by the Standard Contractual Clauses (SCC) which have been drafted in conjunction with, and approved by, the Information Commissioner's Office. If you require further information about this protective measure, you can request it from our Data Protection Officer. Your use of our Services (including our Site) provides the contractual basis for this cross-border transfer.
- 11.4 You understand and agree that, to the extent permitted by Applicable Law, any data you provide to us in connection with the Services will be shared with our secure third party service providers and/or affiliates. We protect your personal information by maintaining strict electronic, physical and procedural safeguards. We use software-based safeguards such as firewalls and data encryption. We have strict security measures that limit physical access to our buildings and files. We authorize access to users' personal information only for those Compass Plus employees who require it to fulfil their job responsibilities. Your personal information may also be processed by staff operating outside the EEA who work for us or for one of our suppliers. These staff may be engaged in the fulfilment of your request, order or reservation, the processing of your payment details and the provision of support services. Please see our Privacy Policy for further details.

The data that we collect from you will be processed and stored on our server in the United Kingdom and/or transferred to, processed and stored at a destination in the Russian Federation and may be transferred and/or stored to other places outside the European Economic Area (EEA). Third parties may be located in other countries where the laws on processing personal information may be less stringent than in your country. Your personal information is stored and processed in a heavily encrypted format. By submitting your personal data, you expressly agree to this transfer, storing or processing. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with these Terms and our Privacy Policy.

- 11.5 We have implemented certain measures designed to secure your Personal Data from accidental loss and unauthorised access, use, alteration or disclosure. However, we cannot guarantee that unauthorised third parties will not be able to defeat those measures or use your Personal Data for improper purposes. You acknowledge that any Personal Data or other information is provided to us at your own risk.

## 12. How long does our Agreement last and how can you cancel it?

- 12.1 **Term.** These Terms of Service commence from the date that you establish a MobiCash Account, access and/or use our Services until the time that your Agreement with us is terminated. There is no minimum term of this Agreement.
- 12.2 **Your right to cancel and withdraw from this Agreement.** You may close your MobiCash Account at any time and terminate these Terms of Service by providing notice to us. We ask that you provide such notice of cancellation by unsubscribing to the MobiCash Service using the MobiCash App.
- 12.3 **Our right to suspend or terminate your use of our Services.** We reserve the right to suspend or terminate your MobiCash Account, terminate these Terms of Service at any time, at our convenience upon serving at least 30 days prior written notice to you by means of SMS or e-mail notification (if applicable). Our rights under this section are in addition to our rights under section 9 (Limitations on your use of our Services and Restricted Activities).
- 12.4 We may terminate this EULA immediately by written notice to you by means of SMS or e-mail notification (if applicable):
- (a) if you commit a material or persistent breach of this EULA, which you fail to remedy (if remediable) within 14 calendar days after the Service has issued written notice requiring you to do so; and/or
  - (b) if you conduct any of the Restricted Activities.



12.5 **What happens after my Account is terminated or this Agreement is terminated?** If your MobiCash Account is closed and/or this Agreement is terminated for any reason, you agree:

- (a) to immediately stop using the Service and the MobiCash App and cease all activities authorised by this Agreement, including your use of the Service;
- (b) that all rights granted to you under these Terms of Service shall immediately cease;
- (c) to immediately delete or remove the MobiCash App from all Devices, and immediately destroy all copies of the App in your possession, custody or control and certify to us that you have done so;
- (d) that we reserve the right (but have no obligation) to delete all your information and account data stored on our servers. However, you do have the right under the GDPR to request the deletion of any personal data which you believe to be no longer required by us, subject to statutory retention periods;
- (d) that we will cease providing you with access to the Service; and
- (e) that we shall not be liable to you or any third party for termination of access to MobiCash or for deletion of their information or account data.

12.6 Any termination of these Terms of Service does not relieve you of any obligations to pay any Transaction Amount, fees or costs owed by you prior to the termination and any other amounts owed by you under these Terms of Service.

12.7 **Survival of sections after our Agreement has terminated.** In addition to any provision that is reasonably necessary to accomplish or enforce the purpose of these Terms of Service after this Agreement has ended, the following sections of these Terms of Service survive and remain in effect in accordance with their terms upon the termination of these Terms of Service: 1, 2, 5, 6, 8, 9 – 16, 20, 21 – 24.

### 13. Compensation which you may owe us

13.1 This section is an important provision, which sets out when and how you may be expected to pay us reasonable compensation. There are some terms, which are capitalised in this section, which have special meanings and which are further explained at the end of this section. Please read them when reviewing this section.

13.2 You promise that you will pay, immediately owe and be liable to a Compass Plus Party for an amount equal to its Losses if a Compass Plus Party suffers or becomes liable for Losses arising from or related to:

- (a) your use of the Services;
- (b) you breaking these Terms of Service or any Policies;
- (c) disputes or litigation caused by your actions or omissions; and/or
- (d) your negligence or violation or alleged violation of Applicable Laws or rights of a third party.

13.3 Words with special meanings:

- (a) **“Compass Plus Party”** means us and our Group Companies and their respective directors, officers, owners, co-branders or other partners, information providers, licensors, licensees, consultants, employees, independent contractors agents and other applicable third party service providers;
- (b) **“Losses”** means all net costs reasonably incurred by a Compass Plus Party which are the result, and which a reasonable person would consider to be the probable result, of the matters set out in section 13.2 and which may relate to any claims, demands, causes of action, debt, cost, expense or other liability, including reasonable legal fees. Such losses may include the costs incurred by us in tracing you, telling you about, and taking steps to deal with, your breaking our Terms and enforcing payment of any amount due to us. However, Losses do not include any

costs where a Compass Plus Party can be compensated twice over for the same loss (for example, for loss of costs and profit if claiming for both losses leads to being compensated twice).

13.4 In no event shall you enter into any settlement or like agreement with any party that affects our rights or binds us in any way, without our prior written consent.

#### 14. Important disclaimers

14.1 **General disclaimer of our Services.** While we will aim to maintain an uninterrupted Service, our Services are provided on an “as is” basis and we do not promise that your access to our Sites, or our Services will be delivered uninterrupted, securely, timely or error-free, or that our Services or the Site will be free from viruses or other harmful properties if due to circumstances outside our control; or if we are required to suspend or alter our Service to protect the interests of any innocent party. This means that our responsibility to you is limited if there are interruptions to our Services including, but not limited to, system failures or other interruptions that affect the receipt, processing, acceptance, completion or settlement of Transactions or the Services. If you are dissatisfied with our Services, you may choose to discontinue using our Services and/or close your Account at any time in the manner set out in section 12.

14.2 **No endorsement by us of goods and services provided by others.** Except for our limited role in facilitating the data transfer of your payment processing, we are not involved in, or responsible, or have control for any underlying sales transaction between you and any Third Party Supplier. We are not party to a contract between you and any Third Party Supplier and, unless expressly referred to in this Agreement, we will not mediate disputes between you and Third Party Suppliers or enforce or execute the performance of any such contract.

14.3 We note that it is your choice and within your control as to which Third Party Supplier you transact with when using our Services, together with which Payment Method Issuer or other service provider (such as your Mobile Device provider or mobile network operator) you contract to receive goods and/or services. Accordingly, we do not represent or endorse, and shall not be responsible for:

- (a) the reliability or performance of any Third Party Supplier and/or Payment Method Issuer;
- (b) the safety, quality, accuracy, reliability, integrity or legality of any Products or other goods and/or services offered by a Third Party Supplier and/or issuer of Offers or Loyalty Rewards;
- (c) the truth or accuracy of the description of any Products, goods and/or services offered by a Third Party Supplier, issuer of Offers or Loyalty Rewards, or of any advice, opinion, offer, proposal, statement, data or other information (collectively, “**Content**” ) displayed or distributed, purchased or paid through the Service; or
- (d) your ability to buy or redeem goods and/or services offered by a Third Party Supplier, issuer of Offers or Loyalty Rewards.

14.4 **No liability for Content.** We disclaim any liability or responsibility for errors or omissions in any Content. We reserve the right, but shall have no responsibility, to edit, modify, refuse to post or remove any Content, in whole or in part, that in our reasonable view based on legitimate evidence or suspicions is objectionable, erroneous, illegal, fraudulent or otherwise in violation of these Terms of Service.

14.5 **We do not guarantee supply of Product or your ability to pay.** We do not guarantee the supply of a Product from a Third Party Supplier, nor that any Third Party Supplier will complete a Transaction. You acknowledge that our role as a facilitator of payment information is not a guarantee that by submitting a payment transaction you have sufficient funds to cover the amount of the payment transaction, that your Payment Method has not expired, or that the payment will not be subject to a chargeback or reversal.

14.6 **Offers and Loyalty Rewards provided by third parties.** Transactions and redemptions of Offers or Loyalty Rewards using the MobiCash Service are not transactions with Compass Plus or any Compass Plus Group Company. Compass Plus or any Compass Plus Group Company are not a party to your transaction or redemption of Offers or Loyalty Rewards.

14.7 **We are not party to your agreements with your Payment Method Issuer and/or other Third Party Suppliers.** We are not party to your agreements with your Payment Method Issuer nor Third Party

Suppliers and bear no liability for the authorisation or non-authorisation of transactions by Payment Method Issuers or for any chargebacks, reversals, or other liabilities or charges arising between you and your Payment Method Issuers. You are solely responsible and liable for (and we shall not be responsible or liable for) your communications, contracts, agreements, arrangements and/or disputes with and/or entered into with Payment Method Issuers or Third Party Suppliers. Any such communications, contracts, agreements, arrangements and/or disputes are specifically and solely between you and the applicable Payment Method Issuer and/or Third Party Supplier. Payment Method Issuers and/or Third Party Suppliers may require you to provide additional information in order to use them and/or may collect additional information from you while you are using them. The collection and use of such additional information may be governed by the privacy policies of the applicable Payment Method Issuers and/or Third Party Suppliers, and we strongly recommend you review any such privacy policies.

- 14.8 **How this Agreement relates to your agreements with your Payment Method Issuers and/or other Third Party Suppliers.** These Terms of Service do not amend or otherwise modify your agreement with your Payment Method Issuer and/or other Third Party Suppliers, and you are responsible for ensuring your use of the MobiCash Service complies with such agreements. You also are responsible for all charges and debits to your Payment Method resulting from Transactions or redemptions of Offers or Loyalty Rewards using the MobiCash Service, in accordance with such agreements. In the event of any inconsistency between these Terms of Service and your agreement with your Payment Method Issuer and/or other Third Party Supplier, these Terms of Service govern the relationship between you and Compass Plus solely with respect to the usage of the MobiCash Service, and your agreement with your Payment Method Issuer and/or other Third Party Supplier governs the relationship between you and the Payment Method Issuer and/or other Third Party Supplier respectively.
- 14.9 **No responsibility for Third Party Supplier reputation.** We take no responsibility to investigate the business reputation of, or guarantee or confirm the good standing of any Third Party Supplier. We strongly encourage you to conduct your own research and investigation of any Third Party Supplier you transact with by using our Services.
- 14.10 **No responsibility regarding your Payment Method.** We do not make any representation or verify that any of your Payment Methods are in good standing or that your Payment Method Issuer will authorise or approve any Transaction when you use our Services in connection with that Transaction. Please also note that your use of the MobiCash App is not approved by, or offered in conjunction with your Payment Method Issuers. Depending on your agreement with your Payment Method Issuer, the Payment Method Issuer may impose fees, transaction limits, or other limitations for Transactions.
- 14.11 **No guarantee of the services provided by Payment Method Issuer or Third Party Suppliers.** We do not guarantee the accuracy, completeness, or usefulness of any Payment Method Issuer nor Third Party Supplier. You acknowledge that the selection of any Payment Method Issuer or Third Party Supplier or the purchase of any goods and/or services from them is solely your choice. We strongly encourage you to conduct your own research and due diligence into the Payment Method Issuer or Third Party Supplier.
- 14.12 **We are not responsible for the accuracy of your Personal Data.** Any Personal Data stored or hosted by us shall be stored on our private network but we should not be responsible for the accuracy or otherwise of the Personal Data. However, you do have the right under the GDPR and UK GDPR to request the correction of any personal data which you believe to be inaccurate.
- 14.13 **Not otherwise responsible for the information of your Payment Method, Offers or Loyalty Rewards.** The Compass Plus Parties are not responsible for the accuracy of any Payment Method, Offer, or Loyalty Reward information, including, without limitation, whether such information is current and complete. Without limiting the generality of the preceding sentence, you expressly acknowledge and agree that such information is reported by the Payment Method Issuer and/or the issuer of an Offer or Loyalty Reward as of the particular time established by the Payment Method Issuer and/or the issuer of an Offer or Loyalty Reward and may not accurately reflect your current transactions, or other Account or program details at the time they are displayed to you through the Services or at the time you make a purchase or redemption. You may incur fees, such as overdraft fees or other charges as a result of such transactions, as per your agreement with your Payment Method Issuer and/or the issuer of the Offer or Loyalty Reward, or your attempt to make a purchase or redemption may not be successful.

- 14.14 **Service maintenance.** From time to time, we may carry out maintenance of our Services, which may result in certain parts of our Services becoming unavailable, in which case we will endeavour to notify you in advance. We are not liable to you for the unavailability of our Services while we carry out any maintenance of our Services.
- 14.15 **Your responsibility to maintain your equipment and implement safeguards.** It is your responsibility to implement satisfactory safeguards and procedures to make sure any files or other information you obtain or submit through our Services are free from such contaminations or other harmful properties. Furthermore, you shall be responsible for obtaining and maintaining all communication networks, hardware, and other equipment needed for access to and use of the Services, and you are responsible for all such related charges. We do not guarantee that our Services will be supported on your Mobile Device or that our Sites will support your browser types or otherwise be compatible with your communications equipment.

## 15. How we may be liable to you

- 15.1 **Our liability to you.** If we fail to comply with these Terms of Service, we are only responsible for loss or damage you suffer that is a direct and foreseeable result of our breach of these Terms of Service or our negligence up to the limit specified in section 15.2, and we are not responsible for any loss or damage that is not directly foreseeable, or our fault. Loss or damage is directly foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into the Agreement. Loss or damage would not be directly foreseeable if for example, such loss or damage arose from your use of the item you purchased using our Services.
- 15.2 **In no event shall Compass Plus be responsible or liable to you or any third party under any circumstances for any indirect, consequential, special, punitive or exemplary damages or losses.** Our maximum aggregate liability under or in connection with this EULA (including your use of the Service) whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to one hundred (100) British Pounds Sterling or equivalent of this sum in the local currency (if applicable). This does not apply to the types of loss set out in section 15.4.
- 15.3 **Why we limit our liability and the basis of our Agreement.** Like many other service providers, we look to limit our liability. We are able to provide our Services to you, normally, at no additional costs and we would not be able to do so if our liability was not restricted in some way. We also note that you have alternatives to our Services available to you, some at very little or also at no additional cost, to facilitate payments between yourself and Third Party Suppliers. You also have the ability to stop using our Services at your discretion in accordance with these Terms of Service.
- 15.4 Nothing in these Terms of Service shall limit or exclude our liability for:
- (a) death or personal injury resulting from our negligence;
  - (b) fraud or fraudulent misrepresentation; and
  - (c) any other liability that cannot be excluded or limited by English law.
- 15.5 **No liability for business losses.** We only supply our Services to you for retail purposes and we have no liability to you for any loss of profit, loss of business, business interruption, loss of business opportunity or loss of goodwill, use, data, or other intangible losses, which may be incurred in connection with the Service, or any goods, services, or information purchased, received, sold, or paid for by way of the Services.
- 15.6 You acknowledge that the Service has not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the Service meet your requirements.
- 15.7 **We are not liable for Events Outside Our Control.** We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this EULA or losses you may incur that were not our fault or were because of any failure by us to perform (in part or full), or delay in performance of, any of our obligations under this Agreement that is caused by our compliance with any Applicable Law or national law or an “**Event Outside Our Control**”.

15.8 **Event Outside Our Control.** An Event Outside Our Control means any act or event beyond our reasonable control, the consequences of which would have been unavoidable despite all efforts to the contrary and include without limitation strikes, lock-outs or other industrial action by third parties, civil commotions, riots, invasions, terrorist attacks or threat of terrorist attacks, war (whether declared or not) or threats or preparation for war, government ordinances or other governmental action, fires, explosions, storms, floods, earthquakes, subsidence, epidemics or other natural disasters or acts of God, labour conditions, or failure of public or private telecommunications networks (including without limitation power failures, mobile network failures and Internet disturbances). This would also include the suspension of our Services resulting from maintenance and upgrades to our systems or the systems of any party used to provide our Services, outages on any phone network or in the case of mobile networks where you are not in an area of mobile coverage.

15.9 If an Event Outside Our Control takes place that affects the performance of our obligations under this EULA:

- (a) our obligations under this EULA will be suspended and the time for the performance of our obligations will be extended for the duration of the Event Outside Our Control; and
- (b) we will use our reasonable endeavours to find a solution by which our obligations under this EULA may be performed despite the Event Outside Our Control.

## 16. Could the terms of this Agreement change?

16.1 **We can change these Terms.** As long as you are able to end the Agreement without charge under this Agreement, we may change the terms of this Agreement.

16.2 **Reasons why we may change these Terms.** We may change these terms for the following reasons:

- (a) to make a change to your benefit, or not affecting your rights or obligations;
- (b) to correct errors, omissions, inaccuracies or ambiguities;
- (c) to reflect terms of new products or services, or changes to existing products or services;
- (d) to reflect changes to the structure of our Group Companies;
- (e) to cover service differences due to new IT or other processes;
- (f) to reflect changes in customer demands or requirements;
- (g) to bring us in line with market practice;
- (h) to respond proportionately to changes in the general law;
- (i) to meet any of our regulatory requirements;
- (j) to respond proportionately to changes in any requirement under any Card and Payment Scheme or our requirements under our agreements with third parties;
- (k) to reflect new industry guidance and codes of practice, which raise standards of consumer protection; and/or
- (l) to proportionately reflect other legitimate cost increases or reductions associated with providing a particular product or service.

16.3 **Notifying you of changes.** We will endeavour to notify you of all changes at least 30 days in advance by uploading an updated version of the Terms on [www.mobicalshpayments.com](http://www.mobicalshpayments.com)/<https://mobicalsh.ru/> or otherwise communicating the notification to you in accordance with section 19, unless such a change:

- (a) is to your benefit;
- (b) is required to be made to comply with any Applicable Law or requirement of any Card and Payment Scheme;
- (c) relates to a new product or service made available to you.

In such circumstances we will still give you notice of the change, but such changes may be implemented prior to the expiry of the above period.

- 16.4 **If you do not agree with the change.** We will tell you the date when any changes will come into effect. If you do not want to continue the Agreement with the change, you must close your Account in accordance with section 12.

## 17. Who you should contact if you have a question?

- 17.1 **Contacting Compass Plus.** Compass Plus is responsible for Customer Service relating to the use and operation of the MobiCash Service. If you have an enquiry regarding the Service (for example, regarding a payment made with the MobiCash App, or you believe that there has been an error or unauthorised transaction using the MobiCash Service), please contact the Customer Service team by selecting an appropriate menu option from the Settings menu within the App or by requesting a call back (if applicable).
- 17.2 **Contacting the Third Party Supplier.** Compass Plus is not responsible for any Products you purchase using the MobiCash Service. The Third Party Supplier, and not Compass Plus, is responsible for providing those Products and is responsible for any customer service related to those Products, including order fulfilment, order cancellation, returns, refunds and adjustments, rebates, warranty, technical support, and any other service issues.
- 17.3 **Contacting your Payment Method Issuer.** Your Payment Method Issuer, and not us, is responsible for any customer service related to the Payment Method.

## 18. How can you access a copy of these Terms of Service?

- 18.1 An electronic copy of these Terms of Service will be provided to you during the registration process and is available in its most current form on our Site.
- 18.2 We will not file a copy of these Terms of Service agreed between us.

## 19. How will we communicate with you?

- 19.1 **We provide you with electronic notifications.** You shall receive or have made available to you electronically all communications, agreements, documents, notices and disclosures (collectively, "**Essential Notifications**") that we provide in connection with your MobiCash Account and your use of our Services. Essential Notifications include, but are not limited to:
- (a) agreements and policies you agree to (e.g., Compass Plus Privacy Policy), including updates to these agreements or policies;
  - (b) transaction receipts or confirmations; and
  - (c) all other information related to your MobiCash Account or general use of the MobiCash App.
- 19.2 **How we provide our communications to you.** We will generally provide our communications to you via built-in notification system in the MobiCash App and/or by posting them on the Sites. In some circumstances, and where applicable, we may email them to you at the email address that you may have listed in your MobiCash Account. We may also, where applicable, communicate with you via the mobile phone number associated with your Account.
- 19.3 **We communicate in English.** This Agreement is provided to you and concluded in English. We will also communicate with you in English for all matters related to your use of our Services. Where we have provided you with a translation of the English language version of this Agreement, you agree that the translation is provided for your convenience only and that the English language version of the Agreement will govern your use of the Services. Any communications between the parties shall be submitted in the English language. Provision of any materials or communication in English shall not prevent the parties from understanding its contents. The parties may not justify their misunderstanding (including in the event of a dispute) by their lack of knowledge of the English language of communication or materials.
- 19.4 **When notices are received by you.** Any electronic communications will be considered to be received by you within 24 hours after we have notified you through the MobiCash App, by means of SMS, push

notification, or e-mail messaging (if applicable) or since the time we publish it on our Site (if and where applicable). In exceptional circumstances where communications were sent to you by post, you will be deemed to have received it three Business Days after it has been sent by us.

- 19.5 **Notices to Us.** Except as stated otherwise, notices made to Compass Plus must be sent by postal mail to:

MobiCash Customer Service Team  
9 The Triangle  
NG2 Business Park  
Nottingham  
NG2 1AE  
United Kingdom

- 19.6 **Please keep your registered e-mail address up to date.** It is highly recommended for you to keep your email address up to date so that we may communicate with you electronically. If we have to contact you or give you notice in writing, we may do so by e-mail to the address you have specified within the MobiCash App.

- 19.7 You understand and agree that if you do not receive an electronic communication sent by Compass Plus as a result of your primary email address on file being incorrect, out of date, or you are otherwise unable to receive electronic communications due to circumstances within your control, Compass Plus will be deemed to have provided you with the communication. Please adjust your e-mail spam filters so that emails from us are easily made available to you (for example, to avoid our emails being considered 'junk' mail). We consider your inability to receive emails due to them being caught by your spam filters to be within your control and not to be a reasonable excuse for not receiving them.

- 19.8 **How to update your e-mail address with us.** You can update your primary email address at any time by using the MobiCash App on your Mobile Device.

## 20. Protection of our Intellectual Property Rights

- 20.1 **What is Intellectual Property?** Intellectual Property might be a brand, an invention, a design, a song or another intellectual creation. Further information on intellectual property rights can be located via the UK Intellectual Property Office's website at [www.ipo.gov.uk](http://www.ipo.gov.uk) and details of what is meant by Intellectual Property in this Agreement are set out in the definition of Intellectual Property Rights in section 24: Words and Phrases with Special Meanings.

- 20.2 **Your restricted use of our Intellectual Property Rights.** "mobicashpayments.com", "MobiCash" , "MobiCash App" , "Compass Plus" , "compassplus.com" , "Compass Plus logo", "MobiCash logo", our "logo design", our "logo design with QR code" , "MobiCash and logo design" and all logos related to the MobiCash App and/or MobiCash Service are either trademarks or registered trademarks of Compass Plus or Compass Plus' licensors and affiliates. You may not copy, imitate or use them or any of our other Intellectual Property Rights without Compass Plus' prior written consent. In addition, all MobiCash QR Code graphics, page headers, custom graphics, button icons, and scripts are service marks, trademarks, and/or trade dress of Compass Plus. You may not copy, imitate, or use them without our prior written consent. You may not alter, modify or change these logos in any way, use them in a manner that is disparaging to MobiCash or Compass Plus or display them in any manner that implies MobiCash's or Compass Plus' sponsorship or endorsement. All rights, title and interest in and related to MobiCash, any content therein, the MobiCash App, the technology related to the MobiCash App, and any and all technology and any content created or derived from any of the foregoing, or our other Intellectual Property Rights, is the exclusive property of Compass Plus and its licensors. This Agreement does not transfer any of our Intellectual Property Rights existing as at the date of this Agreement, nor does it transfer any Intellectual Property Rights, which are created or developed by or on our behalf during the term of this Agreement or otherwise. You acknowledge that all Intellectual Property Rights in the App and the Technology anywhere in the world belong to us or our licensors, that rights in the App are licensed (not sold) to you, and that you have no rights in, or to, the App or the Technology other than the right to use each of them in accordance with the Terms. You acknowledge that you have no right to have access to the MobiCash App in source code form. Unless expressly provided in this Agreement, nothing in this Agreement shall be interpreted as granting you a licence to use any of our Intellectual Property Rights.

## 21. Transferring this Agreement to another person

21.1 These Terms of Service and the benefit of the rights, obligations and licenses granted under these Terms of Service may not be transferred (or as known in legal terms, "assigned") by you without Compass Plus' prior written consent. This is mainly because, if you were free to transfer this Agreement, we may not be able to provide the service and comply with our legal obligations. However, these Terms of Service and the benefit of the rights, obligations and licenses granted to Compass Plus under these Terms of Service shall be freely transferrable (assignable) by Compass Plus, but this will not affect your rights or our obligations under these Terms of Service. If you object to us transferring (assigning) this Agreement you may close your Account as set out in this Agreement.

## 22. Making complaints and your release of us from any third party claims

22.1 **Chargebacks and Refunds.** For disputes related to chargebacks, unauthorised payments and refunds, please contact your Payment Method Issuer or Third Party Supplier. You should consult the terms and conditions governing your Payment Method and your relationship with the Third Party Supplier for more information about any chargeback or refund procedures.

22.2 **Disputes with us.** In the event of any dispute or difference or claim howsoever arising between you and us in connection with or in relation to these Terms of Service, including any dispute regarding the existence, validity or termination of these Terms of Service you should, in the first instance, contact the Customer Service team by selecting an appropriate option in the Settings menu within the App. We aim to respond to any complaint or dispute as quickly as possible and with a view to finding a satisfactory solution.

22.3 **Not involving us in third party claims.** You agree that you will not involve Compass Plus, or if you do, you will release us, from any litigation or other dispute arising out of, or related to, any Transaction, agreement, or arrangement with any Third Party Supplier, Payment Recipient, advertiser or other third party in connection with the Service.

## 23. Other important terms

23.1 **No waiver of rights.** The failure or any delay by Compass Plus to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision and shall not mean that you do not have to comply with your obligations under these Terms. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you. If any provision of these Terms of Service shall be interpreted by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that these Terms of Service shall otherwise remain in full force and effect and remain enforceable between you and Compass Plus.

23.2 **No agency etc.** We are an independent contractor for all purposes when carrying out our obligations under these Terms. Nothing in these Terms is intended to, or shall be deemed to, establish any other kind of legal relationship including: partnership, agency, trustee, fiduciary duty, joint venture or any other form of legal association between us.

23.3 **Headings are for convenience only.** Headings used in these Terms are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such sections.

23.4 **Third party rights.** The Contract (Rights of Third Parties) Act 1999 allows persons who are not party to a contract to, in certain circumstances, enforce terms of contracts that benefit them in some way, or which the contract allows them to enforce. Except for any of our Group Companies and the other persons referred to in section 14 as a Compass Plus Party, a person who is not party to this Agreement has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any term or condition of this Agreement but this does not affect any right or remedy of a third party specified in this Agreement and which exists or is available apart from that Act.

23.5 **Conflict of terms.** In the event of a conflict between these Terms of Service and any other Compass Plus agreement or Policy, these Terms of Service shall prevail on the subject matter of these Terms of Service.



- 23.6 **No limit of rights.** These Terms of Service do not limit any rights that Compass Plus may have under trade secret, copyright, patent, or other laws. Compass Plus' failure to assert any right or provision under these Terms of Service shall not constitute a waiver of such right or provision.
- 23.7 **Severability.** Each of the sections of these Terms operates separately. If any provision of these Terms of Service is invalid or unenforceable under the Applicable Law, the remaining provisions will continue in full force and effect and will be reformed to be valid and enforceable while reflecting the intent of the parties to the greatest extent permitted by law.
- 23.8 **Interpretation.** Use of the word "including" in this Agreement, should also include the words: "without limitation" immediately following the word "including". Words in the singular include the plural and those in the plural include the singular. A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment, and includes any subordinate legislation for the time being in force made under it.
- 23.9 **Governing law and jurisdiction.** These Terms are governed by English law. This means that this Agreement and any dispute or claim arising out of, or in connection with it, will be governed by English law. You and we both agree to that the courts of England and Wales will have exclusive jurisdiction, although we retain the right to bring proceedings against you for breach of this Agreement in your country of residence or any other relevant country.
- 23.10 **Other places where you can find help.** General law (for example, about consumer protection) applies to this Agreement and the Services we provide to you under it. For further information about your statutory rights contact your local Trading Standards Department or Citizens' Advice Bureau.

## 24. Words and Phrases with Special Meanings

24.1 The following words and phrases shall have the indicated meanings:

**"3D Secure Password"**: your personal password (unique online identifier) that you may have already created with your Payment Method Issuer to help guard your Payment Method against unauthorised use when making purchases on the Internet. This password is also known as a Verified by Visa and/or MasterCard SecureCode password.

**"Applicable Law"**: any or all applicable laws, rules and regulations applicable to the Services.

**"App Store"**: a type of digital distribution platform for mobile applications.

**"App Store Rules"**: any and all rules and/or terms of use, and/or terms of service and/or terms and conditions and/or regulations and/or such similar agreements that govern your use of an App Store.

**"Bill"**: payment requisites, an itemised invoice, list or statement of fees or charges for Products generated and presented by a Third Party Supplier or under its instructions, or by Payment Recipient, in order to initiate a payment process using the MobiCash Service.

**"Bill ID"**: an identification number of a Bill.

**"Business Day"**: a day that is not a Saturday or Sunday or a public or bank holiday in the United Kingdom.

**"Card and Payment Scheme"**: Visa, MasterCard and/or national or local payment systems (if such apply; further information can be found on the Site).

**"Compass Plus", "we", "us" or "our"** means Compass Plus (Great Britain) Limited and includes its successors and any person to whom it has transferred its rights under this Agreement.

**"Compass Plus Parties"** has the meaning set out in section 13.3.

**"Content"** has the meaning set out in section 14.3(c).

**"Credentials"**: the security instruments and/or procedures defined in section 11.1 and which may apply to any or all use of our Services.

**“Customer Service”, “Customer Services” or “Customer Service Team”:** our customer service representative(s), who you can reach by choosing an appropriate menu option from the Settings menu inside the App and/or from whom you can request a call back through the App, when applicable.

**“Essential Notifications”** has the meaning set out in section 19.1.

**“Group Company”:** any subsidiary undertaking and/or parent undertaking of a person and/or any subsidiary undertaking of any such parent undertaking.

**“FAQ”, “Help Centre”:** the frequently asked questions section that can be found within the App and on the Site that provides the answers to the most common questions you may have when using the App and/or the Service.

**“Intellectual Property Rights”:** all patents, copyrights (including copyright in the source code, object code, developer tools, data, materials, content and printed and electronic specifications, integrations guides, procedures manuals and related documentation) design rights, trademarks, service marks, trade secrets, know-how, business names, trade names, database rights and other rights in the nature of Intellectual Property Rights (whether registered or not) and all applications for the same which may now, or in the future, subsist anywhere in the world, including the right to sue for and recover damages for past infringements.

**“Loyalty Rewards”:** loyalty program points, coupons, rewards or other incentives issued by a Third Party Supplier that can be redeemed for goods, services or other rewards issued by the Third Party Supplier and are subject to the Third Party Supplier’s terms and conditions.

**“MobiCash”, “MobiCash App”, “App”:** the MobiCash software application that enables you to execute Transactions at locations that accept payments using our Services (including via MobiCash QR Codes).

**“MobiCash Account” or “Account”:** the account you create with us for the use of Services, this account is made available to you upon your completion of the MobiCash registration process.

**“MobiCash Loyalty”:** the loyalty scheme that may include discounts, coupons, vouchers, rewards or other incentives issued by a Third Party Supplier in cooperation with us intended to promote the use of the Service. These may be redeemed against goods and/or services at Third Party Supplier locations that accept MobiCash as a payment option. This loyalty scheme is subject to the Third Party Suppliers’ terms and conditions.

**“MobiCash QR Code”:** a quick response code (a type of two-dimensional bar code) used by us and our Services to facilitate a Transaction.

**“Mobile Device”, “Device”:** the mobile phone, smart phone, or any other device you use to facilitate Transactions using our Services (which includes, where relevant, via the MobiCash App).

**“Offers”:** vouchers, coupons, discounts, promotional codes, promotions (customised or otherwise) or other valuable content, which a Third Party Supplier may issue, provide and/or make available as part of its goods and/or service offering and which may be used by you.

**“Payment Method”:** payment by credit card, debit card, charge card, stored value card or any other accepted method of payment or payment instrument that can be registered in your MobiCash Account.

**“Payment Method Issuer”:** the bank or other third party, which you have entered into a contract with to allow the issue and use of your Payment Method.

**“Payment Recipient”:** an individual or legal entity to whom you are sending a payment using MobiCash Service.

**“Personal Data”:** any data relating directly or indirectly to an individual from which the identity of the individual can be directly or indirectly ascertained.

**“PIN”:** the personal identification number nominated by you to use the Services (including permitting access to your Account).

**“Product”:** any merchandise, good or service offered or provided by a Third Party Supplier.

**“Restricted Activities”:** the activities described in section 9.2.

**“Service”, “Services”, “MobiCash Service”, “MobiCash Services”**: the services described in these Terms of Service including the MobiCash App and related services provided by Compass Plus that facilitates Transactions, together with any other payment processing services and related products or services made available to you by us from time to time.

**“Site” or “Sites”**: any URL or URLs such as [www.mobicashpayments.com](http://www.mobicashpayments.com) that we use to provide the Services (in whole or in part) to you.

**“Technology”**: technology used or supported by the MobiCash App or the Services.

**“Third Party Supplier”**: a business organisation or any other legal entity or person (including tradesman), who are registered with us as a merchant, and who are able to accept payments for Products or any other payments (including, donations) through the MobiCash App.

**“Transaction”**: the processing of a payment using a Payment Method that results in the Transaction Amount being debited, charged or by any other means transferred from you to the Third Party Supplier/Payment Recipient.

**“Transaction Amount”**: the value amount of a Transaction to pay for a Product, which may also include any applicable taxes, postage charges or other related fees.

**“User Guide”**: the contextual in-App document that describes each individual screen of the App to you and sets the general guidelines for using the App.

**“You”, “your”**: a person that applies to or registers to use, or uses, the Services.

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