

TIPPS TERMS OF USE

THESE TERMS OF USE (“**TERMS**”) SET OUT THE TERMS AND CONDITIONS ON WHICH TIPPS LIMITED (COMPANY REGISTRATION NUMBER: 09408369) HAVING IT’S REGISTERED OFFICE ADDRESS AT 27 OLD GLOUCESTER STREET, LONDON, UNITED KINGDOM, WC1N 3AX (“**WE**”, “**US**” OR “**OUR**”) PROVIDES YOU (“**YOU**” OR “**YOUR**” OR “**USER**”) WITH ACCESS TO AND USE OF THE TIPPS WEBSITE OR MOBILE APPLICATIONS AND RELATED SERVICES (EACH REFERRED TO AS AN “**APP**”).

PLEASE READ THESE TERMS VERY CAREFULLY AND, IF YOU ARE UNDER 18, PLEASE PAY PARTICULAR ATTENTION TO CLAUSES 2.3.3 & 4.4.1 BELOW.

TO USE THE APP, YOU WILL NEED A DEVICE (AS DEFINED BELOW) CAPABLE OF ACCESSING THE APP.

YOU ACKNOWLEDGE AND AGREE THAT BY CLICKING ON “ACCEPT OUR TERMS OF USE” WHEN ASKED TO DO SO, YOU SIGNIFY THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS AND THAT YOU WILL USE THE APP IN ACCORDANCE WITH THEM. IF YOU DO NOT ACCEPT THESE TERMS, YOU WILL NOT BE ABLE TO AND SHOULD NOT ATTEMPT TO USE THE APP.

WE MAY MODIFY OR UPDATE THESE TERMS AT ANY TIME. ANY SUCH MODIFICATION OR UPDATE WILL BE DISPLAYED AND ACCESSIBLE THROUGH THE APP. IT IS YOUR RESPONSIBILITY TO CHECK THESE TERMS, INCLUDING ANY UPDATES OR MODIFICATIONS WHICH MAY BE MADE BY US FROM TIME TO TIME. BY CONTINUING TO USE THE APP YOU ACKNOWLEDGE THAT YOU AGREE TO BE BOUND BY THE TERMS AS ARE IN FORCE AT THAT TIME.

1. Definitions

The following definitions and terms will have the following meanings in these Terms:

“ Account ”	means your account on the App, through which You can access Your Profile and manage your preferences;
“ Comment ”	means any comments or other information You may make through the App about your experience at a Retail Outlet;
“ Contract ”	means the contract between You and Us in respect of Your use of the App, which incorporates these Terms;
“ Device ”	means any device that You access the App on, including any smartphone or tablet;
“ Overall Rating ”	means the overall rating for Your visit to a Retail Outlet, grading Your overall experience on a scale of 1-5;
“ Purpose ”	means to copy, display, modify, distribute, sub-licence, host, retain for archiving purposes and publish for Our own business purposes;
“ Profile ”	means information, including without limitation, Your name, e-mail address, preferences and other information about You held by Us and published on the App and which forms part of Your Account;
“ Questions ”	means questions which relate to Your visit to a Retail Outlet, grading Your experience in relation to such question.
“ Retail Outlet ”	means a retail outlet of the Service Provider appearing on the App, which You may Review

“Review”	means Your answers to the Questions, Your Overall Rating, any Comments, which will provide a review of your experience visiting the Retail Outlet;
“Service Provider”	means an organisation which operates Retail Outlets;

2. About TIPPS Ltd

- 2.1 The App is owned and managed by TIPPS Ltd. All information supplied through the App is managed by Us.
- 2.2 TIPPS Ltd can be contacted by email to [info@tippsapp.co.uk].
- 2.3 By registering and using the App, You warrant that:
 - 2.3.1 You are legally capable of entering into binding contracts;
 - 2.3.2 You are not in any way prohibited by any applicable law, in the jurisdiction in which You access and use the App, to enter into these Terms; and
 - 2.3.3 You are at least 18 years old. If You are under the age of 18, You must ask a parent or guardian over the age of 18 to enter into these Terms on Your behalf. As a parent or guardian of someone under the age of 18, You are responsible for ensuring that person's use of the App is at all times in accordance with these Terms.

3. Registration and use of the App

- 3.1 In order to access and use the App, You must first register with Us.
- 3.2 You may sign in and register an Account with Us through the App.
- 3.3 When registering with Us, We will ask You for a few personal details.
- 3.4 You hereby warrant that the information that You submit to Us through the registration process and thereafter is truthful, accurate and error-free. You further warrant that You will inform Us promptly in the event that Your details change.
- 3.5 You agree that at all times, You shall:
 - 3.5.1 not allow any other person to use Your Account;
 - 3.5.2 not use the information presented on the App for any purposes other than those expressly set out in these Terms;
 - 3.5.3 not do anything likely to impair, interfere with or damage or cause harm or distress to any persons using the App;
 - 3.5.4 promptly notify Us if there is any actual or suspected breach of security or any unauthorised use or attempted use of Your Account;
 - 3.5.5 not use the App with an incompatible or unauthorised Device;
 - 3.5.6 co-operate with any reasonable security or other checks or requests for information We make from time to time; and
 - 3.5.7 use the information made available to You via the App at Your own risk.

We reserve the right to accept or reject any Account applications and to refuse Your access to the App at any time at Our sole discretion. Further, without prejudice to Our rights and remedies, We reserve the right to promptly disable Your Account and suspend Your access to the App if We have any reason to believe that You have breached any of the provisions of these Terms.

4. Leaving Reviews through the App

- 4.1 Subject to these Terms, We hereby grant to You a non-exclusive, non-transferable, terminable licence to use the App on Your Device. This licence is in respect of Your use of the App for Your own personal, non commercial purposes only.
- 4.2 Except as expressly permitted in these Terms, You shall not, and shall not permit others to (i) modify, translate, create derivative copies of or copy the App, in whole or in part; (ii) reverse engineer, decompile, disassemble or otherwise reduce the object code of the App to source code form; (iii) distribute, sub-licence, assign, share, timeshare, sell, rent, lease, grant a security interest in, use for service bureau purposes, or otherwise transfer the App or Your right to use the App; (iv) remove or modify any copyright, trademark, or other proprietary notices belonging to Us or Our licensors contained within the App; or (v) use the App in any manner not expressly authorised by these Terms.
- 4.3 Once You have registered with Us, You will be able to provide Reviews through the App and/or other links it may provide.
- 4.4 You shall, at all times:
 - 4.4.1 comply with all applicable laws, regulations, directives and legislations in Your use of the App, including any age restrictions which may apply to a Retail Outlet, for example the need to be over 18 years of age to purchase alcohol;
 - 4.4.2 ensure Your Reviews are honest, truthful and representative of Your experience at the applicable Retail Outlet;
 - 4.4.3 comply with any guidelines provided or reasonable instructions issued by Us from time to time in respect of Your use of the App;
 - 4.4.4 ensure Your Device:
 - 4.4.4.1 complies with any minimum specifications required for Your Device to install and use all features of the App; and
 - 4.4.4.2 contains adequate anti-virus protection.
- 4.5 You shall not use the App and/or any information or data taken from or derived from use of the App:
 - 4.5.1 to commit any criminal act, promote any illegal activities or provide instructional information about illegal activities, including violating someone else's privacy or providing or creating computer viruses;
 - 4.5.2 to post anything which could be considered defamatory or blasphemous, or which is likely to cause any person, including a member of staff of a Retail Outlet, any form of harm or distress;
 - 4.5.3 to infringe any intellectual property rights or other rights of any third parties;

- 4.5.4 in a way that may reasonably be deemed to be offensive, illegal, inappropriate or in any way promote racism, bigotry, hatred or physical harm of any kind against any group or individual or to harass or advocate harassment of another person;
- 4.5.5 to display pornographic or sexually explicit material; and
- 4.5.6 to engage in or promote commercial activities and/or sales, including but not limited to contests, sweepstakes, barter, advertising and pyramid schemes, without Our prior written consent,

and We reserve the right to remove from the App any of Your Reviews, together with any Tips that You may have been awarded as a result of such Reviews, brought to our attention for being in breach of this clause 4.5.

- 4.6 We do not verify or moderate Reviews. You shall notify Us in writing immediately if You become aware of any breach of these Terms and/or inappropriate behaviour in connection with the App.
- 4.7 In the event that We, in Our sole discretion, consider that You are making any illegal and/or unauthorised use of the App, and/or Your use of the App is in breach of these Terms, We reserve the right to take any action that We deem necessary, including terminating without notice Your use of the App and, in the case of illegal use, instigating legal proceedings.

5. Availability of the App

- 5.1 We will use Our reasonable endeavours to make the App available to You at all times, but We cannot guarantee that the App will be uninterrupted or fault free.
- 5.2 The electronic communications network, through which the App is supplied, is not controlled by Us and may from time to time be upgraded, modified, subject to maintenance work or otherwise amended by the owner of that network. Such circumstances may result in the App being temporarily unavailable. We will take reasonable action to minimise the disruption caused by such circumstances, but some such interruptions may not be avoidable.
- 5.3 We use industry standard security measures to protect against the loss, misuse and alteration of the information, data and/or content handled by Us. However, You acknowledge and agree that We cannot guarantee complete security of such information, data and/or content or that Our security measures will prevent hacks, worms, bugs, trojans or such other similar devices that may allow access to or unauthorised viewing of such information, data and/or content.
- 5.4 We reserve the right to make changes to the App or any part thereof from time to time including without limitation, the removal, modification and/or variation of any elements, features and functionalities of the App.

6. Term and Termination

- 6.1 Subject to clause 3.5, Your Contract shall commence on the date You register with Us. Your Contract shall remain in full force and effect for the duration of Your registration with Us.
- 6.2 You may terminate Your registration as a User at any time by deleting Your Account or by e-mailing notice of termination, sent to Our email address detailed in these Terms.
- 6.3 Upon giving You notice by email, We may at any time and without cause, terminate Your Contract, deny You access to the App and delete Your Account on the provision of seven (7) days notice to You.
- 6.4 We may terminate Your Contract, deny You access to the App and delete Your Account, including without limitation Your Profile, with immediate effect and without any notice to You if:

- 6.4.1 We are no longer able to make the App available to You;
 - 6.4.2 We believe that there has been fraudulent use, misuse or abuse of the App;
 - 6.4.3 We believe that You have provided Us with false, inaccurate or misleading information in respect of Your registration and/or use of the App; or
 - 6.4.4 You are in breach of any of these Terms.
- 6.5 In the event of termination of these Terms for any reason:
- 6.5.1 We will cease providing the App to You, including denying You access to the App; and
 - 6.5.2 the rights granted to You under these Terms shall cease and You must not attempt to use theApp.
- 6.6 This clause 6.6 and clauses 7. / 8. / 10. / 11. and 13.3 inclusive shall survive termination of Your Contract for any reason, and shall be valid and enforceable against You and Us.

7. Intellectual Property

- 7.1 Other than in relation to any links to third party websites, We own or have a licence to use all right, title and interest in and to the App, including without limitation all copyright and any other intellectual property rights therein. These Terms shall not be construed to convey any title to or ownership of the App or the content contained therein to You. All rights in and to the Web App content not expressly granted to You are reserved by Us.

8. Licence

- 8.1 Subject to these Terms, you hereby grant to us a non-exclusive, perpetual, irrevocable, non-terminable, transferable, sub-licensable and royalty-free licence to use Your Reviews for the Purpose.
- 8.2 You hereby unconditionally and irrevocably waive all moral rights attaching to the Reviews pursuant to Chapter IV of Part I of the Copyright, Design and Patents Act 1988 and any similar or corresponding rights.

9. Third Party Websites

- 9.1 We may link to third party websites, including without limitation Service Providers and payment companies. We do not endorse or recommend such websites and You must satisfy Yourself that any goods or services referred to thereon are suitable for Your requirements. These are not provided as an endorsement by Us of the contents on such third party websites. As We have no control over such external sites and resources, You acknowledge and agree that We are not responsible for the availability of such external sites or resources, and do not endorse, and are not responsible or liable for any content, advertising, products, services or other materials on or available from such external sites or resources.
- 9.2 You acknowledge and agree that We shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with Your use of or reliance on any such content, goods or services available on or through any such external sites or resources. If You decide to access linked third party websites, You do so at Your own

risk. Any concerns regarding any external link should be directed to its respective site administrator or web master.

10. Warranties

- 10.1 Any content, information or material comprising part of the App does not constitute advice or a recommendation and therefore it should not be solely relied on to assist in making or refraining from making a decision, or to assist in deciding on a course of action.
- 10.2 We do not guarantee, warrant or make any representation that the functions contained in the App will meet Your requirements, or that the operation of the App will be uninterrupted or error-free, or that defects in the Web App will be corrected.

11. Liability

- 11.1 **We are responsible to You for foreseeable loss and damage caused by us.** If We fail to comply with these Terms, We are responsible for loss or damage You suffer that is a foreseeable result of Our breaking this contract or Our failing to use reasonable care and skill. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both We and You knew it might happen.
- 11.2 **Subject to clause 11.5, Our maximum aggregate liability** if We fail to comply with these Terms and You suffer foreseeable loss or damage as a result shall be limited to five hundred pounds sterling (£500.00).
- 11.3 **We are not responsible for any loss or damage that is not foreseeable.**
- 11.4 **We only supply the App for Your own private use.** You agree not to use the Services for any commercial, business or re-sale purpose, and We have no liability to You for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 11.5 **We do not exclude or limit in any way Our liability for:**
 - 11.5.1 death or personal injury caused by Our negligence;
 - 11.5.2 fraud or fraudulent misrepresentation; or
 - 11.5.3 breach of the terms implied by the Consumer Rights Act 2015.

12. Data Protection and Privacy Policy

- 12.1 We will only use Your data and any personal information in accordance with our Privacy Policy. For details, please go to www.tipps.co.uk to see Our Privacy Policy. The terms of the Privacy Policy form part of these Terms and You agree to be bound by them.

13. General

- 13.1 We may transfer Our rights and obligations under these Terms to another organisation. We will contact You to let You know if We plan to do this.
- 13.2 You need Our consent to transfer your rights to someone else. You may only transfer Your rights or your obligations under these Terms to another person if We agree to this in writing.
- 13.3 This Contract is between You and Us. No other person shall have any rights to enforce any of its Terms.
- 13.4 You may print and keep a copy of these Terms, which form the entire agreement and understanding between You and Us and supersede any other agreements, communications or advertising (whether oral or in writing) made with respect to the subject matter hereof.
- 13.5 These Terms and their performance shall be governed by and construed in accordance with the laws of England and Wales, and the parties hereby submit to the exclusive jurisdiction of the courts of England.
- 13.6 Each of the clauses of these Terms operate separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.
- 13.7 Any failure or delay by Us to enforce at any time any of these Terms will not be considered a waiver of Your right to comply with any of the Terms or Our right to enforce each and every term or condition of these Terms.
- 13.8 Nobody else has any rights under this Contract. This Contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the Contract.
- 13.9 We may alter or amend these Terms by giving reasonable notice on the App. By continuing to Use the App after expiry of the notice period, You will be deemed to have accepted any amendment to these Terms. If, on receipt of such notice, You wish to terminate Your Contract with Us, You may do so by giving Us notice of termination, such termination to take effect on the date upon which the amended Terms would otherwise have come into effect.

14. EVENTS OUTSIDE OUR REASONABLE CONTROL

- 14.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under this Terms that is caused by an Event Outside Our Control.
- 14.2 **What We mean by an Event Outside Our Control.** An “Event Outside Our Control” means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.
- 14.3 If an Event Outside Our Control takes place that affects the performance of our obligations under these Terms:
 - 14.3.1 We will contact You as soon as reasonably possible to notify you;

14.3.2 Our obligations under this Agreement will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Outside Our Control.