



## Terms & Conditions

### CollectPlus: StoreScan

Terms Effective: November 2018

#### PLEASE READ THESE LICENCE TERMS CAREFULLY

1. By downloading and using this App (as defined below) you agree to these terms. Where you download this App on behalf of your employer or business, you confirm you have the authority to agree to these terms on behalf of your employer or business. If you do not agree to these terms do not use the App. Where you have employees who will use the App, you are responsible for your employees' use of the App in compliance with these Terms.
2. These terms govern use of the App by you, your business or your employer. Your provision of the Collect+ Service (as defined below) is governed by the separate agreement you, your business or your employer have with PayPoint Network Limited or any of its group companies (the "Collect+ Service Agreement").
3. You may not use this App unless you are an existing provider of the Collect+ mailing and parcel service to end customers, and you have a Collect+ Service Agreement (the "Collect+ Service"). Simply downloading or attempting to use this App does not permit you to provide the Collect+ Service.

#### WHO WE ARE AND WHAT THIS AGREEMENT DOES

4. PayPoint Network Limited (company number 02973115) of No 1 The Boulevard, Shire Park, Welwyn Garden City, Hertfordshire, AL7 1EL ("PayPoint" or "We" or "Us") license you to use the Collect+: StoreScan app mobile application software, the data supplied with the software (the "App") and any updates or supplements to it as permitted in these terms.

#### YOUR PRIVACY

5. We only use any personal data We collect through your use of the App and the Services in the ways set out in our [Privacy Statement](#).
6. This App is for use in relation to the Collect+ Service and is not for personal use. We do not require you to provide personal data in order to use the App. Please ensure any data supplied is business information (such as business e-mail addresses or phone numbers) in accordance with the terms of the Collect+ Service Agreement.
7. You must not use the App to collect or process personal data in relation to any Collect+ Service customer other than in relation to the provision of the Collect+ Service.
8. Please be aware that internet transmissions are never completely private or secure and that any message or information you send using the App or any Service may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

#### APPSTORE AND PAYPOINT TERMS

9. The ways in which you can use the App may also be controlled by the app stores' rules and policies you downloaded this app from, as well the Collect+ Service Agreement and any applicable laws and/or regulations. Where any conflict exists between any of these terms, such conflict will

be resolved in the following order of priority: (a) any applicable laws and/or regulations (b) the applicable app store's rules and policies, (c) the Collect+ Service Agreement (d) these terms.

### **OPERATING SYSTEM REQUIREMENTS**

10. We are not responsible for use the App which is used on devices which do not meet our minimum hardware and software specifications, as set out in guidance materials on the app store you downloaded this App from, or as set out in any materials provided to you by PayPoint.

### **SUPPORT FOR THE APP AND HOW TO TELL US ABOUT PROBLEMS**

11. If you want to learn more about the App or the Collect+ Service, or have any problems using them please take a look at our support resources at <https://www.paypoint.com/en-gb/contact>.

12. If you think the App is faulty or misdescribed or wish to contact Us for any other reason please email us at [contactus@paypoint.com](mailto:contactus@paypoint.com).

13. If We have to contact you We will do so either via this App or via any other means as may be set out in the Collect+ Service Agreement.

### **HOW YOU MAY USE THE APP**

14. We are giving you (which includes your employer or business) the personal right to use the App as set out below. You may not otherwise transfer the App to someone else, whether for money, for anything else or for free. In return for your agreeing to comply with these terms you may:

14.1 Download a copy of the App onto a total of 10 devices for the entire business authorised to provide the Collect+ Service and view, use and display the App on such devices for delivery of the Collect+ Service only;

14.2 Use any documentation provided with this app to support your permitted use of the App;

14.3 Make a single copy of this App for backup purposes; and

14.4 Receive and use any free supplementary software code or update of the App incorporating "patches" and corrections of errors as We may provide to you.

15. You must be 16 or over to accept these terms and download the App.

16. You must delete this App from your device if:

16.1 If you sell any device on which the App is installed;

16.2 You cease to work at the business that is authorised to provide the Collect+ Service (which for the avoidance of doubt includes where you join another business that is authorised to provide such service, you must delete the App and only re-install it as directed by your new business); or

16.3 Your business or employer ceases to become authorised to provide the Collect+ Service (in which case this App must be deleted from all devices used by you, your business or your employer to provide the Collect+ Service).

17. If you download or stream the App onto any phone or other device not owned by you, you must have the owner's permission to do so. You will be responsible for complying with these terms, whether or not you own the phone or other device.

### **CHANGES TO THESE TERMS**

18. We may need to change these terms to reflect changes in law, best practice or to deal with additional features or changes, whether to the App or the Collect+ service, which We introduce.
19. We will endeavour to give you at least 28 days' notice of any change in writing (which may be delivered through the App when you next start it).
20. If you do not accept the notified changes, you will not be permitted to continue to use the App.

### **UPDATE TO THE APP AND CHANGES TO THE SERVICE**

21. From time to time We may automatically update the App and change the Collect+ service to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Alternatively, We may ask you to update the App for these reasons.
22. If you choose not to install such updates or if you opt out of automatic updates you may not be able to continue using the App or the Collect+ service.

### **WE ARE NOT RESPONSIBLE FOR OTHER WEBSITES YOU LINK TO**

23. The App may contain links to other independent websites which are not provided by Us. Such independent sites are not under our control, and We are not responsible for and have not checked and approved their content or their privacy policies (if any).
24. You will need to make your own independent judgement about whether to use any such independent sites, including whether to buy any products or services offered by them.

### **LICENCE RESTRICTIONS**

25. You agree that you will:

- 25.1 not rent, lease, sub-license, loan, provide, or otherwise make available, the App in any form, in whole or in part to any person without prior written consent from Us;
- 25.2 not copy the App or accompanying documentation, except as part of the normal use of the App or where it is necessary for the purpose of back-up or operational security;
- 25.3 not translate, merge, adapt, vary, alter or modify, the whole or any part of the App or accompanying documentation, nor permit the App or any part of it to be combined with, or become incorporated in, any other programs, except as necessary to use the App on devices as permitted in these terms;
- 25.4 not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the App nor attempt to do any such things, except to the extent that (by virtue of sections 50B and 296A of the Copyright, Designs and Patents Act 1988 or any legislation later in its place) such actions cannot be prohibited because they are necessary to decompile the App to



obtain the information necessary to create an independent program that can be operated with the App or with another program (the “Permitted Objective”), and provided that the information obtained by you during such activities:

- 26 is not disclosed or communicated without the Licensor's prior written consent to any third party to whom it is not necessary to disclose or communicate it in order to achieve the Permitted Objective; and
- 27 is not used to create any software that is substantially similar in its expression to the App;
- 28 is kept secure; and
- 29 is used only for the Permitted Objective;
- 30 comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the App.

#### **ACCEPTABLE USE RESTRICTIONS**

- 31 You must:
  - 31.1 not use the App or the Collect+ Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the App or any other software and/or hardware provided by PayPoint (or any of its group companies);
  - 31.2 not infringe our intellectual property rights or those of any third party in relation to your use of the App (to the extent that such use is not licensed by these terms);
  - 31.3 not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App or provision of the Collect+ Service;
  - 31.4 not use the App or the Collect+ Service in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users, customers, suppliers of PayPoint (and its group companies); and
  - 31.5 not collect or harvest any information or data from the Collect+ Service or our systems or attempt to decipher any transmissions to or from the servers running the Collect+ Service.

#### **INTELLECTUAL PROPERTY RIGHTS**

- 32 All intellectual property rights in the App, and the accompanying documentation throughout the world belong to Us (and/or our licensors) and the rights in the App and the accompanying documentation are licensed (not sold) to you. You have no intellectual property rights in, or to, the App, accompanying documentation or the Collect+ Service other than the right to use them in accordance with these terms or as set out in any other agreement you may have with PayPoint.

#### **OUR RESPONSIBILITY TO YOU**

- 33 Where a fault or error is discovered which results in the App not performing substantially in accordance with the functions described in any accompanying documentation We provide you, and you have promptly informed Us, We shall use reasonable endeavours to respond to you in

accordance with any support commitments advised in our accompanying documentation. In addition, and subject to the fault or error not being caused by a factor as listed in Clause 34 below, We will use reasonable endeavours to remotely rectify such faults or errors as soon as reasonably possible and practicable.

- 34 In the event We are satisfied the App has developed a material or repeated fault or error, which results in the App not performing substantially in accordance with the functions described any accompanying documentation We provide you and which We are unable to rectify, you will be entitled as an exclusive remedy to a replacement of the App as soon as reasonably practicable PROVIDED THAT:
- 34.1 You have at all times used the App properly and in accordance with any accompanying documentation We provide you;
- 34.2 the fault or error is not caused by faults with your device, connection or telecommunications connection;
- 34.3 the fault or error is not caused by environmental conditions (including within your premises);
- 34.4 You have complied with all your obligations in these Terms and as set out the Collect+ Service Agreement.
- 35 We do not warrant or represent that the operation of the App will be uninterrupted or error-free. Further, you accept that internet transmissions are never completely private or secure and that any message or information You send using the App may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.
- 36 We shall use commercially reasonable efforts to check for the commonly known viruses but cannot warrant that the App shall be free from viruses or bugs.
- 37 Except as expressly provided elsewhere in these terms, all conditions, warranties or other terms which might form part of these terms, whether implied or otherwise, are excluded to the fullest extent permitted by law.
- 38 Other than Our liability in respect of death or personal injury caused by Our negligence, or in respect of fraud (including fraudulent misrepresentation), for which Our liability shall be unlimited, Our total liability for the provision of the App is as follows:
- 38.1 in respect of the App developing a material or repeated fault or error which results in the App not performing substantially in accordance with the functions described in any accompanying documentation we provide you, and subject to Clause 34, will be to replace the App;
- 38.2 whether direct, indirect or consequential, or in any other respects, We shall have no liability for any other loss or liability whatsoever to you.
- 39 The App and the Services have not been developed to meet your individual requirements. Please check that the facilities and functions of the App (as described on the app store you downloaded the app from and in any accompanying documentation we provide) meets your requirements.



- 40 If our provision of the Collect+ Service or support for the App or Collect+ Service is delayed by an event outside our control, then We will contact you as soon as possible to let you know and We will take steps to minimise the effect of the delay.

#### **WHEN WE MAY END YOUR RIGHTS TO USE THE APP**

- 41 We may end your rights to use the App and the Collect+ Service at any time by contacting you if you have broken in a serious way these terms or any terms of the Collect+ Service Agreement. If what you have done can be put right We will give you 14 days to do so.
- 42 If We end your rights to use the App and Services:
- 42.1 You must stop all activities authorised by these terms, including your use of the App and (if directed by Us) the Collect+ Service;
- 42.2 You must delete or remove the App from all devices in yours, your business' and/or your employer's possession (as directed by us) and immediately destroy all copies of the App which you have and confirm to Us that you have done this;
- 42.3 We may revoke your logon credential to use the App and cease permitting you to provide the Collect+ Service.
- 43 Termination of the Collect+ Service Agreement we may have with you, your business and/or your employer will terminate these terms and therefore your right to use the App. Deletion of this App from your devices will not terminate the Collect+ Service Agreement or your obligation to provide the Collect+ Service.

#### **TRANSFER OF THIS AGREEMENT TO SOMEONE ELSE**

- 44 We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and We will ensure that the transfer will not affect your rights under the contract.
- 45 You may only transfer your rights or your obligations under these terms to another person if We agree in writing.

#### **GENERAL**

- 46 This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.
- 47 Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 48 Even if We delay in enforcing this contract, We can still enforce it later. If We do not insist immediately that you do anything you are required to do under these terms, or if We delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent Us taking steps against you at a later date.
- 49 These terms shall be governed by and construed in accordance with the Laws of England and Wales and any matter arising under these terms may be decided by the courts of England and



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Wales, Scotland or Northern Ireland (should you be domiciled in either Scotland or Northern Ireland).