

Terms & Conditions

This is an agreement between you and Airtime Rewards Limited (details below), who are the company behind the Airtime Rewards mobile application (**AR, us, our** or **we**). Please read the following terms and conditions carefully. These terms, along with the Privacy Policy discussed below (and provided for at <https://www.airtimerewards.co.uk/privacy.html>), (together, these terms and conditions and the Privacy Policy are called the **Terms**), govern your access to and use of the AR mobile application (the **Application**) and any related interactive, supplemental and informational services made available to you as a consumer (**Services**) on any media platform (as described below) (together, the Application and Services are called the **Platform**), and constitute a binding contract between you, as a user of the Platform, and AR, the provider of the Platform (the **Agreement**). Your access to and use of the Platform requires your compliance with and agreement of these Terms. By downloading the Application, or accessing and/or using any part of the Platform, you agree to be bound by this Agreement. If there is anything in this Agreement which you don't understand, please contact us at info@airtimerewards.co.uk so we may be able to help you.

Information about us

We operate the Airtime Rewards Application, associated Services and Q-Park Rewards Programme. We are Airtime Rewards Limited, a limited company registered in England and Wales under company number 08731821 and with our registered office at Airtime Rewards Ltd, 1st Floor, Eagle Buildings, 62-68 Cross St, Manchester, M2 4JQ. Our main trading address is at Airtime Rewards Ltd, 1st Floor, Eagle Buildings, 62-68 Cross St, Manchester, M2 4JQ.

Your privacy is of utmost importance to us. You should read our Privacy Policy (<https://www.airtimerewards.co.uk/privacy.html>) to understand how we collect, use and share information about you. You will be referred to in these Terms as **you** or **your**.

What we do in a nutshell

We operate the Platform in accordance with these Terms which allows you to easily join, set up, manage and collect loyalty rewards (this is broken down into **Rewards** and the collection of Rewards leads you to be able to obtain spendable Rewards known as **Airtime Rewards**) in a number of different ways and redeem such Airtime Rewards as simple pre-paid credit, package bundles and/or monthly credit to offset against or apply towards your mobile phone bill (whether pre-paid or monthly). Other rewards can also be collected through the Q-Park Rewards Programme. These rewards can either be cash rewards or retailer gift vouchers.

You are able to collect Rewards in accordance with these Terms simply by (1) linking your applicable debit or credit card to the Application and spending in participating merchant stores (**Merchants**), (2) sharing deals which the Merchants publish to the Application, and/or (3) providing evidence to us that you have made a valid purchase of a promotion shared by the Merchant via the Application.

You are able to redeem Rewards, called **Airtime Rewards**, which allow you to use credit to offset against your applicable, or your applicable chosen, mobile phone bill or obtain credits to be used to purchase pre-paid vouchers for your applicable phone, or your applicable chosen phone. In each case, your mobile phone operator (**Network Provider**) must be a supported network on our Platform.

Cashback rewards and gift card rewards are made available to you as part of the Q-Park Rewards Programme.

Registration

We do not accept users with phone numbers from outside the UK, and we are not liable to or for any losses experienced by any person or business that is outside the UK. You will be unable to register for the Application if you are unable to provide a valid UK phone number or email address. We do not accept phone numbers which are not mobile phone numbers.

In order to access all features of the Platform, you must firstly register with us and set up an account with a valid phone number and pin code or email address and password (an **Account**). To create an Account, you must be of legal age (16 or over) and capable, under English Law, of entering into this Agreement. When you register using your mobile phone number you will be sent a unique pin code. You agree not to disclose your pin code to anyone else and that you will be solely responsible for any activities or actions taken under your Account, whether or not authorised by you. Please notify us immediately of any unauthorised use of your Account by emailing us at info@airtimerewards.co.uk. We are not liable for any loss or damage from your failure to comply with these requirements. You agree that the information you provide to us will be true, accurate, and complete in all respects. By creating an Account you consent to the use of: (i) electronic means to accept these Terms and to provide you with any notices given pursuant to the Terms; and (ii) electronic records to store information related to the Terms or your use of the Services. Alternatively, you may register and connect to the Platform and create an Account using authorisations via a third-party service (for example via your Facebook login) and in doing so: (a) you give us permission to access and use your information from that third-party service and to store your log-in token for that service as set out in our Privacy Policy (<https://www.airtimerewards.co.uk/privacy.html>) (b) you acknowledge and agree that you will be solely responsible for the security of that third-party login information and agree that we will not be liable for any action taken in accordance with your Account as a result of a breach of security of such third-party.

License

In consideration of you agreeing to abide by these Terms, we grant you a non-transferable, non-exclusive, personal licence to use the Application and Services on the supported devices (**Devices** and each a **Device**), subject to these Terms and the Appstore Rules or GooglePlay Rules incorporated into these Terms by reference. We reserve all other rights. You may download one copy of the Application onto your Device and access, view, use and display the Platform on the Device for your personal, non-commercial purposes only. Except as expressly set out in these Terms or as permitted by any local law, you agree: (i) not to copy the Application or Services except where such copying is incidental to normal use of the Application, or where it is necessary for the purpose of back-up or operational security; (ii) not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Application or Services; (iii) not to make alterations to, or modifications of, the whole or any part of the Application, or permit the Application or any part of it to be combined with, or become incorporated in, any other programs; (iv) not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the Application 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 Application with another software program, and provided that the information obtained by you during such activities: (iv)(a) is used

only for the purpose of achieving inter-operability of the Application with another software program; (iv)(b) is not unnecessarily disclosed or communicated without our prior written consent to any third party; and (iv)(c) is not used to create any software that is substantially similar to the Application; (v) to keep all copies of the Application secure and to maintain accurate and up-to-date records of the number and locations of all copies of the Applications; (vi) to include our copyright notice on all entire and partial copies you make of the Application on any medium; (vii) not to provide or otherwise make available the Application in whole or in part (including object and source code), in any form to any person without prior written consent from us; and (viii) to comply with all technology control or export laws and regulations that apply to the technology used or supported by the Application or any Services (“**Technology**”). By accepting these Terms you agree that all confidential information, copyright and other intellectual property rights in our Technology belong to us or the people who have licensed us to us such intellectual property rights. You acknowledge that you have no right to have access to the Application in source-code form.

Further applicable terms when Application downloaded from iTunes

The following terms also apply where you acquire our Application from the iTunes Store (**iTunes-Sourced Software**):

- You acknowledge and agree that our Terms are solely between you and us and not Apple Inc (**Apple**) and that Apple has no responsibility for the iTunes-Sourced Software or content whatsoever
- Your use of the iTunes Software must comply with the Apple app store Terms of Service
- You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the iTunes-Sourced Software
- In the event of any failure of the iTunes-Sourced Software to conform to any applicable warranty, you may notify Apple, and Apple will (if applicable) refund the purchase price for the iTunes-Sourced Software to you (to the maximum extent permitted by applicable law). Apple will have no other obligation or liability whatsoever with respect to the iTunes-Sourced Software, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be solely governed by these Terms and any law applicable to AR as the provider of the iTunes-Sourced Software.
- You acknowledge that Apple is not responsible for addressing any claims you or any third party have relating to the iTunes-Sourced Software or your possession and/or use of the iTunes-Sourced Software and all such claims are governed solely by these Terms and any law applicable to AR.
- You and AR acknowledge and agree that Apple and Apple’s subsidiaries are third party beneficiaries of these Terms and have the right to rely on these Terms as it relates to your license of the iTunes-Sourced Software.
- You agree that you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country and you are not listed on any U.S. Government list of prohibited or restricted parties.

Further applicable terms when Application downloaded from GooglePlay

The following terms also apply where you acquire our Application from the GooglePlay Store (**GooglePlay-Sourced Software**):

- You acknowledge and agree that our Terms are solely between you and us and not Google Inc (**Google**) and that Google has no responsibility for the GooglePlay-Sourced Software or content whatsoever

- Your use of the GooglePlay-Sourced Software must comply with the Google Play app store Terms of Service
- You acknowledge that Google has no obligation whatsoever to furnish any maintenance and support services with respect to the GooglePlay-Sourced Software
- In the event of any failure of the GooglePlay-Sourced Software to conform to any applicable warranty, you may notify Google, and Google will (if applicable) refund the purchase price for the GooglePlay-Sourced Software to you (to the maximum extent permitted by applicable law). Google will have no other obligation or liability whatsoever with respect to the GooglePlay-Sourced Software, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be solely governed by these Terms and any law applicable to us as the provider of the GooglePlay-Sourced Software.
- You acknowledge that Google is not responsible for addressing any claims you or any third party have relating to the GooglePlay-Sourced Software or your possession and/or use of the GooglePlay-Sourced Software and all such claims are governed solely by these Terms and any law applicable to Airtime Rewards.
- You and Airtime Rewards acknowledge and agree that Google and Google's subsidiaries are third party beneficiaries of these Terms and have the right to rely on these Terms as it relates to your license of the GooglePlay-Sourced Software.
- You agree that you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country and you are not listed on any U.S. Government list of prohibited or restricted parties.

Messaging and Push Notifications

As part of the Services we provide, you may receive push notifications, local client notifications, text messages, pictures messages, alerts, emails, advertisements, promotions or other types of messages directly sent to you outside or inside the Application ("**Push Messages**"). You have control over the Push Messages settings, and can opt in or out of these Push Messages through the Services or through your Devices' operating system (with the possible exception of infrequent, important service announcements and administrative messages). Please be aware that messaging fees may apply depending on the plan you have with your Network Provider.

For calls or text messages to the phone number you provide, by agreeing to these Terms you authorise us to send texts or calls to your phone. We have no intention of ever spamming you with unwanted messages and, as noted above, you are not required to provide this consent as a condition to using the Services and may opt out.

For notifications to other Devices, by agreeing to these Terms you authorise Airtime Rewards to send such notifications to the specific Device. Again, we have no intention of ever spamming you with unwanted notifications and, again, you are not required to provide this consent as a condition to using the Services and may opt out.

We may offer you the opportunity to invite your friends or contacts to download the Application and enjoy the Services. If you click to invite one or more of your friends or contacts using text messaging (SMS), Facebook or Twitter we may suggest content for the message/status/tweet/post. You can edit that suggested content, and if you choose to send such message/status/tweet/post those messages will be sent from the applicable functionality on your Device and we will not be responsible for any problems associated with the functionality of sharing such content from your Device. If you do choose to send such invitations, you represent to us that the recipients of such invitations have consented to receive such messages from you, and that those recipients do not consider such messages unwanted or unsolicited. In addition you confirm that all content included

on such messages and notifications will comply with these Terms, in particular you confirm all images, sounds, text or other information you submit or share will meet the terms detailed in the Rules of Acceptable Use and User Content (as set out below).

We, the Merchants and the Network Providers may provide advertising or promotions to you through the Application by text message, emails or by other means. These advertisements and promotions may be based on your User Content or other information available to us through the Application and associated Services. When delivering advertising or promotions we will only use information that identifies you in accordance with these Terms and the terms of our Privacy Policy (<https://www.airtimerewards.co.uk/privacy.html>).

Earning Rewards

Once you use the Services through the Application, you will have the ability to earn Rewards in a variety of ways (as indicated in the Application). You are responsible for ensuring that Rewards are properly credited, and you should check your Account regularly.

You may not combine or transfer Rewards with other persons and any trading of Rewards (including but not limited to selling for money and/or other goods and/or other services) via any method will result in your (and any other User included) disqualification from the Platform and forfeiture of all Rewards in your (and their) account. You may only apply an Airtime Reward to another person's mobile phone/Network Provider in accordance with these Terms, and again, any trading and or transfers of Airtime Rewards not completed in accordance with these Terms, and/or for any commercial (or other) benefit to you (including but not limited to selling for money and/or other goods and/or other services) via any method will result in your (and any other User included) disqualification from the Platform and forfeiture of all Rewards and/or Airtime Rewards in your (and their) account.

We reserve the right to change, add or remove the methods by which users can earn Rewards and earn and redeem Airtime Rewards, for any reason and without notice to you, in our sole discretion and at any time.

If you believe that Rewards were not properly accrued to your Account, please notify us by using the "Contact Us" form on our website/Application within 30 days of when you think the error occurred. Please allow 30 days for any claims to be researched and corrected as needed. Our determination will be final. Unfortunately we cannot guarantee that Rewards you believe should have been accrued can be credited to you later, if we cannot determine the action you took on the Application or at a participating Merchant's store or website (including social media sites). Among other reasons, technical problems with a scanning system or verification of transaction information may result in your action not being detected or verified accurately by the Application. While we try to prevent that from happening, neither we nor our affiliates and/or business partners can be held liable for your inability to accrue Rewards in such event.

We do not accept any responsibility or liability for any loss or damage you may incur:

- for any loss of revenue, business, anticipated savings or profits;
- any indirect, special or consequential loss, damage or other claims, howsoever caused or arising;
- resulting from any transaction via the site with any retailer;
- in connection with the accuracy or content of any reviews of products or services displayed on our Site or on any other website that you may access via our Site;

- arising from an inability to access our site, from any use of the site or from reliance on the data transmitted using the Site where such losses or damages are caused by any event beyond our reasonable control including as a result of the nature of electronic transmission of data over the internet;
- Where we are found to be liable to you, our total liability (regardless of how many claims are brought) shall be the total value of any Cashback you received during the previous 12 month period from when a claim is brought.
- In the event we do not receive the expected commission for a transaction for whatever reason, we will not be liable to pay the relevant Cashback to you.

You can make a Cashback claim, following the link here:

<https://form.jotformeu.com/airtimerewards/missingcashback>

Rewards When You Shop

Our Rewards When You Shop program lets you associate one or more of your credit or debit cards issued from certain card networks, stores or card issuers (each, a “**Card**”) with your Account using the Application, so you can be eligible to receive Rewards when you use that Card at a participating Merchant for certain qualifying purchases (“**Card Rewards**”). If you choose to associate a Card with your Account, we will direct you to a secure site operated by Airtime Rewards Limited, where you will be required to provide your Card information and agree, that certain transaction information from your associated Card can be shared with us as well as other Card network or issuer-specific terms and conditions, as applicable. We are responsible for the security of processing and transmitting your cardholder data in line with the Payment Card Industry Data Security Standard (“**PCI-DSS**”) when you associate one or more of your credit or debit cards on your account. We will use the information provided by a Card network or issuer solely to enable your participation in Rewards When You Shop by enabling redemption of offers from participating Merchants, sharing return information with participating Merchants to enable us to validate offer eligibility, award Points and/or Rewards and provide aggregated and anonymised reporting to the applicable participating Merchants, and for no other purpose. We, and each Card network or issuer, will not be responsible for any errors or mistakes associated with that secure site and we will only store your card number in accordance with these Terms and for the sole purpose of continued ability to participate in the Rewards When You Shop program. The Card network or issuer will register your Card on our behalf and will provide a non-Card number identifier to us that relates to your associated Card. Card networks and issuers’ only role in Rewards When You Shop is to provide data from your associated Card to enable your participation in Rewards When You Shop. Once you have associated a Card with Rewards When You Shop, you may remove the association at any time through the Application, however the Card network or issuer may still continue to deliver to us information about your returns at participating Merchants for a limited period of time after the association has been removed to use solely for the above purposes. You may only associate a Card with your Account if you are a registered user of the Application who also has a valid UK phone number associated with your Account. Card Rewards may not be used until a certain time period (for example, for statutory and other return policies associated with that participating Merchant) has expired. Typically this is between 30 and 45 days (or other statutory or other limits or expiries placed on the specific goods or services from time to time). If you make a return, the transaction is invalidated, disputed, or does not settle for any reason, then some or all pending Rewards will be removed from your Account, as determined and at our sole discretion. If you make a return for cash, store credit or credit to a different credit card, we may still need to take away some or all of your pending Rewards accordingly. We and the Card networks and issuers are not in any way liable for your use of the Card at a participating Merchant or elsewhere, any issues

you might have with the participating Merchant or the Card issuer, or any returns or attempted returns at the participating Merchant. Unfortunately we and the Card networks and issuers cannot be liable for any errors or omissions in awarding the Rewards for a number of reasons, including because we cannot control the accuracy of the information we may receive from a participating Merchant.

When you register a payment card in connection with transaction monitoring, you authorise Airtime Rewards Ltd will seek your consent to collect, process and share with its partners, as well as Visa, MasterCard, Amex and other necessary payment service providers (**Payment Service Providers**) your payment card information. We may not be able to provide our Services to you if you do not give your consent to such use of your personal data at the time of registration.

You may opt-out of transaction monitoring on the payment card(s) you have registered at any time by removing your payment card from your account. You can do this via the mobile application or via the website.

Rewards can't be earned on transactions made through:

1. Apple Pay, Android Pay and Samsung Pay
2. Wallet providers including PayPal and YoYo Wallet
3. Retailer store cards
4. Cards not bearing the Visa or MasterCard/Maestro symbols

Redeeming Airtime Rewards

You may only redeem airtime rewards (**Airtime Rewards**) listed in the Rewards section of the Application. You can select any credit package or bundle package available at that time for which you have accumulated sufficient balance for redemption. To redeem, click the selected item and follow instructions provided to claim the Airtime Reward. For some Airtime Rewards all you need to do is select the applicable package to apply it to your Account, which in turn will then be seen as a credit on your mobile phone bill (you will see Airtime Rewards Limited or AR as the provider of a credit on your phone bill) with your applicable Network Provider (depending on the actual date of redemption this may be seen as being redeemed against your current month's bill or the following months bill). Other Airtime Rewards (for example where such Airtime Reward is to be applied as a pre-pay top-up) you will receive an SMS with specific details on how to claim (with applicable instructions and time limits imposed). For each pre-pay top-up Airtime Reward you will be given a unique code which is issued by the applicable Network Provider to us, and once you have applied the sufficient number of Rewards to claim the specific Airtime Reward (listed in the Rewards section of the Application), we will provide you with the unique code and we are not responsible or liable for its value or the process as the Network Provider is in the position to supply and accept the unique codes. The application of an Airtime Reward is carried out directly by us. We apply the Airtime Reward with the specific Network Provider selected, which in usual circumstances should be completed within 24 hours, however, we shall not be liable for any delay in such completion as (and as detailed previously in these Terms), technology can present faults, issues and delays. You can access your unique code and the redemption process in the 'Transactions' section of the Application. Any communication which is detailed as being necessary to being sent to or applied to a particular phone number will be to the phone number provided. You are responsible for maintaining the accuracy of your contact information in your Account. We may modify the list of Airtime Rewards periodically, and reserve the right to modify the values and number of Rewards required for redemption of the Airtime Rewards at any time for any reason. We are the supplier of the Airtime Rewards, and any issue which you may have with the Airtime Rewards or the redemption process should be made in the first instance to us at support@airtimerewards.co.uk.

We will not however be responsible for the actions of the Network Providers in their administration and/or acceptance of the (unique codes).

Subject to reaching the applicable level, Rewards can be used as soon as they are reflected in your Account balance or may be accrued over time for later use prior to expiration or forfeiture, or termination of the Platform. Some Airtime Rewards may require additional time before they can be fulfilled. Rewards are not your property and have no cash value whatsoever and may only be redeemed for Airtime Rewards offered on the Platform. Rewards earned are not your property and cannot be sold, transferred, or assigned. Rewards may be revoked at any time by us in accordance with these Terms. All redemptions of Rewards for Airtime Rewards are final. Once you have applied a particular Airtime Reward in accordance with these Terms (and always in accordance with applicable laws) you shall not be able to claim any refund, exchange and other issue regarding the redeemed Airtime Reward. Restrictions may apply to certain Airtime Rewards. Merchants and Network Providers participating on the Application are subject to change at any time. You are responsible for the payment of any applicable taxes that may result from Airtime Rewards received as part of the Platform.

All Airtime Rewards are provided “as is” without warranty of any kind, either express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose or non-infringement.

Redeeming Rewards to your Bank Account

You may only redeem Rewards listed in the Rewards section of the Application. You can select any monetary amount available at that time for which you have accumulated sufficient balance for redemption. To redeem, click the selected item and follow instructions provided to claim the reward to your bank account. You are responsible for providing accurate bank account details and sort code when redeeming your reward and we cannot be held accountant for incorrect details being provided at the point of redemption.

Rewards redeemed to your bank account may take up to 14 days to appear on your bank account.

Redeeming Rewards as Gift Cards

You may only redeem Rewards listed in the Rewards section of the Application. You can select any monetary amount available at that time for which you have accumulated sufficient balance for redemption. To redeem, click the selected item and follow instructions provided to claim the reward to your bank account. Once you have chosen the reward and it has been issued there is no way of reversing the transaction.

Rewards redeemed as gift cards will be issued in real time and sent to the email address we hold on file.

Network Providers

We are proud to offer an impressive number of Network Providers who are supported on our Platform, and these will be displayed in full detail on our Application at the Supported Networks area.

You will only be able to use the Application and associated Services if your Network Provider is supported on our Platform. We will check this on registration (as per below) and each time you use the Application, and we will not be liable in any way in the event that your Network Provider is not supported on our Application at registration.

When you register your Account we will attempt to validate your mobile number and Network Provider using all the applicable information available to us and collected in accordance with these Terms (including in this case, information provided from your SIM card and/or directly from your Network Provider). In order to deliver the best possible service we continue to monitor and verify such information in order to determine and assess whether your Network Provider is still supported.

Change of Network Provider: the collection of Points and/or Rewards is personal to you and is done so with a valid UK phone number. We do however recognise that you may from time to time wish to change Network Provider and enable redemption of Rewards for Airtime Rewards with your new Network Provider. We do allow you to change your Network Provider via our Application provided that such Network Provider is supported on our Platform. In the event that your Network Provider is supported on our Platform you will be able to apply such Points and/or Rewards which you have already earned against your new Network Provider once you have confirmed the new Network Provider on our Application in the Supported Networks area. In the event that your new Network Provider is not supported on our Platform then you will be unable to use the Application and associated Services in accordance with these Terms. We accept no responsibility for any choice which you make in choosing a Network Provider, and we accept no responsibility for any losses which you may experience as a result of changing Network Providers. You may be able, in the event of you choosing an unsupported Network Provider, to apply your Airtime Rewards to another person in accordance with these Terms.

We have agreements with all of our supported Network Providers (as listed in the Supported Networks area of the Application) to apply credits to your Account. These credits are subject to daily and monthly limits and you are not able to breach these limits imposed on you either by us or via us by the Network Provider. The Application will enforce the limits when you come to redeem an Airtime Reward.

Some Network Providers may not support certain Merchants and/or other offers and promotions (which could include by reason of conflict with other commercial arrangements in place) and we will not be liable for the unavailability of these Point and Reward-earning opportunities.

Application of Airtime Rewards to another person

You can choose to gift your hard-earned Airtime Rewards to any person you choose as long as their particular mobile phone number (and therefore their Network Provider) is supported by us and detailed on our Platform (within the Supported Networks area). You are able to do this by simply selecting a contact from your phone book (from the phone number registered with your Account) when the Airtime Reward redemption process is undertaken.

The receiving person is not required to have an Account with us.

We issue the Airtime Reward, in accordance with these Terms, to the receiving person based on their mobile phone number and the credit to their mobile phone bill is completed based on the ownership of the mobile phone number entered in the Airtime Reward redemption process. The receiving person is notified of the issuance of the Airtime Rewards via SMS, and they do not need to accept the Airtime Reward in order for it to be issued. The application of Airtime Rewards to any

one particular number is subject to the applicable limits imposed by the particular Network Provider as detailed above in these Terms.

Payment

The use of the Services and the Application is currently made available to users free of charge; however, while it is not currently intended, we reserve the right to charge a fee for using the Application and associated Services at any time. If we begin charging a fee for your continued access to the Application and associated Services, we will aim to give you at least 14 days prior notice so you can opt out of the Services and uninstall the Application. If you choose to opt out of the Services, we may forfeit any or all Points and/or Rewards in your Account after the prior notice period. We may, at any time, and in any event not more than once per year, deduct 250 Points from your Account for account and other administration purposes, and we will not be liable to you for this loss of Points as a result of our right in accordance with these Terms.

Rules of Acceptable Use

In addition to the other requirements within these Terms, this section describes specific rules that apply to your use of the Application and the associated Services (“**Rules of Acceptable Use**”).

When using the Application and associated Services you must not:

- circumvent, disable or otherwise interfere with any security related features of the Application or Services that prevent or restrict use or copying of the content accessible via the Platform;
- use the Platform for any commercial purpose;
- use the Application or any Services if we have suspended or banned you from using it;
- create more than one Account on the Application (however, you may connect all your social networks’ accounts, that we support, to your Account on the Application), give any false or misleading information in your Account details, impersonate any other person, misrepresent your identity, or falsely give the impression that your User Content comes from someone else;
- modify, interfere, intercept, disrupt or hack the Application or Services, misuse the Application or Services by knowingly introducing viruses, trojans, worms, logic bombs or other material which would harm the Application or any of the Services or any user of the Application or Service’s own equipment, send any junk, spam or repetitive messages, collect any data from the Application and Services other than in accordance with these Terms, or engage in any illegal or unlawful conduct;
- misuse the Application or Services to increase the number of Points and/or Rewards or Airtime Rewards you have (or any other user has) obtained or otherwise seek to alter your (or any other user’s) eligibility for any such Points and/or Rewards or Airtime Rewards or unfairly or unlawfully interfere with, distort, undermine or manipulate the Points, ultimately leading to the collection and application of the Rewards (Rewards When You Shop, Rewards When You Scan, Rewards When You Share or other) or Airtime Rewards system;
- submit or contribute any User Content (including comments and descriptions) that contains nudity or violence or is abusive, threatening, obscene, misleading, untrue or offensive;
- submit or contribute any User Content without the permission of the content owner or otherwise infringe the copyright, trademark or other rights of third parties or submit or contribute any information or commentary about another person without that person’s permission.

Failure to comply with these Rules of Acceptable Use constitutes a serious breach of this Agreement/these Terms, and may result in us, the Merchant’s and/or the Network Provider’s taking

all or any of the following actions (with or without notice):

- the forfeiting of any Points and/or Rewards and/or Airtime Rewards awarded to you;
- immediate, temporary or permanent withdrawal of your right to use the Application;
- immediate, temporary or permanent removal of any User Content;
- issuing of a warning to you;
- legal action against you including proceedings for reimbursement of all costs (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
- disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

These responses detailed above are not limited, and we and such other parties may take any other action we reasonably deem appropriate.

Forfeiture of Rewards for Inactivity

WE MAY DEEM YOUR ACCOUNT INACTIVE IF YOU HAVE NOT ACTIVELY USED THE APPLICATION FOR 180 DAYS OR MORE. ONCE YOUR ACCOUNT IS DEEMED INACTIVE, ANY OR ALL REWARDS AND/OR PENDING REWARDS WITHIN YOUR ACCOUNT MAY BE FORFEITED AT ANY TIME, WITHOUT NOTICE AND AT OUR SOLE DISCRETION, AND WE MAY TERMINATE THE ACCOUNT.

IF REWARDS ARE NOT USED OR REDEEMED WITHIN 180 DAYS OR MORE AFTER THEY ARE AWARDED, YOU MAY BE SUBJECT TO A FORFEITURE OF ALL SUCH REWARDS, AT OUR SOLE DISCRETION.

Termination and Cancellation

You may terminate your Account at any time and for any reason by deleting your Account via the Application or by sending us an email notice with the subject line “please cancel my Airtime Rewards membership” to info@airtimerewards.co.uk and requesting to be removed from the Platform. By cancelling your membership, the account registered to you will be terminated and may no longer be accessible, and all Points and/or Rewards will immediately be forfeited. Any termination request will be handled within 30 days of receipt of such a request by us. Any suspension, termination or cancellation will not affect your obligations to us under this Agreement and these Terms (including but not limited to ownership, indemnification and limitation of liability), which are intended to survive such suspension, termination or cancellation.

We may immediately terminate your Account or suspend your access to the Application and associated Services and remove any material (including any User Content provided by you) from the Services or our servers, in the event that you breach these Terms or for any other improper conduct, at our sole discretion and without prior notice to you. As a result of any such termination, we may disqualify you from future participation in our programs and services (whether at present available or in the future). We also reserve the right to terminate your Account or suspend your access to the Application and associated Services at any time and for any reason, including but not limited to the need to conduct maintenance or if we discontinue any part of the Services.

Upon termination, all licenses and other rights granted to you under these Terms will immediately cease, and you will forfeit all Points and/or Rewards accrued. We will not be liable to you or any other person for termination of your Account or suspension of your access to the Services. Upon any termination or suspension, any information (including User Content) that you have submitted to

the Services may no longer be accessed by you to the extent permitted by applicable law. Furthermore, we will have no obligation to maintain any information stored in our database related to your Account or to forward any information to you or any other person unless it is required to be provided in accordance with all and any applicable laws or regulations.

Third Party Services, Websites or Resources

The Application and associated Services may contain content or services provided by third parties and/or links to third party services, websites or resources. We are not responsible or liable for the availability, accuracy, functionality, adherence to third party policies or our policies, or the legality of, and we do not endorse, such websites, services or resources or the content, products, or services on or available from such websites or resources. You are solely responsible for and assume all risk arising from your use of any such websites, services or resources.

Reliance on Information Posted

Commentary and other materials posted on our Application are not intended to amount to advice on which reliance should be placed. We therefore DISCLAIM all liability and responsibility arising from any reliance placed on such materials by any visitor to our Application, or by anyone who may be informed of any of its contents. We will not be responsible or liable to any third party for the content or accuracy of any materials posted by you or any other users of our Application.

Written Communication

Applicable laws require that some of the information or communications we send to you should be in writing. When using our Application and associated Services, you accept that communication will be mainly electronic. We will contact you by e-mail, text message (SMS) or provide you with information by posting notices on our Application. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

Our Liability/Disclaimers

Your use of the Platform is at your sole discretion and risk. We will not be responsible (to the extent we are able to do so by law), for any harm to your computer or Device, loss of data, personal injury, property damage, or other harm that results from your use of the Services and/or Application. Due to the nature of the Internet and technology, the Services are provided on an “as available” and “as is” basis, and as such we do not make any warranties or promises: (i) regarding the security, accuracy, reliability, timeliness and performance of the Services; or (ii) that the Services and/or Application will be error-free or that any errors will be corrected. We will not be liable, and you are solely responsible, for any access or usage charges charged by your wireless carrier/Network Provider related to any Device that you use to access or use the Application or Services.

We are not responsible for (i) incorrect or inaccurate transcription of information, (ii) problems related to any of the equipment or software associated with the Services or Application or used by you, (iii) human error outside our reasonable control, (iv) any interruption, deletion, omission, degradation, defect, or line failure of any telephone network or electronic transmission, or (v) problems relating to inability to access an Application or the Services.

We DISCLAIM (to the maximum extent permitted by applicable law) all liability for any technical failures or errors of, on, or connected to the Services and/or Application, including but not limited to Push Messages and Notifications sent erroneously due to technical failures or errors. We will use reasonable efforts to correct any such failures within a reasonable period upon discovering them or being informed about them. If you think you have received Push Messages or Notifications in error or experienced other technical failures, please contact us immediately.

Nothing in these Terms shall limit or exclude our liability for:

- death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable)
- fraud or fraudulent misrepresentation
- any other matter in respect of which it would be unlawful pursuant to English Law for us to exclude or restrict liability.

In addition we will never be responsible for any loss and/or damage which is not reasonably foreseeable.

If you would like information about your legal rights you should contact your local trading standards or citizens advice bureau.

Indemnity

You agree to defend, indemnify, and hold us, our officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including without limitation all reasonable legal fees and costs, arising out of or in any way connected with (i) your access to or use of the Application or Services; (ii) your breach of this Agreement and/or your breach/violation of these Terms, including without limitation any representations made herein; or (iii) your breach/violation of any third party right, including without limitation any intellectual property right, or publicity, confidentiality, property or privacy right.

Changes to these Terms and other documents

We may revise these Terms from time to time but the most current version will always be at: <https://www.airtimerewards.co.uk/terms.html>

We may revise our Privacy Policy from time to time but the most current version will always be available at: <https://www.airtimerewards.co.uk/privacy.html>

Changes will usually occur because of new features being added to the Application and associated Services, changes in the law or where we need to clarify our position on something. In all cases we will try, where possible and reasonable, to contact you to let you know about any significant changes to these Terms and the Privacy Policy (<https://www.airtimerewards.co.uk/privacy.html>). We may contact you through the Application (for example by asking you to accept the changes before you continue to use the Application) or via a separate email. Normally, we will try to give you some warning before the new terms and other documents become effective, however, sometimes changes will need to be made immediately and if this happens we reserve the right not to give you any prior notice and we will not be liable for any loss (to the extent permitted by applicable law) associated with such changes.

Dispute Resolution

If you have a dispute with us relating to this Agreement, the Application and/or associated Services, then, in the first instance, please contact us at support@airtimerewards.co.uk and we will attempt to resolve the dispute informally and within a reasonable timeframe. In the unlikely event that we are not been able to resolve a dispute informally within a reasonable timeframe, we will discuss and agree with you the most effective way of resolving the dispute, and further, before any legal action is taken, we urge you to comply with any and all Pre-Action Protocols to save time, effort and ultimate cost/loss.

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 that is caused by events outside our reasonable control (**Force Majeure Event**). A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation): (i) strikes, lock-outs or other industrial action; (ii) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; (iii) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; (iv) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; (v) impossibility of the use of public or private telecommunications networks; (vi) the acts, decrees, legislation, regulations or restrictions of any government; and (vii) pandemic or epidemic. Our performance of obligations is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations may be performed despite the Force Majeure Event.

Waiver

If we fail to insist upon strict performance of any of your obligations under this Agreement or these Terms, or if we fail to exercise any of the rights or remedies to which we are entitled, this will not constitute a waiver of such rights or remedies and will not relieve you from compliance with such obligations. A waiver by us of any default will not constitute a waiver of any subsequent default. No waiver by us of any of these Terms will be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

Severability

If any court or competent authority decides that any of the provisions of this Agreement or these Terms are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

Governing Law and jurisdiction

This Agreement and these Terms and any dispute or claim arising out of or in connection with this Agreement and these Terms or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law. Any dispute or claim arising out of or in connection with

such Agreement or Terms or their formation (including non-contractual disputes or claims) will be subject to the non-exclusive jurisdiction of the courts of England and Wales.

Contact, Feedback and Complaints

In all instances please use the details and contact information available at <https://www.airtimerewards.co.uk>.

Other and Acceptance

You should print a copy of these Terms for future reference.

You will be deemed to accept these Terms on completion of the creation of an Account. Please understand that if, at any time, you refuse to accept these Terms, you will not be able to use the Application or any associated Services.