

Terms and conditions of use

Last Update: 11th July 2020

Please read these terms and conditions of use carefully before using Our Service.

1. Interpretation and Definitions

1.1. Interpretation

The words of which the initial letter is capitalised have meanings defined under the following conditions.

The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

1.2. Definitions

For the purposes of these Terms and Conditions

- **Company** (referred to as either “the Company”, “We”, “Us” or “Our” in this Agreement) refers to Contactless Loyalty.
- **Country** refers to the United Kingdom.
- **Device** means any device that can access the Service such as a computer, a cell phone or a digital tablet.
- **Service** refers to the Web App.
- **Terms and Conditions** (also referred as “Terms”) mean all the Terms and Conditions that form the agreement between You and the Company regarding the use of the Service.
- **Web App** refers to <https://contactlessloyaltydevelopment.azurewebsites.net/>
- **You** means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

2. Acknowledgment

- These are the Terms and Conditions regulating the usage of this Service and the agreement that runs between You and the Company. These Terms and Conditions define all users' rights and obligations related to the use of the Service.
- Your access to and use of the Service is conditioned on Your acceptance of these Terms and Conditions.
- By accessing or using the Service You agree to these Terms and Conditions. If You disagree with any part of these Terms and Conditions, then You must not use the Service.

3. Privacy

- Please read Our Privacy Policy carefully before using Our Service, we take your privacy seriously.
- Your access to and utilisation of the Web App is subject to your agreement of the Privacy Policy of the Company. All personal data collected and treated by us in connection with the Web App shall be treated rigorously in conformity with our Privacy Policy (that can found further below).

4. The Service

- The Service is made available free of charge.
- We do not guarantee that the Service or any content on it will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of the Service for business and/or operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.
- The Company is not responsible for the rewards. Our main Service is to collect the loyalty points then send the necessary information to a third party, i-movo.

5. Changes to the Site or Service

We may update and change our Site or the Service from time to time to reflect changes to our users' needs and our business priorities or for any other reason at our discretion. We will try to give you reasonable notice of any major changes.

6. Your use of the Service

6.1 Sign up / Log-in

6.1.1. In order to use the Service, you will be required to sign up through the Web App using your first name, last name, your phone number and password. Once you have signed in for the first time, your credentials will be saved to your device and you will be automatically logged-in in the future unless you have signed out in the meantime.

6.1.2. You must treat your log-in password as confidential. You must not disclose it to any third party.

6.1.3. We have the right to disable any user identification code or password, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

6.1.4. If you know or suspect that anyone, other than you, knows your password, you must promptly notify us at w1618594@westminster.ac.uk

6.2. Stamps

6.2.1. By using the Web App and scanning the tags in the Venues, you will accrue Stamps to your Contactless Loyalty account. After collecting a certain number of loyalty points (or correspondent) an SMS will be sent to your registered number by a third party called i-movo with your rewards subject to the conditions of the particular Offer or Venue.

6.2.2. If you consider that your Loyalty Card balance has not been updated accurately, please promptly notify us at w1618594@westminster.ac.uk with the details and any evidence you may have in support (i.e. receipts from the relevant Venue). The Company will use reasonable efforts to verify the position and, if it considers (in its sole discretion) that an error has been made, amend your Visits balance accordingly.

6.3. Venues Offers

6.3.1. Venues offers will be sent to the users through SMS by i-movo. Such Offers may be redeemed with the digital voucher provided by them.

6.3.2. In addition to requiring a certain number of loyalty points, Offers may be subject to further conditions which will be notified to users through the SMS. Such conditions may include (but are not limited to) a claim time limit.

6.3.3. If you wish to redeem your rewards you may do so by clicking the button “send me a voucher” on the Web App. You should then approach the Venue personnel directly to complete the

6.4. Functionality and Settings

6.4.1. In order for you to enjoy the full benefit of the Service, the App requires certain functions of your device to be operational. In particular, the Contactless Loyalty requires that your NFC function is activated as well as a stable Internet connection.

7. Our Rights

All rights (including copyright, trademarks and other intellectual property rights), title, and interest in and to the Service and the content (excluding content provided by users of the Services) including but not limited to all information, data, text, maps, graphics, the "look and feel", logos, icons, trademarks, images, video clips, sound clips, editorial content, notices, data compilations, page layout, selection or arrangement of the contents of the Services, and the underlying code and software in the Services are and will remain the exclusive property of Contactless Loyalty. The Services are protected by copyright, trademark, and other laws and treaties around the world. All such rights in the Services, content (excluding content, if any, provided by users of the Services) and related material are reserved.

8. Links to Other Websites

- Our Service may contain links to third-party web sites or services that are not owned or controlled by the Company.
- The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party web sites or services. You further acknowledge and agree that the Company 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 the use of or reliance on any such content, goods or services available on or through any such web sites or services
- We strongly advise You to read the terms and conditions and privacy policies of any third-party web sites or services that You visit.

9. Termination

- We may terminate or suspend Your access immediately, without prior notice or liability, for any reason whatsoever, including without limitation if You breach these Terms and Conditions.
- Upon termination, your right to use the Service will cease immediately.

10. Warranties and Liability

- The Service is provided free of charge.
- Your access to and use of the Web App and the Service is at your own risk. You understand and agree that the Service is provided to you on an "as is" and "as available" basis.
- Without limiting the foregoing, Contactless Loyalty disclaims to the maximum extent permitted by law any warranties, representations (other than fraudulent misrepresentation), guarantees or conditions, whether express or implied.
- Contactless Loyalty makes no warranty and disclaims all responsibility and liability for the completeness, accuracy, availability, functionality, compatibility, freedom from defects, timeliness, security, performance, availability, or reliability of the Service or any content. Contactless Loyalty will not be responsible or liable for any harm to your computer system, loss of data, or other harm that results from your access to or use of the Service. Contactless Loyalty makes no warranty that the Service will meet your requirements or be available on an uninterrupted, secure, or error-free basis.
- We do not provide any warranty or representation that the Services are free from infection by viruses or anything else that has contaminating or destructive properties. You use the Service at your own discretion and risk, and you will be solely responsible for any damage to your computer, mobile device or network that results from your use of the Service. We will not be liable to you for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Service, or on any website or application linked to it.
- We are not liable to you for any inability to access the Service at any time, for any reason (including but not limited to any planned or unplanned downtime, or any outages on networks (including mobile networks) or when you are not in an area supported by mobile coverage).

11. Restrictions on Use

As a condition of your use of the Site, Service and/or the App, you agree:

- not to use the Web App for any purpose that is unlawful under any applicable law or prohibited by these terms and conditions;
- not to use the Web App to commit any act of fraud;
- not to use the Web App to distribute viruses or malware or other similar harmful software code;
- not to use the Web App for purposes of promoting unsolicited advertising or sending spam;
- not to use the Web App to simulate communications from us or another service or entity in order to collect identity information, authentication credentials, or other information ('phishing');
- not to use the Web App in any manner that disrupts the operation of our Site or business or the website or business of any other entity;

- not to use the Web App in any manner that harms minors;
- not to promote any unlawful activity;
- not to use the Web App to gain unauthorised access to or use of computers, data, systems, accounts or networks; and
- not to attempt to circumvent password or user authentication methods.

12. Contact us

If you have any questions regarding the terms and conditions you can contact us at w1618594@westminster.ac.uk and we will endeavour to promptly respond.

Privacy Policy

Contactless Loyalty (we) are committed to protecting and respecting your privacy.

European General Data Protection Regulations (GDPR)

If you are a resident of the EEA, you have the following data protection rights:

- Right of Access - the right to be informed of and request access to the personal data we process about you;
- Right to Rectification - the right to request that we amend or update your personal data where it is inaccurate or incomplete;
- Right to Erasure - the right to request that we delete your personal data;
- Right to Restrict - the right to request that we temporarily or permanently stop processing all or some of your personal data;
- Right to Object
 - the right, at any time, to object to us processing your personal data on grounds relating to your particular situation;
 - the right to object to your personal data being processed for direct marketing purposes; and
- Right to Data Portability - the right to request a copy of your personal data in electronic format and the right to transmit that personal data for use in another party's service.

By downloading and using the App you consent to us (and, where relevant, certain of our business partners) using your personal data for the marketing purposes specified in this Privacy Policy. You have also the right to ask us not to process your personal data for marketing purposes (other than marketing by our partner venues and I-movo through the Web App which are an integral function of the Web App and the Service).

You can exercise all rights at any time by contacting us at w1618594@westminster.ac.uk.

Information We collect

We may collect and process the following data about you:

- Information you give us (Submitted information): You may give us information about you by filling in forms on the Web App or by corresponding with us (for example, by e-mail). This includes information you provide when you register to use the Web App, subscribe to the Service, share data via communication functions, enter a competition, promotion or survey and when you report a problem with the Web App or the Service. The information you give us may include your name, address, e-mail address and phone number, the Device's phone number, username, password and other registration information.
- Information we may collect about you and your device: Each time you visit the Site or use our App we may automatically collect the following information:
 - technical information, including the type of mobile device you use, a unique device identifier (for example, your Device's IMEI number, the MAC address of the Device's wireless network interface, or the mobile phone number used by the Device), mobile network information, your mobile operating system, the type of mobile browser you use, time zone setting, (**Device Information**);
 - details of your use of our App or the Site including, but not limited to, time spent in our partner business venues, your activity on the App and use made of our partner business offers via the App, traffic data, location data, weblogs and other communication data and the resources that you access (**Log Information**).
- **Information we receive from other sources (Third Party Information).** We are working closely with third parties (including, for example, business partners, sub-contractors in technical, payment and delivery services, advertising networks, analytics providers, search information providers, credit reference agencies) and may receive information about you from them.

Cookies

In order to improve the Sites, we may use small files commonly known as “cookies”. A cookie is a small amount of data which often includes a unique identifier that is sent to your computer or mobile phone (referred to in this policy as a ‘device’) from the Sites and is stored on your device’s hard drive.

A cookie records on your device information relating to your internet activity (such as whether you have visited our website before). The cookies we use on the Sites will not collect personally identifiable information about you and we won’t disclose information stored in cookies that we place on your device to third parties.

Use of your information

We use information held about you in the following ways:

- Submitted Information: to personalise our Service to you and ensure you are able to receive the full benefit of the Web App and its features.
- Device information: to optimise the Web App to the screen of your device and to make sure the Web App and the Service operates effectively on your device.
- Log information: Among other things to ensure that we can accurately assess the time you spend in our business partner venues and ensure that you accrue the correct number of visits during your stay there as well as to monitor your use of visits and maintain an accurate statement of your account.

Disclosure of Information

We may disclose some or all of the data we collect from you when you use the Web App to the following third parties:

- Our partner business venues. The Web App and the Service we provide through the Web App relies on us being able to disclose certain elements of this data to our partner business venues so that they can interact with you and provide you with the Web App relates offers and services.
- Other business partners. We may share certain data with organisations who are our business partners and we or they may contact you (unless you have asked us or them not to do so) by email about promotions and special offers that may be of interest to you. If you prefer not to receive any direct marketing communications from us, you can opt out at any time.

Third parties

We may include or offer third party services, or include links to third party sites, on our Web App. We are not responsible for the privacy practices or policies of those third parties and recommend that you review their privacy policies. Nonetheless, we seek to protect the integrity of our site and welcome any feedback about these third parties and their sites.

Your consent

By using any part of the Contactless Loyalty Platform, you consent to our Privacy Policy.

Changes to our privacy policy

If we decide to change our privacy policy, we will post those changes on this page and they will become effective immediately. We reserve the right to change our Privacy Policy from time to time at our complete discretion as we see fit.

Access, correction and feedback

If you wish to access or correct any personal information, we hold about you or have any feedback or concerns about privacy, please contact us as set out below. In the case of access and correction requests, please provide as much detail as you can about the particular information you seek in order to help us retrieve it. Under the Privacy Act and other relevant laws, we are required to provide our reasons if we refuse your request. Where we decide not to make a requested correction and you disagree, you may ask us to make a note of your requested correction with the information.

Contact us

If you have any questions regarding privacy, you can contact us w1618594@westminster.ac.uk and we will endeavour to promptly respond.