

Privacy policy

Privacy Policy

What does this Privacy Policy Cover

Mobmart respects your privacy and is committed to protecting your Personal Data. We want to be transparent with you about how we collect and use your Personal Data in making available (i) the MobMart website at [Mobmart](#) (the **Site**), (ii) the MobMart free download QR Code applications for the App Store (iPhone), Google Play (Android), and (iii) MobMart's related online and mobile services as described in the Terms of Use available at [Mobmart](#) (together with the Site and the App, the **Services**) and tell you about your privacy rights and how the law protects you.

With that in mind, this Privacy Policy is designed to describe:

- [Mobmart](#)

This Privacy Policy aims to give you information on how MobMart collects and processes your Personal Data through your use of the Services, including any data you may provide through the Services.

The Privacy Policy is intended to meet our duties of Transparency under the **General Data Protection Regulation** or **GDPR**.

We will post any modifications or changes to this Privacy Policy on this page.

Who we are and how to contact us

Who we are

MobMart Ltd is incorporated in the United Kingdom with registration number 12334849 and with a registered office at 14 Sovereign Place Hatfield .

This Privacy Policy is issued on behalf of MobMart Ltd so when we mention "MobMart", "we", "us" or "our" in this Privacy Policy, we are referring to the relevant company MobMart Ltd responsible for processing your Personal Data.

We will let you know which entity(ies) are the Controller(s) (for the purposes of the GDPR) of your Personal Data if you ask us to give you this information by contacting us at the details below.

How to contact us.

You can contact us by emailing: help@mobmart.co.uk . Questions, comments or concerns regarding this Privacy and Cookie Policy or our use of your personal data are welcomed.

Your rights relating to your Personal Data

Your rights in connection with your Personal Data

Under certain circumstances, by law you have the right to:

- **Request access to your Personal Data.** This enables you to receive a copy of the Personal Data we hold about you and to check that we are lawfully processing it.
- **Request correction of the Personal Data that we hold about you.** This enables you to have any incomplete or inaccurate information we hold about you corrected.
- **Request erasure of your Personal Data.** This enables you to ask us to delete or remove Personal Data where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your Personal Data where you have exercised your right to object to processing (see below).
- **Object to processing of your Personal Data.** This right exists where we are relying on a Legitimate Interest as the legal basis for our processing and there is something about your particular situation, which makes you want to object to processing on this ground. You also have the right to object where we are processing your Personal Data for direct marketing purposes.
- **Request the restriction of processing of your Personal Data.** This enables you to ask us to suspend the processing of Personal Data about you, for example if you want us to establish its accuracy or the reason for processing it.
- **Request the transfer of your Personal Data.** We will provide to you, or a third party you have chosen, your Personal Data in a structured, commonly used, machine-readable format. Note that this right only applies to automated information which you initially provided consent for us to use or where we used the information to perform a contract with you.
- **Withdraw consent.** This right only exists where we are relying on consent to process your Personal Data (**Consent Withdrawal**). If you withdraw your consent, we may not be able to provide you with access to the certain specific functionalities of our Services. We will advise you if this is the case at the time you withdraw your consent.

How to exercise your rights

If you want to exercise any of the rights described above, please contact us using the contact details shown here

[Mobmart](#)

Typically, you will not have to pay a fee to access your Personal Data (or to exercise any of the other rights). However, except in relation to Consent Withdrawal, we may charge a reasonable fee if your request is clearly unfounded, repetitive or excessive, or, we may refuse to comply with your request in these circumstances.

We may need to request specific information from you to help us confirm your identity and ensure your right to access your Personal Data (or to exercise any of your other rights). This is a security measure to ensure that Personal Data is not disclosed to any person who has no right to receive it. We may also contact you to ask you for further information in relation to your request to speed up our response.

We try to respond to all legitimate requests within one month. Occasionally it may take us longer than a month if your request is particularly complex or you have made a number of requests. In this case, we will notify you and keep you updated.

Complaints

If you would like to make a complaint regarding this Privacy Policy or our practices in relation to your Personal Data, please contact us at: help@mobmart.co.uk

We will reply to your complaint as soon as we can.

If you feel that your complaint has not been adequately resolved, please note that the GDPR gives you the right to contact your local data protection supervisory authority, which for the UK, is the [Information Commissioner's Office](#).

Marketing communications preferences

MobMart will not send you any marketing communication via SMS or email. The only communications we need to send to you is to notify you of changes to our terms and conditions and policies, updates, security alerts, and support and administrative messages regarding the Services.

What Personal Data we collect

All the Personal Data we collect, both from you and from third parties about you, is outlined in the table below.

Before you read that table, it might be useful to explain what **Personal Data** is. The GDPR definition of Personal Data can be found . Essentially, it boils down to: information about an individual, from which that individual is either directly identified or can be identified.

It does **not** include 'anonymous data' (i.e., information where the identity of individual has been permanently removed)

However, it **does** include 'indirect identifiers' or 'pseudonymous data' (i.e., information which alone doesn't identify an individual but, when combined with certain additional and reasonably accessible information, could be attributed to a particular person).

Category of Personal Data collected	What this means
Identity Data	First name, surname, date of birth, facial recognition via forward-facing camera.
Contact Data	Email address and telephone numbers.
Financial Data	Payment card details. Mobile money account
Transaction Data	Any details about payments to and from you and other details of services you have purchased from us. Data in respect of your transactions with third parties.
Service Data	Your data that you provide to us when you report a problem or ask a question in respect of our Services or when you request further services from us. If you contact us, we may keep a record of that correspondence.

Technical Data	<p>This includes:</p> <ul style="list-style-type: none"> • Device information: We may collect information about the device you use to access the Services, including your browser type and version, time zone setting and location, browser plug-in types and versions, operating system and platform, mobile network information, telephone number and other technology on the devices you use to access our Services. • Location information: When you use one of our location-enabled Apps or Services, we may collect and process data about your actual location. • Log information: We may automatically collect and store certain information about your use of the Services in server logs, including but not limited to internet protocol (IP) addresses, internet service provider, clickstream data, browser type and language, viewed and exited pages and date or time stamps. • Unique application numbers: When you install or uninstall an App containing a unique application number or when such an App searches for automatic updates, that number and information about your installation, for example the type of operating system, may be sent to us.
Special Category of Personal Data	Application \ User Account Profile Picture.

Aggregated Data

We also collect, use and share **Aggregated Data** such as statistical or demographic data for any purpose. Aggregated Data may be derived from your Personal Data, but once in aggregated form it will not constitute considered Personal Data for the purposes of the GDPR as this data does not directly or indirectly reveal your identity. For example, we may aggregate your Behavioural Data to calculate the percentage of users accessing a specific Services feature. However, if we combine or connect Aggregated Data with your Personal Data so that it can directly or indirectly identify you, we treat the combined data as Personal Data which will be used in accordance with this Privacy Policy.

Special Categories of Personal Data

The Mobmart application has a feature to upload an image against your profile after a successful registration. This image is collected and stored on our system but never shared.

How we use your Personal Data and why

We will only use your Personal Data for the purposes for which we collected it as listed below, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose.

If we need to use your Personal Data for an unrelated purpose, we will update this Privacy Policy and we will explain the legal basis which allows us to do so.

What is our legal basis for processing your Personal Data?

In respect of each of the purposes for which we use your Personal Data, the GDPR requires us to ensure that we have a legal basis for that use. Most commonly, we will rely on one of the following legal bases:

- Where we need to perform a contract we are about to enter into or have entered into with you (**Contractual Necessity**).
- Where it is necessary for our legitimate interests and your interests and fundamental rights do not override those interests (**Legitimate Interests**). More detail about the specific legitimate interests pursued in respect of each Purpose we use your Personal Data for is set out in the table below.
- Where we need to comply with a legal or regulatory obligation (**Compliance with Law**).
- Where we have your specific consent to carry out the processing for the Purpose in question (**Consent**).

Generally we do not rely on your Consent as a legal basis for using your Personal Data, other than in the context of direct marketing communications.

We have set out below, in a table format, the legal bases we rely on in respect of the relevant Purposes for which we use your Personal Data.

Purpose	Category(ies) of Personal Data involved	Why do we do this	Our legal basis for this use of data
Account Creation	<ul style="list-style-type: none"> • Identity Data • Contact Data • Technical Data 	To register you as a new customer.	Contractual Necessity.
To process payments (and their associated services and functionalities)	<ul style="list-style-type: none"> • Identity Data • Contact Data • Financial Data • Transaction Data 	To process and deliver your order including manage payments, fees and charges.	Contractual Necessity.
Fraud Prevention	<ul style="list-style-type: none"> • Identity Data • Contact Data • Transaction Data • Financial Data 	To keep our services and associated systems operational and secure.	<p>Legitimate Interests.</p> <p>We have a legitimate interest in ensuring the ongoing security and proper operation of our services and ensuring we are within our processing obligation with our</p>

			payment service providers.
Troubleshooting	<ul style="list-style-type: none"> • Identity Data • Contact Data • Service Data • Technical Data • Transaction Data 	To track issues that might be occurring on our systems and to notify you of updates and security alerts.	<p>Legitimate Interests.</p> <p>It is in our legitimate interests that we are able to monitor and ensure the proper operation of our Services and associated systems and services.</p>
Data analysis, and improvements to our Services	<ul style="list-style-type: none"> • Identity Data • Contact Data • Service Data • Behavioural Data • Technical Data 	To carry out audits and data analysis to identify usage trends, improve the Services and improve the effectiveness of our communications.	<p>Legitimate Interests.</p> <p>It is in our legitimate interests that we are able to use audit and data analysis to improve the Services and improve the effectiveness of our communications.</p>
Customer Services	<ul style="list-style-type: none"> • Identity Data • Contact Data 	To provide customer service, including to respond to your enquiries and fulfil any of your requests	Contractual Necessity.

	<ul style="list-style-type: none"> • Service Data • Technical Data 	for information in respect of the Services.	
Personalisation	<ul style="list-style-type: none"> • Identity Data • Service Data • Behavioural Data • Technical Data 	To personalise your experience on the App by presenting information tailored to you and your geographic location.	<p>Legitimate Interests.</p> <p>It is in our legitimate interests that we are able to provide a more personalised service to you to improve your experience of the Services.</p>
Marketing	<ul style="list-style-type: none"> • Identity Data • Contact Data • Marketing and Communications Data 	To form a view on what we think you may want or need, or what may be of interest to you. This is how we decide which services and offers may be relevant for you.	<p>Legitimate Interests.</p> <p>We have a legitimate interest in providing you with updates on our Services, including in-App promotions, upcoming events, and other news about products and services offered by us and related offers where you have purchased or shown interest in similar services from us.</p>

Compliance with law and regulation	<ul style="list-style-type: none"> • All relevant data 	<p>We may use data as we believe to be necessary or appropriate: (a) under applicable law; (b) to comply with legal process and our regulators; (c) to respond to requests from public and government authorities; (d) to enforce or apply this Privacy and Cookie Policy or our Terms of Use; (e) to protect our operations; (f) to protect our rights, privacy, property or safety, and/or that of you or others; and (g) to allow us to pursue available remedies or limit the damages that we may sustain.</p>	<p>Depending on the circumstances, our legal basis may be:</p> <ul style="list-style-type: none"> • Compliance with a legal obligation to which we are subject; • Necessity to protect your vital interests or those of another person; • Legitimate interests.
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What happens when you do not provide necessary Personal Data?

Where we **need** to process your Personal Data either to comply with law, or to perform the terms of a contract we have with you and you fail to provide that data when requested, we may not be able to perform the contract we have or are trying to enter into with you (for example, to provide you with the functionalities of the Services).

In this case, we may have to stop you using our Services have with us but we will notify you if this is the case at the time.

Personal Data from Third Party Sources

In addition to the Personal Data that we collect directly from you (as described in the section immediately above this one), we also collect certain of your Personal Data from third party sources. These sources are broken down in the table below, together with a description of whether they are publicly available or not.

Third party data source	Publicly available?	Category(ies) or other types of personal data received.
Social Media	Yes	<ul style="list-style-type: none">• Identity Data• Contact Data
Our Affiliates	No	<ul style="list-style-type: none">• Identity Data• Contact Data

How we use cookies & other tracking or profiling technologies.

Cookies.

What are cookies?

We may collect information using cookies. Cookies are small data files stored on the hard drive of your computer or mobile device by a website. We may use both session cookies (which expire once you close your web browser) and persistent cookies (which stay on your computer or mobile device until you delete them) to provide you with a more personal and interactive experience on our Site. Other than our Site, our Services do not use cookies.

We use two broad categories of cookies:

- first party cookies, served directly by us to your computer or mobile device; and
- third party cookies, which are served by our partners or service providers on our Site.

Cookies we use

Our Site uses the following types of cookies for the purposes set out below:

Type of cookie	Purpose
Strictly Necessary Cookies	These cookies are essential to provide you with services available through our Site and to enable you to use some of its features. For example, they allow you to log in to secure areas of our Site and require you to re-enter your password after a certain period of time has elapsed to protect you against others accidentally accessing your account contents. Without these cookies, the services that you have asked for cannot be provided, and we only use these cookies to provide you with those services.
Functionality Cookies	These cookies are used to recognise you when you return to our Site and allow our Site to remember choices you make when you use our Site, such as remembering your language preferences, remembering your login details and remembering the changes you make to other parts of our Site which you can customise. The purpose of these cookies is to provide you with a more personal experience and to avoid you having to re-enter your preferences every time you visit our Site. We also use these cookies to obtain information about your visit, including items you viewed or searched for, page response times and download errors.

<p>Analytics and Performance Cookies</p>	<p>These cookies are used to collect information about traffic to our Site and how users use our Site. The information gathered via these cookies does not “directly” identify any individual visitor. However, it may render such visitors “indirectly identifiable”. This is because the information collected is typically linked to a pseudonymous identifier associated with the device you use to access our Site. The information collected is aggregated and anonymous. It includes the number of visitors to our Site, the websites that referred them to our Site, the pages they visited on our Site, what time of day they visited our Site, whether they have visited our Site before, and other similar information. We use this information to help operate our Site more efficiently, for example, by ensuring that users are finding what they are looking for easily, as well as to gather broad demographic information and to monitor the level of activity on our Site. We also use these cookies to obtain information about your visit, including the full Uniform Resource Locators (URL) clickstream data, length of visits to certain pages, page interaction information (such as scrolling, clicks, and mouse-overs), and methods used to browse away from webpages.</p> <p>We use Google Analytics for this purpose. Google Analytics uses its own cookies. It is only used to improve how our Site works. You can find out more information about Google Analytics cookies here: https://developers.google.com/analytics/resources/concepts/gaConceptsCookies.</p> <p>You can find out more about how Google protects your data here: www.google.com/analytics/learn/privacy.html.</p>
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Disabling cookies

You can typically remove or reject cookies via your browser settings. In order to do this, follow the instructions provided by your browser (usually located within the settings, help tools or edit facility). Many browsers are set to accept cookies until you change your settings.

If you do not accept our cookies, you may experience some inconvenience in your use of our Site. For example, we may not be able to recognise your computer or mobile device and you may need to log in every time you visit our Site.

Further information about cookies, including how to see what cookies have been set on your computer or mobile device and how to manage and delete them, visit www.allaboutcookies.org and <http://www.youronlinechoices.com/uk/>.

In particular, you can disable cookies which remember your browsing habits and target advertising at you by visiting <http://www.youronlinechoices.com/uk/your-ad-choices>. If you choose to remove targeted or advertising cookies, you will still see adverts but they may not be relevant to you. Even if you do choose to remove cookies by the companies listed at the above link, not all companies that serve online behavioral advertising are included in this list, and so you may still receive some cookies and tailored adverts from companies that are not listed.

You can also prevent the use of Google Analytics relating to your use of our Site by downloading and installing the browser plugin available via this link: <https://tools.google.com/dlpage/gaoptout?hl=en-GB>

To opt out of being tracked by Google Analytics across all websites visit <https://tools.google.com/dlpage/gaoptout> and download and install the linked add-on for your current web browser. The Google Analytics Opt-out Browser Add-on is available for Microsoft Internet Explorer, Google Chrome, Mozilla Firefox, Apple Safari and Opera.

Please note that certain third parties (including, for example, advertising networks and providers of external services like web traffic analysis services) may also use cookies, over which we have no control. If you would like to disable these "third party" cookies generated by advertisers or providers of targeted advertising services, you can turn them off by going to that third party's website and setting your cookie preferences to stop any further cookies being written to your device.

Who we share your Personal Data with.

The table below describes who we share your Personal Data with, what we share and why we share it.

Recipients	Category(ies) of Personal Data we share.	Why we share it	Location(s)
Our Affiliates	<ul style="list-style-type: none">• Identity Data• Contact Data	Our affiliates help us provide our service and help manage our customer relationships (including providing customer support,	<ul style="list-style-type: none">• Within Europe

		customer liaison etc).	
Service Providers	<ul style="list-style-type: none"> • Identity Data • Contact Data • Technical Data 	Our service providers provide us with IT and system administration services and KYC services.	<ul style="list-style-type: none"> • Within Europe
Professional advisers	<ul style="list-style-type: none"> • Identity Data • Contact Data 	Our lawyers, bankers, auditors, and insurers provide consultancy, banking, legal, insurance and accounting services.	<ul style="list-style-type: none"> • Within Europe • The United States
Regulators and other authorities	<ul style="list-style-type: none"> • Identity Data • Contact Data 	Authorities may require reporting of processing activities in certain circumstances	<ul style="list-style-type: none"> • Within Europe

Analytics Providers	<ul style="list-style-type: none"> • Behavioural Data • Technical Data 	<p>Our analytics providers will use this information for the purpose of evaluating your use of our Sites, compiling reports on Site activity and providing other services relating to Site activity and internet usage. Our analytics providers may also transfer this information to third parties where required to do so by law, or where such third parties process the information on our analytics providers' behalf.</p>	<ul style="list-style-type: none"> • Within Europe • The United States
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Data transfers

We endeavour to ensure that people to whom we provide Personal Data hold it subject to appropriate safeguards and controls. Whenever we transfer your Personal Data out of Europe, we ensure a similar degree of protection is afforded to it by ensuring at least one of the following safeguards is implemented:

- We may transfer your Personal Data to countries that have been deemed to provide an adequate level of protection for Personal Data by the European Commission. For further details, see [European Commission: Adequacy of the protection of Personal Data in non-EU countries](#).
- Where we use service providers outside Europe, we may use specific contracts approved by the European Commission, which give Personal Data the same protection it has in Europe. For further

details, see [European Commission: Model contracts for the transfer of Personal Data to third countries](#).

- Where we use service providers based in the U.S., we may transfer data to them if they are part of the Privacy Shield which requires them to provide similar protection to Personal Data shared between Europe and the U.S. For further details, see [European Commission: EU-U.S. Privacy Shield](#).

How we keep your Personal Data secure.

We have put in place appropriate security measures to prevent your Personal Data from being accidentally lost, used or accessed in an unauthorized way, altered or disclosed.

We limit access to your Personal Data to those employees and other staff who have a business need to have such access. All such people are subject to a contractual duty of confidentiality.

We have put in place procedures to deal with any actual or suspected Personal Data breach. In the event of any such breach, we have systems in place to work with applicable regulators. In addition, in certain circumstances (e.g., where we are legally required to do so) we may notify you of breaches affecting your Personal Data.

How long we store your Personal Data.

We will only retain your Personal Data for so long as we reasonably need to use it for the purposes set out above [Mobmart](#), unless a longer retention period is required by law (for example for regulatory purposes).

The table below shows our standard retention practices:

Category of Personal Data	Retention period
Technical Data	For so long as retention is necessary to fulfil the Purposes/Use for which it is used (see Mobmart)
Service Data	For so long as you remain a customer of ours.
Contact Data	For so long as retention is necessary to fulfil the Purposes/Use for which it is used (see Mobmart)

Transactional Data	For so long as retention is necessary to fulfil the Purposes/Use for which it is used (see http://mobmart.co.uk/?)
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Third party links.

This Services may include links to third-party websites, plug-ins and applications. We are not responsible for the privacy or other practices of any such third parties. Clicking on those links or enabling those connections may allow third parties to collect or share your Personal Data. We do not control these third-party websites and are not responsible for their privacy statements. When you leave our Services, we encourage you to read the privacy policy of every site you visit.

Terms of use

Customer Terms of Use

1. Introduction

(i) This user agreement (the **Agreement**) is an agreement between you and MobMart Limited, a company incorporated in the United Kingdom with registered number 12334849 and with a registered office at 14 Sovereign Place Hatfield United Kingdom (the **Company**). The Agreement governs your use of the MobMart free download QR Code applications for Android, Windows Mobile and iOS (iPhone) respectively (collectively the **App**), and governs your use of the App.

(ii) You will be required to accept this Agreement when you enter the 'My Account' section of the App and provide your personal details for use in the My Account feature within the App (**Account Information**). Completing the My Account section allows you to use the features described in section 2 below. Should you decline the acceptance of this Agreement these aspects of the App will not be available to you.

(iii) By using the App you agree that you have read and understood the terms and conditions of this Agreement and you acknowledge that these terms and conditions in their entirety shall apply to you.

(iv) We reserve the right to amend, modify, update and change any of the terms of this Agreement. We advise you to check for updates on a regular basis. Any material changes to the Agreement will be notified to you through the messaging features of the App. Your continued use of the App will be deemed to constitute your acceptance of such changes.

2. Features of the App

The advanced features of this App allow you to:

- (i) register and/or login to a participating merchant's website simply by scanning a bar code or QR code on that merchant's website (**Scan-to-Login**); and
- (ii) pay a participating merchant using the payment card details and or the details of other recognized payment methods such as mobile money to facilitate payment stored in the My Account section simply by scanning a bar code or QR code on that merchant's website, invoice, bill or other material and then confirming the payment via the App (**Scan-to-Pay**).

3. The My Account Feature in the App

(i) Your Account Information details will be sent to our MobMart server. The Company will not store any passwords or payment information except locally on your device.

(ii) When you use the Scan-to-Login or Scan-to-Pay features, we will send your Account Information (including, where applicable, your encrypted payment card details) from the MobMart server to a merchant server or to the applicable third party payment services provider.

(iii) The Privacy Policy, which is accessible through the App and forms an integral part of this Agreement, describes how we collect and use your Account Information.

(iv) The Company reserves the right to use the Account Information in order to contact you in the future in relation to marketing any other products or services offered by the Company, any of its related group companies or participating merchants, unless you have opted out of such use in accordance with our Privacy Policy.

4. Our Role

(i) When you use the features of the App outside the United States of America, we are acting as your agent to assist you in concluding the purchase of goods or services from participating merchants. When you use the features of the App within the United States of America, we are not acting as your agent or trustee but as agent for the participating merchants to process payments made by you. In all circumstances when you purchase goods or services from participating merchants, the contract for the sale of those goods or services will be between you and the merchant.

(ii) You understand and agree that the Company shall not be responsible for the outcome of your transactions with external merchants via the App. We do not have control, nor shall we be liable for, the legality of, or the use of, the goods and services that are paid for using the App.

(iii) It is the responsibility of you and the relevant merchant, not us, to resolve any dispute or claim raised by you relating to any payments made via the App or the purchase or sale of goods or services you (a **Customer Claim**). We may, however, initiate a refund if (a) a payment made via the App is reversed by a court, regulatory authority or other third party acting in accordance with applicable law, (b) we, in our sole and absolute discretion, accept or have reason to believe that a payment was not authorized by you, or (c) a payment is allegedly unlawful, suspicious, or in breach of this Agreement. Where you have a dispute with a merchant, we will provide information we hold which may assist resolution and otherwise attempt to assist you as far as we consider practicable. We may charge you an administration fee to cover our reasonable costs of providing any such assistance.

5. Security and Unauthorised Payments

(i) The App gives you the opportunity to choose a password to authorize a payment (the **Password**).

(ii) As long as the correct Password is entered (or if you elect not to use a Password), we will assume that you are the person giving instructions and making payments and you will be liable for them, except to the extent provided for in section 11(ii). You must therefore choose a secure Password that is not easily guessed by another person, keep the

Password secret and make sure that it is not stored in a way that enables others to access it or impersonate you. In addition, for the avoidance of doubt, if you disclose the Password to any person whom you authorise to access the App, you are also responsible and liable for any access, use, misuse or disclosure of your Password by such person.

(iii) We may also use facial recognition technology for payment verification and fraud prevention purposes.

(iv) If you become aware of a payment being made via the App that was not authorised by you (an **Unauthorised Payment**) or if you lose the device on which the App is installed, disclose your Password to a person unauthorised by you, or believe that someone else can use the App by impersonating you, you should inform us immediately by emailing info@mobmart.co.uk and we will disable the payments feature of the App until you re-enter your payment card details in the My Account section of the App. Unless and until you provide such notice:

- (a) you will be responsible for any instruction which we receive and act on, even if it was not given by you; and
- (b) we will not be responsible for any unauthorised access to confidential information about you in the App.

(v) We can refuse to act on any instruction including where we believe an instruction: (i) was unclear; (ii) was not given by you; or (iii) might cause us to breach a legal or other duty; (iv) if we believe the App is being used for an illegal purpose; or (v) may harm our reputation.

(vi) You agree to fully cooperate with us, our agents, regulatory authorities and the police where you or we suspect there have been Unauthorised Payments in respect of the App.

6. Charges

We charge a 3% transaction rate for use of this up. However, your mobile network operator may charge you to access this App and these charges may vary if you access the App when abroad. You are responsible for these charges.

7. Termination/Suspension of your Access

We may suspend or terminate your access to the App or to the features within the App without notice where it is reasonable for us to do so and specifically if: (i) for any reason we decide to discontinue to provide the App, (ii) we believe that you have breached any of the terms of this Agreement, (iii) your use of the App has been in any way improper or breaches the spirit of this Agreement, (iv) we reasonably believe use of the App may be at risk of fraud or misuse; (v) our information technology infrastructure has failed, is experiencing outages or requires maintenance; or (vi) ordered or recommended to do so by the security services, court or a relevant regulatory authority.

8. Your use of the App

(i) You must not:

- (a) copy or reproduce all or any part of the App;
- (b) alter, modify or adapt all or any part of the App;
- (c) remove or tamper with any copyright notice attached to or contained within the App; or
- (d) carry out reverse engineering of the App.

(ii) You represent and warrant to us that:

- (a) all Account Information provided to us is true and accurate in every respect and you will keep all such information up to date during the term of this Agreement;
- (b) you will only use the App for your own purposes and not on behalf of any other person or entity;
- (c) you and all payments initiated by you will comply with all laws, rules, and regulations; and
- (d) you will not use the App, directly or indirectly, for any fraudulent undertaking or in any manner so as to interfere with the functionality of the App.

9. Intellectual Property

(i) The Company hereby grants you the non-exclusive, non-transferable right to use our App, including the copyright and all intellectual property rights therein, in connection with the App and in accordance with this Agreement.

(ii) The App and all content derived from the App is protected by copyright and/or other intellectual property rights. You hereby acknowledge that by using the App you obtain no rights in the software, trademarks or content related to the App and you may only use the same in complete accordance with this Agreement.

10. NO WARRANTY

(I) THE APP IS PROVIDED "AS IS". WE MAKE NO WARRANTY OR REPRESENTATION, WHETHER EXPRESS OR IMPLIED, IN RELATION TO THE SATISFACTORY QUALITY, FITNESS FOR PURPOSE, COMPLETENESS OR ACCURACY OF THE SERVICE OFFERED THROUGH THE APP.

(II) WE MAKE NO WARRANTY THAT THE OPERATION OF THE APP WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SOFTWARE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR BUGS, OR REPRESENT THE FULL FUNCTIONALITY, ACCURACY, RELIABILITY OF THE MATERIALS THEREIN.

11. Limitations of Liability

(i) This section 11 sets out the entire liability of the parties (including any liability for the acts or omissions of their respective employees, agents and sub-contractors) to each other in respect of: any breach of this Agreement; any use

made by you or our affiliates of the App or any part of it; and any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.

(ii) In case of an Unauthorised Payment, we will at your request refund the Unauthorised Payment, except in the following cases (where you shall remain solely liable for all losses):

- (a) where the Unauthorised Payment arises from your election not to use a Password to access the App or features of the App;
- (b) where the Unauthorised Payment arises from your failure to create a secure Password or to protect and keep secure your Password in accordance with section 5;
- (c) if you fail to notify us without undue delay of any loss of your Password or other event that could reasonably be expected to have compromised the security of the App after you have gained knowledge of such event in which case you shall remain liable for losses incurred up to your notification to us;
- (d) if you have compromised the security of the App with intent or negligence; or
- (e) if you fail to dispute and bring the Unauthorised Payment to our attention within 30 days from the date of the Unauthorised Payment.

(iii) We shall not be liable in contract, tort, negligence, or otherwise, for any loss or damage whatsoever arising from or in any way connected with your interaction and/or transaction with any third party website via the App. We are not responsible for the content of any linked sites.

(iv) You confirm that we shall not be liable to you or any third party for any modification to, suspension of, or discontinuance of the App.

(v) Nothing in this Agreement shall limit or exclude the liability of either party for death or personal injury resulting from negligence; fraud or fraudulent misrepresentation; the indemnification obligations referred to in section 12; or any other liability that cannot be excluded by applicable law.

(vi) Without prejudice to section 11(v):

- (a) our total liability arising under or in connection with this Agreement, whether arising in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, shall be limited to the repayment of Unauthorised Payments made in accordance with and subject to section 11(ii) above;
- (b) neither party shall be liable to the other, whether in contract, tort (including for negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise for any: (i) losses that are not reasonably foreseeable; or (ii) special, indirect or consequential damage or loss of any kind whatsoever, in each case that arises under or in connection with this Agreement.

(vii) No party shall be liable for any delay in or failure to perform obligations they have undertaken in these terms as a result of events beyond their reasonable control which cannot reasonably be avoided or overcome, while such events persist.

12. Indemnity

You will indemnify us against any losses we suffer as a result of claims made or threatened against either of us as a result of your use of the App in connection with criminal or other illegal activities.

13. Language and Notices

(i) This Agreement has been drafted in the English language. In the event of any discrepancy between the meanings of any translated versions of this Agreement and the English language version, the meaning of the English language version shall prevail. You agree that we will communicate with you and you will communicate with us in English during the term of this Agreement.

(ii) When you use the App or send e-mails to us, you are communicating with us electronically. By registering for the App and accepting the terms of this Agreement, you affirmatively consent to receive notices electronically from us. We may provide in electronic format all communications including, without limitation, agreements related to the App, amendments or changes to such agreements or any applicable policies, disclosures, notices, payment information, statements, responses to claims and other customer communications that we may be required to provide to you by law (collectively, **Communications**). Communications may be posted to the App and sent by e-mail to the e-mail registered in your Account Information. All Communications will be deemed to be in "writing" and received or accessed by you. You are responsible for printing, storing and maintaining your own records of Communications, including copies of this Agreement. This condition does not affect your statutory rights. You can contact us about the App by sending an email to help@mobmart.co.uk

14. System complaints and Dispute Resolution

(i) If you wish to make a complaint about the App, you can email help@mobmart.co.uk, with brief details of your complaint. Our customer service staff will acknowledge your complaint by email within 1 business day. They will then investigate and send you an initial response, having had access to an officer with the authority to settle the complaint (including, where appropriate, an offer of redress). Where appropriate, the member of staff investigating the complaint will not be any staff member who was directly involved in the subject matter of the complaint. This should take no longer than five business days, but most complaints may well be resolved by close of business on the business day after the complaint is received. If the complaint is not resolved by close of business on the business day after the complaint is received, we will send you a copy of this complaints handling procedure.

(ii) If you are not satisfied by our response, you must contact the Customer Services Manager, who will respond by email within a further five business days.

(iii) If you are not satisfied with the response from the Customer Services Manager, you can email help@mobmart.co.uk, enclosing the responses already given to it. That email will then be referred to the Managing Director, who will respond by email within a final five business days.

(iv) Within four weeks after receiving a complaint, we will send you either a final response or a response which explains why we are not in a position to resolve the complaint and indicates when we will make further contact.

15. General

(i) We reserve the right to modify or terminate the App at any time, without notice, and we will not be liable to you as a result of any such action.

(ii) If any part of this Agreement shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed to be severable from the rest of this Agreement and shall not affect the validity and enforceability of any of the remaining provisions of this Agreement. In such cases, the part deemed invalid or unenforceable shall be construed in a manner consistent with applicable law to reflect, as closely as possible, the original intent of the parties.

(iii) Any waiver of any right under this Agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and to the circumstances for which it is given. No failure to exercise or delay in exercising any right or remedy provided under this Agreement or by law constitutes a waiver of such right or remedy nor shall it prevent any future exercise or enforcement of such right or remedy.

(iv) Unless otherwise expressly stated, nothing in this Agreement shall create or confer any rights or any other benefits to third parties.

(v) This Agreement contains the entire agreement between you and us relating to its subject matter. You confirm that, in agreeing to accept this Agreement, you have not relied on any representation save insofar as the same has expressly been made a representation in this Agreement.

(vi) This Agreement is personal to you and you may not assign any of your rights or obligations to any third party. Any assignment in violation of this provision shall be void and of no effect. We reserve the right to transfer, assign, sublicense or pledge this Agreement, in whole or in part, to any person without notice and you will be deemed to consent to such assignment.

(vii) In this Agreement and unless otherwise stated, "we", "us" or "our" refers collectively to the Company and its subsidiaries, affiliates, directors, officers, employees, agents and contractors.

16. Governing Law

This Agreement and any dispute or claim arising out of or in connection with it shall be governed by the laws of England and Wales. The parties irrevocably agree that the courts of the United Kingdom shall have non-exclusive

jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or our subject matter (including non-contractual disputes or claims)

Merchant

1. INTRODUCTION AND SCOPE OF SERVICES

- 1.1 By signing below or electronically checking the acceptance tick box, the Merchant confirms its unequivocal acceptance of these terms and conditions, and that this document therefore constitutes an agreement entered into by the Merchant and MobMart.
- 1.2 Mobmart procures and provides payment services to its clients. Mobmart also offers the business services set out on [Mobmart](#) to its Clients, and such services form part of this agreement if they have been checked by the Merchant per the schedule.
- 1.3 Payment services are services enabling Users (customers of the Merchant, hereinafter referred to as 'Users'), by using the MobMart smartphone application, to scan QR Codes placed on emails, invoices, other media or electronic displays of the Merchant or published on behalf of the Merchant, so as to make payments to the Merchant for goods or services sold by the Merchant in relevant Geographical location ('Transactions').
- 1.4 The payment services are provided to assist the Merchant in processing debit card, credit card transactions and other recognized payment methods to facilitate payments from MobMart to the Merchant's nominated bank account, less the transaction rates due to MobMart . Any dispute whatsoever relating to the Merchant's goods or services remains between the Merchant and the User.
- 1.5 MobMart will appoint a payment services provider for purposes of the payment services, including the collection of money on behalf of the Merchant under Mobmart transactions (Daily Merchant Collections).
- 1.6 Use of the smartphone application by a Mobamart User will transmit the payment details and initiate a request for payment authorisation. Mobmart will submit the request to the User's bank, and both the User and the Merchant will be notified, via the Mobmart platform, of whether the transaction has been approved or declined.
- 1.7 Business services are set out on [Mobmart](#) and include additional functionality and services related to the payment services, such as transaction and data history, support, digital loyalty and direct marketing opportunities. The Merchant may enjoy certain free services, as indicated on the website above, whether or not business services are selected by the Merchant.
- 1.8 Once this agreement is duly signed, Mobmart will provide the payment services and the business services, if selected, to the Merchant in accordance with this document and the contract terms set out in our terms of use

Please read the full contract terms in the schedules below before signing this document. In the event of an inconsistency between a provision of the full contract terms on the website and a provision of this document, the provision of the former will prevail to the extent of the inconsistency.

2. FEES

- 2.1 The transaction rates and business services fees, where applicable, shall be charged by Mobmart in accordance with the rates and pricing guide published by it on [Mobmart](#) from time to time.
- 2.2 The above transaction rates and business services fees exclude VAT. VAT will be added, as applicable, to all fees due and payable by the Merchant in terms of this agreement.
- 2.3 MobMart reserves the right to amend the transaction rate, business services and business services fees at any time, on one month's written notice to the Merchant. The Merchant may terminate this agreement within such one-month period if it does not accept the changes.
- 2.4 Fees for business services will be paid monthly in advance via debit order, on the payment date selected by the Merchant on the accompanying debit order form, which date may not be later than the 10th day of the month.
- 2.5 Mobmart may agree to allow the Merchant a free trial period in respect of certain of the business services, as selected by Mobmart, any such free period shall never apply in respect of transaction rates.

3. PAYMENT SERVICES

- 3.1 The payment services provider will daily collect the Daily Merchant Collections, and pay the Daily Merchant Collections, less processing fees at the applicable rate, into the Merchant's nominated bank account. Settlement terms are detailed on the website, but receipt into the Merchant's account will still be subject to inter-bank agreements and other delays outside the control of Mobmart and/or the payment services provider.
- 3.2 The risk of fraud of any nature rests with the Merchant, and Mobmart will deduct amounts "charged back" by the bank from monies owing to the Merchant. If the Merchant is not owed money by Mobmart, then the Merchant will make a payment to Mobmart within thirty (30) days to cover the cost of the fraudulent transaction(s). Mobmart shall be entitled to terminate this Agreement immediately in the event of a fraudulent transaction occurring.
- 3.3 Receipt into its account constitutes the Merchant's warranty that it has complied in full with its obligations to the Mobmart User in regard to the supply of goods and services, and with the terms of this agreement.
- 3.4 Mobmart shall at any time during the operation of this agreement be entitled to require that transactions are subject to security protocols and/or payment authentication mechanisms (as selected/directed by Mobmart).
- 3.5 Payment Services may not be utilised for the purchase and sale of undesirable products as determined by Mobmart. If the Merchant offers such products for sale, Mobart shall be entitled to terminate this Agreement on 24 hours' notice.

4. MERCHANT UNDERTAKINGS AND WARRANTIES

- 4.1 The Merchant shall ensure that it receives approval of a transaction before releasing goods to a User and shall provide a written request for any refund due to a User.
- 4.2 The Merchant irrevocably authorises and instructs the payment services provider daily to pay the transaction rates directly to Mobmart from the Daily Merchant Collections.
- 4.3 The Merchant warrants to the payment services provider² that:
 - 4.3.1 it (the Merchant) is not a payment services provider;
 - 4.3.2 it has never been party to a contract with Visa or Mastercard that has been terminated at the instance of Visa or Mastercard, or by direction of any regulatory authority or court of law;
 - 4.3.3 on written notice from the payment services provider, it will provide transaction information to the payment services provider;
 - 4.3.4 it will not request that the payment services provider pay out any monies collected on the Merchant's behalf to a bank account outside operational Geographical area which the payment services provider will not do;
 - 4.3.5 it will not attempt to limit its liability by asking or requiring that Mobmart Users waive their dispute rights;
 - 4.3.6 it will notify the payment services provider in writing if its Visa and/or Mastercard turnover pursuant to this agreement with Mobmart exceeds the equivalent of USD 20 000 per annum; and
 - 4.3.7 if its turnover pursuant to this agreement with Mobmart exceeds USD 50 000 per annum, it will take all reasonable steps to establish a direct relationship with its own bank
- 4.4 The Merchant undertakes to cooperate (including but not limited to the provision of information and documentary evidence or records) with mobmart and/or the payment services provider in any investigation into fraudulent transactions related to the Merchant or its offering.

² Note that Mobmart accepts these warranties on behalf of the Payment Services Provider; and a breach by the Merchant of any such warranty will automatically also be a breach by the Merchant of this agreement.

5. CANCELLATION

- 5.1 Either party shall be entitled to cancel this agreement on written notice to the other party of not less than one month.
- 5.2 Mobmart shall be entitled to cancel this agreement on written notice to the Merchant if –
 - 5.2.1 the payment services provider has informed Mobamart that it is no longer willing to provide payment services to the Merchant; or
 - 5.2.2 the Merchant refused to apply the security protocols and/or payment authentication mechanism required by Mobamart; or
 - 5.2.3 in the reasonable opinion of Mobmart, the Merchant's conduct or treatment of Users or the Merchant's relationship with Mobmart is having a material adverse effect on the reputation of Zapper; or
 - 5.2.4 the Merchant is offering undesirable goods or services for supply; or

- 5.2.5 a fraudulent transaction occurs in connection with goods or services supplied and sold by the Merchant.
- 5.3 The Merchant shall be obliged to honour any and all unexpired vouchers issued during a voucher and/or loyalty campaign, notwithstanding that the campaign or the business services may have been terminated.
- 5.4 If the payment services provider receives notice from the Merchant's bank that the Merchant is no longer accepted by such bank, the payment services provider will have the right to identify and stop the acceptance from the Merchant, and in such circumstances, Mobmart will be entitled to terminate this agreement on written notice.
- 5.5 If the Merchant's turnover exceeds an amount equivalent to USD 100 000 per annum, the payment services provider and/or Mobmart shall be entitled to:
 - 5.5.1 notify the Merchant that it is required to take all reasonable steps to establish a direct relationship with the Merchant's bank; and
 - 5.5.2 terminate this agreement on written notice to the Merchant.

6. HARDWARE

- 6.1 Note that all software systems for purposes of the payment services will remain the property of Mobmart
- 6.2 Mobamart reserves the right to charge for any costs incurred in addressing issues resulting from misuse, misconfiguration or tampering of the Mobmart setup by the Merchant or any third-party.

SCHEDULE 1:

If the Merchant has elected to receive the business services as indicated below, Mobmart shall, subject to payment by the Merchant of the Business Services Fees in accordance with the Service Agreement, provide the services as found at www.mobmart.co.uk

SCHEDULE 2:

WEEKLY SETTLEMENTS		DAILY SETTLEMENTS	
Transaction days	Settlement Day	Transaction days	Settlement Day
Monday – Sunday	Monday	Friday, Saturday and Sunday individually	Monday
		Monday	Tuesday
		Tuesday	Wednesday
		Wednesday	Thursday

		Thursday	Friday
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SCHEDULE 3:

i. If the Merchant requests early settlement, the Merchant will, via the Merchant Portal be presented with:

a. The additional charge for early settlement; and

b. The proposed settlement.

ii. Early settlement will be wholly within the discretion of Mobmart, may be subject to further terms and conditions, and payment will not be made to the Merchant until such time as the Merchant has, via the Merchant Portal, accepted the offer in regard to early settlement.

GLOSSARY OF TERMS:

- Weekly Settlements – Settlement day Monday (transacting days Monday to Sunday), or the next working day should a settlement day fall on a Public Holiday;
- Daily Settlements - a settlement per transacted day settled on the next working day after the transaction(s) occurred. i.e. On a Monday there will be separate settlements done for Friday, Saturday and Sunday, or the next working day should a settlement day fall on a Public Holiday;
- Merchant Dashboard – an online portal provided to Mobmart merchants that allows them to communicate with and reward customers, as well as monitor transactions, business patterns and performance in real time. Merchants can also download financial collateral in line with the selected additional services;
- Transaction Data History (Merchant Dashboard)- a feature that allows the merchant to view customer transactions within the allowed date range provided by the selected additional services;
- Exportable Transaction Data History (Merchant Dashboard) – A feature available to merchants on the Business Services Plan that allows the merchant the ability to export customer transactions within the date range selected.

Digital loyalty (do not include)

- Digital Loyalty - shall mean loyalty campaigns subject to Mobamarts Fair Usage Policy. There will be no voucher redemption fees payable under the loyalty campaigns;
- Digital Voucher - shall mean voucher campaigns subject to Mobmart's Fair Usage. There will be no voucher redemption fees payable under the voucher campaigns;

Direct Marketing – shall mean message campaigns subject to Mobmart’s Fair Usage Policy;**cy**