

## MEMBER AGREEMENT FOR MEMBERS (“MEMBER AGREEMENT”)

THIS DOCUMENT IS A BINDING LEGAL AGREEMENT BETWEEN YOU, AS A MEMBER, AND VEEWARD. PLEASE READ THIS MEMBER AGREEMENT PAYING PARTICULAR ATTENTION TO THE LIABILITY PROVISIONS AT CLAUSE 14. THIS MEMBER AGREEMENT SHALL BE DEEMED ACCEPTED BY CLICKING “ACCEPT” OR OTHERWISE PROCEEDING TO USE THE PLATFORM. ONCE ACCEPTED YOU UNDERSTAND THAT YOU WILL BE BOUND BY ITS TERMS.

### IMPORTANT WORDS AND DEFINITIONS

In this Member Agreement, the following words have the following meanings:

**“Account”** means an account which is individual to you, which is created for the purpose of becoming a Member of the Platform.

**“Business Day”** means any day, other than a Saturday or Sunday or any public holiday, when the Banks in London are open for business.

**“Cardholder Account”** means an Account which has been Upgraded so that the Member to whom that Account belongs is entitled to apply for a Prepaid Card.

**“Content”** means any text, software, scripts, graphics, photos, sounds, music, videos, audio-visuals combinations, interactive features and other materials you may view on or access through the Platform, including User Content.

**“Consumer”** means an individual acting for purposes that are wholly or mainly outside that individual's trade, business, craft or profession.

**“Device”** means a mobile phone or other computing device (such as a ‘tablet’) with internet functionality.

**“Due Diligence”** means either the KYC or KYB identity verification check, as applicable.

**“Intellectual Property Rights”** means patents, trademarks, and service marks, rights in design, trade or business names or signs or domain names, copyrights (including without limitation rights in computer software, databases and websites), database rights, rights in confidential information (including without limitation know how and trade secrets), moral rights (and the benefit of any and all waivers thereof), rental and lending rights, topography rights (whether or not any of these is registered and including applications for registration of any such thing) and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of these which may subsist at any time anywhere in the world and all rights of action and goodwill arising at any time in relation thereto.

**“Invitation”** means an electronic message sent by or on behalf of a Partner to an individual which includes a link and a unique access code which will allow that individual to access the Platform and create an Account. **“Invite”** and **“Invited”** shall be interpreted accordingly.

**“KYB”** means the know your business identity verification checks which are carried out by our Third Party DD Provider.

**“KYC”** means the know your customer identity verification checks which are carried out by our Third Party DD Provider.

**“Member”** means you and/or any other Member who is invited to join the Platform to use the Services.

**“Partner”** means a user of the Platform that has a Partner Account.

**“Partner Account”** means an account available to users of the Platform who are not acting as Consumers and who use the Services to provide their Partner’s Reward Programme to Members.

Where this Member Agreement refers to **“you”** or **“your”** it means the individual accepting this agreement; where it refers to **“us”**, **“our”** or **“we”** it means Veeward.

**“Partner’s Reward Programme”** means any loyalty or reward programme offered by a Partner through the Platform.

**“Payment Partner”** means our chosen payment partner to process any payments made through the Platform.

**“Personal Data”** has the meaning set out in the Data Protection Legislation.

**“Platform”** means the Veeward Platform available at [www.veeward.com](http://www.veeward.com).

**“Point”** means an individual reward unit.

**“Prepaid Card”** means a prepaid Mastercard payment card issued by our Third-Party Card Operator.

**“Privacy Policy”** means Veeward’s privacy policy supplied to users via the Platform, as may be updated from time to time.

**“Reward”** means any voucher or other service available for a specified number of Points through the Platform.

**“Rider”** means special conditions for the provision of a Partner’s Reward Programme set out by the Partner.

**“Services”** means your use of the Platform and the Content we provide to you through it.

**“Third Party Card Operator”** means Crunch Payments Ltd, a company incorporated in England and Wales with company number 11929149, whose registered office is at Brent Hall Warley Gap, Little Warley, Brentwood, England, CM13 3DP.

**“Third Party DD Provider”** means Credas Technologies Ltd, a company incorporated in England and Wales with company number 10429398, whose registered office is at The Maltings, East Tyndall Street, Cardiff Bay, United Kingdom, CF24 5EA.

**“Upgrade”** has the meaning given to it in clause 4.1. **“Upgraded”** shall be interpreted accordingly.

**“Upgrade Token”** means a token which can be redeemed by a Member to upgrade their Account to a Cardholder Account.

**“Upgrade Token Fee”** means a one-off fee which allows a Member and/or Partner (as applicable) to purchase an Upgrade Token.

**“User Content”** means Content which a Member and/or a Partner (as applicable) contributes, submits, uploads, publishes or otherwise makes available through the Platform.

**“Veeward”** means Veeward Limited, a company registered in England and Wales with company number 14568028, whose registered office is at Olivers Barn Maldon Road, Witham, Essex, United Kingdom CM8 3HY.

## **Agreed terms**

### **1. ACKNOWLEDGEMENTS**

- 1.1. Use of the Platform by you is governed by the terms of this Member Agreement but some of the services which you can access through the Platform may also be subject to any rules or policies applied by any the relevant third party provider or operator including, but not limited to, the following third parties:
  - (a) The Prepaid Card is subject to the terms of service and privacy policy of the Third Party Card Operator. A copy of their terms of service can be found here [LINK] and a copy of their privacy policy can be found here [LINK].
  - (b) Each Partner’s Rewards Programme is subject to any Rider made available by the Partner. A copy of that Partner’s Rider will be made available on the Platform when you engage with that Partner’s Reward Programme.
  - (c) The Due Diligence process is carried out by our Third Party DD Provider. A copy of their terms of service can be found here [LINK] and a copy of their privacy policy can be found here [LINK].

(“**Third Party Terms**”).
- 1.2. You hereby acknowledge that failure by you to accept any relevant Third Party Terms where notified to do so by Veeward or by the relevant third party may result in us or the third party not being able to provide the relevant services to you. Failure to accept such terms shall give us a right to terminate or suspend your Account. If there is any conflict between the terms of this Member Agreement and any applicable Third Party Terms, the Third Party Terms will apply instead of these terms.
- 1.3. We may change these terms at any time without notice. Any such changes shall take effect on the next occasion that you make use of the Platform. Any such new terms may be displayed on-screen when you next use the Platform, and you may be required to read and accept them in order to continue your use of the Platform.

- 1.4. The terms of this Member Agreement apply to the Platform and to any updates or supplements to the Platform, unless such additions are provided pursuant to separate terms, in which case those terms shall apply. From time to time, we may automatically update the Platform and change the Service to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Depending on the update, you may not be able to use the Services until you have downloaded, streamed or accepted the updates and accepted any new applicable terms.
- 1.5. You will be assumed to have obtained permission from the owners of any Devices that are controlled, but not owned, by you which you may use to access or use the Platform. You and they may be charged by your and their service providers for internet access on the Devices. You accept responsibility in accordance with the terms of this Member Agreement for the use of the Platform on any such Device, whether or not it is owned by you.
- 1.6. You acknowledge that we will process your Personal Data on the basis set out in our Privacy Policy and accept that we will process some of your Personal Data in order to deliver the Platform and Services to you in accordance with this Member Agreement. You must read our Privacy Policy. You can review our Privacy Policy at any time when using our Platform. You warrant that any Personal Data that you provide to us is accurate, complete and up to date in all respects.
- 1.7. You acknowledge and agree that internet transmissions are never completely private or secure and that any message or information you send using the Platform or any Service may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.
- 1.8. Any words following the terms **including, include, in particular or for example** or any similar phrase shall be construed as illustrative and shall not limit the generality of the related general words.

## **2. YOUR ACCOUNT**

- 2.1. In order to receive the Services, you must register and create an Account with us using the Platform. You will only be entitled to register and create an Account where you have received an Invitation from a Partner and creation of an Account is subject to you passing any required Due Diligence check. Your Account is in no way linked to the Partner that invited you. You are entitled to participate in any Partner Reward Programme available through the Platform at your discretion.
- 2.2. You agree that you will be solely responsible for all activity that occurs under your Account, and you agree to maintain the security and secrecy of your Account username, password and Account information.
- 2.3. You must notify Veeward immediately of any breach of security or unauthorised use of your Account that you become aware of.

- 2.4. You confirm that the information you provide when creating your Account is accurate and complete, and that you will update us through the Platform as and when your information changes.
- 2.5. By setting up an Account you confirm that you are at least 18 years of age or, if higher, the appropriate age of majority in which you can lawfully use the Services, you are not precluded by domestic laws to use the Services and you have not been previously banned from using the Platform and/or the Services.
- 2.6. There is no fee associated with setting up an Account.
- 2.7. An Account will be deemed inactive if the following criteria have been met in a period totalling more than 183 days:
  - (a) the Account has not been logged into;
  - (b) the Member has not received any Points or Rewards from a Partner;
  - (c) the Member has not redeemed any rewards; and
  - (d) the Account has no valid Prepaid Card associated with it.
- 2.8. Members who set up an Account will join the Platform as a Consumer.
- 2.9. Members who meet the eligibility criteria set out in the Platform can apply to open a separate Partner Account and become a Partner. Separate terms will apply to those users who open a Partner Account.

### **3. DUE DILIGENCE**

- 3.1. In order to set up an Account, you must complete the KYC identification verification checks. KYC is carried out by our Third Party DD Provider.
- 3.2. If you do not pass the KYC identification verification checks, or provide insufficient information in relation thereto, we are entitled to refuse to allow you to open an Account and/or decline to provide you with the Service or terminate any Account you have already opened or cease to provide you with further Service. In some circumstances, we and/or the Third Party DD Provider may also be legally required to report to the National Crime Agency any knowledge or suspicion we may have of money laundering or if we have reasonable grounds for knowing or suspecting money laundering.

### **4. UPGRADING TO A CARDHOLDER ACCOUNT**

- 4.1. If you meet the eligibility criteria set out in the Platform, and upon redemption of an Upgrade Token, you may be entitled to upgrade your account to a Cardholder Account (an “**Upgrade**”).
- 4.2. Members who have Upgraded to a Cardholder Account are entitled to apply for a Prepaid Card with our Third Party Card Operator. Prepaid Cards can be linked to your Cardholder Account so that Points can be redeemed using the Prepaid Card anywhere that accepts the Prepaid Card.

Members are entitled to hold a Prepaid Card for thirty-six months (three years). Prepaid Cards will not be automatically renewed after this period and you will be required to purchase and redeem further Upgrade Tokens in order to Upgrade to a Cardholder Account again.

- 4.3. Upgrade Tokens can either be purchased through the Platform by paying the Upgrade Token Fee set out in the Platform, or can be gifted from a Partner when that Partner sends an Invitation to the prospective Member.
- 4.4. The applicable Upgrade Token Fee will be as set out in the Platform at the time when you request to Upgrade your Account. However, the price to be paid for Upgrading your Account will always be shown before you Upgrade. You can pay through your Account on the Platform.
- 4.5. Upon purchase of an Upgrade Token, or redemption of an Upgrade Token gifted to you by a Partner, your application to Upgrade your Account to a Cardholder Account will commence.
- 4.6. Partners have sole discretion when sending an Invitation to provide the recipient of that Invitation with an Upgrade Token but are under no obligation to do so. Instructions on how to redeem the Upgrade Token will be as set out in the Platform at the time when you request to Upgrade your Account.
- 4.7. Upgrade Tokens gifted by Partners are valid for redemption for a period of one month from the date on which the Invitation enclosing that Upgrade Token was sent. If not redeemed by you within one month, the Upgrade Token will be transferred back to the Partner.
- 4.8. Prepaid Cards are operated by the Third Party Card Operator and Veeward makes no guarantee that Members who have Upgraded to a Cardholder Account will be successful in applying for a Prepaid Card. No refund of the Upgrade Token will be given if you are unsuccessful in your application for a Prepaid Card.
- 4.9. Some transactions on your Prepaid Card may incur additional card and transaction fee, as set out in the Third Party Card Operator Terms and are subject to change. Where possible, Veeward will inform you of such additional costs in advance, but makes no guarantee that it will do so.

## 5. EARNING POINTS AND RECEIVING REWARDS

- 5.1. Points are earned under the terms and conditions set out in the Rider for the relevant Partner Reward Programme. Veeward will only allocate Points to Members under direct instructions from a Partner to do so.
- 5.2. Each Point has no face value until such time as it is redeemed in return for a Reward or the corresponding value on a Prepaid Card. All Rewards remain our property until they are redeemed. The redemption rate for each Reward will be set by us at the point of redemption.
- 5.3. Members can exchange Points for Rewards within the Platform. If you have upgraded to a Cardholder Account you can redeem your Points using your Prepaid Card.
- 5.4. All Members may nominate a beneficiary (or beneficiaries) of the Points held in their Account (herein after, the **“Beneficiary”**), to whom the Points will be allocated in the event of the death of that Member. In order to receive the Points, the Beneficiary must also be a Member with an

active Account. On provision of a death certificate and proof of the person claiming to be a Beneficiary's identity documents, we will transfer the remaining rewards into the Beneficiary's Account provided the deceased Member's Account has not been suspended or terminated under clause 17.2. If the deceased Member had any Points already redeemed onto their Prepaid Card, the Third Party Card Operator shall forfeit those Points back to the Account so that they can be allocated to the Beneficiary's Account. Please note that we reserve the right to ask the executors for such further documentary evidence as we may require. Upon allocation of the Points in the applicable Account to the Beneficiary, we will close the Account and the Third Party Card Operator shall, in its absolute discretion, be entitled to terminate or cease providing their services to the deceased Member.

- 5.5. Prepaid Cards will remain valid subject to the terms supplied by the Third Party Card Operator. If your Prepaid Card expires before any Points which have been redeemed against it have been spent, those unredeemed Points will be forfeited back to the linked Account.
- 5.6. If your Account has been deemed inactive (please see clause 2.7 for information on when an Account will be considered inactive), any Points residing in that Account will expire and the Member's Points balance will be reset to zero.
- 5.7. If we determine that Points and/or Rewards have been awarded in breach of this Member Agreement or any terms and conditions specified in any applicable Rider, or Points and/or Rewards have been awarded in error, we reserve the right to remove and cancel those rewards without any liability to you whatsoever. In the event that you have been awarded Points and/or Rewards in error, and you have redeemed them, we reserve the right to ask you to pay us the amount equal to the value of the redemption or to set off the number of rewards you were erroneously awarded against any rewards which are later generated for any reason.
- 5.8. If you have not received any Points or Rewards which you believe you are entitled to, you should contact the Partner in the first instance. If the issue cannot be resolved with the Partner directly, please see clause 16 for how to make a complaint about a Partner.
- 5.9. All Members are solely responsible for reporting any tax liability that may occur Associated with any Points or Rewards earned from Partners.

## **6. ACCOUNT COSTS AND SERVICE FEES**

- 6.1. Payments through the Platform are made using our Payment Partner. Use of our Payment Partner to make purchases through the Platform will be subject to their terms and conditions. In order to process your payment, you will be required to accept our Payment Partner's terms and conditions.
- 6.2. We may change or add to our payment methods from time to time. Such changes or additions will be as set out in the payment page on the Platform.
- 6.3. You authorise us (or our payment processor) to charge your credit or debit card using the payment information provided when paying any applicable fees on the Platform.

## **7. LICENCE**

- 7.1. We grant you a revocable, non-transferable, non-exclusive licence to use the Platform and to receive the Services on your Devices, subject to these terms, the Privacy Policy and any other documents referred to hereunder. We reserve all other rights.
- 7.2. We may suspend, terminate or withdraw the licence at clause 7.1 which may include your access to your Account, the Platform and Services where you breach these terms or where it is necessary to protect our legitimate business interests without notice to you.

## **8. USER CONTENT**

- 8.1. As an Account holder, you may access User Content submitted by other Members or Partners when using the Services. We require our Members and Partners to ensure that their User Content is accurate, complete and not misleading in any way, but we do not verify such content, nor do we have control over the subject matter or content of any such User Content.
- 8.2. You accept that each Member and/or Partner, and not us, is solely responsible for all aspects of their User Content.
- 8.3. You agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against Veeward with respect to any User Content.
- 8.4. As a Member, you may submit your own User Content. You agree not to provide User Content that is:
  - (a) false, inaccurate or misleading;
  - (b) in breach of any third party rights (including without limitation its Intellectual Property Rights, rights to privacy, or rights to confidentiality);
  - (c) abusive or otherwise intended to bully, harass, insult, intimidate or humiliate; or
  - (d) defamatory, libellous, hateful, violent, obscene, pornographic, unlawful, or otherwise offensive, as determined by Veeward in its sole discretion.
- 8.5. You represent and warrant to us that you have all rights, permissions and consents to submit any User Content to us.
- 8.6. We have the right to disclose your identity to any third party who is claiming that any User Content posted or uploaded by you to our Services constitutes a violation of their rights, including, without limitation, their Intellectual Property Rights, right to privacy or confidentiality or is otherwise in breach of the terms of this Member Agreement.
- 8.7. Veeward may, but shall not be obligated to, review, monitor, or remove your User Content, at any time and for any reason, without notice to you.

## **9. LINKS FROM THE PLATFORM**

- 9.1. The Service (including the Content) may include hyperlinks to other web sites that are not owned or controlled by Veeward. Veeward has no control and assumes no responsibility for the content, privacy policies or practices of any third-party websites.
- 9.2. You acknowledge and agree that Veeward is not responsible for the availability of any such external sites or resources, and does not endorse any advertising, products or other materials on or available from such web sites or resources.
- 9.3. You acknowledge and agree that Veeward is not liable for any loss or damage which may be incurred by you as a result of the availability of those external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such web sites or resources.

## **10. INTELLECTUAL PROPERTY**

- 10.1. All Intellectual Property Rights in the Platform and the Services throughout the world belong to us (or our licensors) and the rights in the Platform and the Services are licensed (not sold) to you. You have no Intellectual Property Rights in, or to, the Platform or the Services other than the right to use them in accordance with these terms.
- 10.2. You are the owners of all Intellectual Property Rights in your User Content, and you shall be solely responsible for the same. You grant Veeward a worldwide, perpetual, irrevocable, transferable, royalty-free licence, with the right to sub-licence, to use, copy, modify, create derivative works of, distribute, publicly display, publicly perform, and otherwise exploit in any manner such User Content in all formats and distribution channels now known or hereafter devised without further notice to or consent from you, and without the requirement of payment to you or any other person or entity in order to provide the Services.
- 10.3. Except for your User Content, you accept and acknowledge that all Content on the Service is either owned by or licensed to Veeward by third parties, and is subject to the Intellectual Property Rights of Veeward or Veeward's licensors. Any third-party trade or service marks present on such Content are trade or service marks of their respective owners. Such Content may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purpose whatsoever without the prior written consent of Veeward or, where applicable, Veeward's licensors. Veeward and its licensors reserve all rights not expressly granted in and to their Content.

## **11. LICENCE RESTRICTIONS**

Except as expressly set out in this Member Agreement or as specifically permitted by any local law, you agree:

- (a) not to copy the Platform or the Services except where such copying is incidental to normal use of the Platform, or where it is necessary for the purpose of back-up or operational security;
- (b) not to rent, lease, sub-license, loan, provide, or otherwise make available, the Platform or the Services in any form, in whole or in part to any person without prior written consent from us;

- (c) not to translate, merge, adapt, vary or modify the whole or any part of the Platform or the Services, nor permit the Platform or the Services any part of it to be combined with, or become incorporated in, any other programs, except as necessary to use the Platform and the Services on Devices as permitted in these terms;
- (d) not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the Platform 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 Platform with another software program, and provided that the information obtained by you during such activities:
  - (i) is used only for the purpose of achieving inter-operability of the Platform with another software program;
  - (ii) is not disclosed or communicated without our prior written consent to any third party;
  - (iii) is kept secure; and
  - (iv) is not used to create any software that is substantially similar to the Platform;
- (e) not to provide or otherwise make available the Platform in whole or in part (including object and source code), in any form to any third party without prior written consent from Veeward; and
- (f) to comply with all technology control or export laws and regulations that may apply to the technology used or supported by the Platform or Service.

Together, such conditions the **“Licence Restrictions”**.

## **12. ACCEPTABLE USE RESTRICTIONS**

As a condition of being granted access to the Platform and the Services you agree:

- (a) not to (or attempt to) circumvent, disable or otherwise interfere with any security related features of the Service or features that enforce limitation on use of the Service or the Content;
- (b) not to launch any automated system (including, without limitation, any robot, spider or offline reader) that accesses the Services in a manner that sends more request messages to the Veeward servers in a given period of time than a human can reasonably produce in the same period by using a publicly available, standard web browser;
- (c) not submit or transmit any material, including User Content, that is unlawful, in breach of third party rights, inaccurate, false, defamatory, offensive or otherwise objectionable in relation to your use of the Platform or any Service;

- (d) not use the Platform or Service in an unlawful manner, for any unlawful purpose, or in any manner inconsistent with this Member Agreement, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the Platform, any Service or any operating system;
- (e) not use the Platform or Service to offer, solicit, arrange, or engage in, any kind of activity or arrangement which is, or which would be unlawful;
- (f) not infringe our rights or those of any third party in relation to your use of the Platform or any Service (to the extent that such use is not expressly licensed by this Member Agreement);
- (g) not use the Platform or Service in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
- (h) not collect, extract or harvest any information or data from the Platform, any Service or our systems or attempt to decipher any transmissions to or from the servers running any Service.

Together, such conditions the "**Acceptable Use Restrictions**".

### **13. WARRANTIES AND DISCLAIMERS**

- 13.1. Although we make reasonable efforts to update all information which is provided by us through the Platform and the Service, we make no representations, promises, warranties or guarantees, whether express or implied, that such information is accurate, complete or up to date.
- 13.2. All Content we submit on the Platform is for information purposes only. Such Content is not intended to be a substitute for professional advice.
- 13.3. The Platform and Services have not been developed to meet your individual requirements. Please check that the features and functions of the Platform and Services (as set out in the Platform) meet your requirements.
- 13.4. You agree that the Services (or any part thereof) will not be available during any maintenance carried out by us or our selected third parties. We shall use reasonable endeavours to notify you of any planned maintenance periods. Accordingly, you agree to back up any Content used in connection with the Platform to protect yourself in case of problems with the Platform or Services.
- 13.5. We are not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and you acknowledge that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 13.6. Save for as expressly set out in these terms and to the extent permitted by law, no implied terms, warranties or conditions shall apply to the Platform or Services, or their use by you.

### **14. LIMITATION OF LIABILITY**

- 14.1. References to liability under this clause includes every kind of liability arising under or in connection with this Member Agreement including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 14.2. Veeward shall not be liable for:
  - (a) any loss or damage caused by other users including any loss in connection with another user's conduct or error;
  - (b) your exposure to User Content;
  - (c) any loss or damage that was not directly caused by Veeward's breach of this Member Agreement;
  - (d) any actions or omissions of a Third Party DD Provider, Third Party Card Operator, Partners or other Members;
  - (e) any loss or damage caused by you including without limitation your failure to provide Veeward with accurate Account information and your failure to keep your password or Account details secure and confidential;
  - (f) any loss or damage that was not, at the time this Member Agreement was formed between you and Veeward, a reasonably foreseeable consequence of Veeward breaching this Member Agreement; or
  - (g) any damage to your Device caused if the Platform is defective which could have been avoided by using the Platform in accordance with these terms or otherwise following our advice to remedy any defect.
- 14.3. In addition to the limitations and exemptions set out under clause 14.2, we shall not be liable to you for the following types of loss or damage: loss of profits; loss of sales or business; loss of agreements or contracts; loss of anticipated savings; loss of use or corruption of software, data or information; loss or damage to property; loss of or damage to goodwill or reputation; indirect or consequential loss.
- 14.4. Our maximum aggregate liability under or in connection with this Member Agreement (or any collateral contract) and your use of the Platform and Services shall in no circumstances exceed:
  - (a) the amount of fees you have paid to us for your use of the Platform or Services in connection with which the liability arose;
  - (b) if the liability arose as a result of your general use of the Platform, our liability shall not exceed the amount of fees (if any) you paid in connection with using our Platform within the 12 months immediately preceding the date on which the liability arose; or
  - (c) where the liability concerns Points which have been wrongly deducted or which should have been credited, our liability shall be to credit the relevant Account with any Points which have been wrongly deducted or should have been credited but were not.

14.5. Nothing in this Member Agreement shall limit or exclude our liability for:

- (a) death or personal injury resulting from our negligence;
- (b) fraud or fraudulent misrepresentation; or
- (c) any other liability that cannot be excluded or limited by English law.

## **15. RELEASE FROM CLAIMS WITH PARTNERS AND OTHER THIRD PARTIES**

15.1. We do not own, create, sell, provide, control or manage any of the Partner's Reward Programme or the Prepaid Card. Partners are alone responsible for the Partner's Reward Programme and the Third Party Card Operator is responsible for the Prepaid Card. When a Point is earned or a Reward is confirmed for the Partner's Reward Programme, a legally binding contract is formed solely between you and the Partner. Likewise, when you apply for a Prepaid Card, a legally binding contract is formed solely between you and the Third Party Card Operator. We are not and do not become a party to any contractual relationship for or in connection with any purchase and/or sale made pursuant to Partner's Reward Programme/ Prepaid Card.

15.2. As we are not the Partners/Third Party Card Operator, we have no control over and do not give any commitment relating to the existence, quality, safety, genuineness or legality of the Partner's Reward Programme/Prepaid Card, any Partners Content, the ability of the Partners to provide the Partner's Reward Programme or the ability of the Third Party Card Operator to provide the Prepaid Card and we have no liability in this respect.

15.3. If there is a dispute between you and a Partner or the Third Party Card Operator, you hereby release us from any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. You shall indemnify us and our connected parties against any losses, damages, expenses, costs, liabilities or claims we or our connected parties may suffer or incur arising out of or in connection with any such disputes.

## **16. COMPLAINTS**

16.1. You may submit a complaint to us about a Partner and/or the Partner's Reward Programme provided by contacting us:

- (a) by email at: [complaints@veerward.com](mailto:complaints@veerward.com)
- (b) by telephone: 020 4570 0697
- (c) by post: Complaints Department, Veeward Limited, Olivers Barn, Maldon Road, Witham, Essex CM8 3HY.

16.2. When handling a complaint we shall:

- (a) investigate the matter having regard to the information provided by the Partner/s and yourself including, but not limited to, accessing any relevant information available on our Platform such

as any conversations which have taken place through the Platform's chat functionality or any Content;

- (b) where appropriate, notify the Partner/s who is/are the subject of the complaint;
- (c) work with both parties to resolve the dispute; and
- (d) determine any other actions that should be taken.

16.3. Our handling of the complaint does not under any circumstances bind us as a party in any contractual relationship for or in connection with the provision of Partner's Reward Programme.

16.4. This provision does not replace yours or the Partner's rights to pursue proceedings or take any form of action against the other.

## **17. TERMINATION**

17.1. You may terminate this Member Agreement at any time, by giving us four weeks' written notice, after which your Account will be closed.

17.2. Without prejudice to our rights hereunder, we may terminate this Member Agreement or suspend your Account immediately without notice to you:

- (a) if you commit a breach of this Member Agreement which you fail to remedy (if remediable) within 3 days after being notified to do so;
- (b) you fail to accept any Third Party Terms where notified to do so by Veeward or by the relevant third party;
- (c) if you fail to pass any Due Diligence checks we require you to undertake;
- (d) if you breach any of the Licence Restrictions or the Acceptable Use Restrictions;
- (e) if we have any reason to suspect that your use of the Platform and Services is unlawful, or that it would bring us and/or other Members or the Platform into disrepute;
- (f) if we believe that we are required to terminate your use of the Platform and Services by law or any instruction of a regulator or other body with competent authority; or
- (g) if we withdraw the Platform from service, or otherwise reorganise or restructure our business so as to necessitate the termination or suspension of provision of the Platform to you.

17.3. Without prejudice to our rights hereunder, we may terminate this Member Agreement, or generally cease offering or deny access to the Platform and Services or any portion thereof, at any time for any or no reason whatsoever, immediately by notifying you in writing.

17.4. On termination for any reason:

- (a) all rights granted to you under this Member Agreement shall cease;

- (b) any Prepaid Card you have will be terminated and any unredeemed Points on the Prepaid Card will be forfeited back to your Account;
- (c) subject to clause 17.5, any Points earned and any Rewards granted but not redeemed shall expire;
- (d) you must immediately cease all activities authorised by this Member Agreement, including your use of the Platform and any Services; and
- (e) any clause in these Terms, which expressly or would by implication survive termination of the relationship between us, shall do so in full force and effect.

17.5. If we terminate this Member Agreement, any Points which were on the Prepaid Card and which were forfeited back to your Account as set out in clause 17.4(b) and which expired when your Account was closed will be recoverable for a period of up to 365 days from the day on which your Account was closed. In order to recover such Points, please contact our Customer Service Team.

17.6. If you have a Prepaid Card, please note that the Third Party Card Operator will have additional rights to terminate the Prepaid Card. Please review their terms and conditions.

## **18. COMMUNICATION BETWEEN US**

- 18.1. If you wish to contact us, please contact us by e-mail at [hello@veeward.com](mailto:hello@veeward.com) or by post to Olivers Barn, Maldon Road, Witham, Essex, United Kingdom, CM8 3HY .
- 18.2. If we have to contact you or give you notice in writing, we will do so by e-mail, text message, short message service or by pre-paid post using the contact details you have provided to us or via any messaging or notification service available on the Platform.
- 18.3. Where any communication or notification is sent by:
  - (a) e-mail, text message, short message service or via the Platform, such communication or notification shall be deemed received at the time of transmission (provided that the sender does not receive any kind of transmission failure notice); and
  - (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting.

## **19. EVENTS OUTSIDE OUR CONTROL**

- 19.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this Member Agreement that is caused by any act or event beyond our reasonable control, including, without limitation, failure of public or private telecommunications networks (each an "**Event Outside Our Control**").
- 19.2. If an Event Outside Our Control takes place that affects the performance of our obligations under this Member Agreement will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control.

19.3. We shall take reasonable steps to prevent or minimise delay.

## **20. OTHER IMPORTANT TERMS**

- 20.1. We may transfer our rights and obligations under this Member Agreement to another organisation, but this will not affect your rights under this Member Agreement.
- 20.2. You may only transfer your rights or obligations under this Member Agreement to another person if we agree in writing.
- 20.3. If we fail to insist that you perform any of your obligations under this Member Agreement, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 20.4. Each of the terms of this Member Agreement operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining terms will remain in full force and effect.
- 20.5. This Member Agreement, and any documents referred to therein, its subject matter and its formation, are governed by the law of England and Wales. You and we both agree that the courts of England and Wales will have exclusive jurisdiction to settle any disputes (including non-contractual) arising from or in connection with this Member Agreement.
- 20.6. The use of this Platform is lawful in England and Wales. Should you choose to use the Platform, anywhere else in the world you are responsible for checking local law and ensuring your compliance with it.