

TERMS AND CONDITIONS

1 WHAT THESE TERMS COVER

- 1.1 VYBE is an online platform operated by VYBE SAS a French company, through the platform www.vybecard.com. It offers applicants and their friends the right to join the waiting list for a Vybe card. The Vybe card will offer card holders exclusive benefits including promotional offers at certain restaurants and fast-food outlets and discounts on a range of other products and services. These services and any other services we provide are together called the "Services" and will be subject to separate terms and conditions which will be published on the website at the time that the Vybe card is launched.
- 1.2 Anyone wishing to apply for a Vybe card can register on the website to join the waiting list and download the Vybe app. Applicants can also refer and sponsor their friends.
- 1.3 These Terms and Conditions (these "Terms") apply to the registration for a Vybe card and for referrals and sponsorships. Anyone ("you") agree that by applying to join the waiting list for a Vybe card you are entering into a legally binding agreement between you and us. These Terms will be replaced when the Vybe card is issued in the United Kingdom. You will be notified of terms and conditions that apply to the Vybe card at the time it is issued. The new Terms will also be published on our website.
- 1.4 Please read these Terms carefully before you register your details and join our waiting list or make a friend referral. We recommend that you print a copy of these Terms for future reference. If you do not agree to these Terms, you must not register on our waiting list or make a referral to anyone else.

2 WHO WE ARE AND HOW TO CONTACT US

- 2.1 **Who we are.** We are Vybe London Limited a company registered in England and Wales. Our company registration number is 12797029 and our registered office is at 124, Finchley Road, London NW3 5JS. We are a wholly owned subsidiary of Vybe SAS a company incorporated in France which is registered at the Paris Commercial Registry under number 853297905 with offices at 66 rue des Archives, 75003 Paris, France.
- 2.2 **How to contact us.** You can contact us by writing to us at: contact@vybecard.com.
- 2.3 **How we may contact you.** If we have to contact you we will do so by writing to you at the email address or postal address you provided to us when you register through our website.
- 2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3 REGISTRATION SUBSCRIPTION AND OUR CONTRACT WITH YOU

- 3.1 **Registration.** In order to apply for Vybe card you and sponsor your friends you will need to register on our website and download our app. You must be over 13 years of age and resident in the United Kingdom.
- 3.2 **Password and Security.** When you register with us you will be asked to create a password and a user name. Where you create a username that username will be an email address. It is your responsibility to keep these details secure and confidential and they must not be disclosed to anyone. If you have any reason to believe that your user name and/or password have been disclosed to anyone you must change them immediately and if you need assistance to do so please contact us so that we can explain to you how you can do this. You agree to notify us immediately if anyone has accessed your account without permission.

4 CONTENT AND INTELLECTUAL PROPERTY

- 4.1 We are the owner or the licensee of all intellectual property rights in our website, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 4.2 What you are allowed to do
- You may only use our website to register for a Vybe card and refer friends in accordance with these Terms. You may retrieve and display content from our website on a computer screen, print and copy individual pages and, store such pages in electronic form.
- 4.3 What you are not allowed to do
- 4.3.1 Except to the extent expressly set out in these terms and conditions, you are not allowed to:

- (a) 'scrape' content or store content of our website on a server or other storage device connected to a network or create an electronic database by systematically downloading and storing all of the content of our website;
- (b) remove or change any content of our website or attempt to circumvent security or interfere with the proper working of our website or the servers on which it is hosted; or
- (c) create links to our website from any other website, without our prior written consent, although you may link from a website that is operated by you provided the link is not misleading or deceptive and fairly indicates its destination, you do not imply that we endorse you, your website, or any products or services you offer, you link to (and do not frame or replicate) the home page of our website, and the linked website does not contain any content that is unlawful, threatening, abusive, defamatory, pornographic, obscene, vulgar, indecent, offensive or which infringes on the intellectual property rights or other rights of any third party.

4.3.2 You must only use our website and anything available from our website for lawful purposes (complying with all applicable laws and regulations), in a responsible manner, and not in a way that might damage our name or reputation or that of any of our affiliates.

4.3.3 All rights granted to you under these terms and conditions will terminate immediately in the event that you are in breach of any of them.

4.4 Intellectual property rights

All intellectual property rights in any content of our website (including text, graphics, software, photographs and other images, videos, sound, trade marks and logos) are owned by us or our licensors. Except as expressly set out here, nothing in these terms and conditions gives you any rights in respect of any intellectual property owned by us or our licensors and you acknowledge that you do not acquire any ownership rights by downloading content from our website. In the event you print off, copy or store pages from our website (only as permitted by these terms and conditions), you must ensure that any copyright, trade mark or other intellectual property right notices contained in the original content are reproduced.

4.5 Content

4.5.1 We may change the format and content of our website from time to time. You agree that your use of our website is on an 'as is' and 'as available' basis and at your sole risk.

4.5.2 Whilst we try to make sure that all information contained on our website (other than any user-generated content) is correct, it is not intended to amount to authority or advice on which reliance should be placed. You should check with us or the relevant information source before acting on any such information.

4.5.3 We make or give no representation or warranty as to the accuracy, completeness, currency, correctness, reliability, integrity, quality, fitness for purpose or originality of any content of our website and, to the fullest extent permitted by law, all implied warranties, conditions or other terms of any kind are hereby excluded and we accept no liability for any loss or damage of any kind incurred as a result of you or anyone else using our website or relying on any of its content.

4.5.4 We cannot and do not guarantee that any content of our website will be free from viruses and/or other code that may have contaminating or destructive elements. It is your responsibility to implement appropriate IT security safeguards (including anti-virus and other security checks) to satisfy your particular requirements as to the safety and reliability of content.

4.5.5 This **website** may include information and materials uploaded by other users of our website, including to bulletin boards and chat rooms. This information and these materials have not been verified or approved by us. The views expressed by other users on our site do not represent our views or values.

5 OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

5.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not

foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

5.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of any term implied by the Consumer Rights Act 2015 and which, by law, may not be limited or excluded under Part I of the Consumer Protection Act 1987; or for any other liability that, by law, may not be limited or excluded.

5.3 **We will take all reasonable care in so far as it is within our power to do so to keep your details secure** but in the absence of negligence on our part we will not be held liable for any loss you may suffer if a third party procures unauthorised access to any data you provide when accessing or using our website and our mobile app.

5.4 **We are not liable for business losses.** We only supply the Services for domestic and private use. If you use the Services for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

6 HOW WE MAY USE YOUR PERSONAL INFORMATION

6.1 How we will use your personal information.

6.2 We will use the personal information you provide to us to register your application for a Vybe card to you and to any friend you refer.

6.3 We will only use your personal information for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose. If you wish to get an explanation as to how the processing for the new purpose is compatible with the original purpose, please contact us.

6.4 If we need to use your personal information for an unrelated purpose, we will notify you and we will explain the legal basis which allows us to do so.

6.5 Please note that we may process your personal information without your knowledge or consent, in compliance with the above rules, where this is required or permitted by law.

6.6 We may share your personal information with VYBE SAS and other Vybe Group companies.

7 AVAILABILITY OF OUR WEBSITE

7.1 Although we endeavour to provide continuous access to our website we make no promise that such services will meet your requirements nor that they will be available or error free. If a fault occurs with our website please report it to us as soon as possible in order that we can correct the fault as soon as reasonably practicable.

7.2 Your access to our website may be restricted to allow for repairs, maintenance or the introduction of new facilities or services. We will endeavour to restore your access as soon as reasonably possible.

7.3 You acknowledge that the website is provided on an "as is" and "as available" basis and we make no warranties and give no guarantees (unless otherwise stated in these Terms or required by law) in respect of the content, information, materials and services contained on our website and mobile app.

7.4 We accept no liability for any loss or damage resulting from action taken in reliance on material or information contained on the website.

8 OTHER IMPORTANT TERMS

8.1 **We may transfer this Agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation.

8.2 **Sharing your personal information.** We may share your personal information within VYBE SAS and other group companies as well as external third parties. Where external third parties are based outside the EEA their processing of your personal information will involve a transfer of data outside the EEA. Whenever we transfer your personal information out of the EEA, we will only transfer your personal information to countries that

have been deemed to provide an adequate level of protection for personal information by the European Commission. Please contact us if you want further information on the specific mechanism used by us when transferring your personal information out of the EEA.

- 8.3 **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 8.4 **Force Majeure.** We shall not be in breach of these Terms nor liable for delay in performing, or failure to perform, any of our obligations under these Terms if such delay or failure result from events, circumstances or causes beyond our reasonable control. We will notify you promptly if such a delay or failure arises. If the period of delay or non-performance continues for more than one week from us giving you notice of it you may terminate any current order by giving us notice in writing of not less than two (2) working days.
- 8.5 **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 8.6 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 8.7 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.
- 8.8 **Which laws apply to this contract.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts.

INFORMATION ABOUT HOW WE USE COOKIES

Our website uses 5 cookies.

A cookie is a small file of letters and numbers that we put on your computer if you agree. These cookies allow us to distinguish you from other users of our website, which helps us to provide you with a good experience when you browse our website and also allows us to improve our site. The cookies we use are "analytical" cookies. They allow us to recognise and count the number of visitors and to see how visitors move around the site when they are using it. This helps us to improve the way our website works, for example by ensuring that users are finding what they are looking for easily.

Read more about the individual cookies we use and how to recognise them by clicking here https://vybecard.com/en-gb/vybe_cookie_policy.pdf