

END USER LICENSE AGREEMENT (EULA)

This End User License Agreement ("EULA") when accepted by you, constitutes a legal agreement between Fygo (defined below) and the end user of our services ("you", "your").

This EULA applies when you download or use the Fygo App, register a Fygo Account, use the Fygo Website, or when we provide card-linked information services to you with respect to a UK, USA, Canada, Sweden or Ireland registered payment card.

Fygo Technologies Limited is a company incorporated and registered in England and Wales with company number 12532429, whose registered office is at Kemp House, 160 City Road, London EC1V 2NX, UK ("we", "us", "our" or "Fygo"). We are a consumer rewards loyalty program provider. This is not a regulated service. We do not provide banking or other regulated services.

Our services will enable you to receive individual and group reward offers, discounts and cash payments such as Fygo Offers and Fygo Rewards when you purchase goods or services from Partners.

By downloading the Fygo App, using the Fygo Services or accessing your Fygo Account via any web or other interface you agree to be bound by this EULA which form a binding contract between you and us until such time as your Fygo Account is closed by you or us.

1. DEFINITIONS

Fygo Account	the Fygo App account in a Fygo User's name, associated with the payment card(s) linked by the Fygo User, the log in and access to which is limited to that specific Fygo User
Fygo App	the mobile application created, managed, operated and owned by Fygo Technologies Limited or its successors, agents, employees, or contractors with which a Fygo User may hold a Fygo Account to, for example and without limitation, earn Fygo Rewards
Fygo Offer	a promotional offer in the form of a cashback percentage (%) amount created and presented by Fygo on the Fygo App for a Fygo User, or several Fygo Users as the context may require, to generate, for example and without limitation, Fygo Rewards through the completion of Qualifying Transactions
Fygo Services	the features and benefits of the Fygo App and the Partner Portal and the Fygo Website and all other Fygo services provided to a Fygo User and/or a Partner by Fygo Technologies Limited or their successors
Fygo Rewards	an amount shown in a Fygo User's Fygo App wallet screen generated subsequent to the completion of a Qualifying Transaction by a Fygo User which represents the amount that the Fygo User can claim in a cash reward from Fygo subject to the terms of this EULA
Fygo Rewards System	the process and scheme through which Fygo Offers are created and presented and through which Fygo Rewards, Loyalty Points (as defined below), Loyalty Credit (as defined below), and Redeemed Loyalty Credit (as defined below) are generated for Fygo Users
Fygo User	an individual who has created and keeps active a Fygo Account
Fygo Website	the online website available at https://www.fygo.co/
Partner	a business that has been accepted by Fygo to hold an account on the Partner Portal and who continues to use the Partner Portal and/or other relevant Fygo goods, products and services and with whom Fygo Users may make Qualifying Transactions and Qualifying

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	Transactions (Loyalty) to earn Fygo Rewards, Loyalty Points, Loyalty Credit, and Redeemed Loyalty Credit
Partner Portal	the website created, managed, operated and owned by Fygo Technologies Limited or its successors, agents, employees, or contractors with which a Partner may hold an account
Partner Terms and Conditions	the agreement between Fygo and a Partner as applicable in accordance with Section 1 ('THE PARTNER AGREEMENT') therein and setting out, amongst other things, the terms upon which Partners may use the Fygo Services
Qualifying Transaction	a business exchange between a Fygo User and a Partner for which the Fygo User has paid using a payment card(s) linked to the Fygo App and for which an active Fygo Offer applies
Qualifying Transaction (Loyalty)	a purchase of goods or services made by a Fygo User from a Partner using a payment card linked to the Fygo App and for which a Loyalty Scheme (as defined below) applies

2. QUALIFICATION FOR USING THE FYGO APP.

2.1 To participate and register in the Fygo Rewards System, you must satisfy the following eligibility criteria:

- (a) you must be an individual acting on your own behalf, in your own personal capacity (and not as a business or on behalf of another person, company or other organisation);
- (b) you must be at least sixteen (16) years of age (or any older age legally required under local law in your country to bind yourself legally to these terms);
- (c) you must have a valid mobile phone number that only you have access to;
- (d) you must have a valid personal email address that only you control access to and which you check regularly;
- (e) you must not already hold a Fygo Account and/or have had a Fygo Account closed by us;
- (f) you must be registered with a higher educational establishment in the UK and have completed the academic verification process evidencing such registration;
- (g) you must pass our standard know your customer (KYC) checks;
- (h) you must link your Fygo Account with a minimum of one (1) supported UK, USA, Canada, Sweden or Ireland registered payment card and with third party service providers which we notify you of from time to time;
- (i) you must consent to us processing your personal data in accordance with our Privacy Policy (link available below) from time to time; and
- (j) you must not attempt to open or hold open more than one Fygo Account at any one time.

3. END USER LICENCE AGREEMENT (EULA)

3.1 Please find below a list of user documentation ("**User Documents**") which together form your agreement ("**Agreement**") with us, and govern your use of the Fygo App:

- (a) End User License Agreement – this document
- (b) Privacy Policy – a copy of which can be found at this link <https://www.fygo.co/legals/>
- (c) Cookies Policy – a copy of which can be found at this link <https://www.fygo.co/legals/>
- (d) Fygo Community Codes of Conduct - a copy of which can be found at this link <https://www.fygo.co/legals/>

- 3.2 The User Documents are ‘living’ documents and may be amended from time to time.
- 3.3 The Fygo App is free to use and/or download. You may install and use the Fygo App (including any updates we make available to you) provided that:
- (a) we own all rights and title in and to the Fygo App, the Partner Portal, the Fygo Website, all other Fygo Services, and all the content therein and in any messages we send to you. You have no rights in them except as expressly set out in this document;
 - (b) you use the Fygo App only as permitted by the relevant app store terms and the terms in this document;
 - (c) you enter your User Credentials (as defined below) into the Fygo App to access your Fygo Account;
 - (d) you use the Fygo App only to receive the Fygo Services and only for your personal, non-commercial purposes;
 - (e) you do not republish, redistribute, re-transmit, assign, sub-license or grant any rights of use (or other rights) in the Fygo App to any other person;
 - (f) save as permitted by law, you do not copy or reproduce the Fygo App or any content therein or any message we send you (whether in whole or in part);
 - (g) save as you are entitled to do so for lawful purposes, you do not decompile or reverse engineer the Fygo App, attempt to derive the source code, or alter, modify, translate, adapt or create derivative works of the Fygo App or any Fygo content in any way (in whole or in part);
 - (h) you do not remove or tamper with any Fygo copyright or other attribution notice;
 - (i) you do not attempt to circumvent security features or interfere with the proper working of the Fygo App, your Fygo Account or the Fygo Services; and
 - (j) on any suspension or termination of the Fygo Services and/or your Fygo Account, all rights granted to you shall be suspended or cease immediately.
- 3.4 You may use your Fygo Account and/or the Fygo Services only for authorised and lawful purposes (complying with all applicable laws and regulations). You must not use your Fygo Account and/or the Fygo Services in connection with any lottery or gambling activity, to further any fraudulent or other illegal activity, to impersonate another person or in a manner harmful to us or any other person.
- 3.5 The Fygo App and messages we send to you may include links to external sites and third party offers and promotions. We are not responsible for the content of these sites or for anything provided by them and do not guarantee that they will be continuously available. The fact that we include links to such external sites does not imply any endorsement of their operators or promoters.

4. USE OF YOUR FYGO ACCOUNT

- 4.1 You may use your Fygo Account to view and use Fygo Rewards, Loyalty Points, Loyalty Credit, and Redeemed Loyalty Credit derived from Qualifying Transactions and Qualifying Transactions (Loyalty).
- 4.2 Qualifying Transactions and Qualifying Transactions (Loyalty) may generate Fygo Rewards, Loyalty Points, Loyalty Credit, and Redeemed Loyalty Credit from, for example, a reconciliation of the relevant Fygo Offer with your transaction information, which may include the nature, value and Partner associated with your purchase.
- 4.3 All Fygo Rewards and Redeemed Loyalty Credit are coupons which we provide to you which grant you the right to demand a payment from Fygo for the GBP equivalent of the Fygo Rewards and/or Redeemed Loyalty Credit amount. Fygo have no obligation to pay you the GBP equivalent of the Fygo Rewards and/or Redeemed Loyalty Credit unless and until you make a demand for payment of Fygo Rewards and/or Redeemed Loyalty Credit. You may make such a demand for payment by, for example, completing and executing any single process using the “Pay Me” functionality or the “Donate” functionality in the Fygo App. You may only use the “Pay Me” functionality or “Donate” functionality if

your Fygo App wallet balance is in credit (not debit). Fygo Rewards and Redeemed Loyalty Credit are not issued on receipt of funds.

- 4.4 The Partner has an obligation to pay us certain amounts and fees, including, but without limitation, the GBP equivalent of the Fygo Reward and Redeemed Loyalty Credit amounts, under the Partner Terms and Conditions or another arrangement between us and the Partner. We have an obligation to pay to you in accordance with the terms of Clause 4.3 herein.
- 4.5 Fygo does not hold any money, token or other asset on your behalf nor on behalf of any Partner. Fygo is not an agent for any Partner. Fygo Rewards and Redeemed Loyalty Credit are coupons which may be redeemed for their GBP cash equivalent in the manner described in Clause 4.3 herein.
- 4.6 You are responsible for providing accurate and up-to-date UK registered bank account details for the “Pay Me” functionality in the Fygo App. Fygo takes no responsibility for inaccurate bank account details provided or any consequences extending therefrom including, but not limited to, issuing of Fygo Rewards and/or Redeemed Loyalty Credit using the “Pay Me” functionality to a bank account with which you have no association.
- 4.7 You may be offered an incentive to transact with Partners, by Partners that have agreed to participate in the Fygo Rewards System (“**Partner Offer**”) such as a discount, unique experience or opportunity. If a Partner makes such an offer via the Fygo App we shall not be responsible for any failure by the Partner to honour their offer or deliver any service to you.
- 4.8 We will generate Fygo Rewards, Redeemed Loyalty Credit and Fygo Offers based on the information we receive regarding your payment card linked to the Fygo App and your use of the Fygo App.
- 4.9 All Fygo Rewards and Redeemed Loyalty Credit are personal to you. You may transfer any Fygo Rewards or Redeemed Loyalty Credit that you earn to other Fygo Users using the functionality provided by the Fygo App (including for charitable objects). In all other regards all rights of assignment are excluded. You may not dispose of your Fygo Rewards or Redeemed Loyalty Credit or use these save for the purposes of participating in the Fygo Rewards System.
- 4.10 We may only remove, reduce, vary or withhold your Fygo Rewards, Loyalty Points, Loyalty Credit, Redeemed Loyalty Credit or the validly requested issuance thereof in the case of technical or informational error, as a response to any suspicious activity relating to your Fygo Account, for security reasons, or as a response to any abuse of these terms or of any terms of the Fygo Community Codes of Conduct, rule of law, or any order enforced by a court or official legal body of valid jurisdiction.
- 4.11 Where you successfully undertake a refund directly with a Partner as to an or part of an underlying transaction that was a Qualifying Transaction and that Partner has not informed us that they operate a goods or services returns policy, we may, in our sole discretion, remove any related Fygo Rewards awarded to you. The amount of Fygo Rewards we may remove will be calculated by taking the average of the cashback percentages (%) applicable to all of the Qualifying Transactions you previously completed with that Partner and multiplying the resulting figure by the amount refunded to you. Where you successfully undertake a refund directly with a Partner as to an or part of an underlying transaction that was a Qualifying Transaction (Loyalty), we may not remove any Loyalty Points, Loyalty Credit or Redeemed Loyalty Credit awarded to you.
- 4.12 There may be a delay between the completing of a Qualifying Transaction or a Qualifying Transaction (Loyalty) at a Partner and the corresponding Fygo Rewards, Loyalty Points, Loyalty Credit or Redeemed Loyalty Credit appearing in your Fygo Account or all functionality in relation to Fygo Rewards, Loyalty Points, Loyalty Credit or Redeemed Loyalty Credit being available to you, for example, but not limited to, where the Partner with whom you transacted has a returns period.
- 4.13 The terms and conditions by which you may earn Fygo Rewards, Loyalty Points, Loyalty Credit or Redeemed Loyalty Credit may change from time to time. Any new Fygo Services or changes to existing Fygo Services will be announced via the Fygo App.
- 4.14 We will only provide Fygo Rewards, Loyalty Points, Loyalty Credit or Redeemed Loyalty Credit earned for Qualifying Transactions or Qualifying Transactions (Loyalty) made with active Partners.

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- 4.15 We may remove Partners from the Fygo Rewards System at any time, in accordance with the Partner Terms and Conditions.
- 4.16 On that date exactly one (1) calendar year after the most recent of either, (1) any Fygo Reward or Redeemed Loyalty Credit being displayed in your Fygo App or, (2) your use of the “Pay Me” or “Donate” functionalities in the Fygo App or, (3) your linking of a payment card to the Fygo App, your ability to redeem the Fygo Rewards or Redeemed Loyalty Credit you are holding at that time will expire (your Fygo App wallet balance will be reset to zero (0)).
- 4.17 Every Qualifying Transaction (Loyalty) you complete with a Partner will earn you one (1) loyalty point (a **Loyalty Point**) which will be associated with your Fygo Account and that Partner. Every such Qualifying Transaction (Loyalty) will also generate one (1) Loyalty Point which you may elect to assign to a friend by selecting your friend’s account via the Fygo App functionality or by inputting a valid UK mobile phone number.
- 4.18 Loyalty credit (**Loyalty Credit**) may be earned when you achieve certain milestone numbers of Loyalty Points with a Partner (a **Loyalty Credit Event**). At each Loyalty Credit Event, you will be awarded with Loyalty Credit, displayed to you as an aggregated GBP amount on the profile page of the Partner to whom that Loyalty Credit relates.
- 4.19 A loyalty card is one predetermined set of Loyalty Point milestones (a **Loyalty Card**). The achievement of all milestones on a Loyalty Card completes that Loyalty Card and resets your Loyalty Points at the associated Partner (**Loyalty Card Completion**). Loyalty Card Completion will not affect any unredeemed Loyalty Credit you hold as associated with a particular Partner.
- 4.20 At any Qualifying Transaction (Loyalty) subsequent to the Qualifying Transaction (Loyalty) performed by you at a Partner at which you achieved a Loyalty Credit Event (a **Loyalty Redemption Transaction**), Loyalty Credit may be automatically or manually (as available) redeemed for you (**Redeemed Loyalty Credit**). The amount of Redeemed Loyalty Credit yielded by any Loyalty Redemption Transaction will depend upon the reconciliation of your available Loyalty Credit at the Partner with whom you transacted, the transaction value as between you and the Partner, and the active loyalty scheme (a **Loyalty Scheme**), in our sole discretion. Where Redeemed Loyalty Credit is automatically or manually (as available) chosen to apply to a particular Loyalty Redemption Transaction, where the related underlying transaction is also a Qualifying Transaction you may only earn Fygo Rewards on that portion of the underlying transaction (as a GBP amount) that is in excess of the Redeemed Loyalty Credit (as a GBP amount) (the **Net Reward Amount**). The Partner may vary the terms of their such loyalty scheme in accordance with the Partner Terms and Conditions.
- 4.21 Where you have earned a minimum of one (1) Loyalty Point in relation to a particular Partner and that Partner subsequently varies the terms of their Loyalty Scheme, you will continue to be a part of the original Loyalty Scheme until Loyalty Card Completion of the particular Loyalty Card on which you had earned at least one (1) Loyalty Point under the original Loyalty Scheme.
- 4.22 Any outstanding Loyalty Points you hold in association with a particular Partner will expire exactly three (3) years after you last earned a Loyalty Point in association with that Particular Partner. Any available Loyalty Credit you hold in association with a particular Partner will expire exactly one (1) year after your most recent Qualifying Transaction (Loyalty) at that Partner.
- 4.23 On termination of your Fygo Account for any reason your ability to redeem any Fygo Rewards or Redeemed Loyalty Credit will expire.

5. USE OF PERSONAL DATA

- 5.1 As part of the Fygo Rewards System you agree to share your personal, financial and geo-position data and information with us in accordance with our Privacy Policy.
- 5.2 You confirm that you have read and agree to our Privacy Policy.
- 5.3 You agree that we may collect, and instruct third parties to collect on our behalf, personal and financial information from your financial transactions and the Fygo App relating to your purchases from Partners

and from your use of the Fygo App which will include the timing, location and nature of any of the goods and services which are offered by Partners or acquired by you.

- 5.4 By using the Fygo App you agree that we shall be entitled to collect personal data from your payment card including, but not limited to, transaction amount, currency, date and time, identity of the Partner, card ID, the nature of the purchase, the description of each transaction, and the method of payment (e.g. contactless; chip and pin), and location information, all relating to all of your purchases of goods and services, as relating to the Fygo Rewards System, in accordance with our Privacy Policy.
- 5.5 We will publish information concerning our Privacy Policy from time to time on the Fygo Website.
- 5.6 Subject to Clauses 5.3 and 5.4 we use the personal information that we collect to:
 - (a) reconcile financial and financial transaction information, which relate to your interactions with Partners, with Fygo Offers to identify Qualifying Transactions and Qualifying Transactions (Loyalty) in order to calculate the Fygo Rewards, Loyalty Points, Loyal Credit, and Redeemed Loyalty Credit to which you are entitled;
 - (b) direct the GBP equivalent of redeemed Fygo Rewards or Redeemed Loyalty Credit to your nominated bank account;
 - (c) generate marketing information which may be provided to and used by Partners directly or via the Fygo App to provide personalised offers to you, including Fygo Offers;
 - (d) generate aggregated marketing data to inform the development, promotion and sale by Partners of products and services and the development of the Fygo Rewards System; and
 - (e) to share with Partners data and information which enables them to understand the performance and impact of the Fygo Rewards System and what specific offers or rewards, including Fygo Offers, are effective at driving key metrics and fundamentals relating to their business performance and you how Fygo Users are interacting with their Fygo Offers.
- 5.7 We do not store your payment card details and we therefore cannot process card payments on your behalf.
- 5.8 We do not sell your personal data to advertisers neither will we be sharing any information that directly identifies you (such as your name, email address or other contact information) with advertisers unless you give us specific permission to do so.
- 5.9 We require each Partner and third parties from whom we receive information to have lawful rights to collect, use and share your data before providing us with any data.

6. SECURITY OF YOUR ACCOUNT

- 6.1 You are the only authorised user of your Fygo Account. You must not let anyone use your Fygo Account.
- 6.2 Access will be provided to your Fygo Account when the user credentials (e.g. password, biometrics, or code) ("**User Credentials**") that you have previously created are entered. We are entitled to rely upon the entry of your User Credentials for the purpose of recognising and accepting that such User Credentials are entered by you as the person authorised to access your Fygo Account.
- 6.3 You are responsible for all use made of your Fygo Account using your User Credentials.
- 6.4 If you have any concern that your Fygo Account may have been compromised you must notify us immediately by emailing support@fygo.co stating the reason why you have such a concern.
- 6.5 You must use all available security features including multifactor authentication (MFA).
- 6.6 You are responsible for keeping your devices' passwords, security measures and personal credentials up to date and confidential.
- 6.7 Fygo is not liable for any misuse of your Fygo Account.

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- 6.8 If we suspect that your Fygo Account has been compromised or suspect an unauthorised transaction or use, we may communicate with you via your registered email address or via other secure means agreed between you and us. We may also suspend or block your Fygo Account until we have established communication with you, verified your identity, and mitigated internal security risks.

7. TERMINATION, SUSPENSION, ALTERATION

7.1 We reserve the right:

- (a) to alter or replace your user credentials, or require you to do so, at any time. We may suspend access to your Fygo Account at any time;
- (b) to terminate your Fygo Account at our discretion any time without notice; and
- (c) to withhold Fygo Rewards, Loyalty Points, Loyalty Credit, or Redeemed Loyalty Credit in accordance with Clause 4.10 herein, at any time at our discretion.

8. USE OF YOUR PERSONAL AND FINANCIAL INFORMATION

8.1 We will not charge you for the use of the Fygo Services.

8.2 Third parties may charge you for products and services sold to you that are associated with Fygo Offers or otherwise make use of the Fygo Services.

8.3 Partners and other third parties may pay us fees and other amounts in connection with the services we provide to them.

8.4 To use your Fygo Account, you will need to link at least one (1) payment card via the Fygo App.

8.5 The link to your payment card is provided by our third-party data service provider, Fidel Limited, whose registered office is 9th Floor, 107 Cheapside, London, EC2V 6DN, UK (“**Fidel**”). Fidel is Payment Card Industry Data Security Standard (PCI DSS) Level 1 compliant. Fidel uses a proprietary tokenisation system and does not store any card numbers. All Fidel application programming interface (API) requests use TLSv1.2 with end-to-end encryption. We may replace Fidel with any other data service provider as we may choose from time to time.

8.6 Mastercard Europe S.A. and its affiliated companies (“**Mastercard**”), American Express Payment Services Limited and its affiliated companies (“**Amex**”), and Visa Europe Services Inc. and its affiliated companies (“**Visa**”) will monitor your transactions in connection with the Fygo Rewards System. If you choose to register a payment card in connection with transaction monitoring, you authorise Fygo to share your payment card information with Mastercard, Amex, and/or Visa so they know you enrolled. You authorise Mastercard, Amex, and/or Visa to monitor transactions on your registered card(s) to identify qualifying purchases, and for Mastercard, Amex, and/or Visa to share such transaction details with Fygo to enable your card-linked offer(s) to be implemented, and to target other offers that may be of interest to you. You may opt-out of transaction monitoring on the payment card(s) you have registered by using the opt-out functionality in the Fygo App.

8.7 Your Fygo Account, the Fygo App, the Partner Portal, and all other Fygo Services are operated by us, but we have no responsibility for:

- (a) the issuance, acceptance, or operation of your payment card(s) or the making of payments;
- (b) Partner stores, websites, their goods and/or services or the operation of any account you hold with them; or
- (c) loyalty or rewards schemes and/or promotional offers in relation to the goods and services offered by Partners which are not operated or controlled by us under which you may be eligible to earn “rewards” (for example, free gifts, money off, multi-buy discounts, 'loyalty' points, stamps and similar campaigns).

8.8 Partners alone are responsible for the goods and/or services and any related product/service description, sale, supply, delivery, customer enquiry, after-sale care or complaint and for any offers as to those goods and services and the terms and conditions associated with them.

- 8.9 Your participation in the Fygo Rewards System may be subject to additional terms and conditions between you and a Partner.
- 8.10 The Fygo Services enable you to earn and receive Fygo Rewards, Loyalty Points, Loyalty Credit, and Redeemed Loyalty Credit. We do not provide any payment services, nor do we hold any monies on your account or on your behalf.

9. THE FYGO REWARDS SYSTEM

- 9.1 By downloading the Fygo App you agree to participate in the Fygo Rewards System.
- 9.2 When you enter transactions with Partners you may earn Fygo Rewards, Loyalty Points, Loyalty Credit, and Redeemed Loyalty Credit.
- 9.3 We may publish additional guidelines, rules, and limitations in respect of the/any Fygo Rewards System.

10. FEEDBACK, DISPUTES AND INFORMATION

- 10.1 You agree that we are free to use any feedback, comments, suggestions, information or ideas contained in any communication you may send to us without compensation, acknowledgement or payment to you for any purpose whatsoever (including, but not limited to, developing, manufacturing and marketing goods and services and creating, modifying or improving your Fygo Account, the Fygo Services, the Fygo App, the Partner Portal or other goods, products or services). For the avoidance of doubt, all such comments, suggestions, information, or ideas will be non-confidential and non-proprietary.
- 10.2 We do not have any authority or influence in resolving any dispute you may have with any Partner and you agree not to involve us in any such dispute. However, if, without being under any obligation to do so, we do intervene to help resolve a dispute relating to a transaction between you and a Partner or make a goodwill gesture (for example, issuing a refund), we do this on behalf of the relevant Partner and it does not affect or widen our limited role.

11. GENERAL

- 11.1 You may not transfer or assign any or all of your rights or obligations under any of these terms.
- 11.2 If we fail to enforce any of our rights, that does not result in a waiver of that/those right(s).
- 11.3 If any provision of these terms is found to be unenforceable, where that unenforceability is only as to part of a term or terms, the other parts of that term or those terms will be enforced to its or their fullest extent and, in all cases, all other provisions shall remain unaffected.
- 11.4 These terms may not be varied except with our express written consent.
- 11.5 These terms and any document expressly referred to in them represent the entire agreement between you and us in relation to the subject matter of any of these terms. We are required by law to advise you that the contract formed on these terms may be concluded in the English language only and that no public filing requirements apply.
- 11.6 Upon request, we will provide you with a copy of these terms or any part of the information contained within them (including information set out in Schedule 4 of the Payment Services Regulations 2017). You can download these terms from our website at any time.
- 11.7 No third party has the right to enforce any of these terms under the Contracts (Rights of Third Parties) Act 1999, except as otherwise provided in these terms.
- 11.8 These terms shall be governed by English law, except that if you live in a country (which, for these purposes, includes Scotland or Northern Ireland) of the European Union other than England, there may be certain mandatory applicable laws and regulatory codes and/or guidance of your country which apply for your benefit and protection in addition to or instead of certain provisions of English law.
- 11.9 You agree that any dispute between you and us regarding these terms or any of the Fygo Services or your Fygo Account will only be dealt with by the English courts, except that if you live in a country

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(which, for these purposes, includes Scotland or Northern Ireland) of the European Union other than England, you can choose to bring legal proceedings either in your country or in England, but if we bring legal proceedings, we may only do so in your country.

To the fullest extent permitted by law we disclaim and exclude all representations, warranties and guarantees, whether implied or express and whether arising by law, contract or a course of dealings between us.

We do not guarantee the continuous or uninterrupted operability of the Fygo services or your Fygo account. There may be periods of downtime for maintenance and upgrade work (whether on a scheduled or unscheduled basis). We are not responsible for the security of information that you choose to communicate with us while it is being transmitted or for any data lost during transmission.

In no event shall we, our agents, officers, employees or sub- contractors be liable to you for any loss or corruption of data, software or hardware; loss of anticipated savings; loss of profit or economic losses; indirect, special or consequential losses and any liability we do have for losses you suffer is strictly limited to losses that were reasonably foreseeable and, in any case, shall not exceed the sum of £150.

We will not be liable or responsible for any failure to perform, or delay in performance of any of our obligations that is caused by any act or omission of a third party or events outside our reasonable control.