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## LOCALVALU APP USERS TERMS AND CONDITIONS

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### BACKGROUND:

These Terms and Conditions, together with any and all other documents referred to herein, set out the terms of use under which you may use the LocalValu App. Please read these Terms and Conditions carefully and ensure that you understand them. You will be required to read and accept these Terms and Conditions when signing up for an Account. If you do not agree to comply with and be bound by these Terms and Conditions, you must stop using Our Web App immediately.

### HOW LOCALVALU WORKS

LocalValu is a local loyalty market place that Instant Discounts Limited operates to provide a marketing service for local businesses to market their goods and or service to LocalValu members at a discount using the LocalValu Discount Loyalty Tokens (or "LocalValu Tokens"). The LocalValu App could be considered to operate in a similar manner to a book of discount coupons however is provided in an electronic format rather than a printed booklet. The transaction operates as follows:

1. On joining LocalValu the app user is issued for free electronic Loyalty Tokens by Instant Discount Ltd the company which owns and operated the App
2. On signing up to a LocalValu Account you will be awarded 20 or 25 of Loyalty Tokens which you can use to achieve a discount with participating merchants. Typically the discount applied will be 5% to 50% of the value of the transaction. The merchant determines the discount they will allow and may vary the discount applicable for the time of day and day of the week.
3. To make a purchase with your smart phone the merchant will issue an electronic invoice payable at its full sale price X£ in cash. The LocalValu app will advise the buyer of the discount available to them as a percentage discount applied in LocalValu Loyalty Tokens. The app will apply the discount in accordance with the merchants' agreement with Instant Discounts Limited and the merchant will then re-issue its invoice for the reduced amount. As a means of recording the transaction the loyalty token discount element will be deducted from your Loyalty balance. You are responsible for settling the post discount cash element with the Merchant.
4. On completion of the transaction the Participating Merchant will thank you for your custom and award you with new Loyalty Tokens. You can gain additional tokens by completing the Participating Merchant's customer survey and by other means as may be introduced by Instant Discounts Limited from time to time.
5. LocalValu Tokens have no monetary value and cannot be exchanged for cash. Under no circumstances can LocalValu Loyalty Tokens be purchased, sold or otherwise exchanged for cash or other monetary consideration whatsoever either from us or any other LocalValu member and or merchant. They remain the property of Instant Discounts Limited at all times. The LocalValu Token is an electronic record and representation of a merchant sales discount in the same way that a coupon may be supplied offering a % off.

6. You can earn extra LocalValu Tokens by participating in special surveys from Us or Participating Merchants from time to time.
7. You may also earn LocalValu Tokens by referring friends to join LocalValu.

In a LocalValu transaction the contract for those goods and services is between you and the Participating Merchant. **INSTANT DISCOUNTS LIMITED IS NOT A PARTY TO THAT CONTRACT.**

From time to time Instant Discounts Limited may market special offers directly to you in which the contract will be between you and Instant Discounts Limited.

## 1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

<b>“Account”</b>	Means a LocalValu Account required to access and use Our Web App, as detailed in Clause 4;
<b>“Content”</b>	means any and all text, images, audio, video, scripts, code, software, databases and any other form of information capable of being stored on a computer that appears on, or forms part of, Our Web App;
<b>“LocalValu Loyalty Discount Loyalty Tokens” or “LocalValu Tokens”</b>	The terms are interchangeable and mean unique tokens issued by Us to Sellers and Buyers to effect a discount to complete a cash transaction in Our Marketplace. means a transaction entered into by You and a Participating Merchant who agrees to accept LocalValu Loyalty Tokens in part payment for goods and services purchased by You via the LocalValu App.
<b>“LocalValu Merchant”</b>	means a merchant who has joined LocalValu Rewards UK Ltd and is prepared to accept LocalValu Discount Loyalty Tokens in part payment for its goods and services by you via the LocalValu app subject to your observation of these terms and conditions.
<b>“Participating Merchant”</b>	Means an electronic record of your Loyalty Tokens
<b>“Token Account”</b>	
<b>“User”</b>	means a user of Our Web App;

<b>“User Content”</b>	means any information that has been provided, created and/or uploaded by Users in or to Our Web App; and Web Portal, <a href="http://www.LocalValu.com">www.LocalValu.com</a>
<b>“We/Us/Our”</b>	means Instant Discounts Limited, a limited company registered in England under company number 03883145 whose registered address is Woodend Parsonage Lane Farnham Common Slough SL2 3NZ

## **2. Information About Us**

2.1 Our Web App is owned and operated by Instant Discounts Limited, a limited company registered in England under company number 03883145 whose registered address is Woodend Parsonage Lane Farnham Common Slough SL2 3NZ

## **3. Access to Our Web App**

3.1 Access to Our Web App is free of charge.

3.2 It is your responsibility to make any and all arrangements necessary in order to access Our Web App.

3.3 We may from time to time make changes to Our Web App:

3.3.1 Minor changes may be required to make underlying technical alterations, for example, to fix an error or to address a security issue. We will inform you by email of any such changes (including, if applicable, anything that you need to do), however they will be unlikely to materially affect your use of Our Web App;

3.3.2 Minor changes may be made to reflect changes in the law or other regulatory requirements. We will inform you by email of any such changes (including, if applicable, anything that you need to do), however they will be unlikely to materially affect your use of Our Web App; and

3.3.3 We will continue to develop and improve Our Web App over time, in some cases making significant changes to it. You will be kept fully informed by email of any and all such changes.

3.4 We will always aim to ensure that Our Web App is available at all times. In certain limited cases, however, We may need to temporarily suspend availability to make certain changes outlined under sub-Clause 3.3. Unless We are responding to an emergency or an urgent issue, We will inform you in advance of any interruptions to the availability of Our Web App.

## **4. Accounts**

4.1 An Account is required to use Our Web App.

4.2 On opening your account, you will be credited with an initial amount of LocalValu Loyalty Tokens for redemption with participating Merchants.

4.3 You may not create an Account if you are under 16 years of age. If you are under 16 years of age and wish to use Our Web App, your parent or guardian should create the Account for you, and you must only use the Account with their supervision.

- 4.4 When creating an Account, the information you provide must be accurate and complete. If any of your information changes at a later date, it is your responsibility to ensure that your Account is kept up-to-date.
- 4.5 We recommend that you choose a strong password for your Account, consisting of a combination of lowercase and uppercase letters, numbers and symbols. It is your responsibility to keep your password safe. You must not share your Account with anyone else. If you believe your Account is being used without your permission, please contact Us immediately. We will not be liable for any unauthorised use of your Account.
- 4.6 You must not use anyone else's Account. Any personal information provided in your Account will be collected, used, and held in accordance with your rights and Our obligations under the Data Protection Act, as set out in Clause 16.
- 4.7 If you wish to close your Account, you may do so at any time. Closing your Account will result in the removal of your information. When you close your account we will anonymise any review you may have made while a member.
- 4.8 If you close Your account you will surrender all accumulated Loyalty Tokens. As they have NO monetary value you will not receive any compensation for them.

## **5. OPERATING YOUR ACCOUNT.**

- 5.1 Once your account is created you may make purchases from Participating Merchants using Our Web App.
- 5.2 Purchases are made and paid for via the Web App as follows:
  - 5.2.1 The Participating Merchant will create an electronic invoice showing the purchase price as to £ cash and the LocalValu discount in Loyalty Tokens
  - 5.2.2 You will pay the cash portion of that invoice by your chosen method of payment.
  - 5.2.3 You will pay the LocalValu token portion by a deduction from your LocalValu Token balance.
  - 5.2.4 On completion of the transaction the Participating Merchant will award you with some new LocalValu Loyalty Tokens.
  - 5.2.5 You may be entitled to earn further LocalValu Discount Loyalty Tokens by completing surveys or games conducted by LocalValu Rewards UK Ltd.
- 5.3 You acknowledge that you and the Participating Merchant are the only parties to a LocalValu transaction and LocalValu Rewards UK Ltd accepts no contractual or other liability in respect to that transaction.
- 5.4 You may make a one-way transfer of any LocalValu tokens in your account to any other LocalValu app user you may choose. Any such transfer cannot be reversed so before you make any transfer ensure that you carefully select your transferee and the amount of tokens you wish to transfer.
- 5.5 LocalValu Tokens have no cash value and cannot be exchanged for cash with any Participating Merchant and or any other LocalValu member.
- 5.6 LocalValu Loyalty Tokens are the property of Instant Discounts Ltd and have no cash redemption value.

## **6. Earning Extra LocalValu Loyalty Tokens**

- 6.1 From time to time We or Participating Merchants may run special surveys in

which you can participate in to add extra Loyalty Tokens to your account

- 6.2 LocalValu Surveys are promoted by us and you will earn Loyalty Token directly from us.
- 6.3 The purpose of LocalValu surveys is to promote a better understanding of App users buying habits and helps us secure suppliers targeted towards survey information received.
- 6.4 Survey information received from App users by us or Participating Merchants will be subject to our Privacy Policy .  
[https://www.localvalu.com/terms\\_conditions/Cookiespolicy.pdf](https://www.localvalu.com/terms_conditions/Cookiespolicy.pdf)
- 6.5 We will also reward App users that introduce us to other app users and businesses with additional Loyalty Tokens.. We reserve the right to change or withdraw this functionality at any time.

## **7. The LocalValu Marketplace**

Our Marketplace is provided solely as an online venue for LocalValu Buyers and Sellers. Unless specifically stated We are not a party to any transactions or other relationships between Buyers and Sellers. You hereby acknowledge and agree that:

- 7.1 You are not making a purchase from Us and are not entering into a contract with Us. Your purchase is from the Seller in question, and your contract is with that Seller;
- 7.2 We will not be a party to any dispute between you and any Seller or another Buyer. Any claims must be made directly against the party concerned;
- 7.3 We do not pre-screen Sellers or any items that Sellers advertise in Listings on Our Marketplace. We are not, therefore, in any way responsible for any items sold or for the content of any Listings; and
- 7.4 While all Sellers are required to comply with Our Terms for Sellers ,  
[https://www.localvalu.com/terms\\_conditions/GeneralSellerTermsandConditions.pdf](https://www.localvalu.com/terms_conditions/GeneralSellerTermsandConditions.pdf) which include provisions covering important matters such as payment methods, processing times, and delivery methods, all Sellers are different and may not accept the same payment methods, process transactions within the same time frame, or offer the same delivery methods (or prices).

## **8. Purchasing from Sellers**

- 8.1 As set out above in Clause 6, all transactions on Our Marketplace are between Buyers and Sellers only. We are not a party to such transactions.
- 8.2 When making a purchase from a Seller, you expressly agree that:
  - 8.2.1 You have read the description and all details within the relevant Listing carefully and that you understand and agree to any and all specific policies that are stated to apply by the Seller;
  - 8.2.2 You will pay for the item(s) purchased in full and on time, in cash and after the discount Loyalty Tokens have been applied at the prevailing percentage using one of the Seller's accepted payment methods of which are provided below in Clause 9; and
  - 8.2.3 You have provided complete and accurate delivery details to the Seller.

## **9. Payment Service**

- 9.1 Payments may be made on Our Marketplace using our nominated provider.

## **10. Payments to Sellers**

- 10.1 Payments may be processed using the Payment Service described above in Clause 9.
- 10.2 If you do not pay, the Seller may cancel the transaction. Please refer to Clause 14 for more information on the Seller's cancellation rights.
- 10.3 As we do not capture your payment details we will not make any of your payment details (including, but not limited to, card numbers, bank account numbers, and sort codes) available to Sellers at any time, or for any reason.

## **11. Taxes**

- 11.1 It is the responsibility of Sellers to collect and pay taxes on any sales made through Our Marketplace.
- 11.2 Where any tax, for example VAT, forms a part of the price of any item on Our Marketplace, the tax must be included in the price of the item.
- 11.3 If a Seller is VAT registered, they may be required to charge VAT on the items that they sell on Our Marketplace.
- 11.4 For further information on VAT and other taxes in your location, please contact your local tax authority.

## **12. Delivery**

- 12.1 Sellers are required to ship items to you as soon as is reasonably possible upon receipt of payment, taking into account the nature of the item(s) in question, preparation time and, where relevant, manufacturing time (if items are made or customised to order). Unless a Listing states otherwise, or unless you have agreed otherwise with the Seller, the Seller must dispatch items no later than 30 calendar days after the date on which the Sale takes place.
- 12.2 As stated in sub-Clause 7.2.3, you must provide complete and accurate delivery details to the Seller. The Seller is responsible for ensuring that they use the delivery address exactly as you provide it to them, but if dispatched items do not reach you due to an incorrect address provided by you, it is your responsibility and not the Seller's.
- 12.3 Sellers are free to determine the delivery charges for their items; however, Sellers must ensure that delivery charges are reasonable, not excessive, and genuinely reflect the actual cost to the Seller of delivering the item in question to you.
- 12.4 Sellers must also provide a ships-from address for your reference, on your request.
- 12.5 Different delivery methods may be offered by different Sellers. Delivery options may include personal delivery, Buyer collection, and postal or delivery service. The final choice of delivery service is to be agreed between you and the Seller.
- 12.6 Sellers are responsible for ensuring that they check, are aware of, and comply with all applicable shipping and customs regulations when shipping items to you.

### **13. Your Rights to Cancel and Return Items**

- 13.1 If you are a consumer (that is, not a business) based in the European Union, you may be entitled to a “cooling-off” period within which you may cancel your contract with a Seller and return an item for any reason. If applicable, the cooling-off period ends 14 calendar days after the day on which you (or someone nominated by you) receive(s) the item.
- 13.2 The cooling-off period does not apply in the following circumstances:
  - 13.2.1 If the item is sealed for health or hygiene reasons, and you have unsealed the item after receiving it; or
  - 13.2.2 If the item consists of sealed audio or video recordings (e.g. CD or DVD) or sealed computer software, and you have unsealed the item after receiving it; or
  - 13.2.3 If the item is digital content and it has been downloaded or otherwise accessed by you; or
  - 13.2.4 If the item is likely to deteriorate quickly, for example flowers or food; or
  - 13.2.5 If the item has been personalised or made-to-order for you; or
  - 13.2.6 If the item has been inseparably mixed with another item or other items (according to their nature) after you have received it.
- 13.3 If you wish to exercise your right to cancel during the cooling-off period, you must inform the Seller of your decision within the cooling-off period. You may do so in any way you wish. Cancellation by email or by post is effective from the date on which you send the Seller your message. Please note that the cooling-off period lasts for whole calendar days. If, for example, you send the Seller an email or letter by 23:59:59 on the final day of the cooling-off period, your cancellation will be valid and must be accepted.
- 13.4 Items must be returned to the Seller no more than 14 calendar days after the day on which you inform the Seller that you wish to cancel. You will be responsible for the costs of returning items to the Seller if you cancel under the cooling-off period.
- 13.5 When you cancel under the cooling-off period, the Seller must issue a refund within 14 calendar days of the following:
  - 13.5.1 The day on which the Seller receives the item(s) back; or
  - 13.5.2 The day on which you inform the Seller (supplying evidence) that you have sent the item(s) back (if this is earlier than the day under sub-Clause 12.5.1); or
  - 13.5.3 If the Seller has not yet dispatched the item(s), the day on which you inform the Seller that you wish to cancel.
- 13.6 The Seller may make certain limited deductions from refunds under this Clause 12 as follows:
  - 13.6.1 The Seller may reduce a refund for any diminished value in an item resulting from your excessive handling of it (e.g. handling going beyond that which would be permitted in a shop); and/or
  - 13.6.2 The Seller is only required by law to reimburse standard delivery charges. If you have chosen a premium delivery method, the Seller is only required to reimburse you for the equivalent of standard delivery.

## 14. Problems with Transactions and Your Rights

- 14.1 By law, Sellers must provide goods and/or digital content that are/is of satisfactory quality, fit for purpose, as described at the time of purchase, in accordance with any pre-contract information that the Seller has provided to you, and that matches any samples or models that the Seller has shown to you (unless the Seller has made you aware of any differences).
- 14.2 If items do not conform with the requirements outlined in sub-Clause 13.1 and, for example, have faults or are damaged when you receive them, you must contact the Seller as soon as reasonably possible to inform the Seller of the problem. The following remedies will be available to you:
  - 14.2.1 Beginning on the day that you receive the item(s), if the item(s) is/are goods, you have a 30 calendar day right to reject them and to receive a full refund if they do not conform.
  - 14.2.2 If you do not wish to reject the item(s), if the 30 calendar day rejection period does not apply, or if it has expired, you may request a repair or replacement. The Seller must bear the costs and must carry out the repair or replacement within a reasonable time and without significant inconvenience to you. If either a repair or a replacement is impossible or disproportionately difficult, the Seller may offer you the alternative option (i.e. a replacement instead of a repair or vice versa) or a full refund. If you request a repair or replacement during the 30 calendar day rejection period, that period will be suspended while the Seller carries out the repair or replacement and will resume on the day that you receive the replacement or repaired item(s). If less than 7 calendar days remain out of the original period, it will be extended to 7 calendar days.
  - 14.2.3 If, after a repair or replacement, the item(s) still do not conform (or if the Seller cannot repair or replace it/them, as described above, or if the Seller has failed to act within a reasonable time or without significant inconvenience to you), you may have the right to keep the item(s) at a reduced price, or to reject it/them in exchange for a refund.
- 14.3 If you exercise your final right to reject the item(s) more than six months after receiving it/them, the Seller may reduce any refund to reflect the use that you have had out of it/them.
- 14.4 Please note you will not be eligible to claim under this Clause 14 in the following circumstances:
  - 14.4.1 the Seller informs you of any fault(s), damage, or other problems with the item(s) before you purchase them and it is because of that/those same issue(s) that you subsequently wish to return them;
  - 14.4.2 you have purchased the item(s) for an unsuitable purpose that is neither obvious nor made known to the Seller and the problem has resulted from your use of the item(s) for that purpose; or
  - 14.4.3 the problem is the result of normal wear and tear, misuse, or intentional or careless damage.
- 14.5 Refunds (whether full or partial, including reductions in price) under this Clause 14 must be issued within 14 calendar days of the day on which the Seller agrees that you are entitled to a refund.
- 14.6 Any and all refunds under this Clause 14 must include all delivery costs paid by you when the item(s) was/were originally purchased.
- 14.7 Further information on legal rights can be obtained from your local Citizens

Advice Bureau or Trading Standards Office.

## **15. Further Transaction Cancellation Rights**

- 15.1 The Seller has the right to cancel a transaction and issue a full refund of any sums paid (including delivery charges) in the following circumstances:
  - 15.1.1 You and the Seller have mutually agreed to cancel the transaction before the item(s) is/are dispatched;
  - 15.1.2 You and the Seller have mutually agreed to cancel the transaction following receipt by you of the item(s) and you have returned the item(s) to the Seller;
  - 15.1.3 You have failed to pay;
  - 15.1.4 The Seller has chosen to refuse service to you.
- 15.2 Refunds must be made within 14 days of:
  - 15.2.1 the date on which you and the Seller agree the cancellation, under sub-Clauses 14.1.1 and 14.1.2; or
  - 15.2.2 the date on which the Seller informs you that they are cancelling the transaction, under sub-Clauses 14.1.3 and 14.1.4.

## **16. Your Account Cancellation Rights**

- 16.1 You may close your Account at any time by uninstalling the LocalValu app or by sending an email to [closure@localvalu.com](mailto:closure@localvalu.com). Any outstanding sums due and payable to any Seller(s) will remain payable and your Account will not be fully closed until all sums due have been paid and the relevant transaction(s) completed or cancelled.
- 16.2 Any accumulated Loyalty Tokens will be forfeit to LocalValu Rewards UK Ltd. Accumulated Loyalty Tokens are the property of LocalValu Rewards UK Ltd and have no redemption value whatsoever.

## **17. Our Liability to You**

- 17.1 As stated in Clause 5, We are not a party to any transactions, other relationships, or disputes between Buyers and Sellers. Furthermore, as stated, We do not pre-screen Sellers or any items that Sellers advertise in Listings on Our Marketplace. We will not be responsible for any aspect of a transaction and make no warranties as to the quality, safety, or legality of any item(s) purchased from Sellers on Our Marketplace. Any claims pertaining to a transaction must be made directly against the Seller concerned.
- 17.2 We will be responsible for any foreseeable loss or damage that you may suffer as a result of Our breach of these Terms for Buyers or as a result of Our negligence.
- 17.3 Subject to sub-Clause 17.2, to the fullest extent permissible by law, We will not be liable to you for any loss of profit, loss of business, interruption to business, or for any loss of business opportunity.
- 17.4 Nothing in these Terms for Buyers seeks to limit or exclude Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents, or sub-contractors); or for fraud or fraudulent misrepresentation.

17.5 Nothing in these Terms for Buyers seeks to limit or exclude consumers' legal rights. For more details of consumers' legal rights, please refer to your local Citizens Advice Bureau or Trading Standards Office.

## **18. LocalValu Rewards Promotions**

18.1 From time to time as part of its business Instant Discounts Ltd may itself offer special Promotions to App users.

18.2 In this event the Promotions contract will be between You and Us.

18.3 Additional terms and conditions will apply to such Promotions

18.3.1 the terms of the Promotions will be set out on the website

18.3.2 will supplemental to these terms and conditions.

17.3.2 must be accepted by you before you can participate in any Promotions.

## **19. Our Intellectual Property Rights and Licence**

19.1 We grant Users a limited, non-exclusive, revocable, worldwide, non-transferable licence to use Our Web App to purchase goods and or services from Participating Merchants at a discount for personal (including research and private study) and business purposes, subject to these Terms and Conditions.

19.2 Subject to the licence granted to Us under sub-Clause 18.3, Users retain the ownership of copyright and other intellectual property rights in their User Content (subject to any third-party rights in that User Content and the terms of any licence under which you use such content).

19.3 All other Content included in Our Web App (including all user-facing material, and all underlying material such as code, software and databases) and the copyright and other intellectual property rights in that Content, unless specifically labelled otherwise, belongs to or has been licensed by Us. All Content is protected by applicable United Kingdom and international intellectual property laws and treaties.

19.4 By accepting these Terms and Conditions, you hereby undertake:

19.4.1 Not to copy, download or otherwise attempt to acquire any part of Our Web App;

19.4.2 Not to disassemble, decompile or otherwise reverse engineer Our Web App;

19.4.3 Not to allow or facilitate any use of Our Web App that would constitute a breach of these Terms and Conditions; and

19.4.4 Not to embed or otherwise distribute Our Web App on any website, ftp server or similar.

## **20. Links to Other Content**

We may provide links to other content such as websites, web apps and downloadable apps. Unless expressly stated, this content is not under Our control. We neither assume or accept responsibility or liability for such third-party content. The provision of a link by Us is for reference only and does not imply any endorsement of the linked content or of those in control of it.

## **21. User Content**

- 21.1 You agree that you will be solely responsible for any and all User Content that you create or upload using Our Web App. Specifically, you agree, represent and warrant that you have the right to create or upload the User Content and the right to use all materials of which it is comprised and that it will not contravene any aspect of Our Acceptable Usage Policy, detailed in Clause 23 .
- 21.2 You agree that you will be liable to Us and will, to the fullest extent permissible by law, indemnify Us for any breach of the warranties given by. You will be responsible for any loss or damage suffered by Us as a result of such breach.
- 21.3 You (or your licensors, as appropriate) retain ownership of your User Content and all intellectual property rights subsisting therein. By creating or uploading User Content, you grant Us an unconditional, non-exclusive, fully transferable, royalty-free, perpetual, worldwide licence to use, store, archive, syndicate, publish, transmit, adapt, edit, reproduce, distribute, prepare derivative works from, display, perform and sub-licence your User Content for the purposes of operating and promoting Our Web App.
- 21.4 If you wish to remove User Content, you may do so by advising our customer service department or by terminating your account . Removing User Content also revokes the licence granted to Us to use that User Content. You acknowledge, however, that caching or references to your User Content may not be made immediately unavailable (or may not be made unavailable at all where they are outside of Our reasonable control).
- 21.5 We may reject, reclassify, or remove any User Content created or uploaded using Our Web App where that User Content, in Our sole opinion, violates Our Acceptable Usage Policy, or if We receive a complaint from a third party and determine that the User Content in question should be removed as a result.

## **22. Intellectual Property Rights and User Content**

- 22.1 All User Content and the intellectual property rights subsisting therein, unless specifically labelled otherwise, belongs to or has been licenced by the relevant User. All User Content is protected by applicable United Kingdom and international intellectual property laws and treaties.
- 22.2 Users may not copy, distribute, publicly perform, publicly display, reproduce or create derivative works based upon, another User's User Content without first obtaining the express consent of the User to whom the User Content in question belongs.

## **23. Acceptable Usage Policy**

- 23.1 You may only use Our Web App in a manner that is lawful and that complies with the provisions of this Clause 24. Specifically:
  - 23.1.1 You must ensure that you comply fully with any and all applicable local, national and international laws and/or regulations;
  - 23.1.2 You must not use Our Web App in any way, or for any purpose, that is unlawful or fraudulent;
  - 23.1.3 You must not use Our Web App to knowingly send, upload, or in any other way transmit data that contains any form of virus or other malware, or any other code designed to adversely affect computer hardware, software or any data of any kind; and

- 23.1.4 You must not use Our Web App in any way, or for any purpose, that is intended to harm any person or persons in any way.
- 23.2 The following types of User Content are not permitted on Our Web App and you must not create, submit, communicate or otherwise do anything that:
  - 23.2.1 is sexually explicit;
  - 23.2.2 is obscene, deliberately offensive, hateful, or otherwise inflammatory;
  - 23.2.3 promotes violence;
  - 23.2.4 promotes or assists in any form of unlawful activity;
  - 23.2.5 discriminates against, or is in any way defamatory of, any person, group or class of persons, race, sex, religion, nationality, disability, sexual orientation, or age;
  - 23.2.6 is intended or otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;
  - 23.2.7 is calculated or otherwise likely to deceive;
  - 23.2.8 is intended or otherwise likely to infringe (or threaten to infringe) another person's right to privacy;
  - 23.2.9 misleadingly impersonates any person or otherwise misrepresents your identity or affiliation in a way that is calculated to deceive (obvious parodies are not included within this definition provided that they do not fall within any of the other provisions of this sub-Clause);
  - 23.2.10 implies any form of affiliation with Us where none exists;
  - 23.2.11 infringes, or assists in the infringement of, the intellectual property rights (including, but not limited to, copyright, patents, trademarks and database rights) of any other party; or
  - 23.2.12 is in breach of any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence.
- 23.3 We reserve the right to suspend or terminate your Account and/or your access to Our Web App if you materially breach the provisions of this Clause 23 or any of the other provisions of these terms and conditions. Specifically, We may take one or more of the following actions:
  - 23.3.1 Suspend, whether temporarily or permanently, your Account and/or your right to access Our Web App;
  - 23.3.2 Remove any of your User Content which violates this Acceptable Usage Policy;
  - 23.3.3 Issue you with a written warning;
  - 23.3.4 Take legal proceedings against you for reimbursement of any and all relevant costs on an indemnity basis resulting from your breach;
  - 23.3.5 Take further legal action against you as appropriate;
  - 23.3.6 Disclose such information to law enforcement authorities as required or as we deem reasonably necessary; and/or
  - 23.3.7 Any other actions which We deem reasonably appropriate (and lawful).
- 23.4 We hereby exclude any and all liability arising out of any actions (including, but not limited to, those set out above) that We may take in response to breaches of these Terms and Conditions.

## 24. Merchant reviews

- 24.1 As part of our commitment to providing our App users with a quality responsive service we invite App users to publish reviews of their purchasing experience with Participating Merchants
- 24.2 Review procedure:
  - 24.2.1 You may publish a review of any purchase you have made from a Participating Merchants and award that Merchant any number of stars from 1 to 5 with 1 being the least positive and 5 the most positive.
  - 24.2.2 Your review must be published via the LocalValu App or website.
  - 24.2.3 If you choose to publish a review you can rate your review with stars ranging from one star being the least positive to five stars being the most positive.
  - 24.2.4 The Participating Merchant will be allowed to post a response to your review.
- 24.3 Review Rules
  - 24.3.1 Before publishing any review you must have and you warrant that you have in fact made a purchase from the Participating Merchant you are reviewing.
  - 24.3.2 You agree that you will be solely responsible for your Reviews and for any Comments you make anywhere on Our Site. Specifically, you agree, represent and warrant that you have the right to use the content that you submit and that your Reviews or Comments comply with Our Acceptable Usage Policy, detailed above in Clause 24 .
  - 24.3.3 You agree that you will be liable to Us and will, to the fullest extent permissible by law, indemnify Us for any breach of the warranties given by you under sub-Clause 26.3.2 .. You will be responsible for any loss or damage suffered by Us as a result of such breach.
  - 24.3.4 You retain ownership of the content of your Reviews and Comments, and all intellectual property rights subsisting therein. When you create a Review or Comment you grant Us an unconditional, non-exclusive, fully transferable, royalty-free, perpetual, irrevocable, worldwide licence to use, store, archive, syndicate, publish, transmit, adapt, edit, reproduce, distribute, prepare derivative works from, display, perform and sub-licence the content of your Review or Comment for the purposes of operating or promoting Our Site.
  - 24.3.5 If you wish to remove a Review, you may do so by emailing us at [help@localvalu.com](mailto:help@localvalu.com). The Review in question will be deleted from Our Site
  - 24.3.6 We may reject, reclassify, or remove any Review or Comments from Our Site where the content, in Our sole opinion, violates Our Acceptable Usage Policy, or if We receive a complaint from a Participating Merchant or third party and determine that the Post or Comment in question should be removed as a result.
  - 24.3.7

## 25. Advertising

- 25.1 We may feature advertising within Our Web App, and We reserve the right to display advertising on the same page as any User Content.

- 25.2 You agree that you will not attempt to remove or hide any advertising using HTML/CSS or by any other method.
- 25.3 We are not responsible for the content of any advertising in Our Web App. Each advertiser is responsible for the content of their own advertising material. We will not be responsible for any advertising in Our Web App including, but not limited to, any errors, inaccuracies, or omissions.

## **26. Disclaimers**

- 26.1 No part of Our Web App or any accompanying documentation (whether provided in electronic form or otherwise) constitutes advice on which you should rely and is provided for general information purposes only. Professional or specialist advice should always be sought before taking any action where this would normally be regarded as appropriate. Subject to any legal rights you may have as a consumer, insofar as is permitted by law, We make no representation, warranty, or guarantee that Our Web App will meet your requirements, that it will be fit for a particular purpose, that it will not infringe the rights of third parties, that it will be compatible with all software and hardware, or that it will be secure.
- 26.2 We make reasonable efforts to ensure that the Content contained within Our Web App is complete, accurate and up-to-date. We do not, however, make representations, warranties or guarantees (whether express or implied) that Our Web App (and the Content therein) is complete, accurate or up-to-date.
- 26.3 If you are a consumer, and as a result of Our failure to exercise reasonable care and skill, any digital content of which Our Web App is comprised (that is not User Content) damages your device or other digital content belonging to you, you may be entitled to certain legal remedies. For more details concerning your rights and remedies as a consumer, please contact your local Citizens Advice Bureau or Trading Standards Office.
- 26.4 We are not responsible for the content or accuracy, or for any opinions, views, or values expressed in any User Content created using Our Web App. Any such opinions, views, or values are those of the relevant User, and do not reflect Our opinions, views, or values in any way.

## **27. Our Liability**

- 27.1 If you are a consumer, We will be liable to you for any foreseeable loss or damage that is caused by Us as a result of Our breach of these Terms and Conditions or Our failure to exercise reasonable care and skill. Any such liability will be limited to the amount of the purchase price of your transaction.
- 27.2 If you are a business, to the fullest extent permissible by law, We accept no liability for any foreseeable loss in contract, tort (including negligence), for breach of statutory duty, or otherwise arising out of or in connection with the use of (or inability to use) Our Web App or the use of or reliance upon any Content (whether that Content is provided by Us or whether it is User Content) included in Our Web App.
- 27.3 To the fullest extent permissible by law, We accept no liability to consumers or businesses for loss or damage that is not foreseeable.
- 27.4 To the fullest extent permissible by law, We exclude all representations, warranties, and guarantees (whether express or implied) that may apply to Our Web App or any Content (including User Content) included in Our Web App.
- 27.5 If you are a business, company, trust, association, charity, partnership or sole trader using the app We accept no liability for loss of profits, sales, business or revenue; loss of business opportunity, goodwill or reputation; loss of anticipated

savings; business interruption; or for any indirect or consequential loss or damage.

- 27.6 We exercise all reasonable skill and care to ensure that Our Web App is free from viruses and other malware. Subject to sub-Clause 12.4, We accept no liability for any loss or damage resulting from a virus or other malware, a distributed denial of service attack, or other harmful material that may adversely affect your hardware, software, data or other material that occurs as a result of your use of Our Web App (including the downloading of any Content (including User Content) from it) or from any other website We may provide a link to.
- 27.7 We neither assume nor accept responsibility or liability arising out of any disruption or non-availability of Our Web App resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, natural events, acts of war, or legal restrictions and censorship.
- 27.8 Nothing in these Terms and Conditions excludes or restricts Our liability in any situation where it would be unlawful for us to do so including fraud or fraudulent misrepresentation, for death or personal injury resulting from negligence, or for any other forms of liability which cannot be excluded or restricted by law. For full details of applicable consumers' legal rights, including those relating to digital content, please contact your local Citizens' Advice Bureau or Trading Standards Office.

## **28. Viruses, Malware and Security**

- 28.1 We exercise all reasonable skill and care to ensure that Our Web App is secure and free from viruses and other malware including, but not limited to, the scanning of any and all User Content for viruses and malware as it is uploaded. We do not, however, guarantee that Our Web App is secure or free from viruses or other malware and accept no liability in respect of the same.
- 28.2 You are responsible for protecting your hardware, software, data and other material from viruses, malware and other internet security risks.
- 28.3 You must not deliberately introduce viruses or other malware, or any other material which is malicious or technologically harmful either to or via Our Web App.
- 28.4 You must not attempt to gain unauthorised access to any part of Our Web App, the server on which Our Web App is stored, or any other server, computer, or database connected to Our Web App.
- 28.5 You must not attack Our Web App by means of a denial of service attack, a distributed denial of service attack, or by any other means.
- 28.6 By breaching the provisions of sub-Clauses 29.3 to 29.5 you may be committing a criminal offence under the Computer Misuse Act 1990. Any and all such breaches will be reported to the relevant law enforcement authorities and We will cooperate fully with those authorities by disclosing your identity to them. Your right to use Our Web App will cease immediately in the event of such a breach and, where applicable, your Account will be suspended and/or deleted.

## **29. Privacy and Cookies**

The Use of Our Web App is also governed by Our Privacy and Cookie Policy, available from [www.localvalu.com](http://www.localvalu.com). This policy is incorporated into these Terms and Conditions by this reference.

### **30. Data Protection**

- 30.1 All personal information that We may collect (including, but not limited to, your name and contact details) will be collected, used, and held in accordance with the provisions of the Data Protection Act 1998 and your rights and Our obligations under that Act.
- 30.2 We may use your personal information to:
  - 30.2.1 Reply to any communications that you send to Us;
  - 30.2.2 Send you important notices, as detailed in Clause 17;
  - 30.2.3 Provide you with a more personal service. The information you provide allows Us to tailor Our Web App to your specific needs. For example we will use your work or home postcode to provide a more accurate and relevant search result for you.
- 30.3 We may share your personal information with participating LocalValu merchants, group companies and staff..

### **31. Communications from Us**

- 31.1 If you have an Account, We may from time to time send you important notices by text message, mobile alerts and or email. Such notices may relate to matters including, but not limited to, service changes, changes to these Terms and Conditions, changes to Our Web App, and changes to your Account.
- 31.2 We will send you marketing emails of any kind without your express consent Unless you have specifically opted out of this facility. If you do give such consent, you may opt out at any time. Any and all marketing emails sent by Us include an unsubscribe link. Email marketing options can also be changed by You in the admin section of Our Web App. If you opt out of receiving emails from Us at any time, it may take up to 7 days business days for Us to comply with your request. During that time, you may continue to receive emails from Us.
- 31.3 For questions or complaints about email communications from Us (including, but not limited to, marketing emails), please contact Us at [complaints@localvalu.com](mailto:complaints@localvalu.com) or via the Contact Us page of our website [www.localvalu.com](http://www.localvalu.com) .

### **32. Other Important Terms**

- 32.1 We may transfer (assign) Our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs, you will be informed by Us in writing. Your rights under these Terms and Conditions will not be affected and Our obligations under these Terms and Conditions will be transferred to the third party who will remain bound by them.
- 32.2 You may not transfer (assign) your obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without Our express written permission.
- 32.3 The Contract is between you and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.
- 32.4 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.

