

IRIS Receipts (UK) Limited - Terms of Service

Last Revised: 26-04-2018

PLEASE READ THESE SUPPLEMENTARY TERMS OF SERVICE FOR IRIS RECEIPTS (UK) LIMITED (“ToS”) CAREFULLY BEFORE USING IRIS RECEIPTS APP. IF YOU DO NOT AGREE TO THESE ToS, YOU MAY NOT USE IRIS RECEIPTS APP. BY USING IRIS RECEIPTS APP, YOU WILL BE DEEMED TO HAVE UNCONDITIONALLY CONSENTED AND AGREED TO THESE ToS.

“IRIS Receipts” is a mobile application and related services provided in the United Kingdom “UK” and the United Arab Emirates “UAE” through IRIS Receipts (UK Limited or its subsidiaries ” (together “IRIS”, “We” or “Us”).

The IRIS Receipts features may vary based on your location, and mobile device model, and may change from time to time. In order to receive IRIS Digital receipts, a Merchant partner must integrate and approve our IRIS Digital Receipts solution for usage by their customers.

These ToS may be updated by IRIS Receipts from time to time. If you continue to access or use IRIS Receipts after such modification, you will be deemed to have read, understood and unconditionally agreed to such changes.

1.The Scope and Your Acceptance of these ToS

1.1 These ToS only govern the legal relationship between IRIS Receipts and you related to your use of the IRIS Receipts application and services provided by IRIS Receipts that allow you to retrieve, view, share, search and tag your digital receipts. Other than as set forth above, IRIS Receipts neither conducts nor has control over any commercial activities in connection with your use of IRIS Receipts. IRIS Receipts does not have any control over any related Card payment service and Your Card Issuer’s cardholder authentication activities. You acknowledge and agree that IRIS Receipts is not responsible for any of these activities nor for your relationship with any Card Issuer or merchant in connection therewith. Neither these ToS nor Your use of IRIS Receipts shall alter your existing relationship with Card Issuers with respect to Your Cards.

1.2 You agree that you will use IRIS Receipts in accordance with applicable law and will not use IRIS Receipts for any illegal or fraudulent purposes, or purposes that are prohibited by the Service Terms and Conditions (defined below) or these ToS. IRIS RECEIPTS IS NOT INTENDED FOR USE BY ANY PERSON OTHER THAN THE PERSON WHO REGISTERED FOR THE IRIS RECEIPTS APP. IF YOU ARE NOT THE REGISTERED USER, YOU MAY NOT USE IRIS RECEIPTS APP. Persons under the age of 16 years (each, a “Minor”) may not use IRIS Receipts unless their parent or legal guardian has reviewed and agreed to these ToS. If you are a parent or guardian permitting a Minor to use IRIS Receipts, you agree to: (i) accept and abide by these ToS and exercise supervision over the Minor’s use of IRIS Receipts to ensure that they abide by these ToS; (ii) assume all risks associated with the Minor’s use of IRIS Receipts, including the transmission of materials, content or other information to and from third parties via the Internet; (iii) assume all liabilities resulting from the Minor’s use of IRIS Receipts, including applicable payment obligations; and (iv) ensure the accuracy and truthfulness of all information submitted by the Minor.

2. Grant of License and Restrictions

2.1 IRIS Receipts hereby grants You a non-exclusive, non-transferable, limited, personal and revocable right and license to access and use IRIS Receipts for Your personal use only, provided that You comply fully with these ToS. You acknowledge and agree that some of the functionalities or services offered by IRIS Receipts may be provided by IRIS Receipts affiliates or subcontractors on behalf of IRIS Receipts.

2.2 Use of IRIS Receipts requires Your Device to have access to Internet via mobile network or WiFi (fees may apply), and requires obtaining updates or upgrades from time to time. Since use of IRIS Receipts involves hardware, software, Internet access and applicable updates, your ability to use IRIS Receipts may be affected by the performance of these factors. You acknowledge and agree that complying with such system requirements, which may be changed from time to time, are your responsibility. You hereby consent to receive notices, disclosures and other communications regarding IRIS Receipts via email, SMS, in-application messages and other communications to Your Device.

2.3 You shall not interfere or attempt to interfere with the operation or use of IRIS Receipts in any way through any means or device including, but not limited to, spamming, hacking, and uploading computer viruses or time bombs, or any other means. You may not use IRIS Receipts for commercial purposes or for any purpose that is unlawful or prohibited by the ToS. You are specifically prohibited from using IRIS Receipts in connection with any contents, services, programs or applications that (i) are in violation of any third party's rights, including but not limited to intellectual property rights; or (ii) contain viruses or other harmful software, code or other malwares that impact or limit the functions or services provided by IRIS Receipts or the devices supporting IRIS Receipts.

2.4 You may not reverse-engineer, copy, decompile, disassemble, derive the source code of, modify, adapt, capture, reproduce, publicly display, publicly perform, transfer, sell, license, create derivative works from or based upon, republish, upload, edit, post, transmit, distribute, exploit, circumvent or otherwise translate (or encourage or assist any other person to do any of the foregoing) IRIS Receipts in whole or in part.

2.5 If You fail to comply with, or IRIS Receipts suspects that You have failed to comply with any provisions of these ToS, without limiting IRIS Receipts other rights and remedies, all of which are expressly reserved, IRIS Receipts, in its sole discretion and without notice to You, may immediately (i) suspend or terminate Your use of IRIS Receipts; (ii) terminate the licenses granted hereunder; and/or (iii) preclude access to IRIS Receipts.

2.6 IRIS Receipts expressly reserves the right to, in its sole discretion, change, modify, update, add, discontinue, remove, revise, delete or otherwise change any portions of IRIS Receipts at any time, and in no event shall IRIS Receipts be liable for any claims, costs or damages caused by or arising out of such actions.

3. Offers, Promotions, and Enrollment through IRIS Receipts

3.1 Offers and promotions, including coupons, tickets, deals, discounts and vouchers (“Offers”) may be provided from time to time via IRIS Receipts App. If You encounter difficulty in accessing Offers, Promotions and Enrollments using IRIS Receipts, please contact IRIS Receipts Customer Support.

3.2 Offers and Promotions may be subject to additional terms and conditions established by the Offer or Promotion provider, as applicable. For example, Offers may have expiration dates. One-time Offers may only be used one time and must not be shared. IRIS Receipts is not liable for any errors or omissions contained within any Offer or Promotion. You agree to look solely to the Offer or Promotion provider to resolve any questions or disputes relating to an Offer or Promotion, including the receipt and redemption of an Offer.

4. Security

Your IRIS Receipts App by default is setup without any fingerprint image, eye image or PIN. You may setup these security measures through the IRIS Receipts App if and when they become available. If You lose Your Device, then You must lock the IRIS Receipts application and wipe the data off IRIS Receipts via the Find My Mobile service to prevent use of IRIS Receipts by others.

5. Disclaimers

5.1 Third Party Services. IRIS Receipts may include links or access to third party services. Such access will not be construed as an endorsement, sponsorship, or affiliation. IRIS Receipts exercises no control whatsoever over such other third party services, and is not responsible or liable for the availability, functioning, or quality thereof or the content, advertising, products or other materials thereon. IRIS Receipts will not be responsible or liable, directly or indirectly, for any damage or loss (including data loss) incurred or suffered by any User in connection therewith. Your access and use of third party services, including information, material, products and offers therein, is solely at your own risk. Use of third party services may require your agreement to separate written terms and conditions.

5.2 Disclaimer of Warranties. IRIS Receipts is provided “as is”, “where is” and “as available” and without warranties of any kind. To the extent permitted by law, IRIS Receipts and its licensors make no representations or warranties or guarantees of any kind or nature, whether express or implied, relating to IRIS Receipts, and specifically disclaims all such warranties including, without limitation, any implied warranty of merchantability, fitness for a particular purpose and non-infringement. Without limiting the previous disclaimer, to the extent permitted by law, IRIS Receipts and its licensors do not represent, warrant or guarantee that IRIS Receipts will (i) operate in an uninterrupted, timely, secure or error-free manner, (ii) always be available or free from all harmful components or errors or (iii) be secure against or immune from (including the content delivered to you or the information you provided) any unauthorized access.

5.3 Disclaimer of Certain Damages. IN NO EVENT SHALL IRIS RECEIPTS OR ITS LICENSORS BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE DAMAGES OR LOST PROFITS, EVEN IF IRIS RECEIPTS OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION WILL APPLY REGARDLESS OF THE THEORY OF LIABILITY, WHETHER FRAUD, MISREPRESENTATION, BREACH OF CONTRACT, NEGLIGENCE, PERSONAL INJURY, PRODUCT

LIABILITY, INFRINGEMENT OR ANY OTHER THEORIES, REGARDLESS OF WHETHER OR NOT IRIS RECEIPTS OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS MEANS THAT YOU HEREBY WAIVE ANY AND ALL RIGHTS TO ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE DAMAGES OR LOST PROFITS FROM IRIS RECEIPTS AND ITS LICENSORS. THIS LIMITATION AND WAIVER ALSO APPLIES TO ANY CLAIMS YOU MAY BRING AGAINST ANY OTHER PARTY TO THE EXTENT THAT IRIS RECEIPTS WOULD BE REQUIRED TO INDEMNIFY THAT PARTY FOR SUCH CLAIM. YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE OR LOSS IF YOU ALLOW ANYONE (SUCH AS ANOTHER USER OR A MERCHANT) TO USE OR HANDLE YOUR DEVICE OR IRIS RECEIPTS.

5.4 THE FOREGOING DISCLAIMERS, EXCLUSIONS AND LIMITATIONS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

6. Governing Law

These ToS shall be governed and construed in accordance with the laws of the England and Wales, without regard to its conflict or choice of law provisions. Unless otherwise provided for in the governing law, any claim or dispute arising in connection with these ToS or Your use of IRIS Receipts shall be resolved as set forth in the Service Terms and Conditions, located at <https://www.irisreceipts.com/static/terms.pdf>