

TERMS AND CONDITIONS

www.pupilwallet.com

Effective date: __February 2021

1. Introduction

The Pupil Wallet website located on www.pupilwallet.com (“Site”) and the Pupil Wallet Mobile Applications (“App”) available on Apple App Store (IOS) and Google Play Store (Android), are owned and operated by Pupil Wallet from the United Kingdom. Throughout the Site, the terms “we”, “us”, “platform”, and “our” refer to Pupil Wallet. We offer the Pupil Wallet Site and App, including all information, tools, and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies, and notices stated here.

By visiting our site and/or when using our App, you (“User”) engage in our “Services” and agree to be bound by the following terms and conditions (“Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms and Conditions apply to all users of the Site and App including without limitation users who are browsers, pupils of schools, general users, and/ or contributors of content.

PLEASE READ THE FOLLOWING TERMS AND DISCLAIMERS CAREFULLY BEFORE USING THE SERVICES.

Please read these Terms carefully before downloading, installing or using the App and when using our Site. By downloading, installing, accessing, the App or by the browsing the Site, you accept and agree to these Terms which bind you legally. If you do not agree with these Terms, our Privacy Policy, or any other of our policy, you should not use the Services.

2. General Information

- **About.** Pupil Wallet is an integrated payment system designed for schools. It eliminates the need for physical cash and cards within communities by digitising payments through a cloud-based system. Pupil Wallet runs off of two mobile applications, one for pupils and parents and another for vendors. For more information on the products and services we offer, please find more details on www.pupilwallet.com or on our App.
- **Sole discretion.** We reserve the right to add/discontinue any product or service anytime at the sole discretion and without notice.

3. App Updates and Functionality

From time to time, updates to the App may be made available through the App Store and Play Store. Depending on the update, and whether you utilized the App Store or Play Store to download and access the App, you may not be able to use the App until you have installed the latest version. In addition, you acknowledge that the App is provided over the Internet and mobile networks and so the quality and availability of the App may be affected by factors outside our reasonable control. Accordingly, we do not accept any responsibility for any connectivity issues that you may experience when using the App. In addition, you acknowledge and agree that you (and not us) are responsible for obtaining and maintaining all telecommunications,

broadband and computer hardware, equipment and services needed to access and use the App, and for paying any data charges that may be charged to you by your network provider in connection with your use of the App.

4. Store Rules

With respect to downloading the App, you agree to comply with the App Store Rules and Play Store Rules, as applicable. You acknowledge that the availability of the App may be dependent on the App Store or Play Store from which you receive the App. You acknowledge these Terms are between you and Pupil Wallet and not with the App Store or Play Store. The App Store and Play Store are not responsible for the App, the content thereof, maintenance, support services, and warranty therefor, and addressing any claims relating thereto (e.g., product liability, legal compliance, or intellectual property infringement). You acknowledge that the App Store and Play Store (and their respective subsidiaries) are third party beneficiaries to these Terms and will have the right to enforce these Terms against you.

5. Permitted use

You agree to use the Site, App and the Services only for purposes that are permitted by these Terms and Conditions and in compliance with all applicable laws, regulations, and generally accepted practices or guidelines in the relevant jurisdictions. You may only use the Services for your non-commercial, non-exclusive, non-assignable, non-transferable, and limited personal use, and no other purposes.

You will not (and will not attempt to):

- a. Use the Services for any illegal or unlawful purpose;
- b. Access any of the Services by any means other than through the interface that is provided by Pupil Wallet;
- c. Gain unauthorised access to Pupil Wallet's computer system or engage in any activity that interferes with the performance of, or impairs the functionality or security of the Services, Pupil Wallet's networks, and computer systems;
- d. Access any of the the Services through any automated means or with any automated features or devices (including use of scripts or web crawlers);
- e. Access or collect any personally identifiable information, including any names, email addresses or other such information for any purpose, including, without limitation, commercial purposes;
- f. Reproduce, duplicate, copy, sell, trade, or resell any aspect of the Services for any purpose; and
- g. Reproduce, duplicate, copy, sell, trade or resell any products or services bearing any trademark, service mark, trade name, logo or service mark owned by Pupil Wallet in a way that is likely or intended to confuse the owner or authorised user of such marks, names or logos.

6. Limited License

We grant you a limited license to use the Services for personal non-commercial use only. You may not: (a) resell or make any commercial use of this Site and the App or any of the contents of our Services; (b) modify, adapt, translate, reverse engineer, decompile, disassemble or convert any of the contents of the Services not intended to be so read; (c) copy, imitate, mirror, reproduce, distribute, publish, download, display, perform, post or transmit any of the contents of the Services in any form or by any means; or (d) use any data mining, bots, spiders, automated tools or similar data gathering and extraction methods on the contents of the Services or to collect any information from the Site, App or any other user.

Your use of this Site and the App is at your own risk. You agree that you will be personally responsible for your use of this Site and the App. If we determine, in our sole discretion, that you engaged in prohibited activities, were not respectful of other users, or otherwise violated the Terms and Conditions, we may deny you access to our Services on a temporary or permanent basis and any decision to do so is final.

7. Accounts, Registrations, and Passwords

You are solely responsible for maintaining the confidentiality of your account and password(s) and for restricting access to your computer and mobile/tablet. If you open an account, register, or otherwise provide us with any information, you agree to provide us with current, complete, and accurate information as requested by any forms. Pupil Wallet is not responsible for any errors or delays in responding to any inquiry or request caused by any incorrect, outdated, or incorrect information provided by you or any technical problems beyond the control of Pupil Wallet. You may not disclose the Password to another person or entity or permit another entity to access the Site and Apps using such a Password. You must notify Pupil Wallet immediately of any breach of security or unauthorised use of your account. Pupil Wallet cannot be responsible and disclaims all liability in connection with, the use of any information that you post or display on the Site and App. Multiple profiles of the same person are not allowed on the Site and App.

8. General Conditions

- **Student.** The pupil app displays the user's profile, balance and transaction history whilst allowing them to top up their account via the deposit button. Students can then pay for items around the college by scanning their QR code or by giving their name to the vendor, who then verifies the pupil's account before completing the transaction.
- **Parent.** The parent portal allows for more insight into their pupil's spending around the college. Parents can monitor their children's transaction history, restrict spending at various college shops, deposit money directly into their account, and be notified instantly of any charges being added to the school bill.
- **Vendor.** We provide vendors with a point of sale (POS) system free of charge. It runs off of an alternate application that allows them to charge pupil accounts for items that they sell, such as food, clothing, and stationery. Pupil Wallet's POS system was built in-house and is tailored specifically for use with our Pupil Wallet App.

- **School.** The Dashboard can be accessed by designated staff. The software is web-based and enables full autonomy over the school's monetary system. Administrators have access to: individual pupil transaction history, accounts for college vendors, and the ability to restrict or reward year groups or individual users.

9. Refunds & Cancellations

To initiate cancellation or terminate the contract, the School must send us a notice of intimation at least 1 month before the termination. Any refunds must be requested via the App.

10. Intellectual Property Rights

Your use of the Site, App and its contents grants no rights to you concerning any copyright, designs, and trademarks and all other intellectual property and material rights mentioned, displayed, or relating to the Content (defined below) on the Site and App. All Content, including third party trademarks, designs, and related intellectual property rights mentioned or displayed on this Site and the App, are protected by national intellectual property and other laws. Any unauthorised reproduction, redistribution or other use of the Content is prohibited and may result in civil and criminal penalties. You may use the Content only with our prior written and express authorisation. To inquire about obtaining authorisation to use the Content, please contact us at info@pupilwallet.com. In addition to the intellectual property rights mentioned above, "Content" is defined as any graphics, photographs, including all image rights, sounds, music, video, audio, or text on the Site and App.

11. Monitoring Activity

Pupil Wallet has no obligation to monitor this Site and the App or any portion thereof. However, we reserve the right to review any posted content and remove, delete, redact or otherwise modify such content, in our sole discretion, at any time and from time to time, without notice or further obligation to you. Pupil Wallet has no obligation to display or post any content. Pupil Wallet, subject to the Privacy Policy reserves the right to disclose, at any time and from time to time, any information or posted the content that it deems necessary or appropriate, including without limitation to satisfy any applicable, law, regulation, contractual obligation, legal, dispute process, or governmental request. Pupil Wallet shall have no liability in connection with any content or content submitted to, transmitted via, or displayed or posted on this Site and the App, regardless of whether provided by Pupil Wallet or any other party.

12. Disclaimer

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, PUPIL WALLET EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY (A) WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE AS TO THE SITE, APP AND ITS CONTENT, INCLUDING THE INFORMATION, DATA, SOFTWARE, OR PRODUCTS CONTAINED THEREIN, OR THE RESULTS OBTAINED BY THEIR USE OR AS TO THE PERFORMANCE THEREOF, (B) WARRANTIES OR CONDITIONS ARISING THROUGH COURSE OF DEALING, AND (C) WARRANTIES OR CONDITIONS OF UNINTERRUPTED OR ERROR-FREE ACCESS OR USE. THE SITE AND APP AND ALL CONTENTS THEREIN AND

COMPONENTS THEREOF ARE PROVIDED ON AN "AS IS" BASIS AND YOUR USE OF THE SITE AND APP IS AT YOUR OWN RISK.

13. Limitation of Liability

You agree that in no event shall Pupil Wallet be liable to you, or any third party, for any lost profits, incidental, consequential, punitive, special, or indirect damages arising out of or in connection with the Site and App or the Terms and Conditions, even if advised as to the possibility of such damages, regardless of whether the claim for such damages is based in contract, tort, strict liability or otherwise. This limitation on liability includes, but is not limited to, any (i) errors, mistakes, or inaccuracies in any Content or for any loss or damage of any kind incurred by you as a result of your use of or reliance on the Content; (ii) the transmission of any bugs, viruses, Trojan horses or the like which may infect your equipment, failure of mechanical or electronic equipment; (iii) unauthorised access to or use of the Site or Apps secure servers and/or any personal information and/or financial information stored therein; or (iv) theft, operator errors, strikes or other labor problems or any force majeure. You agree that you use the App and/or any Third Party Sites at your own risk. You further understand and agree that we are not responsible or liable for your illegal, unauthorised, or improper use of information transmitted, monitored, stored or received using the App.

14. Indemnification

You agree to indemnify and hold Pupil Wallet and its subsidiaries, affiliates, officers, directors, agents, and employees, harmless from and against any suit, action, claim, demand, penalty or loss, including reasonable attorneys' fees, made by or resulting from any third party due to or arising out of your use of our Services, breach of the Terms and Conditions or the materials it incorporates by reference, or your violation of any law, regulation, order or other legal mandates, or the rights of a third party.

15. Governing Laws

These Terms and Conditions and our policies shall be governed by and construed in accordance with English law.

16. Children

We do not knowingly collect personally identifiable information from anyone under the age of 16. If you are a parent or guardian and you are aware that your Child has provided us with Personal Data, please contact us. If we become aware that we have collected Personal Data from children without verification of parental consent, we take steps to remove that information from our servers.

17. Privacy & Cookies

For more information on how we collect your information and cookies, please refer to our Privacy Policy and Cookie Policy.

18. Deleting Data And Information

Users on the App and Site can delete their Account. Once an account is deleted, we will erase ALL data of the User associated with their account including messages, their connections, and

their personal information. The process cant be undone once the user proceeds with the deletion of data. We will no longer store the data of that user after deletion.

19. Changes

We reserve the right to update and revise these Terms and Conditions at any time. You will know if these Terms and Conditions have been revised since your last visit to the website or the App by referring to the "Effective Date of Current Policy" date at the top of this page. Your use of our Site and App constitutes your acceptance of these Terms and Conditions as amended or revised by us from time to time, and you should, therefore, review these Terms and Conditions regularly.

20. Severability

If any of these Terms and Conditions shall be deemed invalid, void, or for any reason unenforceable, that term shall be deemed severable and shall not affect the validity and enforceability of any remaining terms or conditions.

21. Assignment

We shall be permitted to assign, transfer, or subcontract our rights and obligations under these terms without your consent or any notice to you. You shall not be permitted to assign, transfer, or subcontract any of your rights and obligations under this agreement.

22. Force Majeure

Pupil Wallet is not liable for any delays caused by circumstances beyond Pupil Wallet's control, e.g. general labour dispute, extreme weather, acts of war, fire, lightning, terrorist attacks, changed governmental orders, technical problems, defects in power- /tele-/computer communications or other communication and defects or delays in the service by sub-suppliers due to circumstances set forth above.

23. Entire Agreement

These Terms and Conditions set forth the entire understanding and agreement between you and Pupil Wallet concerning the subject matter herein and supers all prior or contemporaneous communications and proposals, whether electronic, oral or written concerning the Site and App. A printed version of these Terms and Conditions and any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Any rights not expressly granted herein are reserved. You may not assign the Terms and Conditions, or assign, transfer or sublicense your rights therein. A failure to act concerning a breach by you or others does not waive Pupil Wallet's right to act concerning subsequent or similar breaches.

24. Relationship

No agency, partnership, joint venture or employment relationship is created as a result of these Terms and neither of us has any authority of any kind to bind the other in any respect.

25. Violation and Termination

Any conduct that in any way violates these Terms or any posted restrictions or guidelines may result, in our sole discretion, in the termination of your license and right to utilize the Services to access Content or for any other purpose, and/or our pursuit of any legal damages or remedies. If necessary, or as authorised under applicable law, we may cooperate with local, state and/or federal authorities to protect the Sites, the App, the Services, the Content, Pupil Wallet, its Affiliates, Licensors, members, employees, agents and/or visitors; to comply with applicable laws; or to prevent unauthorised access or use of the Services or the Content. We retain the right to deny access to the Services, in our sole discretion, to any visitor/user for any reason, including for any violation of these Terms.

26. Contact Us

For any questions, complaints, and queries or to report any violations, kindly get in touch:

PUPIL WALLET

Email: info@pupilwallet.com