



## **PIGZBE APP – END USER LICENCE AGREEMENT**

### **PLEASE READ THESE LICENCE TERMS CAREFULLY**

BY CLICKING ON THE "ACCEPT" BUTTON BELOW YOU AGREE TO THESE TERMS WHICH WILL BIND YOU.

IF YOU DO NOT AGREE TO THESE TERMS, CLICK ON THE "REJECT" BUTTON BELOW.

### **WHO WE ARE AND WHAT THIS AGREEMENT DOES**

Pigzbe Limited of Finsgate, 5-7 Cranwood Street, London, EC1V 9EE, a company incorporated in England and Wales (Registered Number 11134344) ("**we**", "**us**") license you to use:

- The Pigzbe mobile application software, the data supplied with the software, ("**App**") and any updates or supplements to it.
- The related online or electronic documentation ("**Documentation**").
- The service you connect to via the App and the content we provide to you through it ("the **Service**").

as permitted in these terms ("**the Terms**").

By "**you**" we mean any individual user of the App who has downloaded the App and has accepted these Terms.

### **YOUR PRIVACY**

We only use any personal data we collect through your use of the App and the Service in the ways set out in our privacy policy [https://www.pigzbe.com/pdf/pigzbe\\_privacy\\_notice.pdf](https://www.pigzbe.com/pdf/pigzbe_privacy_notice.pdf).

Please be aware that internet transmissions are never completely private or secure and that any message or information you send using the App or any Service may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

### **THE APP STORE TERMS ALSO APPLY**

The ways in which you can use the App and Documentation may also be controlled by the rules and policies of Apple App Store <https://www.apple.com/legal/internet-services/itunes/uk/terms.html> and Google Play [https://play.google.com/intl/en-us\\_us/about/play-terms.html](https://play.google.com/intl/en-us_us/about/play-terms.html) (the "App Store Provider"). The App Store Provider's rules and policies will apply additionally and instead of the relevant provisions of these Terms where there are differences between the two, so please carefully review the relevant App Store Provider's terms to fully understand the terms governing your use of this App.

However, please note that these Terms are concluded solely between you and us, and we, not the App Store Providers, are solely responsible for the App and its contents.

## OPERATING SYSTEM REQUIREMENTS

The App requires a premium smartphone with recent processors to operate properly. The App has the following minimum requirements:

- **Minimum device memory required:** 8GB
- **Version of operating system:**
  - iOS 11 and above.
  - Android Version 7 and above.

## SUPPORT FOR THE APP AND HOW TO TELL US ABOUT PROBLEMS

**Support.** If you are experiencing any problems using the App or the Service then please contact us at [support@pigzbe.com](mailto:support@pigzbe.com)

**Contacting us (including with complaints).** If you think the App or the Services are faulty or misdescribed or wish to contact us for any other reason please email our customer service team at [support@pigzbe.com](mailto:support@pigzbe.com)

**How we will communicate with you.** If we have to contact you we will do so by email, by SMS using the contact details you have provided to us.

Please note that the App Store Providers will not be responsible for providing any maintenance and support services in relation to the App.

## HOW YOU MAY USE THE APP, INCLUDING HOW MANY DEVICES YOU MAY USE IT ON

In return for your agreeing to comply with these Terms you may:

- download a copy of the App and view, use and display the App on such devices for your personal purposes only.
- use any Documentation to support your permitted use of the App and the Service.
- provided you comply with the licence restrictions set out in these Terms make up to two copies of the App and the Documentation for back-up purposes; and
- receive and use any free supplementary software code or update of the App incorporating "patches" and corrections of errors as we may provide to you.

## LIMITATIONS ON OUR SERVICES

As part of the Services you will be entitled to manage one or more cryptocurrency wallets (each a "Wallet"). The Wallet will allow you to receive, store, and transfer supported cryptocurrencies, currently only Wollo (WLO). The cryptocurrencies supported by the Wallet are determined at our sole discretion.

We do not act as custodian in relation to the Wallet or its contents nor do we provide any other services in relation to the cryptocurrency that you store in the Wallet other than those specifically set out above. You are solely responsible for the ownership and management of any cryptocurrency stored within the Wallet.



We have no means of accessing the contents of your Wallet and we will never ask you for your private key or any other form of authentication to access the Wallet.

While we will use our reasonable endeavours to assist you in keeping the Wallet secure it is your responsibility to ensure that any keys, mnemonics, passwords or pin numbers that you may use to access the Wallet, or to perform transactions involving the contents of the Wallet, are kept secure. If you lose such means of authentication, then we have no means of restoring access to your Wallet and will accept no liability for its contents.

You acknowledge that we have no control over any blockchain network and therefore any transaction sent over any blockchain network are sent at your own risk. Once made all transactions made through the Wallet cannot be reversed or amended.

### **YOU MUST BE 18 TO ACCEPT THESE TERMS AND BUY THE APP**

You must be 18 or over to accept these Terms and download the App.

### **CREATING SUB-ACCOUNTS FOR CHILDREN**

As part of the Services you may, subject to certain conditions, be entitled to set up sub-accounts for children.

The creation of a sub-account in this way in no way creates any contract between us and the sub-account holder and shall simply be a part of your account.

You will remain liable for the acts and omissions of the child or sub-account holder as if they were your acts and omissions and it is your responsibility to ensure that the sub-account holder is aware of and complies with these Terms.

### **YOU MAY NOT TRANSFER THE APP TO SOMEONE ELSE**

We are giving you personally the right to use the App and the Service as set out above. You may not otherwise transfer the App or the Service to someone else, whether for money, for anything else or for free. If you sell any device on which the App is installed, you must remove the App from it.

### **CLAIMING YOUR WOLLO TOKENS AND SECURITY**

As part of the Services, you may be able to claim tokens owed to you in a supported cryptocurrency.

While we will use our reasonable endeavours to ensure that the transfer of such token to your Wallet is carried out securely for example by using two factor authentication, it is your responsibility to ensure that any keys, mnemonics, passwords or pin numbers that you may use to facilitate or allow such transfers are kept securely. We cannot accept any responsibility for tokens that are not transferred to you because you fail to keep the means of authentication secure.

### **CHANGES TO THESE TERMS**

We may need to change these terms to reflect changes in law or best practice or to deal with additional features which we introduce to the App.

We will give you at least 30 days notice of any change by sending you an email or SMS to the email address or mobile telephone number you have used to register your account with details of the change or notifying you of a change when you next start the App.



If you do not accept the notified changes you will not be permitted to continue to use the App and the Service.

### **UPDATE TO THE APP AND CHANGES TO THE SERVICE**

From time to time we may automatically update the App and change the Service to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Alternatively we may ask you to update the App for these reasons.

If you choose not to install such updates or if you opt out of automatic updates you may not be able to continue using the App and the Services.

All updates to the App will form part of the App and be subject to these Terms.

### **IF SOMEONE ELSE OWNS THE PHONE OR DEVICE YOU ARE USING**

If you download or stream the App onto any phone or other device not owned by you, you must have the owner's permission to do so. You will be responsible for complying with these terms, whether or not you own the phone or other device.

### **WE MAY COLLECT TECHNICAL DATA ABOUT YOUR DEVICE**

By using the App or any of the Services, you agree to us collecting and using technical information about the devices you use the App on and related software, hardware and peripherals to improve our products and to provide any Services to you.

### **WE ARE NOT RESPONSIBLE FOR USER-GENERATED CONTENT OR OTHER WEBSITES/APPS YOU LINK TO**

The App and Service provides a limited private messaging service to enable users to transfer their own content to each other. We will not be responsible for any liability arising from user-generated content transmitted through the App, including but not limited to errors contained within the content, libel, breach of confidentiality or privacy rights or infringement of intellectual property rights.

Additionally, we do not endorse the contents of, views expressed in or intended use of any materials that may be transmitted through the App and the Service. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of information obtained from the App and the Service.

The App may contain links to other independent websites and apps (including to our App Store Providers) which are not provided by us. Such independent sites and apps are not under our control, and we are not responsible for and have not checked and approved their content or their privacy policies (if any).

You will need to make your own independent judgement about whether to use any such independent sites, including whether to buy any products or services offered by them.

### **LICENCE RESTRICTIONS**

You agree that you will:

- except as expressly allowed in these Terms not rent, lease, sub-license, loan, provide, or otherwise make available, the App or the Services in any form, in whole or in part to any person without prior written consent from us;

- not translate, merge, adapt, vary, alter or modify, the whole or any part of the App, Documentation or Services nor permit the App or the Services or any part of them to be combined with, or become incorporated in, any other programs, except as necessary to use the App and the Services on devices as permitted in these terms;
- not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the App or the Services nor attempt to do any such things, except to the extent that (by virtue of sections 50B and 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are necessary to decompile the App to obtain the information necessary to create an independent program that can be operated with the App or with another program (**Permitted Objective**), and provided that the information obtained by you during such activities:
  - is not disclosed or communicated without the Licensor's prior written consent to any third party to whom it is not necessary to disclose or communicate it in order to achieve the Permitted Objective; and
  - is not used to create any software that is substantially similar in its expression to the App;
  - is kept secure; and
  - is used only for the Permitted Objective;
- comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the App or any Service.

## **ACCEPTABLE USE RESTRICTIONS**

You must:

- not use the App or any Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the App, any Service or any operating system;
- not infringe our intellectual property rights or those of any third party in relation to your use of the App or any Service, including by the submission of any material (to the extent that such use is not licensed by these Terms);
- not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App or any Service;
- not use the App or any Service in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
- not collect or harvest any information or data from any Service or our systems or attempt to decipher any transmissions to or from the servers running any Service.

## **INTELLECTUAL PROPERTY RIGHTS**

All intellectual property rights in the App, the Documentation and the Services throughout the world belong to us (or our licensors) and the rights in the App and the Services are licensed (not sold) to you. You have no intellectual property rights in, or to, the App, the

Documentation or the Services other than the right to use them in accordance with these terms.

## **OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

**We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or for fraud or fraudulent misrepresentation.

**We are not liable for business losses.** The App is for domestic and private use. If you use the App for any commercial, business or resale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

**Limitations to the App and the Services.** The App and the Services are provided for general information and entertainment purposes only and are subject to the limitations set out above. They do not offer advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of information obtained from the App or the Service. Although we make reasonable efforts to update the information provided by the App and the Service, we make no representations, warranties or guarantees, whether express or implied, that such information is accurate, complete or up to date.

**Please back-up content and data used with the App.** We recommend that you back up any content and data used in connection with the App, to protect yourself in case of problems with the App or the Service.

**Check that the App and the Services are suitable for you.** The App and the Services have not been developed to meet your individual requirements. Please check that the facilities and functions of the App and the Services (as described on the appstore site and in the Documentation) meet your requirements.

**We are not responsible for events outside our control.** If our provision of the Services or support for the App or the Services is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event but if there is a risk of substantial delay you may contact us to end your contract with us and receive a refund for any Services you have paid for but not received.

## **WE MAY END YOUR RIGHTS TO USE THE APP AND THE SERVICES IF YOU BREAK THESE TERMS**

We may end your rights to use the App and Services at any time by contacting you if you have broken these terms in a serious way. If what you have done can be put right we will give you a reasonable opportunity to do so.

If we end your rights to use the App and Services:

- You must stop all activities authorised by these terms, including your use of the App and any Services.
- You must delete or remove the App from all devices in your possession and immediately destroy all copies of the App which you have and confirm to us that you have done this.

- We may remotely access your devices and remove the App from them and cease providing you with access to the Services.

### **WE MAY TRANSFER THIS AGREEMENT TO SOMEONE ELSE**

We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

### **YOU NEED OUR CONSENT TO TRANSFER YOUR RIGHTS TO SOMEONE ELSE**

You may only transfer your rights or your obligations under these terms to another person if we agree in writing.

### **NO RIGHTS FOR THIRD PARTIES**

This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

### **IF A COURT FINDS PART OF THIS CONTRACT ILLEGAL, THE REST WILL CONTINUE IN FORCE**

Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

### **EVEN IF WE DELAY IN ENFORCING THIS CONTRACT, WE CAN STILL ENFORCE IT LATER**

Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

### **WHICH LAWS APPLY TO THIS CONTRACT AND WHERE YOU MAY BRING LEGAL PROCEEDINGS**

These Terms are governed by English law and you can bring legal proceedings in respect of the Services in the English courts. If you live in Scotland you can bring legal proceedings in respect of the Services in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the Services in either the Northern Irish or the English courts.