



## ZIPZERO APP TERMS OF SERVICE

Our goal in creating the ZIPZERO App is to help households like ours make ends meet. We wanted to build a rewards system that would offer the possibility of having your everyday shopping pay off all or a portion of your utility bills. Every receipt you scan via the App helps zip your household bills down to zero.

Our Terms of Service below explain how we're able to translate the shopping data you share with us into cash that goes directly towards paying your household bills each month.

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These Terms of Service ("**Terms**") refer to your use of the ZIPZERO mobile application as well as all updates thereof ("**App**").

These Terms detail both your rights and your obligations in using the App. Please take the time to read through these Terms carefully because as a user of the App, you will be legally bound to adhere to these Terms. Please be advised that the Terms may be updated from time to time. We will inform our users of these changes on an ongoing basis.

The latest version of these Terms can be found in the "Terms of Service" section inside the menu of the App.

For detailed information on how we process your personal data, please see our [Privacy Policy](#) in the "Privacy Policy" section in the App menu.

To use the App, you must accept these Terms by clicking the **Next** button (or equivalent) during the signup / signin process when prompted.

By using the App, you agree to be bound by these Terms. If you do not agree to these Terms, you must discontinue your use of the App.

If you have downloaded the App from the Apple App Store, you must also use the App in accordance with the [Apple Media Services Terms and Conditions](#).

If you have downloaded the App from Google Play, you must also use the App in accordance with the [Google Play Terms of Service](#).

## 1. About us

The App is offered by ZIPZERO Global Limited, a company registered in England and Wales under number 11786825, with its registered office at WeWork Aviation House, 125 Kingsway, London WC2B 6NH, United Kingdom ("**ZIPZERO**", "**we**", "**us**", and "**our**").

## 2. System and device requirements

The App is compatible with devices that meet the minimum system requirements, i.e. iOS 10.0 and above and Android 5.0 and above. The device must have active camera module.

If your system or device does not meet these requirements, the App may not work on your device as intended.

While downloading and using the App on the device, data and internet usage charges may be incurred. Please check with your mobile or internet service provider beforehand for information on any additional fees they may charge.

If you are using a device that doesn't belong to you, you must get permission from the owner of the device if you want to download and use the App on that device. By downloading and using the App, you accept responsibility in accordance with these Terms whether or not you actually own the device that you control and use to navigate the App.

## 3. License to use the App

The App is licensed to you, not sold. That means that the App belongs to us and our licensors and we and our licensors continue to own the App after it is installed and used on the device you own or control.

Under these Terms, we grant you a non-exclusive licence to download and install the App onto the device that you own or control and to use the App for personal, non-commercial use in accordance with these Terms. This means that you must not use the App for any commercial or business purposes, or any other purpose which might be considered outside of the boundaries of these terms or otherwise illegal.

While you may use the App anywhere in the world, we only accept scanned receipts from UK retailers.

The license is granted for the period when the App is installed and in use on the device that you own or control.

The license is granted to you personally. That means you must not transfer the App to any other person or share the App with any other person. However, you and other members of your household can use their individual ZIPZERO accounts to cover household bill payments.

Please respect our intellectual property rights. You must not modify, adapt, translate or create derivative works of the App, nor decompile or reverse engineer the App except as is permitted by law. Moreover you must not remove or change any copyright, trademark or other proprietary notices.

#### 4. Creating an account

You must be at least 18 years of age to create an account within the App.

You have the right to open a single account under your name and contact information. Users don't have the right to open more than one account.

To sign up for a new account, fill in the "Signup" form, providing your email address. Click on the confirmation link sent to the email address you provided to confirm your account and set your passcode.

When signing up for a new account in the App and throughout your use of the App, you must provide an accurate and current email address. Failure to provide us with a valid email address may prevent us from creating your account and prevent you from using the App as intended.

You must ensure that the email address associated with your account is up-to-date and that you have full access to your mailbox. If you switch your email address, you will need to update the address associated with your account. It will not be done automatically.

#### 5. Earning Units

This section describes explain how you can use the App to earn Units by sharing data with us simply by scanning your receipts into the App.

Units which are recorded by us on your account in the App are expressed in the equivalent of pound sterling (GBP) ("**Units**"). The smallest possible amount that can be earned via the App is 0.01 Units (the equivalent of 0.01 GBP/1 pence).

The App allows you to share certain data with us in exchange for Units that can be redeemed for a reward, i.e. ordering us to pay your utility bill (water, gas, electricity, telephone, TV, Internet) or your council tax bill ("**Reward**").

You will be able to start collecting Units once you have successfully created an account in the App and once the App has launched on your device.

You earn Units when you successfully scan a valid receipt into the App. A valid receipt is one that represents a purchase you've made as a consumer with any UK-based retailer and which has not been scanned beforehand by you or any other user of the App.

Any receipt representing a transaction that falls under the following conditions is not considered valid and may not be scanned into the App:

- (a) directly purchased by any other person other than you or a member of your household;
- (b) for any commercial or business purpose;
- (c) at a retailer based outside the UK.

Only a detailed purchase receipt issued by the retailer can be scanned within the App. A payment card confirmation will not be considered a receipt as per these Terms.

The receipt must be scanned into the App within 7 days from the date of purchase.

Any receipt that doesn't meet the allowable conditions described in this section will be considered a breach of these Terms and a misuse of the App. Any receipt determined to be in breach of these Terms may be rejected by us without notice.

Immediately after the receipt has been processed in the App you will be awarded a set of Units that correspond to the current Reward Rules.

#### **The current Reward Rules are included in the Appendix to these Terms**

Units that are awarded to your account fall under the status of either pending, available or cancelled.

- (a) Pending: Units earned just after a receipt is scanned are given the status of pending up until the verification period expires. The verification period is calculated from the moment the receipt has been successfully processed within the App. You cannot redeem pending Units for a Reward.
- (b) Available: after the verification period has passed and the validity of the receipt has been verified, the status of pending Units is automatically upgraded to available. You can redeem available Units for a Reward (ordering bill payment) at any time.
- (c) Cancelled: we reserve the right to cancel pending or available Units if our verification system determines you are in breach of these Terms, particularly in the case of fraud or misuse of the App.

Please keep in mind that available Units cannot be withdrawn by you or credited to a bank account belonging to you or any other third party except of your utility service provider (water, gas, electricity, telephone, TV, Internet) or your council (council tax) ("**Biller**"). You can only use these Units by redeeming them for a Reward (ordering bill payment). We will not redeem Units for cash payments to you or any third party.

Available Units will be available to you for bill payment for a period of three consecutive months after Units become available. If you have not redeemed your available Units during this period, all available Units earned up to that date will be forfeited.

In the “Wallet” section of the App you can check the current status of your pending and available Units. Your receipts are stored in your Wallet and you can find the relevant receipt scan for a given transaction by clicking the link in your receipt history.

## 6. Your Bills

To redeem your available Units for a Reward, you must first add the payment details for the service (water, gas, electricity, telephone, TV, Internet and council tax) and your Biller.

Go to the “Bills” section of the App and click onto the “+ Add Biller” button. In this section, you provide us with the required details for processing your bill payment, including (i) the name of the Biller of your choice; (ii) the Biller’s bank account and sort code or IBAN bank account number; and (iii) your account number/customer number at your Biller.

In order to save your bill click the “+ Add Bill” button again.

When adding a new Biller within the App, you must provide us with accurate and current details routing details so that your payment can be processed successfully. Failure to provide us with the correct information for your Biller may delay granting you a Reward or block it entirely.

You are only required to provide payment details for your Billers. **You must never provide payment details for your own bank account or any third party other than your Biller(s).** Doing so will be considered a breach of these Terms and a misuse of the App, which will lead to a deletion of your account in the App.

You must keep all Biller/bill payment details associated for your account current. If this information changes, you are expected to update the Biller’s details in your account in the App. Such updates are not carried out automatically.

You can edit or delete saved bills/Billers on your payment list at any time within the App.

## 7. Redeeming Units for a Reward

If you wish to redeem your available Units for a Reward go to the “Bills” section of the App and select a Biller from your list by clicking the “Pay” button.

A Reward within the App constitutes the payment by us of a bill of your choosing. To order a bill payment, enter the amount of available Units you wish to redeem. An applicable minimum Reward value is indicated in the current Reward Rules. This limit is subject to change at any time. Please refer to Section 8 of these Terms for more information in that respect. If you have fewer available Units than the minimum threshold, you'll need to earn more Units to reach the threshold before you can redeem them for a Reward. You should not order the payment of more available Units than the amount owed on a bill. An applicable maximum Reward value is indicated in the current Reward Rules. This limit is subject to change at any time. Please refer to Section 8 for more information in that respect.

Click the “Next” button to confirm all the payment details for your Biller are correct and order payment of your bill.

We will transfer the cash equivalent corresponding to the available Units you have redeemed to your Biller within one business day.

Once your Reward has been confirmed, it is non-refundable and non-exchangeable.

## 8. Changes to the Reward Rules

We reserve the right to change our Rewards Rules from time to time. We will publish the updated version of the rules in the App, including but not limited to, the conditions for earning Units, the number of Units awarded for a particular action, and the conditions for redeeming Units for Rewards.

We are consistently working to improve the Rewards we offer you via our App and this may affect the Reward Rules. We will inform you of any changes we make to the Reward Rules via email address you provided to us and/or via a pop-up notification within the App. If we plan to change the Reward Rules in any way that affects you adversely we will endeavor to notify you thereof 30 days in advance. The change of the Reward Rules will not affect your available Units which can still be redeemed for a Reward. Your use of the App is equivalent to your acceptance of the new Reward Rules and your agreement to be legally bound by them as per the Terms.

Should you object to any changes to the Reward Rules, your sole recourse is to discontinue using the App and uninstall it from the device you own or control. Please note that uninstalling the App is not equivalent to deleting your account in the App. Please refer to Section 18 of these Terms in that respect.

### **9. Fraud, misuse or breach**

If you breach these Terms, the Reward Rules or applicable laws, or if we have reasonable grounds to suspect fraud or misuse of the App by you or a third party using your device or using your account in the App, we reserve the right to cancel your earned Units (both pending and available) or to terminate your right to use the App (delete your account in the App) and Reward scheme without notice.

We will notify you thereof via the email address you have provided.

From the date we've given you notice of termination, your account in the App will be deleted, you will no longer be able to use the App and all earned Units (both pending and available) will be forfeited. You are required to discontinue using the App and to uninstall it from the device you own or control.

### **10. Communication with you**

If we need to send you a general notice or general information, we will send a pop-up notification within the App. We recommend that you check the App regularly for notifications.

We may also contact you by email using the email address associated with your account.

You can change the means we use to communicate at any time by selecting the given option in the "Settings" section of the App.

### **11. Support. Queries and complaints**

We are here to help you in every way we can.

If you need support in relation to the App, particularly in the case of any problems you have may using the App, including any errors, bugs or interruptions, as well as any queries or complaints related to the App please review our FAQs, or alternatively contact our support team at [contact@zipzero.com](mailto:contact@zipzero.com).

We endeavor to respond to your query or complaint in a timely fashion – we anticipate a maximum of 30 days to resolve any issues.

### **12. No warranty**

The App is provided on an "AS IS" and "AS AVAILABLE" basis. This means that you accept that the App may contain errors, bugs or inaccuracies, which we endeavour to address and resolve on an ongoing basis.

We do not guarantee that the App is complete, reliable and accurate, nor do we guarantee that any errors, bugs or inaccuracies in the App will be fixed or that the App will meet your requirements, or that it will achieve an intended result established by an individual user. The App has not been developed to meet your individual requirements, however we will endeavour to improve your user experience on an ongoing basis.

From time to time we may make updates available to you to fix errors, bugs or inaccuracies in the App or improve performance of the App and/or enhance its functionality. We will notify you of any updates of the App available at given time. We recommend that you promptly install all updates of the App that are made available to you to ensure you are accessing the most current version of the App.

We do not guarantee the uninterrupted access to the App at any particular time or location. We may need to interrupt access to the App for maintenance purposes, either on a scheduled or emergency basis. We will endeavour to notify you in advance of any scheduled interruption in access to the App. Moreover, access to the App may be interrupted for reasons outside of our reasonable control (*force majeure*).

Except as expressly stated elsewhere in these Terms, all representations, warranties, conditions and other terms whether express or implied are hereby excluded to the fullest extent permitted by law.

### **13. Links**

The App may provide links to third party web sites or resources. To the extent permitted by applicable laws, we are not responsible for the availability of such external sites or resources, and we do not endorse and we are not responsible or liable for any content, advertising, products or other materials published on or available from such sites or resources. We shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, products or services available on such external sites or resources. We provide such links and references to you only as a convenience. Unless otherwise expressly stated, a link does not imply our endorsement, sponsorship or recommendation of, or affiliation with, the linked site or its content, and we does not accept any responsibility thereof.

### **14. Limitation of liability**

Under no circumstances shall we be held liable to you or any third party for any indirect, incidental, punitive, special or consequential damages or any loss of profits, use, data or other intangible property resulting from, arising out of or in any way relating to these Terms or the subject matter hereof, even if we have been advised of the possibility of such damages.

As the App is for your personal, non-commercial use only, we shall not be held liable for any business-related losses that you suffer as a result of our breaking these Terms, including loss of profits, loss of business, loss of contracts, loss of business opportunity and business interruption.

We shall not be deemed to be in default hereunder, nor shall it be held responsible for, any cessation, interruption or delay in the performance of its obligations hereunder due to reasons beyond our reasonable control (*force majeure*). In such events, we will endeavour to (a) give you notice thereof

within a reasonable timeframe given the circumstances, and (b) take all steps reasonably necessary under the circumstances to mitigate the effects of the force majeure upon which such notice is based.

Where we are found to be liable to you, the user, our total liability (regardless of the number claims brought) shall be the total value of any Reward you received from us during the previous 12 months from the time when a claim is brought forward.

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. In other words, we do not exclude or limit our liability to you for (i) death or personal injury caused by our negligence or the negligence of our directors, officers, employees and agents, (ii) for fraud or fraudulent misrepresentation, or (iii) for any liability that cannot be excluded or limited by law.

#### **15. Indemnification**

You agree upon demand to indemnify us and our directors, officers, employees and agents against and from any claim, demand, liability, expense or loss, including reasonable attorneys' fees due to or arising out of, or in any way connected with your use of or access to the App, your provision, access, disclosure or use of any data, confidential information or personal data, your violation of any obligations under these Terms, your use, or the use by any other person, of your login credentials.

#### **16. Changes to these Terms**

We reserve the right to change these Terms from time to time. All updates to the Terms of service will be published in the App.

We will inform you of any changes we make to these Terms via email address you provided to us and/or via a pop-up notification within the App. If we plan to change these Terms in any way that affects you adversely we will endeavor to notify you thereof 30 days in advance. The change of these Terms will not affect your available Units which can still be redeemed for a Reward.

When you click to confirm any changes to these Terms or if you continue to use the App after the changes to these Terms come into force, you thereby accept the new Terms.

Should you object to any changes to these Terms, your sole recourse is to terminate your use of the App and uninstall it from the device you own or control. Please note that uninstalling the App is not equivalent to deleting your account in the App. Please refer to Section 18 of these Terms in that respect.

We recommend that you review these Terms periodically for any changes. We will make available the latest version of these Terms in the "Terms of Service" section in the App menu.

#### **17. Operation of the App**

We reserve the right to discontinue the App and delete your account in the App or the given Reward scheme, where we have legal, security, technical or commercial reasons to do so. We will endeavor to notify you thereof 30 days in advance via the email address associated with your account and/or via pop-up notification in the App. You will be able to use the App in accordance with these Terms until the day of discontinuing the App or the Reward scheme. All earned Units (both pending and available) will be forfeited thereafter.



## **18. Deleting your account in the App**

If you wish to delete your account in the App you should contact us at [contact@zipzero.com](mailto:contact@zipzero.com) and submit your request.

We reserve the right to delete your account in the App without prior notice if you have not interacted with the App for six consecutive months. We will notify you thereof to the email address associated with your account.

Following the deletion of your account you will no longer be able to use the App and all earned Units (both pending and available) will be forfeited. You are required to discontinue your use of the account and to uninstall the App from the device you own or control.

## **19. Governing law. Jurisdiction**

These Terms of service, their subject matter and their formation, are governed by the laws of England and Wales.

All parties referred to in these Terms agree that the courts of England and Wales will have exclusive jurisdiction, except in the case of a resident of Northern Ireland, who may also bring proceedings forward in Northern Ireland, and are resident of Scotland, who may also bring proceedings forward in Scotland.

## **20. Online Dispute Resolution (ODR)**

If we are unable to resolve your complaints through our support team, as a European Union consumer, you have the option to submit a complaint through the [ODR portal](#).

The ODR platform has been developed by the European Commission and is a requirement of the Regulations for Consumer Disputes. The platform is an automated online tool that will allow consumers to make a complaint against a trader where goods or services have been bought online. The complaint that is submitted by the consumer will be dealt with by an approved Alternative Dispute Resolution provider.

Complaints may be made in any one of the 23 official languages of the European Union. The ODR may suggest Alternative Dispute Resolution provider competent to hear the claim and we have the option to try to resolve your complaint through such provider.

## **21. Final provisions**

We reserve the right to assign any or all of our rights and obligations under these Terms, but we will ensure that the transfer will not affect your rights hereunder. You may not without our written consent assign any of your rights and obligations hereunder.

Any failure by us to enforce any of our rights or obligations set out within these terms will not constitute a waiver of our rights to subsequently enforce such provision or any other provision of these terms.

The invalidity or unenforceability of any one or more sections of these Terms shall not affect the validity or enforceability of its remaining provisions, and each provision of these Terms shall be effective to the maximum extent permissible under applicable law.

These Terms constitutes the entire agreement of the parties with respect to the matters contemplated hereby.

Version: 1.0

Effective date: 14/08/2019

**APPENDIX NO. 1 TO ZIPZERO APP TERMS OF SERVICE**

**REWARD RULES**

| <b>Unit earning activity</b>                                                                                                                                           | <b>Value of earned Units</b>                     | <b>Verification period</b>                                                                  | <b>Miminum Reward value</b> | <b>Maximum Reward value</b> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|---------------------------------------------------------------------------------------------|-----------------------------|-----------------------------|
| The successful scan by a registered user of a receipt into the App. This refers exclusively to a receipt that has not been scanned into the App by any user beforehand | 1% of the total gross value of a receipt scanned | 48 hours from the end of the day in which you successfully scanned the receipt into the App | £1                          | £50 mothly                  |

Version: 1.0

Effective date: 14/08/2019