

Effective Date of Terms and Conditions: *July 20th, 2018.*

Innovative PPAS Limited trading as ReelPay and its affiliated companies including Innovative Technology Limited (“**ReelPay**” or “**we**”, “**us**”, or “**our**”) are pleased to give you access to the ReelPay Application along with related or linked websites, applications, services, interfaces, tools, payment platforms, software, and other functionality provided on or through the ReelPay Application (collectively the “**ReelPay App**”) subject to your agreement to comply with these **General Terms**, our **Privacy Policy** (accessible here: “www.reel-pay.com/ReelPay_PrivacyPolicy.pdf”) (collectively the “**Agreement**”). Please read these terms and conditions of use carefully before using the ReelPay App. By accessing or using the ReelPay App on any computer, mobile phone, tablet, console or other device (together “**Devices**” and each a “**Device**”), you confirm that you have read, understood and agreed to be bound by these General Terms and any other applicable law.

If you do not agree to these Terms and Conditions of Use, please do not access or use the ReelPay App or any functionality thereof.

Note 1: This App may only be used by a person who is 18 years old or over. If you are under 18 years old please do not use this App or send us any personal data (e.g.: your name, age, address or email address).

1. ReelPay may change this agreement

ReelPay reserves the right, at its sole discretion, to change, modify, add, or delete portions of this Agreement at any time and without any further notice to you. If we do this, we will post the new, modified version of this Agreement to www.reel-pay.com and you will also be able to see the updated version in the ReelPay App. It is your responsibility to regularly check for changes to this Agreement and to review such changes. Any new features or updated content or applications that we make available as a part of the ReelPay App will be subject to this Agreement. Your use of the ReelPay App after any such changes constitutes your acceptance of the new Agreement. In some cases you may be asked to agree to revised terms when accessing the ReelPay App and if you do not agree to the revised terms you will not be allowed to use the ReelPay App.

2. Agreement effective until terminated

You may terminate this Agreement at any time by uninstalling the ReelPay App. Your rights under this Agreement will terminate automatically without notice from ReelPay, if you fail to comply with any of the terms, conditions, or guidelines of this Agreement. Upon the termination of this Agreement, you shall cease all use of the ReelPay App.

You understand and agree that some of your User Content may continue to appear on or through the ReelPay App or may persist in backup copies for a reasonable period of time even after your account and/or access to the ReelPay App is terminated.

ReelPay will close or deactivate inactive customer accounts and close accounts that are used in violation of these General Terms or the Privacy Policy.

3. Changes to the ReelPay App

The ReelPay App is currently made available to you free of charge only for personal, non-commercial, non-exclusive use. ReelPay reserves the right, in its sole discretion, without notice to you, at any time and from time to time, temporarily or permanently to: (a) modify, suspend, terminate, withdraw, or discontinue all or any part of the ReelPay App without compensation to you, including, but not limited to (i) restricting the time all or any part of the ReelPay App is available, (ii) restricting the amount of permitted use of all or any part of the ReelPay App, and (iii) restricting or terminating any user's right to use all or any part of the ReelPay App; or (b) offer opportunities to some or all users of all or any part of the ReelPay App. You agree that neither ReelPay nor any of our affiliates shall be liable to you or to any third party for any modification, suspension, or discontinuance of all or any part of the ReelPay App, in whole or in part, or of any service, content, or feature offered through the ReelPay App.

4. Ownership of the ReelPay App

The ReelPay App (including, without limitation, any material, software, code, files, content, and images contained in or generated by the ReelPay App, accompanying data, and other embedded software, including third-party software, ReelPay App updates and upgrades, (collectively "**ReelPay Content**")), — whether in read-only memory, on any other media, or in any other form — are owned by ReelPay or its licensors and are protected by applicable law. No title or any intellectual property rights are transferred to you. Third party marks displayed on the ReelPay App are owned by their respective owners.

ReelPay Content is protected by copyright. No ReelPay Content may be copied, reproduced, republished, uploaded, broadcast, posted, transmitted, or distributed except as expressly permitted by this Agreement. Use of ReelPay Content in any way or for any purpose other than as permitted in this Agreement is a violation of ReelPay's or an affiliate's copyrights or other proprietary rights. Permission in writing for all other uses of ReelPay Content must be obtained from ReelPay in advance. All content, graphics, and other intellectual property rights, in each case, whether registered or unregistered, other than the marks of third parties, and related goodwill are the property of ReelPay.

You understand that you have no rights to the ReelPay App, ReelPay Content, ReelPay Marks, or any other ReelPay property except as indicated in this Agreement. ReelPay reserves all other rights with respect to its intellectual property.

5. Limited right to use the ReelPay App

Solely to enable your use of the ReelPay App for non-profit making, non-exclusive purposes, subject to third-party terms (as described below) ReelPay hereby grants you a limited, revocable, non-sub-licensable licence to use the ReelPay App as provided in this Agreement. This licence entitles you to install the ReelPay App on your Device and to use the ReelPay App subject to this Agreement. Further, this Agreement does not grant you any rights to use ReelPay's proprietary interfaces and other intellectual property in the design, development, manufacture, licensing, or distribution of third-party devices and accessories for use with the ReelPay App. Any use of the ReelPay App in any manner not allowed under this Agreement, including, without limitation, resale, transfer, modification, or distribution of the ReelPay App or copying or distribution of text, pictures, music, video, data, hyperlinks,

displays, and other content provided by the ReelPay App is prohibited.

6. ReelPay may collect information about you when you use the ReelPay App

While using the ReelPay App, ReelPay may record information including, but not limited to, your geographic location, Device address, type of Device, your Device's unique ID, the IP address session start and stop times, network status and information about the way you use the ReelPay App ("**Device Information**"). Your use of the ReelPay App constitutes your consent to allow ReelPay to process and record your Device Information.

7. Deposits

a) You may only transfer funds to a gaming or amusement machine with the amount of cleared funds held in your account. Accordingly, if you want to transfer funds to a gaming or amusement machine, you must deposit monies into your account.

b) By depositing funds into your account, you direct us and we agree to hold them, for the sole and specific purpose of using them (i) to make transfers to gaming or amusement machines (ii) settling any fees or charges that you might incur in connection with the use of our services (Purpose). We shall be entitled to suspend or close your account if we reasonably consider or have reason to believe that you are depositing funds without any intention to transfer them to a gaming or amusement machine. In such circumstances we may also report this to relevant authorities.

c) For payment methods that require a specific account holder, you should only deposit funds into your ReelPay account from a source where you are the named account holder. In such cases where ReelPay identify that the named account holder differs from that which ReelPay hold, we reserve the right to treat any deposits into the account as being invalid.

d) All funds that we hold for you are held in a separate designated customer bank account. These funds are not protected in the event of insolvency. This meets the Gambling Commission's requirement for the segregation of customer funds at the level: basic segregation: <http://www.gamblingcommission.gov.uk/for-the-public/Your-rights/Protection-of-customer-funds.aspx>

e) You agree that we shall be entitled to retain any interest which might accrue on monies held in your ReelPay account.

f) No credit will be offered by any employee of ReelPay, and transfers must be supported by sufficient funds in the customer account. ReelPay reserves the right to void any transfer which may have inadvertently been accepted when the account did not have sufficient funds to cover the transfer. Should funds be credited to a customer's account in error it is the customer's responsibility to inform ReelPay without delay. ReelPay will recover such funds by account adjustment.

g) Unless otherwise stated, all examples given on the Website and/or mobile application are given in Pounds Sterling.

e) ReelPay does not charge for deposits made by Debit Card, however please be aware that some card issuers consider such transactions as 'cash' payments and therefore may charge you a cash advance fee. Please check with your card issuer for further details.

f) Where possible, all refunds will be processed to the payment account from which the deposits were made. Refund payments can only be made in the name of and to the registered account holder.

g) If we incur any charge-backs, reversals or other charges in respect of your account, we reserve the right to charge you for the relevant amounts incurred.

h) We may, at any time, set off any positive balance on your account against any amounts owed by you to ReelPay.

8. ReelPay App rules

a) User accounts:

In order to use certain features of the ReelPay App, you must register by providing ReelPay with certain User Content, as requested by ReelPay, including your name, email address, and a password. ReelPay reserves the right to refuse registration or cancel a user name or an account, in its sole discretion. You agree as follows:

1. I am aged 18 years or over.
2. I will create only one account for my own use.
3. I will provide accurate, truthful, current, and complete information when creating my account.
4. I will not create an account for anyone other than myself without permission.
5. I will maintain and promptly update my account information when any of my account information changes.
6. I will maintain the security of my account by not sharing my account information with any other person and by using the available mobile device security features.
7. I will protect the confidentiality of my password.
8. I will not share my password or let anyone else access my account.
9. I will not use another person's account without permission.
10. I will not solicit account information from other users or access another user's account.
11. I will not sell, or transfer my account to any other person, and any such purported transfer shall be null and void.
12. I will take responsibility for all activities that occur on my account and for all User Content (defined below) (including, for example, photos, text, information, ratings, reviews, and links) posted using my account.
13. I will immediately notify ReelPay in writing of any unauthorized use of my account of which I become aware.
14. I will contact my payment card company immediately if any unauthorized payments are made using the ReelPay App.
15. I understand that although ReelPay will not be liable for any losses caused by any unauthorized use of my account, I may be liable for the losses of ReelPay or others due to the unauthorized access and use of my account.
16. I understand that ReelPay may disable, suspend, or terminate my use of the ReelPay App at any time in its sole discretion and without any notice to me.

17. I understand that any violation of this Agreement may result in the termination of my use of the ReelPay App.

b) Safe use of the ReelPay App

You agree as follows:

1. I agree not to post or submit any content or link to a website which is illegal, fraudulent, deceptive, misleading, libellous, infringing, harassing, hateful, threatening, abusive, pornographic, and offensive in a sexual, racial, cultural or ethnic consent or is otherwise objectionable.
2. I will not harass, bully, abuse, threaten, or intimidate any other ReelPay App users.
3. I will not use the ReelPay App to harm minors in any way or to encourage interactions with minors of a sexual nature.
4. I will not use the ReelPay App to send unauthorized or unwanted communications to any other person (i.e. I will not “spam” other people).
5. I will follow the ReelPay App safety guidance provided within the app and on site signage. I will only use the app inside my vehicle parked at the pump or within the shop building, and will not use my phone whilst dispensing fuel or walking on the forecourt, which could cause distraction.
6. I will not participate in any action that, in ReelPay’s sole opinion, results or may result in any authorized user of the ReelPay App being scammed or defrauded in any way in connection with such user’s use of the ReelPay App.
7. I will not use the ReelPay App to transmit viruses, worms, bots, Trojans, or other malicious code.
8. I will not do anything that could overburden, disable, or impair the appearance, functionality, or proper working of the ReelPay App or any software, hardware, equipment, or materials used in connection with the ReelPay App.
9. I will not use or exploit any errors in design, features that have not been documented, or “bugs” to gain access in any way that is not generally known and intentionally made available by ReelPay, and I will promptly report to ReelPay my discovery of any such errors, features, or bugs.
10. I will not hack or spoof the ReelPay App, or modify any other software or website to imply falsely that the other software or website is associated with ReelPay or the ReelPay App.
11. I will not collect user account information or User Content (as defined below), or otherwise access the ReelPay App through an automated means (i.e., through bots, robots, spiders, scrapers, etc.).
12. I will not collect or store personal information about any other individual using the ReelPay App, or otherwise stalk, repeatedly contact, or harass other ReelPay App users.
13. I will not impersonate any other person or misrepresent a relationship with any person or entity, including misrepresenting a relationship with ReelPay.
14. I will not manipulate the ReelPay App so as to hide my identity or my use of the ReelPay App.
15. I will not violate any laws in my use of the ReelPay App, and I will not use the ReelPay App to do anything unlawful, misleading, discriminatory, or malicious.
16. I will not encourage or facilitate any violations of this Agreement.

We reserve the right in our sole discretion to refuse, delete, suspend, or terminate—without notice—your access to or use of the ReelPay App upon a violation or attempted violation of this Agreement, including, without limitation, any of the rules listed above. Indirect or attempted violations of this Agreement, and actual or attempted violations by a third party acting on your behalf, shall be deemed violations by you of this Agreement. Furthermore, it is a violation of this Agreement to use the services of another company for the purpose of facilitating any of the activities that violate this Agreement if such use of

another company's service could reasonably be expected to adversely affect the ReelPay App in any manner.

c) Posting user content

The ReelPay App may allow you to enter, post, submit, or link to certain content (including, for example, text, data, software, photographs, images, graphics, files, videos, audio, sound, music, messages, materials, works of authorship, etc.) and provide certain comments, ratings, and reviews for others to see (collectively “**User Content**”). ReelPay does not claim any ownership rights in any User Content that you enter, post, submit, provide, or link to on or through the ReelPay App. By entering, posting, submitting, providing, or linking to User Content on or through the ReelPay App, however, you grant ReelPay and ReelPay hereby accepts a worldwide, perpetual, irrevocable, non-exclusive, transferrable, sub-licensable, fully-paid up, and royalty free license to use, sell, reproduce, create derivative works from, combine with other works, alter, modify, delete from, add to, translate, distribute copies, display, perform, and publish the User Content and your name in connection with such use of your User Content in any and all media and in any manner, in whole or in part, without any restriction or responsibilities to you. In addition, by entering, posting, submitting, providing, or linking to User Content, you hereby release ReelPay from any claims that such use, as authorized above, violates any rights which you may have under applicable law, and you understand that you will not be entitled to any compensation for any use of your User Content. Further, by entering, posting, submitting, providing, or linking to User Content, you hereby represent, warrant, and agree as follows:

1. I own and control all of the rights to the User Content or otherwise have (a) the legal rights to enter, post, submit, provide, or link to the User Content using the ReelPay App and (b) the right to grant ReelPay the license specified in this Agreement.
2. The User Content that I enter, post, submit, provide, or link to does not, and will not, result in a breach of contract between me and any other person.
3. I will pay all royalties, fees, and any other monies owing to any person due to any of the User Content that I enter, post, submit, provide, or link to using the ReelPay App.
4. None of the User Content is subject to confidentiality obligations.
5. The User Content that I enter, post, submit, provide, or link to does not violate the privacy rights, publicity rights, copyrights, contract rights, intellectual property rights, or any other rights of any person.
6. The User Content is truthful, accurate, not misleading, and offered in good faith.
7. I am solely responsible for all of the User Content that I enter, post, submit, provide, link to, or otherwise make available in any way by or through the ReelPay App.
8. I will not post another person's sensitive identification documents, financial information, or other personal data without that person's permission.
9. I will not enter, post, submit, provide, or link to User Content that is obscene or may be hateful or offensive on racial, ethnic, sexual, or any other grounds, is harmful, vulgar, or distasteful, or is defamatory, libellous, or invades another person's privacy.
10. I will not use ReelPay's intellectual property (including, for example, REELPAY) without ReelPay's permission in writing.
11. I understand that ReelPay can, in its sole discretion, monitor User Content that I and other users enter, post, submit, provide, or link to using the ReelPay App.
12. I understand that ReelPay can, without notice and in its sole discretion, remove any User Content that we believe is obscene, offensive, libellous, defamatory, or violates the law or any of the terms and conditions of this Agreement.

13. I understand that ReelPay reserves the right to force forfeiture the username of any account that becomes inactive or any username that violates the trademark or other intellectual property rights of any other person.
14. I understand that ReelPay can suspend or terminate my use of the ReelPay App if I fail to follow the rules in this Agreement.

d) Mobile device data services

The ReelPay App requires use of the internet through a mobile signal or wireless internet connection to operate correctly, thus the availability of the ReelPay App may be affected by factors beyond ReelPay's control. ReelPay does not accept responsibility for unavailability of the ReelPay App. Further, the terms of your agreement with your respective mobile network provider apply when using the ReelPay App. You may be charged by your mobile provider for access to network connection services for the duration of the connection while accessing the ReelPay App. All such charges are your responsibility.

9. External websites and applications

The ReelPay App may include link(s) to external websites or applications. When you follow such link(s) the external website or application may appear as a full screen (in which case you may need to use the Device button to return to the ReelPay App) or in some cases it may appear within the frame of the ReelPay App (in which case you should be able to return to the ReelPay App by using the navigation buttons within the ReelPay App). These links are provided in order to help you find relevant websites, applications, services and/or products which may be of interest to you. It is your responsibility to decide whether any services and/or products available through any of these websites or applications are suitable for your purposes. ReelPay is not responsible for the content of such third party applications or websites, the owners or operators of these applications or websites or for any goods or services they supply and does not give or enter into any conditions, warranties or other terms or representations in relation to any of these or accept any liability in relation to any of these (including any liability arising out of any claim that the content of any external website or application to which the ReelPay App includes a link infringes the intellectual property rights of any third party).

10. Miscellaneous

a) Special offers, news and information from ReelPay

We may send you, via email, app notification, standard mail, or other forms of digital and non-digital communications, from time to time, special offers, news and information relating to ReelPay generally, the ReelPay App unless you opt-out of receiving such communications when you register to use the ReelPay App or through the account settings within the app.

b) Liability and warranty disclaimer

You expressly acknowledge that use of the ReelPay App and any loss of data or damage to your Device is at your sole risk.

ReelPay hereby disclaims all warranties and conditions, express or implied, with respect to the ReelPay App and your downloading and use of the ReelPay App. ReelPay does not warrant against interference with your enjoyment of the ReelPay App, that the operation of the ReelPay App will be uninterrupted, or error-free, or that any defects in it will be corrected.

To the extent not prohibited by law, in no event shall ReelPay be liable for personal injury, or any incidental, special, indirect, consequential, or punitive damages whatsoever, including, without limitation, damages for loss of profits, loss of data, business interruption, procurement of substitute goods or substitute services, or any other commercial damages or losses, arising out of or related to your use or inability to use the ReelPay App, however caused.

Save in respect of claims for fraudulent misrepresentation and death or personal injury caused by the negligence of ReelPay or an affiliate or their respective employees or contractors, in no event shall ReelPay's total liability to you for all damages (other than as may be required by applicable law) exceed one hundred British pounds (£100).

c) Indemnification

You understand that you are personally responsible for your use of the ReelPay App and for all User Content provided using your account. Accordingly, you agree to indemnify, defend, and hold ReelPay and its affiliates and their officers, directors, employees, and agents harmless from and against any loss, damage, liability, cost, or expense of any kind (including attorneys' fees) that ReelPay may incur in connection with a third-party claim, or otherwise, in relation to your use of the ReelPay App, your User Content or your violation of either this agreement or the rights of any third party.

d) UK use only

[The ReelPay App may only be used by persons who are legally resident in the United Kingdom. Access to or use of the ReelPay App by persons or from countries who are sanctioned by the United States or the European Union is specifically prohibited.]

e) Limitations on use of the ReelPay App

We reserve the right not to accept any use of the ReelPay App or otherwise limit use of the ReelPay App if we reasonably believe that the use is unauthorized, fraudulent, or otherwise unlawful.

f) Data privacy policy

Any information that ReelPay may collect from you during your use of the ReelPay App is subject to our Privacy Policy, which is a part of this Agreement. We encourage you to read and understand our Privacy Policy, which can be accessed here: "www.reel-pay.com/ReelPay_PrivacyPolicy.pdf" and will be updated from time to time and made available in the ReelPay App.

g) Security policy

ReelPay uses commercially reasonable security measures to protect your User Content and your account information and has security measures in place to help protect against the unauthorized access of personally identifiable information under our control. We utilize both online and offline security methods, including firewalls, passwords, and restricted physical access to the places where your information is stored to help protect personally identifiable information.

h) Disputes and governing Law

These General Terms are governed by and to be interpreted in accordance with the laws of England and in the event of any dispute arising in relation to these terms and conditions or any dispute arising in relation to the ReelPay App the courts of England will have non-exclusive jurisdiction over such dispute.

i) Miscellaneous

This Agreement is the entire agreement between you and ReelPay. It supersedes and replaces any and all prior agreements between you and ReelPay relating to your use of the ReelPay App. The failure of ReelPay to exercise or enforce any right of this Agreement shall not operate as a waiver of such right. This Agreement operates to the fullest extent permissible by law. If any provision of this Agreement is found unlawful, void, or unenforceable by a court, that provision is deemed severed from this Agreement and shall not affect the validity and enforceability of any remaining provisions. We can change this Agreement at any time, and your continued use of the ReelPay App after any change we make will mean that you agreed with the changes. Notice to you may be made by displaying notices or links to notices to you generally on the ReelPay App or through email communication to the registered account holder.

j) How to contact us

If you have any questions or concerns about the ReelPay App you may contact us at:

The ReelPay App Team
Innovative PPAS Limited
Innovative Business Park,
Derker Street, Oldham
OL1 4EQ, England
United Kingdom