



## TERMS AND CONDITIONS OF SERVICE

Version 2.0 – April 2019

### OVERVIEW

The [payar.co.uk](http://payar.co.uk) and [toodleglobal.com](http://toodleglobal.com) website and the toodle M-Commerce Application are operated by Payar Limited. Throughout the site and/or the toodle mobile App, the terms “we”, “us” and “our” refer to Payar Limited and the term “site” and “toodle mobile App” respectively refer to the [payar.co.uk](http://payar.co.uk) and [toodleglobal.com](http://toodleglobal.com) websites and the toodle M-Commerce Application.

Payar Limited offers this site and toodle mobile App, including all information, tools and services available from this site and the toodle mobile App to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our site and/or purchasing something from one of our Merchant Partners using the toodle mobile App, you engage in our “Service” and agree to be bound by the following Terms and Conditions of Service (“Terms and Conditions of Service”), including those additional Terms and Conditions of Service and policies referenced herein and/or available by hyperlink.

These Terms and Conditions of Service apply to all users of the site and/or the toodle mobile application, including without limitation users who are browsers, vendors, customers, merchants, and/or contributors of content.

Please read these Terms and Conditions of Service carefully before accessing or using our site and/or the toodle mobile App. By accessing or using any part of the site and/or toodle mobile App, you agree to be bound by these Terms and Conditions of Service. If you do not agree to all the Terms and Conditions of Service of this agreement, then you may not access the site and/or the toodle mobile App nor use any of the services offered. If these Terms and Conditions of Service are considered an offer, acceptance is expressly limited to these Terms and Conditions of Service.

Any new features or tools which are added to the site and/or the toodle mobile App shall also be subject to the Terms and Conditions of Service. You can review the most current version of the Terms

and Conditions of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms and Conditions of Service by posting updates and/or changes to our site and/or the toodle mobile App. It is your responsibility to check this page periodically for changes. Your continued use of or access to the site and/or the toodle mobile App following the posting of any changes constitutes acceptance of those changes.

### SECTION 1 – MOBILE STORE TERMS

By agreeing to these Terms and Conditions of Service, you represent that you are at least the age of majority in your state or province and country of residence, or that you are the age of majority in your state or province and country of residence and you have given us your consent to allow any of your minor dependents to use the site and/or the toodle mobile App.

You may not use products procured from our Merchant Partners through the toodle mobile App for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

You must not transmit any worms or viruses or any code of a destructive nature.

A breach or violation of any of the Terms and Conditions of Service will result in an immediate termination of the Service to you.

### SECTION 2 - GENERAL CONDITIONS

We reserve the right to refuse offering the Service to anyone for any reason at any time.

You understand that your content (not including Payment Card (defined as a Debit or a Credit Card) information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

Payment Card information is always encrypted and/or tokenized during transfer over networks. The site and the toodle mobile App are compliant



with the Payment Card Industry Data Security Standards (PCI-DSS) and the Payment Application Data Security Standards (PA-DSS), as applicable.

Card Data (defined as a cardholder's account number, expiration date and CVV2) is not stored on any of the servers operated by Payar Limited and is instead held in a Payment Card Vault operated by Spreedly, Inc.

Spreedly, Inc. is a PCI Level 1 certified Service provider and is responsible for protecting the security of Card Data in their possession and will maintain commercially reasonable administrative, technical and physical procedures to protect all the personal information regarding toodle mobile App users, Payar Limited and its Affiliates or local Business Partners and Merchant Partners that is stored in the Spreedly, Inc. servers from unauthorized access and accidental loss or modification.

Spreedly, Inc. cannot guarantee that unauthorized third parties will never be able to defeat those measures or use such personal information for improper purposes. You acknowledge that you provide this personal information at your own risk.

For more information about Spreedly, Inc. please visit their website at [www.spreedly.com](http://www.spreedly.com).

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the site and/or the toodle mobile application through which the Service is provided, without express written permission by us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms and Conditions of Service

### **SECTION 3 - ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION**

We are not responsible if information made available on the site and/or the toodle mobile App is not accurate, complete or current. The material on the site and/or the toodle mobile App is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or timelier sources of information. Any reliance on the material on the

site and/or the toodle mobile App is at your own risk.

The site and/or the toodle mobile App may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of the site and/or the toodle mobile App at any time, but we have no obligation to update any information on our site and/or the toodle mobile App. You agree that it is your responsibility to monitor changes to our site and/or the toodle mobile App.

### **SECTION 4 - MODIFICATIONS TO THE SERVICE AND PRICES**

Prices for products sold through the toodle mobile App are subject to change by our Merchant Partners without notice.

We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

### **SECTION 5 - PRODUCTS OR SERVICES**

Certain Merchant Partner's products or services may be available exclusively on the toodle mobile App.

These products or services may have limited quantities and are not subject to return or exchange unless specified differently in our Merchant Partner's Return Policy.

Please consult the Stores & Services section of the site, and/or the Merchant Partner's own website, if available, for more details of the Merchant Partner's Return Policy.

We have made every effort to display as accurately as possible the colours and images of our Merchant Partner's products that appear on the toodle mobile App. We cannot guarantee that your mobile device's display of any colour will be accurate.

Our Merchant Partners reserve the right, but are not obligated, to limit the sales of their products or services to any person, geographic region or jurisdiction. Our Merchant Partners may exercise this right on a case-by-case basis. Our Merchant



Partners reserve the right to limit the quantities of any products or services that they are on offer on the toodle mobile App.

All descriptions of products or product pricing are subject to change at any time without notice, at the sole discretion of our Merchant Partners.

Our Merchant Partners reserve the right to discontinue any product at any time. Any offer for any product or service made on the toodle mobile App is void where prohibited.

Our Merchant Partners do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

If available, our Merchant Partner's own Terms and Conditions will apply to their specific products or services, sold through the toodle mobile App. Those Merchant Partner's own Terms and Conditions, if available and deemed applicable, shall be considered a waiver only of relevant and applicable parts of this section, Section 5, of this agreement and shall not be considered a waiver of prior or subsequent rights and obligations.

#### **SECTION 6 - ACCURACY OF BILLING AND ACCOUNT INFORMATION**

We, or our Merchant Partners, reserve the right to refuse any order you place with on the toodle mobile application. We, or our Merchant Partners, may, in our respective sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we, or our Merchant Partners, make a change to or cancel an order, we, or our Merchant Partners, may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We, and our Merchant Partners, reserve the right to limit or prohibit orders that, in our respective sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete and accurate purchase and account information for all purchases made on the toodle mobile App. You agree to promptly update your account and other

information, including your email address and credit card numbers and expiration dates, so that we, and our Merchant Partners, can endeavour to complete your transactions and contact you as needed.

#### **SECTION 7 - OPTIONAL TOOLS**

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.

You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the site and/or the toodle mobile App is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the site and/or the toodle mobile App (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms and Conditions of Service.

#### **SECTION 8 - THIRD-PARTY LINKS**

Certain content, products and services available via our Service may include materials from third-parties.

Third-party links on the site and/or the toodle mobile application may direct you to third-party websites or mobile applications that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites or mobile applications, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites or mobile applications. Please review carefully the third-party's policies and practices and make sure



you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

#### **SECTION 9 - USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS**

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libellous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms and Conditions of Service.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libellous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website or mobile application. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

#### **SECTION 10 - PERSONAL INFORMATION**

Your submission of personal information through the site and/or the toodle mobile App is governed by our Privacy Policy.

#### **SECTION 11 - ERRORS, INACCURACIES AND OMISSIONS**

Occasionally there may be information on our site, the toodle mobile App or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website or mobile application is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website or mobile application, should be taken to indicate that all information in the Service or on any related website or mobile application has been modified or updated.

#### **SECTION 12 - PROHIBITED USES**

In addition to other prohibitions as set forth in the Terms and Conditions of Service, you are prohibited from using the site and/or the toodle mobile App or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website or mobile application, other websites or mobile applications, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website or mobile application, other websites or mobile applications, or the Internet in general. We reserve the right to terminate your use of the Service or any related



website or mobile application for violating any of the prohibited uses.

### **SECTION 13 - DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY**

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be obtained from the use of the Service will be accurate or reliable.

You agree that from time to time we may remove the Service for indefinite periods of time or cancel the Service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the Service is at your sole risk. The Service and all products and services delivered to you through the Service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall Payar Limited, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers, merchant and business partners, affiliates or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

### **SECTION 14 - INDEMNIFICATION**

You agree to indemnify, defend and hold harmless Payar Limited and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms and Conditions of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

### **SECTION 15 - SEVERABILITY**

In the event that any provision of these Terms and Conditions of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms and Conditions of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

### **SECTION 16 - TERMINATION**

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms and Conditions of Service are effective unless and until terminated by either you or us. You may terminate these Terms and Conditions of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site and/or the toodle mobile App.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms and Conditions of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

### **SECTION 17 - ENTIRE AGREEMENT**

The failure of us to exercise or enforce any right or provision of these Terms and Conditions of Service shall not constitute a waiver of such right or provision.

These Terms and Conditions of Service and any policies or operating rules posted by us on this site



and/or the toodle mobile App or in respect to the Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms and Conditions of Service).

Any ambiguities in the interpretation of these Terms and Conditions of Service shall not be construed against the drafting party.

#### **SECTION 18 - GOVERNING LAW**

These Terms and Conditions of Service and any separate agreements whereby we provide you Services shall be governed by the law of England and Wales, and is subject to the non-exclusive jurisdiction of the courts of England and Wales.

#### **SECTION 19 - CHANGES TO TERMS AND CONDITIONS OF SERVICE**

You can review the most current version of the Terms and Conditions of Service at any time at this page.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms and Conditions of Service by posting updates and changes to the site and/or the toodle mobile App. It is your responsibility to check the site and/or the toodle mobile App periodically for changes. Your continued use of or access to the site and/or the toodle mobile App or the Service following the posting of any changes to these Terms and Conditions of Service constitutes acceptance of those changes.

#### **SECTION 20 - CONTACT INFORMATION**

Questions about the Terms and Conditions of Service should be addressed to:

The Directors  
Payar Limited  
4th Floor Imperial House  
15 Kingsway  
London  
United Kingdom  
WC2B 6UN