



Website and Mobile Application

Terms of use

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1. Who we are and how to contact us

Shieldpay.com is a site operated by Shieldpay Ltd ("We"). We are registered in England and Wales under company number 10061792.

For details about our regulatory registration please visit the regulatory notices section of our website under Legal.

To contact us, please email support@shieldpay.com or for more information access our Support section on www.shieldpay.com

2. By using our Site you accept these terms

By using our site or mobile application (**Site**), you confirm that you accept these terms of use, our other legal agreements made available on our website and you agree to comply with them.

If you do not agree to our terms, you must not use our Site.

3. Shieldpay App and API

We license the use of the Shieldpay App to you on the basis of this and all other Agreements that govern the use of the Site and our services, in addition to any rules and policies applied by any appstore provider or operator whose sites are located at App Store. We do not sell the App to you. We remain the owners of the App at all times.

From time to time updates to the App may be issued through App Store to improve performance, enhance functionality, reflect changes to the operating system, address security issues or comply with our regulatory obligations. Depending on the update, you may not be able to use our services via the App until you have downloaded the latest version of the App and accepted any new terms.

If you download 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.

In consideration of you agreeing to abide by these terms and any additional terms that govern the use of the Site, and our services, we grant you a non-transferable, non-exclusive licence to use the App on your device.

The use of our API is subject to a separate agreement. For more information or if you

experience any issues with the App or you think it is faulty or mis-described please contact us at support@shieldpay.com

We reserve all other rights.

4. There are other terms that may apply to you

These terms of use refer to the following additional terms, which also apply to your use of our Site:

- Our Privacy Notice, which sets out how we use, collect, process and store information about you and your use of our Site;
- Our Acceptable Use Policy, which sets out the permitted uses and prohibited uses of our Site. When using our Site, you must comply with this Acceptable Use Policy;
- Our Cookie Policy, which sets out information about the cookies on our Site.

If you use the services on our Site, our Customer Agreement for Payment Account and Payment Services and Supplemental Escrow Terms as outlined in the Legal section of shieldpay.com will apply.

5. We may make changes to these terms

We amend these terms from time to time. Every time you wish to use our Site, please check these terms to ensure you understand the terms that apply at that time.

6. We may make changes to our Site

We may update and change our Site from time to time to reflect changes to our products, our users' needs and our business priorities. We will try to give you reasonable notice of any major changes.

7. We may suspend or withdraw our Site

Our Site is made available free of charge.

We do not guarantee that our Site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our Site for business and operational reasons. We will try to give you reasonable notice of any

suspension or withdrawal.

You are also responsible for ensuring that all persons who access our Site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

Our Site is only for users in which we are able to offer and/or provide our services. We do not represent that content available on or through our Site is appropriate for use or available in other locations where we are not able to offer and/or provide our services.

8. You must keep your account details safe

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at support@shieldpay.com.

9. How you may use material on our Site

We are the owner or the licensee of all intellectual property rights in our Site, and in the material published on it. Those works are protected by copyright, trademark and patent laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our Site for your personal use and you may draw the attention of others within your organisation to content posted on our Site.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our Site must always be acknowledged.

You must not use any part of the content on our Site for commercial purposes without

obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our Site in breach of these terms of use, your right to use our Site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

10. Do not rely on information on our Site

The content on our Site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our Site.

Although we make reasonable efforts to update the information on our Site, we make no representations, warranties or guarantees, whether express or implied, that the content on our Site is accurate, complete or up to date.

11. We are not responsible for websites we link to

Where our Site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those sites or resources.

12. User-generated content is not approved by us

This website may include information and materials uploaded by other users of the Site, including to bulletin boards, blogs and chat rooms. This information and these materials have not been verified or approved by us. The views expressed by other users on our Site do not represent our views or values.

If you wish to complain about information and materials uploaded by other users please contact us on support@shieldpay.com

13. When we are responsible for loss or damage suffered by you

Whether you are a consumer or a business user:

- 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 and for fraud or fraudulent misrepresentation.
- Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any services to you, which will be set out in our Customer Agreement for Payment Account and Payment Services and Supplemental Escrow Terms.

If you are a business user:

- We exclude all implied conditions, warranties, representations or other terms that may apply to our Site or any content on it.
- We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
 - use of, or inability to use, our Site; or
 - use of or reliance on any content displayed on our Site.
- In particular, we will not be liable for:
 - loss of profits, sales, business, or revenue;
 - business interruption;
 - loss of anticipated savings;
 - loss of business opportunity, goodwill or reputation; or
 - any indirect or consequential loss or damage.

If you are a consumer user:

- Please note that we only provide our Site for domestic and private use. You agree not to use our Site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- If defective digital content that we have supplied, damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will repair the damage.

14. Rules about uploading content to our Site

Whenever you make use of a feature that allows you to upload content to our Site, or to make contact with other users of our Site, you must comply with the content standards set out in our Acceptable Use Policy.

You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

Any content you upload to our Site will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us and other users of our Site a licence to use, store and copy that content and to distribute and make it available to third parties.

We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our Site constitutes a violation of their intellectual property rights, or of their right to privacy.

We have the right to remove any posting you make on our Site if, in our opinion, your post does not comply with the content standards set out in our Acceptable Use Policy.

You are solely responsible for securing and backing up your content.

15. We are not responsible for viruses and you must not introduce them

We do not guarantee that our Site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access our Site. You should use your own virus protection software.

You must not misuse our Site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Site, the server on which our Site is stored or any server, computer or database connected to our Site. You must not attack our Site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the applicable law. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Site will cease immediately.

16. Rules about linking to our Site

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our Site in any website that is not owned by you.

Our Site must not be framed on any other site, nor may you create a link to any part of our Site other than the home page.

We reserve the right to withdraw linking permission without notice.

The website in which you are linking must comply in all respects with the content standards set out in our Acceptable Use Policy.

If you wish to link to or make any use of content on our Site other than that set out above, please contact support@shieldpay.com.

17. Which country's laws apply to any disputes?

If you are a consumer, please note that these terms of use, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction.

If you are a business, these terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

18. Our trademarks are registered

Shieldpay is a registered trade mark of Shieldpay Ltd in the UK, Europe and the United States of America. You are not permitted to use them without our approval, unless they are part of material you are using as permitted under **How you may use material on our Site**, above.