

Full name: Terms and Conditions of supply of services.

This document (together with our *Privacy Policy* (www.practicallaw.com/2-201-7192), tells you information about us and the legal terms and conditions (**Terms**) on which we sell any of the services (**Services**) listed on our website & app (**Platform**) to you.

These Terms will apply to any contract between us for the sale of Products to you (**Contract**). Please read these Terms carefully and make sure that you understand them, before ordering any Products from our site. Please note that before placing an order you will be asked to agree to these Terms. If you refuse to accept these Terms, you will not be able to order any Products from our site.

We amend these Terms from time to time as set out in **Clause 8**. Every time you wish to use our services, please check these Terms to ensure you understand the terms which will apply at that time. These Terms, and any Contract between us, are only in the English language.

These Terms & Conditions are organized as follows:

1. Information About Us
2. Our Services
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4. Use of the Application
5. If you are a Consumer
6. If you are a Business (Client)
7. How the Contract is formed between you and us
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1. INFORMATION ABOUT US

- 1.1 We operate the website [DOMAIN ADDRESS]. We are **Z Industries Ltd**, a company registered in England and Wales under company number **11894672** and with our registered office at **1074 London Road, Derby, Alvaston, DE24 8QA**. Our main trading address is [TRADING ADDRESS]. Our VAT number is [VAT NUMBER].

2. OUR SERVICES

- 2.1 This website is the counterpart of the Logoe Platform, the other counterpart being the App. This platform is a Coupon Distribution Network through which certain Businesses (a) distribute Digital Coupons, (b) Vouchers, (c) Promotional Codes, (d) Offers, (e) Loyalty Points, (f) Card-Linked Discounts/Offer or (g) any such incentives that lean in favour of the customers, such as free samples. The collective (a) - (g) will be referred to as Promotions / Promotional Campaign.

(i)

3. USE OF THE SITE

- 3.1 The website serves as the primary portal for Business (clients). The Consumer may also have access to their profile through this portal.
- 3.2 The following conditions are under effect and or binding where an organisation or consumer chooses to participate in the Network of the Logoe Platform through the website:
- (a) You are legally able to create a binding legal obligation;
 - (b) You are not restricted from offering products or services under applicable law;
 - (c) All information that you provide to the Logoe Platform is accurate, up-to-date and complete;
 - (d) Z Industries LTD reserves the right to prompt you to update the information provided periodically, on the Logoe Platform.
 - (e) Any promotion provider will only do so for a product or service to which they own the trademark or are a subsidiary, franchise, partner or hold a relationship recognised by law that allows for promotion of the subject product or service.
 - (f) Any provider of information or promotion held to have done so in bad faith, the definition of which is the diminishing of the value and experience of the Network at large, Z Industries LTD reserves the right to revoke access to that provider to the Logoe Platform.

4. USE OF THE APPLICATION (APP)

- 4.1 The App serves as the primary portal for Consumers (users). The Business (clients) may not have access to this side of the Platform.
- 4.2 The following conditions are under effect and or binding where a Consumer (user) chooses to participate in the Network of the Logoe Platform through the App:
- (a) You are legally able to create a binding legal obligation;

- (b) All the information you provide will pertain only to you and not a third party user(s)
- (c) All information that you provide to the Logoe Platform is accurate, up-to-date and complete;
- (d) Z Industries LTD reserves the right to prompt you to update the information provided periodically on the Logoe Platform.
- (e) The Logoe Platform cannot be held responsible for a varied experience or value received by the User(s) from the Network, due to the information or lack thereof from the User(s).

5. IF YOU ARE A CONSUMER (USER)

This clause 5 only applies if you are a consumer.

- 5.1 If you are a consumer, you may only have access to the Network to the extent that the law allows you to partake in common consumer commercial activities. ***
- 5.2 The Loge Platform is not responsible for any legal age restriction tied to any product or service promoted on the Network.
- 5.3 The consumer is advised to synchronise their Online Payment System to the app as soon as possible, or they will be unable to access a majority of the available promotions.
- 5.4 Certain promotions on the Network pertain to Services & Products that can only be purchased if you satisfy the legal age requirement for that product. We are not allowed by law to supply these Products to you if you do not satisfy these age requirements. If you are underage, please do not attempt to purchase these Products where you have gained the promotion through access to the network.
- 5.5 These Terms and any document expressly referred to in them **OR** our *Privacy Policy* (www.practicallaw.com/2-201-7192), constitutes the entire agreement between you and us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.

6. IF YOU ARE A BUSINESS (CLIENT)

This clause 6 only applies if you are a business.

- 6.1 If you are not a consumer, you confirm that you are a Business (client).
- 6.2 The term Businesses includes but is not restricted to Sellers, Merchants, Brands, Retailers or any organisation that renders goods or service for a price that is also the issuer of an offer.
- 6.3 The term Trademark includes logos, brands, or any associated articles such as billboards or posters that contain or pertain to the trademark or are Trademarkable.
- 6.4 You confirm that you have authority to carry on commercial activity with regards to the product or services that you provide promotions for.

- 6.5 Z Industries LTD reserves the right to refuse your Business access to the Logoe Platform, if evidence given to show affiliation with a trademark is found insufficient.
- 6.6 Where a Business is part of a Group or Partnership affiliated with the same Trademark, the Business cannot bind any other business on whose behalf they use the Logoe Platform. Only a Parent Company or the Head Entity of a group can attempt to bind other Businesses of the same group to a trademark, with the approval of the Logoe Platform.
- 6.7 Where a Business' affiliation to a trademark has been approved, the Business must register a Debit / Credit Card or online Payment System.
- 6.8 On corroboration of Coupon Redemption, a transfer will be made from the Business' bank account. The Business is responsible for ensuring that funds are available at all times.
- 6.9 We reserve the right to discontinue all active promotions immediately, upon failure of transfer due to any issues with the Business' bank account.
- 6.10 These Terms and any [document expressly referred to in them **OR** our *Privacy Policy* (www.practicallaw.com/2-201-7192), constitutes the entire agreement between you and us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.
- 6.11 You acknowledge that in entering into this Contract you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms or any document expressly referred to in them or our *Privacy Policy* (www.practicallaw.com/2-201-7192).
- 6.12 Any violation of these Terms of Use, including, without limitation, failure to maintain updated and correct information about the account (e.g., valid credit card information) will cause your account to fall out of good standing and we may cancel your account at our sole discretion.

7. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

- 7.1 Where a consumer is concerned, the app allows you to scan and receive free coupons and discounts. Yet because they are free, these coupons have been designated a status of Basic.
- 7.2 Basic Coupons are available to all users and are restricted in value.
- 7.3 The Premium Coupons are higher in status and value.
- 7.4 Access to premium coupons is allocated based on best fit and Ideal Customer Profile (ICP).
- 7.5 Hence in order to gain the full benefits of the Network, the consumer will need to allow the Loge Platform to track their phone and also answer periodic questionnaires

in order to build your profile and increase your access to premium coupons that you will value more.

- 7.6 After you access a coupon, it will be saved in your Coupon Wallet.
- 7.7 We do not guarantee the discount or the conditions under which the promotion will apply. Our role is solely that of a Coupon Distributor and not the provider or manufacturer.
- 7.8 In carrying out the duties of our role and upholding the quality of coupon traffic on the Network, we reserve the right to discontinue the Coupon even after they have been stored in your coupon wallet. The reasons for discontinuation may include but are not limited to, if the provider fails to pay for our services, the provider discontinues their promotion prematurely, or an error with the coupon has been brought to our attention.
- 7.9 Hence the consumer is advised to use the coupon as soon as possible once it is accessed and stored in their Coupon Wallet. The Coupon Wallet has a number of slots, with more available based on allowing tracking and consumer participation in our periodic surveys.
- 7.10 Where a consumer has accessed a coupon and is unable to gain the benefits of the aforementioned coupon, despite the fact that the promotion is still live on the platform, the consumer may only alert the Logoe Platform in as far as to report the error.
- 7.11 We will only acknowledge receipt of the report via our in-app reporting function or consumer email. We will confirm your report by sending you an e-mail and another when the issue has been resolved pending notice of all parties affected [that confirms our solution to the issue] (**Quality Update**). The Contract between us only extends as far as remedying the quality of promotions on the Network, and informs you of the aforementioned quality where you have been exposed to the error.

8. OUR RIGHT TO VARY THESE TERMS

- 8.1 We amend these Terms from time to time. Please look at the top of this page to see when these Terms were last updated and which Terms were changed.
- 8.2 Every time you access a coupon or launch a promotion on the Logoe Platform, the Terms in force at the time of your order will apply to the Contract between your firm by virtue of you as a representative and us.
- 8.3 We may revise these Terms as they apply to your order from time to time to reflect the following circumstances:
 - (a) changes in relevant laws and regulatory requirements[; and **OR** .]
 - (b) [[OTHER CIRCUMSTANCE].]
- 8.4 Revision of these Terms where a Business is concerned is subject to notice at a period of time that the Logoe Platform deems necessary. If we have to revise these Terms as they apply to your promotions, we will contact you to give you reasonable advance notice of the changes and let you know how to discontinue a promotion or your

contract with us if you are not happy with the changes, where you are a firm. If you opt to discontinue a promotion or your contract with us outright, you will have to ensure your firm has paid the minimum charge per tranche per promotion.

- 8.5 Where the consumer is concerned, we reserve the right to discontinue or modify any part of these Terms & Conditions. If you do not agree to the changes, you may delete your user profile, and should not use any further services or promotions under your profile.
- 8.6 A separate request to delete user profile information and all accompanying data must be made to the Logoe Platform, with adequate identification of the requesting consumer- 'Full Name and Email'.

9. BUSINESS (CLIENT) CONTENT

- 9.1 The Logoe Platform is a repository of images, logos, brands, insignias and associated articles such as billboards and posters. The site may provide registered Businesses the opportunity to claim trademarks or associated articles, provided that sufficient evidence of ownership of the aforementioned trademark is presented.
- 9.2 Where the amount of trademarks in our repository is limited, the Business may add to the repository to further Campaigns, provided that the associated article falls under the ambit of their trademark(s).
- 9.3 The Logoe Platform is a repository for specific purposes, hence Z Industries LTD disclaims all liabilities and warranties that may arise due to a misrepresented Trademark. The disclaimer extends to where images, logos, brands, insignias and associated articles in affiliation or in relation to a Trademark, claimed or unclaimed, are misrepresented or incorrect.
- 9.4 Z Industries LTD reserves the right to discontinue any active Campaigns immediately, upon the reasonably confusing affiliation or the existence of no affiliation at all to the allocated trademark of the Client, being brought to our attention.
- 9.5 Where the associated articles are or can be construed to be due to a collaboration with a separate trademark holder, who may or may not be part of the Network, we reserve the right to refuse the article upload, when it is brought to our attention. Evidence of the collaboration must be delivered and include the agreed upon period that the collaboration is meant to last.
- 9.6 The video content or advertisement of the trademark holder, is assumed to be an associated article of the trademark holder. Although the video content / advertisement will not be subject to Logoe Platform scrutiny before Campaigns go live.
- 9.7 Where there is a breach of Intellectual Property Rights brought to our attention by a third party, the Logoe Platform will immediately expunge the trademark and all associated articles. In this case, the third party has to be the contesting trademark holder of the trademark in question.

- 9.8 The trademark and all associated articles will only be returned with adequate evidence that there has been a legal agreement or ruling on the matter between both alleged trademark holders.
- 9.9 The Logoe Platform assumes no liability for any misappropriation of Intellectual Property, which can only arise due to misrepresentation or deception on the part of the alleged party, resulting in their wrongful identification as the trademark holder.
- 9.10 Z Industries LTD does not endorse or claim responsibility for the nature of the video content or advertisements used by trademark holders in their motion to further their promotional campaign on the Network.
- 9.11 Z Industries LTD reserves the right to discontinue any active campaigns immediately, upon the questionable nature of the video content or advertisement harnessed to the promotion, being brought to our attention. In this case questionable nature includes but is not limited to unlawful, abusive, harmful, harassing, hateful, racist, infringing, tortious, obscene, pornographic, violent, defamatory, libellous, in breach of privacy, or violative of any third party or rights of.
- 9.12 Yet Z Industries LTD will deem video content or advertisement that meet the public standard for media, such as television and internet advertisements in that locus, to be applicable on the Logoe Platform.
- 9.13 Z Industries LTD reserves the right to discontinue any active Campaigns immediately, where any reasons mentioned in Section 9 should arise, whether due to the error or deliberate efforts of a Client.
- 9.14 Where the Campaign is deactivated, for any reason tantamount to regulation infringements the tallied charge of any affiliated Promotion will still apply.

10. SERVICE CHARGES AND ASSOCIATED PRICES

- 10.1 The Logoe platform is free to join for both Consumers and Businesses.
- 10.2 Hence Z Industries LTD is not responsible for any prices of the Products or Services quoted at the time of purchase, whether or not it is quoted subject to the implied amount of the promotion applied. We employ reasonable efforts to ensure that the promotions available are only active when they apply to Products or Services at the correct period and region. However please see *clause 7.11* for what happens if we discover an error in the quality of promotions(s) consumers have accessed.
- 10.3 The consumer must with reasonable conduct, use the accessed promotions. This means following the instructions of the promotion as regards, stipulated time of offer, with participating retailers only, in the regions within which the promotion applies and all other conditions
- 10.4 Prices for Products may change from time to time, but changes should not affect the discount rate of the accessed promotion. Yet where a Business finds their product(s) pricing has changed due theirs or the intervention of a third party, Z Industries LTD assumes no responsibility or liability. When the issue is brought to our attention, the

Logoe Platform will not act beyond remedying the quality of promotions on the Network.

- 10.5 In this case, a third party intervention includes but is not limited to; different pricing due to different retailers or resellers, different consumer goods taxing practices, inflation, different currencies and or change in currency rates.
- 10.6 The price of a Product does not include Delivery Charges.
- 10.7 Where a promotion applies to a service that is pertinent to the access of a further service or product, for example Deliver Charges, or any associated charges or services, the Network does not assume responsibility for access to service. The promotion provider must also be the organisation that provides the further service / product.
- 10.8 Where a promotion applies in tandem to another or a secondary promotion, access to the promotion is not guaranteed to be offered through the Network or guaranteed by Z Industries LTD.
- 10.9 The Logoe Platform contains a large number of Promotions. It is always possible that, despite our reasonable efforts, some of the promotions on the Platform may be harnessed to products or services that may be subject to price distortion. We will normally authenticate the parameters of the promotions as part of our dispatch procedures so that:
 - (a) Where this occurs and the consumer gets access to a promotion of this nature and uses it, it is imperative that we are informed of this error as timely as possible. The consumer contact email can be found at *Clause 14.2*,
 - (b) The complaint must include the name of the promotion, the name of the promotion provider / business, date accessed, the nature of promotion distortion with ascribed product or service.
 - (c) Any further information is acceptable, yet failure to denote the four points above will lengthen the period of investigation or invalidate the complaint.
 - (d) After receiving a valid complaint, please allow for a 48 hr period for a solution to be rendered, this can be found at *Clause 7.11*
 - (e) A report on the rendered solution will be sent back to the complainant via the mode of which the complaint was made.
 - (f) A complaint cannot be made prior to the use or redemption of a promotion.
 - (g) A complaint cannot be made based on the experience of another user.

11. HOW TO PAY

- 11.1 The service charge applied to both Consumers and Business, is entirely dependent on the level of services.
- 11.2 Consumers do not pay for the app for the time being. Yet there are some limitations put on the Coupon Wallet.
- 11.3 The Coupon Wallet is the interface which accessed Promotions that have yet to be used by the consumer, are stored. It is a capped service with one slot afforded per brand, to the consumer.

- 11.4 Deletion of Promotions from the Coupon Wallet is not an option. Coupon Wallet slots will automatically be vacated when the occupying Promotion times out or it has been redeemed.
- 11.5 Businesses pay for services rendered, of which there are two kinds; Promotion Redemption and Subscription services.
- 11.6 On confirmation of Promotion Redemption an invoice will be produced and sent to the client.
- 11.7 Hence for access to our most basic services, e-payment providers such as Paypal will be required.
- 11.8 The Promotions Redemption fund transfers will be made in tranches of \$600.
- 11.9 The minimum transfer is \$600 per promotion line, so the minimum expected benefit available to the consumers at any time will be \$1200. Hence minimum tranche per promotion is \$600.
- 11.10 When a promotion is taken off line before the minimum expected benefit of \$1200 is dispensed to the consumer or the prior intended minimum benefit was below \$1200, a transfer of \$600 will be triggered.
- 11.11 Subscription services are defined by any other services beyond the Entry Level of Basic Promotions distribution and the basic promotion data and statistics that the Logoe Platform offers. These services include but are not limited to; subscription charges subject to the price package at any given period of a contract, the distribution of more basic and premium promotions, advertisement services, premium promotions data plus statistics, consumer data services and any live services.
- 11.12 Invoices for charge of redemptions are sent and due 24 hours after the last redemption in a tranche of Promotions, i.e. the minimum being the 600th.

12. PROVIDER GUARANTEES

- 12.1 All of the Promotions we distribute come with a provider's guarantee. For details of the applicable terms and conditions, please refer to the provider directly.

13. COMMUNICATIONS BETWEEN US

- 13.1 When we refer, in these Terms, to "in writing", this will include e-mail.
- 13.2 **If you are a consumer** you may contact us as described at - "consumerlogoe@gmail.com" / in-app (with tracking enabled).
- 13.3 **If you are a business:**

- (a) Any notice or other communication given by you to us, or by us to you, under or in connection with the Contract shall be in writing and shall be delivered personally by e-mail.
- (b) A notice or other communication shall be deemed to have been received: on the [second] Business Day after posting or if sent by e-mail, one Business Day after transmission.
- (c) In proving the service of any notice, it will be sufficient to prove, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.
- (d) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

14. OTHER IMPORTANT TERMS

- 14.1 We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under these Terms. [We will always notify you [in writing or] by posting on this webpage if this happens.]
- 14.2 You may only transfer your rights or your obligations under these Terms to another entity if we agree in writing.
- 14.3 This Contract is between you and us. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise. However, if you are a consumer, the recipient of your gift of a Product will have the benefit of our warranty at *clause 16*, but we and you will not need their consent to cancel or make any changes to these Terms.
- 14.4 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 14.5 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 14.6 **If you are a consumer**, please note that these Terms are governed by English law. This means a Contract for the purchase of Products through our site and any dispute or claim arising out of or in connection with it will be governed by English law. You and we both agree that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.
- 14.7 **If you are a business**, a Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

- 14.8 **If you are a business**, we both irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with a Contract or its subject matter or formation (including non-contractual disputes or claims).

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