

CIVIC DOLLARS – TERMS AND CONDITIONS FOR USERS



Who We Are and Contacting Us

The website <https://www.cividdollars.com/> (the **website**) and the Civic Dollars mobile app (the **app**) (the app and the website together the **platform**) are operated by Moai Digital Limited, trading as Civic Dollars (**we, us or our**). We are registered in Northern Ireland under company NI658148, and our registered office address is at 112a Innishrush Road, Portglenone, Ballymena, Antrim, United Kingdom, BT44 8LG. To contact us, please email support@cividdollars.com

Civic Dollars® and the C/D or Civic Dollars logo™ are our registered trademarks and intellectual property. You are not permitted to use them without our approval.

Operating System Requirements – the Website: To access and use the website (where it is becomes accessible to users) you will require a functioning hardware system and software facilitating your access to a modern internet browser, namely, Google Chrome, Mozilla Firefox, Safari or Microsoft Edge or Internet Explorer in the latest versions, and internet access.

Operating System Requirements – the App: To access and use the app you will require a modern Apple or Android device capable of running applications, access to the Apple or Android application store and internet access.

Applicability and Acceptance of these Terms

These terms of use (**terms**) set out the basis on which any customer or user who (**you, your or a user**, as the context requires) may access and use our platform to perform activities which generate civic dollars (the digital currency generated and traded via our platform) (**Civic Dollars**) and use civic dollars to avail yourself of unique discounts, incentives or rewards (**offers**) from the product or service providers featured on our platform (**service providers**). We recommend that you print a copy of these terms for future reference.

Service providers who have approved accounts with us are permitted to use our platform subject to separate terms of use for service providers <https://www.cividdollars.com/assets/files/terms-and-conditions.pdf>, and the terms of our associated privacy policy (**Privacy Policy**) <https://www.cividdollars.com/assets/files/privacy-policy.pdf>

By using our platform, you confirm that you accept these terms and our Privacy Policy and that you agree to comply with them. If you do not agree to these, you must not use our platform.

Changes to these Terms

We amend these terms from time to time. If we make changes that materially affect your use of our platform we will notify you by posting an update within the app next time you log in, or posting notice of the updates on our website and on social media. Any changes to these terms will be effective upon our posting of notice of the changes on our platform.

Every time you wish to use our platform, please check these terms to ensure you understand the terms that apply at that time. This version one of these terms was most recently updated on [January 2021]

Permitted Uses of Our Platform and Civic Dollars

Users may use our platform to generate Civic Dollars, by performing particular tasks or activities for which they are awarded with Civic Dollars as detailed on our platform. Those Civic Dollars are then held in the user's account. Any activities which attract Civic Dollars must be performed by you personally (as the holder of your account) and the use of any software hacks or tools (for example GPS location spoofing devices) to circumvent the metrics for obtaining Civic Dollars within the app, or similar abuse, is prohibited.

Our platform allows prospective and current service providers, who register an account with us, and have that application approved, to advertise their products and services, and unique offers to new and existing users, and users to pay for those offers in the form of Civic Dollars, acting in compliance with these terms. All Civic Dollars paid to service providers can then be gifted back to those service providers employees, to be spent on the platform.

We are neither the buyer nor the seller in these transactions and take no responsibility for the interactions or contracts between both parties (including for non-performance or defective performance of any services or non-provision of products or provision of defective products) or other complaints or issues between the parties. All offers will be subject to the terms and conditions advertised by the relevant service provider on our platform at the point of sale, and may be subject to further terms and conditions, as well as the expenditure of further money.

Once Civic Dollars have been spent with a service provider, these transactions cannot be reversed or refunded. We are not responsible for any erroneous, fraudulent or wrongful transfers of Civic Dollars from your account, save in cases of our gross negligence or wilful misconduct (where its liability will be limited to topping your account with any Civic Dollars lost as a result of such negligence or misconduct, where proved).

Save for in-platform transactions with service providers as detailed above, Civic Dollars are non-transferable, non-redeemable and non-exchangeable for any other cash or currency (including other virtual currencies) and hold no monetary value. Any offers which are cancelled or not taken up by a user will not be exchangeable for Civic Dollars or any other currency.

We are not obliged to permit you to use our platform and may suspend or terminate your account with us at any time and for any reason, at our absolute discretion. When your account is closed or terminated (for any reason) all Civic Dollars then credited to your account will be lost. We have no obligation to remind or inform you of the loss of your Civic Dollars on closure of your account and it is your sole responsibility to ensure that any Civic Dollars are used prior to closure of your account.

When opening an account, you warrant and represent that all information you provide to us in connection with your account application is true, accurate and complete, and that you will inform us if that information changes at any time whilst you purchase services through our platform.

Cancelling your Account

If you wish to remove your account from our platform, for any reason, please contact us by email.

Your Account Details

If you choose, or you are provided with, a username, 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. You are solely responsible for the safe keeping and security of your account, and any actions taken by anyone when logged into your account.

We have the right to disable any 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.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us using the contact details set out in these terms.

Use of Material on our Platform

We are the owner or the licensee of all intellectual property rights in our platform, and in the material published on it, other than any logos or other intellectual property of service providers featured on our platform, which remains vested in those service providers and for which they are solely responsible.

Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any content from our platform for your personal use and you may draw the attention of others you know to content from our platform.

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 platform must always be acknowledged.

You must not use any part of the content on our platform 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 platform in breach of these terms, your right to use our platform will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

Changes to, Withdrawal of and Reliance on, our Platform

Our platform, and the content on it, is provided for general information only on an "as-is" and "as-available" basis.

Our platform is made available free of charge to users, and basic access is given to service providers free of charge (as further detailed in the **Charges** section below).

You should be aware that we may update and change our platform from time to time, and that we do not guarantee that our platform, 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 platform for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

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 platform.

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

If any information about you as a user featured on our platform becomes inaccurate or incomplete at any time, you agree to inform us as soon as reasonably possible, or update such information directly, where you have the ability to do so.

Linked Websites

Where our platform 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.

User-Generated Content

Our platform may include information and materials uploaded by other users, including service providers, including information about service providers, reviews and comments. This information and these materials have not been verified or approved by us. The views expressed by other users or service providers on our platform do not represent our views or values.

Transmission of Information

Because we do not control the security of the Internet or other networks you use to access our platform or communicate with us, we can't be, and are not responsible for, the security of information that you choose to communicate with us and our platform while it is being transmitted. In addition, we are not responsible for any data lost during transmission.

Our Responsibility

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. That stated, to the fullest extent permitted by law:

- We hereby disclaim any and all representations, warranties and conditions, whether express or implied, as to the operation of our platform or the content, statements or other information contained on the Site, or the products, offers or services accessible, advertised or available through our platform, including, but not limited to those of title noninfringement, merchantability, and fitness for a particular purpose, and/or that use of the platform by you is in compliance with laws or that any information that you transmit in connection with this platform will be successfully, accurately or securely transmitted.
- We disclaim all liability, however arising, for any loss or damage in excess of the total amounts actually paid by you to us over the period of 12 months immediately preceding the date of the relevant claim.
- 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 platform; or
 - use of or reliance on any content displayed on our platform.
- 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;
 - loss of, damage to, or corruption of data; or
 - any indirect, special or consequential loss or damage,

whether those losses are foreseeable, known, foreseen or otherwise.
- You expressly agree that use of our platform is at your sole risk. Neither us nor our affiliates or any of their respective employees, agents, merchants, third-party content providers or licensors, or any of their officers, directors, employees or agents, warrant that use of our platform will be uninterrupted or error free; nor do they make any warranty as to the results that may be obtained from use of our site; or the accuracy, completeness, reliability or content of any information (including, but not limited to, product descriptions), services made available or advertised through our platform.
- We provide our platform on an 'as is' and 'as available' basis without any promises or representations, express or implied. In particular, we do not warrant or make any representation regarding the validity, accuracy, reliability or availability of the App or its content. All reward and donation information is based on information provided by the relevant authority, organisation and reward issuer and such data, and other content on the App, may be out of date and Civic Dollars makes no commitment to update it.

As with any product or service, you should review carefully the details of any service providers listed on our platform, and the services, products and offers they offer, to ensure that they are appropriate for you. You purchase and use these services, product and offers (either using Civic Dollars or any other currency) at your own risk. We have no responsibility for any acts or omissions of any service providers.

Uploading Content

Whenever you make use of a feature that allows you to upload content to our platform, or to make contact with other users of our platform, or with service providers directly, you must comply with the content standards set out below.

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 platform 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 platform (including service providers) a limited licence to use, store and copy that content and to distribute and make it available to third parties. The rights you license to us are described below.

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 platform constitutes a violation of their intellectual property rights, or of their right to privacy.

We have the right to remove any contribution you make on/to our platform in our absolute discretion.

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

Our Rights over Uploaded Content

When you upload or post content to our platform, you grant and/or warrant that the owner of such material has expressly granted us the royalty-free, perpetual, irrevocable, transferable and sub-licensable non-exclusive right and license to use, reproduce, modify, adapt, publish, translate and distribute such material (in whole or in part) worldwide and/or to incorporate it in other works in any form, media or technology now known or hereafter developed for the full term of any copyright that may exist in such material.

You also permit any user or service provider to access, view, store or reproduce the material for their personal use. You also grant us the right to edit, copy, publish and distribute any material that you make available on the site.

Prohibited Uses

You may use our platform only for lawful purposes. You may not use our platform:

- In any way which is likely to harass, upset, embarrass, alarm or annoy any other person or to disrupt our service in any way.
- In any way that breaches any applicable local, national or international law or regulation, or advocates, promotes, or assists any unlawful act such as (by way of example only) copyright infringement or computer misuse.
- In any way that is defamatory of any other person, is obscene or offensive, promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- In any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect.
- In any way which interferes with the listings of any service providers or attempts to harm them or their business.
- In any way which infringes any copyright, database right or trademark of any other person.
- For link building purposes.
- If you are not able to form legally binding contracts or are under the age of 18.
- For the purpose of harming or attempting to harm others in any way.
- To attempt to gain further information to allow you to compete with or replicate any of the features offered on our platform.
- To bully, insult, intimidate or humiliate any person.
- To attempt to, or actually access data not intended for you, such as logging into a server or an account which you are not authorised to access.
- To attempt to scan or test the security or configuration of our platform or to breach security or authentication measures without proper authorisation.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards.
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (**spam**), or any other chain letters or to promote any pyramid schemes.
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

- To comply with all relevant app store terms and conditions.
- Not to harvest or otherwise collect information about users, including email addresses without their consent, or otherwise access, monitor or copy any content or information from our platform using any robot, spider, scraper or other automated means or any manual process for any purpose without our express written permission.
- Not to act illegally or maliciously against our business interests or reputation, or that of other service providers or users;
- Not to take any action that might undermine the feedback and/or ratings systems forming part of our platform.
- Not to reproduce, duplicate, copy or re-sell any part of our platform in contravention of these terms.
- Not to take any action that places excessive demand on our services, or imposes, or may impose an unreasonable or disproportionately large load on our servers or other portion of our infrastructure (as determined in our sole discretion) supporting our platform.
- Not to access without authority, interfere with, damage or disrupt:
 - any part of our platform;
 - any equipment or network on which our platform is stored;
 - any software used in the provision of our platform; or
 - any equipment or network or software owned or used by any third party.

Charges, Refunds, Cancellations and Issues with Service Providers

You will not be charged anything to purchase offers from service providers through our platform, other than any further fees charged by service providers themselves.

For this reason, and because Civic Dollars are generated through social activities, and our platform solely services to facilitate provision of offers by those service providers, we will not issue any refund of Civic Dollars for cancelled, re-scheduled, deficient or non-delivered offers you have purchased through our platform or for any other reason.

If you wish to interact with a service provider in relation to their offers, products or services, you must contact them directly – save where you have evidence of negligence, breach or unlawful behaviour by any service provider, in which case please contact us to let us know. We are unable to assist with any issues regarding re-scheduling or cancellation.

Please be advised that different service providers may provide services under different terms and conditions of their own, which may be linked or referenced on our platform.

Indemnification/Release

On the above basis, you agree to defend, indemnify and hold harmless us, our group companies, affiliates and their respective directors, officers, employees and agents from and against all claims and expenses, including reasonable professional fees in respect of any offers, products or services procured by you in connection with our platform, your Contributions, or any use of our platform in violation of these terms.

We reserve the right to control the defence and settlement of any third party claim for which you indemnify us under these terms and you will assist us in exercising such rights.

You are solely responsible for your interactions with service providers. To the extent permitted under applicable laws, you hereby release us from any and all claims or liability related to any service you procure, your Contributions, any action or inaction by a service provider or by yourself, including your or their failure to comply with applicable law and/or your/their failure to abide by the terms of a contract placed through the site, and any conduct or speech, whether online or offline, of any other user or service provider.

Your Mobile Provider

You acknowledge that your agreement with your mobile network provider (**Mobile Provider**) will apply to your use of the platform. You acknowledge that you may be charged by the Mobile Provider for data services while using certain features of the platform or any such

third party charges as may arise and you accept responsibility for such charges. If you are not the bill payer for the device being used to access the platform, you will be assumed to have received permission from the bill payer for using the platform.

Interaction with Service Providers

We provide a platform to allow service providers and users to find and transact with one and other. We are neither the buyer nor the seller in these transactions and take no responsibility for the interactions between both parties (including for defective or non-provided services) or other complaints or issues between the parties.

Without prejudice to the foregoing, in all interactions and dealings with service providers, you agree:

- Not to obtain or use any information that is not your information for any commercial purpose, including, but not limited to, marketing;
- To act in a reasonable and courteous manner, honouring any commitments you have made or contracts you have entered into with our service providers, and treating them with respect;
- Not to break any law;
- Not do or say anything defamatory, obscene, offensive, hateful or inflammatory, violent or sexually explicit;
- Not bully, insult, intimidate or humiliate;
- Not breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence; or
- Not impersonate any person or misrepresent your identity or affiliation with any person.

Complaints

If you wish to complain about any content on our platform, or about the services, products or offers provided by any of our service providers, please contact us using the details set out above, providing your name and contact information, including telephone number and e-mail address.

If your issue is of a non-serious nature, and where appropriate, please contact the service provider first in relation to any complaints, and allow them adequate opportunity to resolve any complaints.

Users and service providers share the responsibility for making sure offers facilitated by us are in good spirit, rewarding and hassle-free. In that spirit We encourage you to work with service providers before opening a complaint with us. As noted above, we take no responsibility for wrongful service orders, services provided by service providers or services not provided by service providers even if they are purchased and paid for.

Where your complaint relates to a perceived infringement of intellectual property rights please provide us with (a) an electronic or physical signature of the person authorised to act on behalf of the owner of the copyrighted work; (b) an identification of the copyrighted work and the location on the site of the allegedly infringing work; (c) a written statement that you have a good faith belief that the disputed use is not authorised by the owner, its agent, or the law; and (d) a statement by you that the above information in your notice is accurate and, that you warrant and represent that you are the copyright owner or authorised to act on the copyright owner's behalf.

Interactive Services

We may from time to time provide interactive services on our platform, including, without limitation reviews and feedback functionality (together **interactive services**).

We will do our best to assess any possible risks for users from third parties when they use any interactive service provided on our platform. However, we are under no obligation to oversee, monitor or moderate any interactive service we provide on our platform, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards.

If you have any complaints about content uploaded to our platform by users or service providers, you can contact us using the contact details provided above.

Content Standards

These content standards (**Content Standards**) apply to any and all material which you contribute to our platform (**Contribution**), and to any interactive services associated with it. The Content Standards must be complied with in spirit as well as to the letter. The standards apply to each part of any Contribution as well as to its whole. We will determine, in our sole discretion, whether any Contribution breaches our Content Standards.

Any Contribution must:

- Be accurate (where it states facts).
- Be genuinely held (where it states opinions).
- Comply with the law applicable in Northern Ireland and in any country from which it is posted.

A Contribution must not:

- Be defamatory of any person.
- Be obscene, offensive, hateful or inflammatory.
- Bully, insult, intimidate or humiliate.
- Promote sexually explicit material.
- Promote violence.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any copyright, database right or trade mark of any other person.
- Be likely to deceive any person.
- Breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal activity.
- Be in contempt of court.
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.

- Be likely to harass, upset, embarrass, alarm or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person.
- Give the impression that the Contribution emanates from us or one of our employees, if this is not the case.
- Advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse.
- Contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism.
- Contain any advertising or promote any services or web links to other sites.

Viruses

We do not guarantee that our platform will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform to access our platform. You should use your own virus protection software.

You must not misuse our platform 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 platform, the server on which our platform is stored or any server, computer or database connected to our platform. You must not attack our platform 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 Computer Misuse Act 1990. 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 platform will cease immediately.

Linking to our platform

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 platform in any website that is not owned by you. 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 these terms.

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

If you wish to link to or make any use of content on our platform other than that set out above, please contact us using the contact details provided above.

Breach of these Terms

When we consider that a breach of these terms has occurred, we may take such action as we deem appropriate. Failure to comply may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use our platform.
- Immediate, temporary or permanent removal of any Contribution uploaded by you to our platform.
- Issue of a warning to you.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

We exclude our liability for all action we may take in response to breaches of these terms. The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.

Events Outside Our Control

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these terms that is caused by any act or event beyond our reasonable control, including failure of public or private telecommunications networks (**Event Outside Our Control**).

If an Event Outside Our Control takes place that affects the performance of our obligations under these terms:

- our obligations under these terms will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control; and
- we will use our reasonable endeavours to find a solution by which our obligations under these terms may be performed despite the Event Outside Our Control.

Governing Law and Jurisdiction

These terms their subject matter and their formation (and any non-contractual disputes or claims) are governed by Northern Irish law. We both agree to the exclusive jurisdiction of the courts of Northern Ireland.

Additional Disclosures

No waiver by either you or us of any breach or default or failure to exercise any right allowed under these terms is a waiver of any preceding or subsequent breach or default or a waiver or forfeiture of any similar or future rights under these terms. The section headings used herein are for convenience only and shall be of no legal force or effect. If a court of competent jurisdiction holds any provision of these terms invalid, such invalidity shall not affect the enforceability of any other provisions contained in these terms, and the remaining portions of these terms shall continue in full force and effect.

The provisions of these terms apply equally to and are for our benefit, and that of our parent companies, subsidiaries, subsidiaries of parent companies, affiliates and third-party content providers and licensors, and each shall have the right to assert and enforce such provisions directly or on its own behalf.

We will not be liable for any default or delay in the performance of our obligations under these terms due to acts of God, terrorism, natural disasters, earthquakes, fire, riots, floods, and other similar events, to the extent such event is beyond our reasonable control.

No agency, partnership, joint venture, employee-employer, or franchiser-franchisee relationship is intended or created by these terms.

These terms constitute the entire agreement of the parties.