Easycashback Account Holder Agreement

1. Introduction

This Agreement is a legal document, which sets out your rights and obligations, and those of Easycashback ("we", "us" or "Easycashback"), in relation to Easycashback's site and app and the services offered by us through them (each a "Easycashback loyalty programme"). You must take the time to read and understand it before registering for the Easycashback loyalty programme. By registering or transacting with us, you accept that you are entering into a contract with us on the terms of this Agreement. You should be aware that this Agreement may change from time to time in accordance with Clause 16 below.

When you register for or transact with or through the Easycashback loyalty programme you establish an "Account", and become an "Account Holder".

2. The Easycashback Loyalty Programme

The Easycashback loyalty programme allows Account Holders to make purchases from retailers which may qualify for cashback.

The Easycashback loyalty programme are:

* The Easycashback loyalty programme for web- and app-based transactions
* Easycashback loyalty programme for in-store purchases via our CLO programme
* The Easycashback payout service for gift card exchange services

Unless otherwise indicated, this Agreement applies to each of these Easycashback loyalty programme. Any separate or additional terms for individual Easycashback loyalty programme are stated below.

This is how it works.

Easycashback receives a commission (the "Referral Fee"), payable by a retailer, for qualifying purchases made by an Account Holder from the retailer, once that retailer has confirmed the purchase (each a "Qualifying Transaction").

Account Holders who have entered into Qualifying Transactions for which Referral Fees have been received by us will be able to see a positive account balance on their Account (a "Balance"). That Balance will be converted into a payment to you ("Cashback") when the Account Holder requests payment of the Balance.

To be clear, a Balance does not itself represent a sum of money held by Easycashback on an Account Holder's behalf.

See Clause 4 for more about Cashback.

When we refer to retailers, we mean sellers and suppliers of goods or services that agree to enter into Qualifying Transactions and pay us Referral Fees.

The Easycashback loyalty programme each work slightly differently:

* Easycashback loyalty programme for web- and app-based transactions:
	+ a Qualifying Transaction is entered into by an Account Holder through the Easycashback website or app with a retailer for an offer the retailer makes through the Easycashback website or app
* the Easycashback CLO programme service for in-store purchases
	+ to use Easycashback CLO programme, you must first:
		- link one or more debit or credit cards to your Account; and
	+ a Qualifying Transaction is a current activated retailer offer that you enter into in a qualifying CLO programme store using a valid and current debit or credit card that is linked to your Account
	+ you can find out more here: <https://www.easycashback.com/link-a-card-for-cashback-everywhere>

For all Easycashback loyalty programme, each retailer offer is subject to such terms and conditions as the retailer applies to the offer

Our help pages and other service documentation available on the Easycashback site provide further information about the Easycashback loyalty programme; you should consult them concerning queries or issues you may have about the Easycashback loyalty programme.

3. Obtaining an Account

You must be at least 16 years of age to obtain an Account. A person may have no more than one Account.

In using or registering for the Easycashback loyalty programme, you must provide accurate and current information about yourself - including, where requested, your correct name, address, and any other requested details. If you are asked for, and provide, details of a bank account, Paypal account, credit card or other account into which you wish to receive payments (your Cashback Cashout Method), you (a) must ensure that you are, and remain, fully entitled to use that Cashback Cashout Method, (b) confirm that you wish to receive Cashback through that Cashback Cashout Method, and (c) ensure that the details of that Cashback Cashout Method are, and continue to be, accurate. You should keep this information updated through your Account.

Our Privacy Policy contains important information on how we deal with your personal information you provide through your Easycashback Account, including information derived from activity through your Cashback Cashout Method.

Note that your Cashback Cashout Method (such as Paypal) may have rules about the maximum or minimum payment that you can receive through that Cashback Cashout Method.

Important: You must ensure that the email address we hold for you is kept up-to-date and that you have full access to it - we will be sending you important messages there. If you change email address, then you must change the address we hold for you on your Account.

Where you register debit or credit cards numbers ("Identifier Cards") for the tracking of your transactions you may only register a maximum of 5 Identifier Cards per Account, however this may include debit or credit cards belonging to other members of your household/family providing that they have consented to the registration of their Identifier Cards to assist you to collect Cashback. We may request that you provide written evidence of such consent at any time. If we are not satisfied that all Identifiers Card are included with the cardholder's consent we reserve the right to de-register any or all Identifier Cards on your Account. Should you attempt to enter the details of an Identifier Card that has already been registered on your Account, you will be informed that the Identifier Card is already registered.

When registering a payment card in connection with transaction monitoring for the purposes of the Easycashback CLO programme cashback service for in-store purchases, you will be required to authorise (a) Easycashback (via MasterCard, Amex) to share your payment card information with Visa, MasterCard, Amex and other necessary payment service providers (Payment Service Providers) to confirm your enrolment, (b) the Payment Service Providers to monitor transactions on your registered card(s) to identify purchases in order to determine whether you have qualified for an offer linked to your payment card, and (c) the Payment Service Providers to share such transaction details with visa, MasterCard or Amex in order to provide you with card-linked offer(s) and target offers that may be of interest to you.

4. Cashback

After an Account Holder successfully completes a Qualifying Transaction, and once we have received the Referral Fee for that Qualifying Transaction, we pass the related Cashback on to the e-wallet the Account Holder holds with us.

Please note that there are various circumstances in which a transaction with a retailer may not constitute a Qualifying Transaction, and Cashback may not result from it.

There are various circumstances in which sums will not appear in an Account Holder's Balance, and will be forfeited to us, namely:

1. where a Referral Fee is received by us but is not attributed to a Qualifying Transaction or associated with an Account (such as where the Account Holder is not logged-in to the Easycashback loyalty programme when making the relevant purchase)
2. the transaction in question is cancelled after it has been entered into, for example where a purchased product is returned or a right to cancel the transaction is exercised
3. a Balance is attributed to an Account Holder or Account that has been:
	1. suspended by us under Clause 8 of this Agreement;
	2. associated with any fraudulent activity or any breach of this Agreement;
	3. used to make purchases on behalf of, or for the benefit of, any other person
4. where a Balance is attributable to an Account that has been inactive for more than six months: an Account is inactive where the Account Holder does not log into it.

Our help pages provide further information about these circumstances.

5. Intellectual Property

By uploading or including any material on the Easycashback loyalty programme, an Account Holder expressly grants:

1. to us a non-exclusive licence (including the right to grant sub-licences) to use, reproduce and distribute that material through the Easycashback loyalty programme and any other interactive services through which we or our sub-licensee make the Easycashback loyalty programme (or a service based on the Easycashback loyalty programme) available; and
2. to other Account Holders (through us, under the licence referred to in a. above), the non-exclusive, personal, non-transferable right to view the relevant material.

You acknowledge that all copyright, trade marks, and other intellectual property rights in and relating to the Easycashback loyalty programme (including the material which is contributed by Account Holders or retailers) are owned by, or licensed to, us. It is easy to copy material which appears on web-sites, but this does not mean it is legal. Therefore, no-one may copy, distribute, show in public or create any derivative work from the Easycashback loyalty programme, or any of the material which is found on the Easycashback loyalty programme unless properly licensed to do so by us.

6. Privacy policy

Our [Privacy Policy](http://www.quidco.com/privacy-policy/) sets out details of how we handle your personal data and related matters.

Given the global nature of the World Wide Web, please note that a posting on the Easycashback loyalty programme may be accessible to internet users around the world.

7. Our Role

Easycashback is not a party to any transactions with retailers, and is not the seller or supplier of, and does not endorse, any of the goods or services that they make available. Thus we do not have any of the legal obligations that apply to the sellers of those goods or services.

Accordingly, we have no control over or responsibility for:

1. the quality, safety, or legality of the goods or services available from retailers; or
2. whether the retailer can or will supply and pass good title to any goods or services.

Account Holders should exercise no lesser degree of caution in entering into transactions with retailers than they would when entering into a similar transaction elsewhere.

To the extent that the law permits, you release us, our agents and employees from all liability arising out of or in connection with any transactions with retailers, including (without limitation) all claims and demands relating to transactions (whether completed or uncompleted) with retailers, or goods or services offered for sale or supply, or actually sold or supplied, through or in connection with any transactions with retailers.

8. Misuse

We reserve the right to suspend or terminate any Account Holders access to the Easycashback loyalty programme, or parts of it, if in our reasonable view the relevant Account Holder or Account appears to be in breach of any provision of this Agreement.

An Account should be used only for purchases on the Account Holder's own behalf, and not on the behalf of, or for the benefit of, any other person(s).

Account Holders must not enter into, or attempt to enter into, any transaction with a retailer or to endeavour to gain Cashback (a) by providing personal information of someone else, or a payment method which they are not entitled to use, (b) by deceptively or unfairly exploiting a retailer's offering, or (c) in breach of any terms and conditions applied by Easycashback or the retailer to that transaction.

It is each Account Holder's obligation to ensure that any material posted by him/her or associated with his/her Account:

1. is not defamatory, offensive, or abusive or of an obscene, indecent or menacing nature;
2. is not intended or likely to cause needless annoyance, inconvenience or distress to any person;
3. does not contain any computer virus, macro virus, Trojan horse, worm, or anything else designed to interfere with, interrupt, or disrupt the normal operating procedures of a computer or to surreptitiously intercept, access without authority, or expropriate any system, data or personal information;
4. does not contravene any applicable law or regulation (including, but not limited to, laws governing consumer protection, distance selling, unfair competition, anti-discrimination, false advertising, copyright, trademark and privacy);
5. does not breach the rights of any person or entity (including any rights or expectations of privacy);
6. where it constitutes feedback on a retailer, is accurate and fair; and
7. does not advertise any goods or services.

If you see or experience anything on the Easycashback loyalty programme that appears to infringe any of the above requirements, we would like you to inform us by emailing support@easycashback.com

Each Account Holder acknowledges that we are entitled, but not obliged, to withdraw any material, which appears - based on information received from third parties or other Account Holders - to be in breach of this Agreement.

9. Contact from third parties

If anyone contacts us in relation to material or transactions associated with you or your Account, then you agree:

1. to provide all reasonable information and assistance we may require in connection with responding to that contact; and
2. to respond promptly and accurately to it, should we pass the message to you for a response.

10. Additional services

We or our partners may offer new or additional services through the Easycashback loyalty programme from time to time. Your use of those services may be subject to additional terms and conditions, which you must comply with. Provided that those terms are notified to you on the Easycashback loyalty programme in an appropriate manner when you agree to take those services, any failure by you to comply with a material provision of the terms governing those services will amount to a breach of this Agreement.

11. Operation of the Easycashback loyalty programme

We reserve the right to withdraw, modify or suspend aspects of the Easycashback loyalty programme, or the entirety of it, where we have legal, security, technical or commercial reasons to do so. We will endeavour to give you 30 days advance notice before taking such action, except where it is necessary to take earlier action for security reasons or because of technical difficulties which adversely affect the Easycashback loyalty programme. There may also be times when the Easycashback loyalty programme becomes inaccessible as a result of technical difficulties experienced by Easycashback or on the Internet; we will, however, use reasonable skill and care to overcome these difficulties where they are within our control. Please note, however, that we cannot guarantee continuous access to the Easycashback loyalty programme or any of the content that appears on it.

Nevertheless, we will strive to ensure that any periods of planned unavailability, which you will be informed of when you access the Easycashback loyalty programme at the relevant time, are kept to a minimum.

For security or other reasons, we may require you to change password or other information which facilitates access to the Easycashback loyalty programme; however, we will never ask you for your password via email, telephone, or any other means other than through the www.Easycashback.com website. You are solely responsible for maintaining the confidentiality of your password and any additional identifying information.

12. Liability

1. We warrant that the Easycashback loyalty programme will be provided with reasonable care and skill with the intention of meeting our specifications for the Easycashback loyalty programme, but we cannot and do not guarantee that the Easycashback loyalty programme will meet your requirements.
2. Easycashback shall be liable as expressly provided in this Agreement, but shall have no other obligation, duty or liability whatsoever in contract, tort (including negligence, breach of statutory duty and any other tort) or otherwise.
3. Nothing in this Agreement excludes or restricts our liability for death or personal injury resulting from our negligence.
4. Subject always to sub-Clause e. below, Easycashback shall be liable for direct loss or damage only, whether in contract, tort (including negligence, breach of statutory duty or other tort) or otherwise, and whether caused by its act or omission or that of its employees, agents or subcontractors. Easycashback's aggregate liability during any successive period of twelve months, the first of which shall be deemed to begin on the date when you obtain your Account, shall be limited to the greater of (a) £5 (five pounds sterling), or (b) the amount of the then-current [Premium Features Retention Fee](http://www.quidco.com/help/1344/) (whether or not it is payable by you), in respect of that twelve-month period.
5. We will not be liable to you or anyone else, whether in contract, tort (including negligence, breach of statutory duty or other tort) or otherwise:
	1. for any loss of revenue, business, anticipated savings or profits, or
	2. for any indirect, special or consequential loss, damage, costs or other claims, howsoever caused or arising, whether through non-supply or late supply of the Easycashback loyalty programme or other non-performance of this Agreement or otherwise.
6. To avoid doubt, nothing in this Clause 12 limits our obligation to pay Cashback to an Account Holder who requests the payment of his/her Balance.
7. Except as expressly stated elsewhere in this Agreement, all representations, warranties, conditions and other terms, whether express or implied (by common law, statute, collaterally or otherwise) are hereby excluded, except in the case of fraud, or where such exclusion is not permitted by law.
8. For the avoidance of doubt, Easycashback will not have liability to you or any other person in respect of material contributed by Account Holders, transactions (or non-transactions) with retailers, or any activity or communication relating to such material or transactions.
9. The provisions of this Clause 12 shall survive the termination or expiry of this Agreement.

13. Indemnity

You agree upon demand to indemnify Easycashback against and to be wholly responsible for all liabilities, claims and expenses that may arise out of or in connection with (a) any breach of this Agreement by you or through your Account, or (b) any transaction with a retailer.

14. Assignment

We reserve the right to assign this Agreement, and to assign or subcontract any or all of our rights and obligations under this Agreement, but will not do so in such a way as to reduce any guarantees you are given under this Agreement. You may not without the written consent of Easycashback assign or dispose of this Agreement, nor subcontract any of your rights and obligations under it.

15. Entire Agreement

This Agreement is intended to contain your entire agreement with us relating to the Easycashback loyalty programme; we believe it to be fair and reasonable. It replaces all earlier agreements and understandings with you relating to the Easycashback loyalty programme, except for any fraud or fraudulent representation by either of us.

16. Changes to this Agreement

We reserve the right to change this Agreement from time to time, and post the new version on the Easycashback loyalty programme. When we do so, we will post the new version of the Agreement on the Easycashback loyalty programme, and the new version of these terms and conditions will take effect, and will govern the Easycashback loyalty programme and your relationship with us:

1. commencing no less than thirty days after the date of posting (or such later date as we indicate in the relevant posting), if any of the changes is to an operative provision of this Agreement which is capable of adversely affecting you; if you do not wish to be governed by the new version of the Agreement, you may notify us on or before the date when the new version of the Agreement is to take effect, and from that date you must cease to use the Easycashback loyalty programme; or
2. immediately upon the date of posting (or such later date as we indicate in the relevant posting), if the changes are not to operative provisions, or not capable of adversely affecting you - examples of which would include, without limitation, changes to contact details referred to, or the refinement of provisions that are already included, in this Agreement.

17. General

In the event that any term of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement shall remain valid and enforceable. You and Easycashback are independent contractors, and no agency, partnership, joint venture or employee-employer relationship is intended or created by this Agreement. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches.

18. Law

This Agreement, and our relationship with you and each Account Holder, is governed by the laws of England and Wales.

You and we each submit to the non-exclusive jurisdiction of the English courts in relation to disputes arising in connection with this Agreement.

19. Keeping this Agreement

We don't separately file the individual Agreements entered into by Account Holders when they register for the Easycashback loyalty programme. You can access it at [www.easycashback.com](http://www.quidco.com/). Please make a durable copy of this Agreement by printing and/or saving a downloaded copy on your own computer. It is offered in English only.

20. Contact

The provider of the Easycashback cashback service for web- and app-based transactions is Loyalty24 S.r.l., and the Easycashback CLO programme for in-store purchases is provided by Fidel Ltd.

When we say "Easycashback", "we" or "us", we mean the provider indicated above.

Our address for correspondence and queries is Easycashback, 70-75 Shelton Street, Covent Gardens WC2H 9JQ, London, UK.

Please note that all communications (including formal notices) under this Agreement are to be sent and received by email. For this purpose, your notices should be sent via our contact form, and we will send our notices to you at the email address you notify to use when you register as an Account Holder, as changed subsequently in your Account details.