

MOBILE APP TERMS AND CONDITIONS

We are Endell Point Ltd, with registered offices located at Unit 6, 203 Kilburn High Road, London, England, NW6 7HY, the creators of the Endell Point app (referred to below as the 'App').

By downloading the App, you are agreeing to the terms of this agreement which are legally binding. Please read it together with our privacy policy, available at <https://www.endellpoint.co.uk/privacy-policy> before you download and use the App. Only download the App if you have read the rules and agree to them.

If you do not agree to these terms, we will not allow you to use the App and you should not download it.

In this agreement:

- references to the 'App Store' means Apple's App Store and we refer to their rules and policies contained in the Apple Media Services Terms and Conditions as the 'App Store Rules'.
- references to 'Google Play' means the app distribution platform operated by Google and known as Google Play, and we refer to Google's terms of service (and other applicable terms) collectively as 'Google's Rules'.
- in clauses where we use the phrase "App Store Rules or Google's Rules (as applicable)", we intend for the App Store Rules to apply to users who have obtained the App via the Apple App Store, and for Google's Rules to apply to users who have obtained the App via the Google Play distribution platform.

1 OUR SERVICES

- (a) Endell Point is the developer and supplier of the App.
- (b) Endell Point has developed the App which is intended to facilitate the provision of Endell Point Services at physical locations. Specifically, the App allows customers to digitally track parcels that are delivered to Endell Point stores, provides unique codes for parcel collection and records parcel status and received payment.

2 THESE TERMS

- (a) These terms are an agreement that is made between you and us and:
 - (i) Apple is not a party to this agreement and has no responsibility for the app or its content; and
 - (ii) Google is not a party to this agreement and has no liability under it.
- (b) We license you to download and use the App:
 - (i) For iOS users, onto any Apple-branded product, and to use it once you have downloaded it, provided you follow all of the rules described in this agreement and the App Store Rules;
 - (ii) For Google Play Store users, to use the App provided you follow all of the rules described in this agreement and also Google's rules.
- (c) The licence:
 - (i) is only for you personally (and anyone else that Apple or Google (as applicable) allow to download) and is for non-business use only;
 - (ii) starts when you download the App; and
 - (iii) covers content, materials, or services accessible from, or bought in, the App including all of our support resources. It also covers updates to the App unless they come with separate terms, in which case we will give you an opportunity to review and accept

- (d) You must comply with the App Store Rules and Google's Rules (as applicable) as well as these terms but, if there is any conflict between them, you should follow the App Store Rules or Google's Rules rather than the equivalent rule here.
- (e) You do not own the App or any of its contents but you may use it on devices that you own or control, as permitted by these terms and by the App Store Rules or Google's Rules (as applicable).
- (f) If you sell or give away the device on which you have downloaded the App, you must first remove the App from the device.
- (g) You are not allowed to:
 - (i) modify the App's code in any way, including inserting new code, either directly or through the use of another app or piece of software;
 - (ii) deliberately attempt to avoid or manipulate any security features included in the App; or
 - (iii) pretend that the App is your own or make it available for others to download or use (including by way of copying the code of the App and creating an independent version).

3 USE PROCESS

- (a) Select the Endell Point location you'd like to use.
- (b) Order your item/s from your third-party supplier, using your name and your chosen Endell Point station's delivery address. Endell Point accepts parcels with a maximum sum of dimensions of 180cm (Width + Height + Length) and a maximum weight of 12kg. Endell Point retains the right to not accept an incoming parcel if the parcel exceeds the aforementioned maximum dimensions and weight.
- (c) Endell Point will charge you per parcel delivered to Endell Point's delivery address, the amount is determined based on the size and weight of the parcel according to Endell Point's then current price list and will be payable by you at the Endell Point station when you come to collect your parcel.
- (d) Upload your tracking number to the App.
- (e) You'll get a notification from us in the App with a unique QR code when your parcel arrives at your chosen Endell Point station. You are responsible for the security of your unique code.
- (f) If you fail to collect your parcel within 14 days of us notifying you of its arrival at your chosen Endell Point station, we will send you a reminder notice. **IF, AFTER OUR NOTIFICATION REMINDER TO YOU, YOU STILL HAVE NOT COLLECTED YOUR PARCEL WITHIN 1 MONTH FOLLOWING SUCH NOTIFICATION, PROVIDED WE HAVE MADE REASONABLE ATTEMPTS TO CONTACT YOU, YOUR GOODS MAY BE SOLD TO DEFRAY OUR EXPENSES.**
- (g) Our process may be amended or clarified on our website at <https://www.endellpoint.co.uk/>.

4 SUPPORT AND CONTACT

- (a) We are responsible for customer service in relation to the App and can help you if you are having any issues.
- (b) For iOS user, you acknowledge that Apple has no obligation whatsoever to provide any support or maintenance services in relation to the App.
- (c) For Google users, you acknowledge that Google has no obligation to provide any support or maintenance services in relation to the App.
- (d) If you need to get in touch with us, you can use the 'contact us' functionality provided on our website at <https://www.endellpoint.co.uk/contact-us>.

- (e) If we need to get in touch with you, we will do so via the email address provided for your app login, or through an in-app notification.

5 **PRIVACY AND YOUR PERSONAL INFORMATION**

Protecting your personal information is important to us. Our Privacy Policy, which is available at <https://www.endellpoint.co.uk/privacy-policy>, explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to it and how to contact us and supervisory authorities if you have a query or complaint.

6 **COLLECTION OF TECHNICAL INFORMATION**

We may collect and use technical data that might include, for example, the specifications of your device and its software in order to help us provide software updates, product support, and other services related to the App. We may also use this information, as long as it is in a form that does not personally identify you, to improve products or to offer new services or technologies to you. Please see our cookies policy at <https://www.endellpoint.co.uk/cookies-policy>.

7 **OWNERSHIP, USE AND INTELLECTUAL PROPERTY RIGHTS**

- (a) The intellectual property rights in the App and in any text, images, video, audio or other multimedia content, software or other information or material submitted to or accessible from the App (the '**Content**') are owned by us and our licensors.
- (b) We and our licensors reserve all our intellectual property rights (including, but not limited to, all copyright, patents, trademarks, service marks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind) whether registered or unregistered anywhere in the world. This means, for example, that we remain owners or licensors of them and are free to use them as we see fit.
- (c) Nothing in these terms grants you any legal rights in the App or the Content other than as necessary for you to access it and use it. You agree not to adjust, try to circumvent or delete any notices contained in the App or the Content (including any intellectual property notices) and in particular, in any digital rights or other security technology embedded or contained within the Site or the Content.
- (d) Trademarks: "Endell Point" and the associated logos within our app are the unregistered trademarks of Endell Point. Other trademarks and trade names may also be used on the App or in the Content. Use by you of any trademarks on the App or in the Content is strictly prohibited unless you have our prior written permission.

8 **ACCEPTABLE USE**

- (a) You must not use the App, or our Services, to do any of the following things:
 - (i) break the law or encourage any unlawful activity;
 - (ii) send or upload anything that is (or might be considered to be) defamatory, offensive, obscene, containing or representing sexually explicit images and/or discriminatory (including but not limited to, in relation to race, gender, religious beliefs, sexual orientation or disability);
 - (iii) infringe our or anyone else's intellectual property rights (for example, by using or uploading someone else's content);
 - (iv) transmit any harmful software code such as viruses;
 - (v) try to gain unauthorised access to computers, data, systems, accounts or networks; or
 - (vi) deliberately disrupt the operation of anyone's website, mobile application, server or business
- (b) Endell Point reserves the right to delete any Content which is not compliant with present clause 8.

- (c) While we use all commercially reasonable efforts to make sure that the App is secure and accurate, we do not actively monitor or check at all times whether information supplied to us through the App is factual, exact, confidential, commercially sensitive or valuable.
- (d) Other than any personal information which will be dealt with in accordance with our Privacy Policy, we do not guarantee that information supplied to us through the App will be kept confidential and we may use it on an unrestricted and free-of-charge basis as we reasonably see fit.

9 UPDATES TO THE APP

- (a) We may update the App from time to time for reasons that include fixing bugs or enhancing functionality. We might also change or remove functionality but if we do that, we will ensure that the App still meets the description of it that was provided to you at the time you downloaded the App.
- (b) Updates will either download automatically or you may need to trigger them yourself, depending on your device, its settings and the app store.
- (c) We strongly suggest that you download all updates as soon as they become available. Depending on the nature of the update, the App may not work properly (or at all), or you may be exposed to security vulnerabilities, if you do not keep the App updated to the latest version that we make available.

10 CHANGES TO THESE TERMS

- (a) We may need to revise these terms from time to time to reflect changes in the App's functionality, to deal with a security threat or if there is a change in the law or guidance.
- (b) You will be asked to agree to any material changes in advance by an in-app notification, usually when you download an update. If you do not accept the changes, you will not be able to use the App.

11 EXTERNAL SERVICES

- (a) The App may enable you to access services and websites that we do not own or operate (referred to below as 'external services').
- (b) We are not responsible for examining or evaluating the content or accuracy, or for your use, of these external services. Before using them, make sure you have read and agreed to the terms on which they are being offered to you including the way in which they may use your personal information.
- (c) You must not use external services in any way that:
 - (i) is inconsistent with these terms or with the terms of the external service; or
 - (ii) infringes our intellectual property rights, or the intellectual property rights of any third party.
- (d) From time to time, we may change or remove the external services that are made available through the App.

12 LIABILITY

- (a) Nothing in these terms shall exclude or limit Endell Point's liability for death or personal injury caused by our negligence or wilful misconduct, liability for fraud or fraudulent misrepresentation, or any other liability which cannot be excluded or limited under the laws of England and Wales.
- (b) Subject to clause 12(a), Endell Point shall bear no liability of any kind whatsoever for (but not limited to) any direct or indirect/consequential, foreseeable or unforeseeable, losses, costs, damages, fees, expenses, any inaccuracy or misleading information, any loss of profit, revenue, suffered by you or any third-party, relating to, in connection with, or arising from, this agreement, the Endell Point's products and services and/or the App.

- (c) In any case, subject to clause 12(a) and to the extent permitted under applicable law, Endell Point's total aggregate liability arising from or in connection with this agreement, the Endell Point and/or the App (whether the liability arises because of breach of contract, tort or for any other reason) shall be limited to no more than fifty pounds sterling (£50).
- (d) If the App fails to meet the standards required by law (including that the App is of satisfactory quality, fit for purpose and as described), please contact Apple or Google, as applicable, who will provide you with a full refund of the price you paid for the App, in the event that the App was not made available for free. Apple, or Google as the case may be, has no other responsibility or obligation in relation to the App beyond providing a refund in the circumstances described in the present clause 12(d).
- (e) We will not be liable for any parcel of yours if it is collected from us by anyone who has the unique code linked to your parcel.
- (f) We are not liable for any in transit damage caused to your parcel or the contents thereof.
- (g) If your parcel is lost by us, we will refund any amounts paid to us by you in respect of that parcel, together with the cost of replacement of the lost contents up to a maximum of £50, provided you can prove what the contents was and the replacement value.
- (h) Endell Point will not be liable for your intentional or unintentional loss or otherwise passing of login details by you, even if such circumstances arise because of your login device having been stolen.

13 FAILURES OF NETWORKS OR HARDWARE

The App relies on a number of things working properly to enable you to enjoy all of its features. Many of these, such as your internet connection, your device and the App Store or Google Play (as applicable), are entirely outside of our control. Although we will do everything we reasonably can to resolve issues, we are not responsible to you if you are unable to use all or any part of the App due to a poor internet connection, faulty components in your device (such as a faulty GPS signal, failing in the API with any suppliers of our Content or related features), App Store failure or failure of Google Play to function properly (as applicable) or anything else that it would not be reasonable to expect us to control.

14 ENDING THESE TERMS

- (a) We can end these terms and our agreement with you, if you do not comply with any part of them.
- (b) We will give you a reasonable amount of notice before the terms and our agreement with you ends but if what you have done is serious then we may end our agreement with you immediately and without advance notice to you. 'Serious' means that you are causing harm (or attempting to cause harm) to other users, interfering with the operation of the App or doing anything else that we think presents a big enough risk to justify us ending our agreement with you quickly.
- (c) The consequences of our agreement with you ending are as follows:
 - (i) you are no longer allowed to use the App and we may remotely limit your access to it;
 - (ii) you must delete it from any devices that it has been installed on;
 - (iii) we may delete or suspend access to any accounts that you hold with us; and
 - (iv) you are not entitled to a refund to the extent you paid for the App of any of its features.

15 THIRD PARTIES

No one other than us or you has any right to enforce of these terms, except that in the case of

- (a) iOS users:

Apple and Apple's subsidiary companies are third party beneficiaries of these terms and to this agreement. This means that if you breach any of these terms, Apple has the right to enforce it and to take action against you directly, with or without our involvement.

(b) Android users:

Google and Google's subsidiary companies are third party beneficiaries of these terms and to this agreement. This means that if you breach any of these terms, Google has the right to enforce it and to take action against you directly, with or without our involvement.

16 **TRANSFERRING THESE TERMS**

(a) We may transfer our rights under these terms to another business without your consent, but we will notify you of the transfer and make sure that you are not adversely affected as a result.

(b) You are not allowed to transfer your rights under these terms to anyone without our prior written consent.

17 **GOVERNING LAW AND JURISDICTION**

(a) The laws of England and Wales apply to this agreement, although if you are resident elsewhere acting in a non-professional capacity, you will retain the benefit of any mandatory protections given to you by the laws of the country in which you live.

(b) Any disputes will be subject to the non-exclusive jurisdiction of the English courts. This means that you can choose whether to bring a claim in the courts of England or in the courts of another part of the UK in which you live.