

TERMS & CONDITIONS

The following key points of the Terms and Conditions are brought for your convenience only. These key points do not substitute the full Terms and Conditions (as specified broadly below)..

- About the Service. “Monyx vending machine app” is a cashless prepaid payment platform enabling you to use the Application (as defined below) to purchase products from various participating third party operators of automated vending machines. The Service (as defined below) is only available with respect to participating Merchants and Machines (as defined below) that use our designated devices and marked with the “Monyx vending machine app” logo.
- Age restriction. Children under the age of 13 may not use the Service in any way. If you are under the legal age of majority in your jurisdiction (normally 18 years), then you must obtain permission from your parent or legal guardian to use the Service and accept these Terms.
- Registration and user account. Use of the Service requires registration and submission of details regarding your Payment Method (as defined below). You must submit only true, accurate and complete details. You must maintain your Service login details in absolute confidentiality and notify us immediately if your account on the Service was compromised. In any event, you will not be entitled to any refund for unauthorized purchases made through your account on the Service.
- Loading prepaid money. You may load prepaid funds to your account, using one or more of our then-current supported Payment Methods. Payment Methods are processed through third parties, such as credit card service providers, pursuant to your contractual relations with them and may be subject to certain commissions that they, not the Company, charge you. By associating a Payment Methods to your account, you affirm that you are lawfully permitted to use the selected Payment Method and consent to have the selected Payment Method charged every time you choose to load prepaid funds. Upon the lapse of six (6) years from the date on which you loaded prepaid funds, you irrevocably relinquish and waive any rights in and to such funds, will not be able to use them for any purchase or obtain a refund for them.
- Paying with the Service. You are solely responsible to choose the products you wish to purchase and the Machine you wish to purchase at. You are not entitled to receive a refund from us, for any purchases you have made, but depending on applicable law, you may be entitled to cancel the purchase and seek a refund from the Merchant or your Payment Method provider.
- Some Merchants may charge you an additional commission or surcharge (as indicated on the Machine). We may charge commission if the Machine you are purchasing at charges at a different currency than the prepaid funds in your account. Merchants that offer loyalty programs do so strictly on their own behalf and under their sole responsibility, subject to own their terms and conditions. The Company is not a party and does not assume any responsibility or liability with respect to communications, dealings or purchase transactions you make with the Merchants through any Machine.
- License. Subject to these Terms, we hereby grant you a limited and restricted license to use the Service, in accordance with these Terms. At any time, we may start charging a fee for using the Service.
- Acceptable use of the Service. You may use the Service for your personal and non-commercial use only. You may not use the Service in any objectionable manner listed in our Terms.
- Account termination. You may terminate these Terms and your account by uninstalling the Application. Upon your termination, you waive any and all rights in and to all prepaid and unused funds remaining in your account and will not be entitled to any refund or

reimbursement. We may deny, limit, suspend, or terminate these Terms and your user account, in certain cases, such as if you violated these Terms or have abandoned your account for more than six (6) years since your last loading of prepaid funds.

Privacy. Our [Privacy Policy](#), which is incorporated to these Terms by reference, explains the privacy practices on the Service.

- Links and commercial information in the Service. The Service may contain various forms of ads or commercial information or content. These originate from third parties, and their inclusion in the Service does not constitute our recommendation or encouragement to procure the goods or services advertised.
- Intellectual property. All rights, title and interest in and to the Service, including patents, copyrights and other intellectual property rights and goodwill associated therewith, are owned by “Monyx vending machine app” Wallet Ltd, or its licensors.
- Changes in the service; discontinuation. We may, but are not obligated to, maintain the Service with periodic releases of bug fixes, updates or upgrades, or change the layout, design, scope, features or availability of the Service. You grant us your express consent to remotely send and automatically install on your mobile device, without any prior or additional notice, bug fixes, updates and upgrades. We may discontinue or terminate the operation of the Service, temporarily or permanently without any liability to you.
- Service support, availability and quality. The availability, quality and functionality of the Service depends on various factors, which are not fault or disruption free and do not necessarily provide the best possible throughput or quality of service. We may, but are not obligated to, offer technical support in any form that we may determine.
- Amendments to the Terms. From time to time, we may change the Terms, by posting an initial notification on the Service’s homepage or on any other relevant section of the Application. Your continued use of the Service after the changes have entered into effect, constitutes your acceptance of the amended Terms.
- Additional provisions. THE TERMS INCLUDE ADDITIONAL PROVISIONS THAT YOU SHOULD CAREFULLY READ, SUCH AS PROVISIONS REGARDING WARRANTY, LIMITED LIABILITY, INDEMNITY AND ASSIGNMENT.
- Application Marketplace. Because you downloaded the App from a third-party application marketplace or platform (such as Apple’s App Store or Facebook), other third party terms, restrictions and disclaimers apply.
- Governing Law & Jurisdiction. The Terms and any use of the Service are governed by the laws of United Kingdom and subject to the exclusive jurisdiction of the courts in London.
- Contact us. You may contact us through, support@monyx.com , 3 Gressenham Court, Aran Dr, Stanmore, HA7 4LZ, United Kingdom.

Introduction

Welcome to “Monyx vending machine app” – a cashless prepaid payment platform enabling consumers of various third party automated vending machines, to purchase products using our designated mobile application (the “Application”). The Application and its services will be jointly referred to as the “Service” or the “Services”.

The Service is owned and operated by “Monyx vending machine app” Wallet Ltd. (the “Company”, “we”, “us” or “our”). Please carefully read the following terms and conditions (the “Terms”, or the “Terms and Conditions”). By using or accessing the Service, or by registering as a user with the Service, you agree to be bound by the Terms. If you do not agree to the Terms, you may not use the Service in any way.

Use of the Application may be subject to additional terms and conditions that govern the use of mobile devices, such as the terms governing the use of Apple devices or Apple’s “App Store”, and the agreements governing your use of any Payment Method (as defined below). You bear

the sole and exclusive responsibility for complying with any such additionally applicable terms and conditions.

ABOUT THE SERVICE

The Service is a cashless prepaid payment platform enabling you to use the Application to purchase products from various participating third party operators of automated vending machines (the “Merchants” and the “Machines” respectively).

The Application offers a locator function which helps you find Machines closest to your location. This function is dependent on your wireless service, your mobile device’s GPS antenna coverage and the wireless coverage within the area in which you are located at that time.

The Service is only available with respect to participating Merchants and Machines that use our designated devices and marked with the “Monyx” logo.

Using the Service requires an online (Wi-Fi or cellular data) connection between your mobile device and the Internet. You are solely responsible for all costs and expenses of such connection, as specified in your subscriber plan or contract with your communication service provider (such as your cellular network operator).

AGE RESTRICTION

The Service is intended and permitted only for individuals 13 years of age or older. Children under the age of 13 may not use the Service in any way.

If you are under the legal age of majority in your jurisdiction (normally 18 years), then you must obtain permission from your parent or legal guardian to use the Service and accept these Terms.

By using, accessing or registering with the Service, you declare that you are 13 years of age or older. If you are between the age of 13 and 18, then you also declare that you have received your parent’s or legal guardian’s permission to use the Service and accept these Terms.

reserve the right to terminate an account, if we find that you are younger than the minimum age specified above. We may request additional information to confirm your age at any time.

REGISTRATION AND USER ACCOUNT

Use of the Service requires registration and creation of a personal Service account. You are prohibited from selling, assigning or transferring your account in any way, to any third party.

When you register with the Service, we will ask you to provide us with certain contact and personal details. We will also ask you to provide us with the necessary information of your Payment Method, to enable you to load prepaid funds to your Service account. You must submit only true, accurate and complete details. Bear in mind that false, incorrect or outdated information may prevent you from registering and impair our ability to provide you with our Services, and contact you.

We will explicitly indicate the fields for mandatory completion. If you do not enter the requisite data in these fields, you will not be able to register with the Service. We will only use your personal details in accordance with our Privacy Policy which is incorporated by reference to the Terms.

You must maintain your Service login details in absolute confidentiality and refrain from disclosing them to others. Make sure that you change your password frequently and at least once every three (3) months.

You are fully accountable for any outcome resulting from your failure to provide true, accurate and complete details in the course of the registration and for any use or misuse of your account on the Service as a result of conveying your details to someone else.

If you have reason to believe that your account on the Service has been compromised (such as if your mobile phone was lost, stolen, or misplaced), you must notify us immediately so that we may suspend your account in order to prevent unauthorized use of your funds. In any event, you will not be entitled to any refund for unauthorized purchases made through your account on the Service.

In case your mobile device was stolen, lost or damaged, you may transfer your Service account, and its existing balance, by downloading the Application to your new mobile device and entering your log-in information. The remaining funds (if any) in your Service account will be transferred to your new mobile device.

We reserve the right to request additional information to verify your identity, during the registration process, throughout your use of the Service, or when you submit requests related to your account on the Service. If you fail to provide us the requested information, we reserve the right to suspend or terminate your account, pursuant to these Terms.

LOADING PREPAID MONEY

As a registered user, the Application lets you load prepaid funds to your account on the Service, for your future use at Machines, subject to these Terms. You may load prepaid funds to your account, using one or more of our then-current supported payment methods (the "Payment Methods"), which presently include:

- Credit card or debit card charge.
- Transfer from PayPal account.
- Premium SMS Charge – only if supported by your cellular network operator, and in accordance with the subscriber plan or contract between you and your cellular network operator.
- Revalue – Loading prepaid funds to your account on the Service, by depositing cash in a Machine and selecting the Revalue feature.

We may, from time to time, and without specific notice to you, add additional Payments Methods, or cease to use previously supported Payment Methods. We also reserve the right to limit the amount of money that you may load to your account on the Service.

Payment Methods are processed and handled through relevant third parties, such as credit card service providers, cellular network operators and PayPal. Payments Methods are therefore subject not only to these Terms, but also the terms and conditions of such third parties, pursuant to your contractual relations with them. You acknowledge that the third parties processing the

Payment Method, may charge you commission for loading prepaid money to the Service, on their end of the transaction. The Company is not responsible for such commission, which is strictly within your contractual relations with the relevant Payment Method.

By associating one or more of the above Payment Methods with your Service account, during registration to the Service, or thereafter, you:

- Represent and warrant that you are lawfully permitted to use the selected Payment Method in connection with the Service;
- Give your consent to charge selected Payment Method every time you choose to load prepaid funds to your Service account.

You may withdraw your consent to charge the selected Payment Method, by removing the Payment Method details from your account on the Service.

We may require additional information from you before completing payment transactions.

You are not entitled to any interest or linkage differentials, for any funds available in your account on the Service. You are not entitled to receive any refund or reimbursement for any then-current prepaid funds available in your account on the Service, even if the prepaid funds remaining in your account are insufficient to cover the price of any purchasable product on any Machine.

Prepaid funds loaded to your account on the Service will be available for your use for a period of six (6) years from the date on which those funds were loaded. Upon the lapse of six (6) years from the date on which the funds were loaded, you irrevocably relinquish and waive any rights in and to such funds, and will not be able to use them for any purchase or obtain a refund for them.

PAYING WITH THE SERVICE

- The Service may be used for purchases only at participating Merchants and Machines that use our designated devices and bear the “Monyx” logo.
- You are solely responsible to choose the products you wish to purchase and the Machine you wish to purchase at. You must accurately follow the instructions provided to you by the Merchant, on and through the Machine.
- By selecting a product on a Machine, you agree to pay the price indicated on the Machine for that product. Payment is effectuated by deducting the amount indicated for the product, from your account on the Service. In case you do not have sufficient funds in your account to purchase a desired product, an alert will appear on the Application and in our designated device on the Machine. You will not be allowed to purchase a product if you don't have sufficient funds in your account on the Service. You are not entitled to be extended a credit, and may not expend funds in excess of your account balance.
- Some Merchants may charge you a commission or surcharge that may increase the price of the purchased product. Indication of such commission or surcharge will appear on the Machine's screen prior to the transaction.
- If applicable consumer protection laws give you the right to cancel your purchase and receive a refund, and you wish to exercise that right, you must contact the Merchant in order to do so. The Merchant, and not Monyx vending machine app Wallet Ltd is responsible for processing your cancellation and refunding you. If applicable rules relating to your chosen Payment Method give you the right to cancel the charge debited to your Payment Method, and you wish to exercise that right, you must contact the relevant Payment Method provider in order to do so. The Payment Method, and not Monyx vending machine app Wallet Ltd is responsible for processing your cancellation and refunding you.

- You are not entitled to receive a refund from us, for purchases made through your account on the Service.
- If the Machine you are purchasing from charges at a different currency than the prepaid funds in your Service account, we will charge you an exchange commission at the rates indicated in our then-current Commission Table , incorporated to these Terms by reference. We may, from time to time, and without specific notice to you, change our Commission Table. The latest version of our Commission Table will always be accessible on our website, at www.monyx.com
- You acknowledge and agree that our offering the Service in connection with the Merchants and the Machines does not constitute a recommendation by the Company of any Merchant, Machine or product or service offered by them, or encouragement to purchase any product or service offered by any Merchant or on any Machine.
- We reserve the right to limit the funds that you may use for purchases in a given time period, on a given Machine or with a given Merchant.
- Some Merchants may choose to offer customer loyalty programs. These loyalty programs may be linked to your Service account. Any such loyalty programs and the rewards associated with them are offered by the Merchants alone (and not by the Company), and subject to their terms and conditions. Should you have questions about any Merchant loyalty program, contact the relevant Merchant directly. You acknowledge and agree that rewards (if any) associated with Merchants' loyalty programs, have no monetary value on the Service and are not redeemable for cash or cash equivalent through the Service. You acknowledge and agree that Merchants may choose to discontinue their loyalty program(s) at any time.
- In any case of a damaged product or where the product was not dispensed by the Machine after the completion of the purchase process, you must contact the Merchant directly. The Company is not responsible for products that were not vended, or not correctly vended, through the Machine, and you are not entitled to any refund from the Company in connection with any product not vended, or not correctly vended, through a Machine.
- The Merchants bear full and sole responsibility with respect to the Machines and their respective products, including without limitation in respect of product liability or consumer protection claims. Any communications, dealings or purchase transactions that you make through the Machines, or with Merchants, are made strictly between you and such Merchants. The Company is not a party and does not assume any responsibility or liability with respect to such communications, dealings or purchase transactions. You hereby release and agree to hold harmless the Company and the Staff, from any and all causes of action and claims of any nature resulting from your activities and communications on and through the Service.
- Be noted that a minimum amount would apply for any transaction based on currency and payment method.

LICENSE

Subject to these Terms, we hereby grant you a worldwide, limited, revocable, non-exclusive, personal, non-sub-licensable, non-transferable, non-assignable right and license, until the termination or expiration of these Terms or the termination of your Service account, to download and install the Application on a mobile device owned or controlled by you, and use the Service through the Application in accordance with these Terms.

Subject to any fees or commissions that we may charge you for your use of the Service and to the other provisions of these Terms, the license to download and install the Application, and use the Service, is granted to you free-of-charge. We may, however, at any time, start charging a fee for your download, install, or use of the Service or any of its features. In such a case, we will notify you beforehand and seek your consent to those charges. If you do not consent to such fees

and charges, we may block your access to the Service, delete your account, and terminate these Terms.

ACCEPTABLE USE OF THE SERVICE

The following clauses define the acceptable use of the Service. Subject to the Terms, you may use the Service, for your personal and non-commercial purposes only.

You agree to abide by all applicable laws, regulations and rules and any usage guidelines that we may convey from time to time. You further agree that you are solely responsible for all acts or omissions associated with your access and use of the Service and the access and use of the Service by anyone on your behalf.

When using the Service, you agree to refrain from willfully, or negligently –

- Breaching the Terms or any other applicable rules and instructions that we may convey with respect to the use of the Service and any part thereof;
- Interfering with, burdening or disrupting the functionality of the Service;
- Breaching the security of the Application or identifying any security vulnerabilities in it;
- Circumventing or manipulating the operation or functionality of the Service, or attempting to enable features or functionalities that are otherwise disabled, inaccessible or undocumented in the Service;
- Sending automated or machine generated queries;
- Using robots, crawlers and similar applications to collect and compile content or information from the Service or send data to the Service including for the purposes of competing with the Service, or in such ways that may impair or disrupt the Service's functionality;
- Impersonating any person or entity, or making any false statement pertaining to your identity, employment, agency or affiliation with any person or entity;
- Collecting or processing personal information regarding the Service's users;
- Violating any applicable local, state, national or international law, statute, ordinance, rule or regulation;

You may not use to Service for purchases, transactions, or for the commission of activities, that may be considered, may constitute, or may encourage conduct that would constitute, a criminal offense, give rise to civil liability or otherwise violate any applicable law. You may not use the Service to purchase any restricted or unlawful products or services, including counterfeit products, illegal drugs and copyright-infringing, pirated content or products or services associated with pyramid schemes.

WE MAY EMPLOY TECHNOLOGICAL MEASURES TO DETECT AND PREVENT FRAUDULENT OR ABUSIVE USE OF THE SERVICE. WE MAY SUSPEND OR TERMINATE YOUR ACCOUNT, OR BLOCK YOUR ACCESS TO AND USE OF THE SERVICE, WITHOUT PRIOR NOTICE AND AT OUR SOLE DISCRETION, IF WE BELIEVE THAT YOU ARE USING THE SERVICE FRAUDULENTLY OR ABUSIVELY.

ACCOUNT TERMINATION

You may terminate these Terms and your account on the Service at any time, by uninstalling the Application from all mobile devices in your possession or control. You agree and acknowledge that upon your termination of your account on the Service and these Terms, you irrevocably

waive any and all rights in and to all prepaid and unused funds remaining in your account on the Service. You will not be entitled to any refund or reimbursement of such remaining funds.

In addition to any remedies that may be available to us under any applicable law, we may temporarily or permanently deny, limit, suspend, or terminate these Terms and your user account, prohibit you from accessing the Service, and take technical and legal measures to keep you off the Service, if the Company in its sole discretion determines that –

1. You have abused your rights to use the Service;
2. You have breached the Terms or have failed to comply with our reasonable requests for information regarding your identity;
3. You performed any act or omission that violates any applicable law, rules, or regulations;
4. You performed any act or omission which is harmful or likely to be harmful to the Company, or any other third party, including other users and providers of the Service;
5. You of the Service to perform an illegal act, or for the purpose of enabling, facilitating, assisting or inducing the performance of such an act;
6. You have abandoned your account for more than six years since your last loading of prepaid funds;
7. You deliberately submitted false information;
8. You conveyed your password or Service account details to another person or entity; or,
9. You are in debt to us.

Upon termination of these Terms or your account, for any reason:

1. Your right to use the Service terminates and you must immediately cease using the Service and uninstall the Application from all mobile devices in your possession or control;
2. We reserve the right (but have no obligation) to delete all of your information and account data stored on our servers; and
3. We will not be liable to you or any third party for termination of access to the Service or for deletion of your information or account data.

The following sections shall survive any termination, or expiration of the Terms: Account termination, Privacy, Intellectual property, Limitation of liability, Indemnification, Application Marketplace, Governing Law & Jurisdiction, General.

PRIVACY

We respect your privacy. Our Privacy Policy, which is incorporated to these Terms by reference, explains our practices with respect to the collection and processing of data in connection with the Application and the Service.

LINKS AND COMMERCIAL INFORMATION IN THE SERVICE

The Company may incorporate in the Service advertisements and/or information of commercial nature. The source of such information may originate from the Company, the Merchants or other third parties. If such information originates from the Merchants or other third parties, the Company cannot guarantee its reliability or accuracy. You acknowledge that the advertising of commercial content by the Company does not constitute a recommendation or encouragement by the Company to procure the goods or services advertised. The Company may allow advertisers to use the Service to conduct surveys and/or approach the Service's users with questions of commercial nature.

The Service may contain links to content published on other websites, applications or external sources, provided by third parties. We do not operate, or monitor these websites and content. You may find them or the information and content posted therein not compatible with your requirements, or you may object to their content, or find such content to be annoying, improper, unlawful or immoral. By linking to a certain website or content, we do not endorse, or sponsor its content, or confirm its accuracy, credibility, authenticity, reliability, validity, integrity, or legality. We assume no responsibility or liability for such third party websites or content, or their availability.

INTELLECTUAL PROPERTY

All rights, title and interest in and to the Service, including, without limitation, patents, copyrights, trademarks, trade names, service marks, trade secrets and other intellectual property rights, and any goodwill associated therewith, are owned by, or licensed to the Company.

You may not copy, distribute, display or perform publicly, sublicense, decompile, disassemble, reduce to human readable form, execute publicly, make available to the public, adapt, make commercial use, process, compile, translate, sell, lend, rent, reverse engineer, combine with other software, modify or create derivative works of any of the Service, its content, or any part thereof, either by yourself or by a third party on your behalf, in any way or by any means, including, but not limited to electronic, mechanical or optical means, without prior written authorization from the Company.

You may not adapt or use otherwise any name, mark or logo that is identical, or confusingly similar to the trademarks, services marks and logos of the Company and other providers of the Service. You must refrain from any action or omission which may dilute, or tarnish our goodwill.

CHANGES IN THE SERVICE & DISCONTINUATION

We may, but are not obligated to, maintain the Service with periodic releases of bug fixes, code updates or upgrades. We will determine, at our discretion, the frequency and scope of such releases and you will have no plea, claim or demand against us or our Staff, for any of these releases or the lack thereof.

You grant us your express consent to remotely send and automatically install on your mobile device, without any prior or additional notice, updates, upgrades, code modifications, enhancements, bug fixes, improvements and any other form of code or settings changes in or to the Application, which, among other things, may change the Application's settings, layout, design or display.

We may also, at any time and without prior notice, change the layout, design, scope, features or availability of the Service.

Such changes, by their nature, may cause inconvenience or even malfunctions. **YOU AGREE AND ACKNOWLEDGE THAT WE DO NOT ASSUME ANY RESPONSIBILITY WITH RESPECT TO, OR IN CONNECTION WITH THE INTRODUCTION OF SUCH CHANGES OR FROM ANY MALFUNCTIONS OR FAILURES THAT MAY RESULT THEREFROM.**

We may, at any time, at our sole discretion, discontinue or terminate the operation of the Service, or any part thereof, temporarily or permanently, for all users, or for certain users, without any liability to you. We may also suspend the provision of the Service, in whole, or in part, for all

users, or for certain users, for periodic maintenance or similar purposes, without any liability to you. Your only resource, in each of these events, is to terminate these Terms.

SERVICE SUPPORT, AVAILABILITY AND QUALITY

We may, but are not obligated to, offer technical support in connection with your use of the Service, in the format, frequency, scope and scheme that we, at our sole discretion, determine from time to time. You will have no plea, claim or demand against us or our Staff in any matter related to our provision of technical support, or for the lack thereof.

The availability, quality and functionality of the Service depends on various factors, including software, hardware, communication networks and quality of cellular network connectivity, which are provided by third parties, at their responsibility. These factors are not fault-free and do not necessarily provide the best possible throughput or quality of service. WE DO NOT WARRANT THAT THE SERVICE WILL OPERATE WITHOUT DISRUPTION, ERRORS OR INTERRUPTIONS, THAT IT WILL PROVIDE GOOD VIDEO QUALITY, OR THAT IT WILL BE ACCESSIBLE, OR AVAILABLE AT ALL TIMES OR IMMUNE FROM ERRORS, GLITCHES OR UNAUTHORIZED ACCESS.

AMENDMENTS TO THE TERMS

From time to time, we may change the Terms. Substantial changes will take effect 30 days after the Company has posted an initial notification on the Service's homepage or on any other relevant section of the Application, with respect to such changes. Other changes will take effect 7 days after their initial posting on the Service, unless we amend the Terms to comply with legal requirements. In such cases, the amendments will become effective immediately upon their initial posting, or as required.

Your continued use of the Service after the changes have entered into effect, constitutes your acceptance of the amended Terms and all documents, forms and policies incorporated thereto.

DISCLAIMER OF WARRANTY

THE COMPANY PROVIDES THE SERVICE FOR USE ON AN "AS IS" AND "AS AVAILABLE" BASIS. THEY CANNOT BE CUSTOMIZED TO FULFILL THE NEEDS OF EACH AND EVERY USER. WE DISCLAIM ALL WARRANTIES AND REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, QUALITY, NON-INFRINGEMENT, TITLE, COMPATIBILITY, PERFORMANCE, SECURITY OR ACCURACY. WE DO NOT WARRANT THAT THE SERVICE WILL OPERATE IN AN UNINTERRUPTED OR ERROR-FREE MANNER, OR THAT IT WILL ALWAYS BE AVAILABLE OR FREE FROM ALL HARMFUL COMPONENTS. YOU AGREE AND ACKNOWLEDGE THAT THE USE OF THE SERVICE IS ENTIRELY, OR AT THE MAXIMUM PERMITTED BY THE APPLICABLE LAW, AT YOUR OWN RISK.

LIMITATION OF LIABILITY

THE COMPANY AND ITS STAFF, WILL NOT BE LIABLE TO THE MAXIMUM EXTENT PERMITTED BY THE APPLICABLE LAW, FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGE, OR ANY OTHER DAMAGE, AND LOSS (INCLUDING LOSS OF

PROFIT AND LOSS OF DATA), COSTS, EXPENSES AND PAYMENTS, EITHER IN TORT, CONTRACTUAL, OR IN ANY OTHER FORM OF LIABILITY, ARISING FROM, OR IN CONNECTION WITH THE USE OF, OR THE INABILITY TO USE THE SERVICE OR ANY OF THE SERVICES THEREIN, OR FROM ANY FAILURE, ERROR, OR BREAKDOWN IN THE FUNCTION OF THE SERVICE, OR FROM ANY FAULT, OR ERROR MADE BY OUR STAFF OR ANYONE ACTING ON ITS BEHALF, OR FROM YOUR RELIANCE ON THE SERVICE, OR FROM ANY TRANSACTIONS MADE WITH THE MERCHANTS, OR FROM ANY DENIAL OR CANCELLATION OF YOUR USER ACCOUNT, OR FROM RETENTION, DELETION, DISCLOSURE AND ANY OTHER USE OR LOSS OF YOUR DATA ON THE SERVICE. IN ANY EVENT, YOUR SOLE REMEDY FOR DIRECT DAMAGES WILL BE LIMITED TO THE AMOUNT OF COMMISSIONS THE COMPANY CHARGED YOU FOR, DURING THE SIX MONTHS PRECEDING THE EVENT PURPORTEDLY GIVING RISE TO THE DAMAGE.

INDEMNIFICATION

To the maximum extent permitted by law, you agree to indemnify, defend and hold harmless, the Company and its Staff, at your own expense and immediately after receiving a written notice thereof, from and against any damages, loss, costs and expenses, including attorney's fees and legal expenses, resulting from any plea, claim, or demand, arising from, or in connection with your use of the Service, your breach of the Terms, any other terms, rules or regulations applicable to the Service, your violation, or infringement of any other person's rights, or your activities, transactions and communications on or through the Service.

APPLICATION MARKETPLACE

The following terms apply if you downloaded the Application from Apple's App Store. You and the Company agree and acknowledge as follows:

These Terms are concluded between yourself and the Company, and not with Apple Inc. ("Apple"). Apple is not responsible for the Application. In the event of a conflict between these Terms and the "Usage Rules" established by Apple and its principals (as this term is defined in the App Store Terms and Conditions) or the App Store Terms and Conditions, the Usage Rules or the App Store Terms and Conditions will prevail. If any provision of these Terms is less restrictive than the corresponding provision of the Usage Rules or the App Store Terms and Conditions, the Usage Rules or the App Store Terms and Conditions will prevail.

You may use the Application on an iPhone or an iPad that you own or control. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Application.

Apple is not responsible for addressing any claims by you or any third party relating to the Application or your possession and/or use of the Application, including (i) product liability claims, (ii) any claim that the Application fails to conform to any applicable legal or regulatory requirement, and (iii) claims arising under consumer protection or similar legislation.

In the event of any third party claim that the Application, or your possession and use of the Application infringes that third party's IP Rights, Apple will not be responsible for the investigation, defense, settlement and discharge of any such infringement claim.

Apple and Apple's subsidiaries are third party beneficiaries of these Terms. Upon Your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the

right) to enforce these Terms against you as a third-party beneficiary thereof. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) You are not listed on any U.S. Government list of prohibited or restricted parties.

If you downloaded the Application from a different application marketplace, other third parties may be beneficiaries of these Terms, pursuant to those marketplace’s terms. Such other third parties are not responsible for providing maintenance and support services with respect to the Application.

GOVERNING LAW & JURISDICTION

Regardless of your place of residence or where you access or use the Service from, these Terms and your use of the Service will be governed by and construed in accordance with the laws of United Kingdom, excluding any otherwise applicable rules of conflict of laws, which would result in the application of the laws of a jurisdiction other than United Kingdom.

The competent courts located in the London district will have exclusive and sole jurisdiction over any dispute, claim or controversy arising from, or in connection with, the Service and its use, and with respect to any matter relating to the validity, applicability, performance or interpretation of these Terms. You and the Company, each hereby expressly consents to personal jurisdiction in United Kingdom and expressly waive any right to object to such personal jurisdiction or the non-convenience of such forum.

Notwithstanding the foregoing, any claim by the Company against you pursuant to the indemnity clauses of these Terms, may be brought in the court in which the third party claim that is the subject of the indemnity, has been lodged against the Company.

GENERAL

These Terms constitute the entire agreement between you and us concerning the subject matter herein, and supersede all prior and contemporaneous negotiations and oral representations, agreements and statements.

No waiver, concession, extension, representation, alteration, addition or derogation from the Terms by the Company, or pursuant to the Terms, will be effective unless consented to explicitly and executed in writing by the Company’s authorized representative.

Failure on the Company’s part to demand performance of any provision in the Terms shall not constitute a waiver of any of our rights under the Terms.

NO ASSIGNMENT

You may not assign or transfer your rights and obligations under the Terms without our prior written consent, which consent shall not be unreasonably withheld. Any attempted or actual assignment by you, without our prior consent, shall be null and void. Notwithstanding the provisions of the Assignment of Obligations Law, we may assign these Terms in their entirety, including all right, duties, liabilities and obligations therein, upon notice to you and without obtaining your further specific consent, to a third-party, upon a merger, acquisition, change of control or the sale of all or substantially all of its equity or assets relating to the Agreement. By

virtue of such assignment, the assignee assumes our stead, including all right, duties, liabilities and obligations.

INTERPRETATION

The section headings in the Terms are included for convenience only and shall take no part in the interpretation or construing of the Terms. "Including", whether capitalized or not, means without limitation.

SEVERABILITY

If any provision of the Terms is held to be illegal, invalid, or unenforceable by a competent court, then the provision shall be performed and enforced to the maximum extent permitted by law, and the remaining provisions of the Terms shall continue to remain in full force and effect.

CONTACT US

At any time, you may contact us with any question, or comments that you may have with respect to the Service, at: "Monyx vending machine app" Wallet Ltd., support@monyx.com , Address: 3 Gressenham Court, Aran Dr, Stanmore, HA7 4LZ, United Kingdom