



ONE FROM ME

Downloading, Registering For and Using One From Me

Terms of Use

Welcome to One From Me (the "**Service**"). One From Me allows the purchase of a code that is redeemable for a standard drink at a participating licensed venue. A purchased code may be sent to another family member, friend or colleague with a personalised message (including text, picture and video files), or if purchased from an affiliate partner, may be redeemed by the purchaser. The Service is operated by Loyalty Network Ltd incorporated in England with company registration number **08300367** ("**we**", "**us**" or "**our**") who is the owner and operator of www.onefromme.com (the "**One From Me website**") and the One From Me applications, software and platform.

These terms of use ("**Terms of Use**"), together with our Privacy Policy, govern your access to, and use of, the Service. By accessing or using the Service (including any applications or mobile application) made available by us, you agree to be bound by these Terms of Use and the Privacy Policy.

If you do not agree to be bound by these Terms of Use and/or the Privacy Policy, do not access or use the Service. If you access and/or use the Service you will be deemed to have accepted these Terms of Use and the Privacy Policy.

We may modify or update these Terms of Use from time to time. We therefore recommend that you review it periodically. We may provide you additional forms of notice of modifications or updates where we consider this appropriate under the circumstances. Your continued use of the Service after any modification to these Terms of Use will constitute your acceptance of the updated Terms of Use.

1. YOUR ACCOUNT

- 1.1 You represent that all information you provide or provided to us upon registration and at all other times will be true, accurate, current and complete and you agree to update your information as necessary to maintain its truth and accuracy.
- 1.2 You are solely responsible for keeping your password confidential and secure. You are responsible for any activity that occurs through your account and you agree you will not sell, transfer, license or assign your account, followers, username, or any account rights.





ONE FROM ME

- 1.3 We reserve the right to remove, exchange or surrender your username for any reason at any time.
- 1.4 The Service provides you with the capability to create, share and post data, text, files, information, usernames, images, graphics, photos, profiles, audio and video clips, sounds, narration, musical works, works of authorship, applications, links and other content or material to create a "One From Me", comment, question and other material or information (any such "One From Me", comments, questions, materials or information and the constituent elements thereof being "**Content**").
- 1.5 You are solely responsible for your conduct and the Content that you provide, share, submit, post or display on or through the Service. We have no liability for in relation to your use of the Service.

2. USE OF ONE FROM ME

- 2.1 We hereby grant to you a non-exclusive, non-transferable, revocable licence to use the Service solely in accordance with these Terms of Use.
- 2.2 We may remove or suspend access to the Service at any time for any reason.
- 2.3 We reserve the right to refuse access to the Service to anyone for any reason at any time.
- 2.4 You are solely responsible for your interaction with other users of the Service, whether online or offline. You agree that we are not responsible or liable for the conduct of any user.
- 2.5 You should exercise common sense and your best judgment when interacting with others, including when you send a gift, upload content, write messages or add any information or images/videos that others will see or access. This includes all content or any personal or other information. We reserve the right, but have no obligation, to monitor or become involved in disputes between you and other users.
- 2.6 You agree that you are responsible for all data charges you incur through use of the Service.
- 2.7 Your access to the Service may occasionally be suspended or restricted. This may be done, for example, to allow for repairs, maintenance or the introduction of new facilities or services. We accept no liability if the Service is unavailable for any reason.
- 2.8 The views expressed in any communications made by a user are the views of the user and not ours unless we specify otherwise. In particular, but without limitation to the above, we are not responsible





ONE FROM ME

for, and disclaim all liability in respect of, any comments, views or remarks expressed in any communications made by users.

- 2.9 You agree to comply with all laws, rules and regulations applicable to your use of the Service and your Content.
- 2.10 If you correspond with other users or third parties found through the Service you do so at your own risk. Such correspondence and/or dealings are solely between you and the third party.
- 2.11 If you are using the Service on behalf of a legal entity, you represent that you are authorised to enter into an agreement on behalf of that legal entity.

3. RESTRICTIONS ON USE

3.1 You must not:

- a) post violent, nude, partially nude, offensively naked, discriminatory, unlawful, infringing, hateful, pornographic or sexually suggestive Content via the Service;
- b) post dad jokes, or other painful attempts at humour
- c) solicit, collect or use the login credentials of other users;
- d) use the Service to defame, intimidate, threaten or impersonate people or entities and you must not post private or confidential information on or through the Service;
- e) use the Service for any illegal or unauthorised purpose;
- f) change, modify, adapt or alter the Service or change, modify or alter another website so as to falsely imply that it is associated with the Service;
- g) with the exception of people or businesses that are expressly authorised to create accounts on behalf of their employers or clients, create an account for anyone other than yourself;
- h) create or submit unwanted email, comments, likes or other forms of communications to any users;
- i) interfere or disrupt the Service or servers or networks which are used by the Service, including by transmitting any worms, viruses, spyware, malware or any other code of a destructive or disruptive nature;
- j) use or launch any automated system, including without limitation, "robots," "spiders," "offline readers," etc. or "load testers" such as wget, apache bench, mswebstress, httpload, blitz, Xcode Automator, Android Monkey, etc., that accesses the Service in a manner that sends more request messages to the One From Me servers in a given period of time than a human can reasonably





ONE FROM ME

produce in the same period by using a One From Me application, and you are forbidden from ripping the content unless permission has been given by a Loyalty Network Director in writing.

- k) create accounts with the Service through unauthorised means, including but not limited to, by using an automated device, script, bot, spider, crawler or scraper;
 - l) attempt to restrict another user from using or enjoying the Service or encourage or facilitate violations of these Terms of Use or any other terms referred to in these Terms of Use; or
 - m) use domain names or web URLs in your username without our prior written consent.
- 3.2 We prohibit crawling, scraping, caching or otherwise accessing any content on the Service via automated means, including but not limited to, user profiles and photos (except as may be the result of standard search engine protocols or technologies used by a search engine with our express consent in writing).
- 3.3 You must not access our private API by means other than those permitted by us.

4. MODIFICATION AND/OR TERMINATION

- 4.1 If you breach these Terms of Use we reserve the right to terminate your account and delete your Content.
- 4.2 We reserve the right to modify or terminate all or part of the Service, or your access to the Service, for any reason, without notice, at any time, and without liability to you.
- 4.3 You can deactivate your account by sending us a quick email or giving us a phone call.
- 4.4 If we terminate your access to the Service or you deactivate your account as per above, your audio files, photos, comments, likes, friendships, and all other data will no longer be accessible through your account (e.g., users will not be able to navigate to your username and view your Content), but those materials and data may persist and appear within the Service (e.g., if your Content has been reshared by others); we will however use reasonable efforts to remove this Content).
- 4.5 Upon termination of your right to access the Service, all licenses and other rights granted to you in these Terms of Use will immediately cease.

5. THIRD PARTY SITES AND SERVICES





ONE FROM ME

- 5.1 When using the Service you may be able to access content from the Apple iTunes store. Your access to the iTunes store and your use of that service is governed by the [iTunes terms and conditions](http://www.apple.com/legal/internet-services/itunes/ww/) (<http://www.apple.com/legal/internet-services/itunes/ww/>)
- 5.2 There may be links from the Service, or from communications you receive from the Service, to third-party web sites or features. There may also be links to third-party web sites or features in images or comments within the Service. The Service also includes third-party content that we do not control, maintain or endorse. Functionality on the Service may also permit interactions between the Service and a third-party web site or feature, including applications that connect the Service or your profile on the Service with a third-party web site or feature. Using functionality of this type often requires you to login to your account on the third-party service and you do so at your own risk. We do not control any of these third-party web services or any of their content. Third-party web services will have their own terms of use and privacy policies and we recommend that you review these. You expressly acknowledge and agree that we are not responsible or liable for any such third-party services or features.
- 5.3 You may choose, at your sole and absolute discretion and risk, to use applications that connect the Service or your profile on the Service with a third-party service (each, an "**Application**") and such Application may interact with, connect to or gather and/or pull information from and to your profile. By using such Applications, you acknowledge and agree that: (i) if you use an Application to share information, you are consenting to information about your profile on the Service being shared; (ii) your use of an Application may cause personally identifying information to be publicly disclosed and/or associated with you, even if we have not provided such information; and (iii) your use of an Application is at your own option and risk, and you will hold us harmless for activity related to the Application.

6. CONTENT AND INTELLECTUAL PROPERTY RIGHTS

- 6.1 We do not claim ownership of any Content that you post on or through the Service. Instead, you grant to us a non-exclusive, perpetual, royalty free, transferable, assignable, sub-licensable, worldwide licence to use the Content that you post on or through the Service. We will never sell your Content, but may use it to promote the service or to allow you to connect better with other users.
- 6.2 You represent and warrant that:





ONE FROM ME

- (i) you own the Content posted by you on or through the Service or otherwise have the right to grant the rights and licenses set forth in these Terms of Use; and
 - (ii) the posting and use of your Content on or through the Service does not infringe the rights of any third party, including, without limitation, intellectual property rights.
- 6.3 You may not use the Service for commercial purposes unless you are the copyright holder or you have obtained all necessary rights and licenses to use all images, musical works, sound recordings, narrations, and other materials that make up your Content for commercial purposes.
- 6.4 The Service contains content owned or licensed by us ("**Our Content**"). Our Content is protected by intellectual property laws and other laws, and, as between you and us, we own and retain all rights in Our Content (and in the Service itself). You will not remove, alter or conceal any copyright, trade mark, service mark or other proprietary rights notices incorporated in or accompanying Our Content and you will not reproduce, modify, adapt, prepare derivative works based on, perform, display, publish, distribute, transmit, broadcast, sell, license or otherwise exploit Our Content.
- 6.5 The "One From Me" name, brand, logo and all distinguishing artwork are copyrighted and the trade mark is owned by us, and may not be copied, imitated or used, in whole or in part, without our prior written permission. In addition, all logos, page headers, custom graphics, button icons and scripts are our service marks, trade marks and/or get-up, and may not be copied, imitated or used, in whole or in part, without our prior written permission.
- 6.6 We reserve the right to remove any Content from the Service for any reason, without prior notice. Content removed from the Service may continue to be stored by us, including, without limitation, in order to comply with certain legal obligations, but may not be retrievable by you. Consequently, we encourage you to maintain your own backup of your Content. The Service is not a backup service and you agree that you will not rely on the Service for the purposes of Content backup or storage. We will not be liable to you for any modification, suspension, or discontinuation of the Service, or the loss of any Content. You also acknowledge that the Internet may be subject to breaches of security and that the submission of Content or other information may not be secure.
- 6.7 You agree that we are not responsible for, and do not endorse, content posted within the Service. We do not have any obligation to





ONE FROM ME

pre-screen, monitor, edit, or remove any content. If your Content violates these Terms of Use, you agree to take full responsibility for that Content.

- 6.8 Except as otherwise described in our Privacy Policy, below, as between you and us, any Content will be non-confidential and non-proprietary and we will not be liable for any use or disclosure of Content. You acknowledge and agree that your relationship with us is not a confidential, fiduciary, or other type of special relationship, and that your decision to submit any Content does not place us in a position that is any different from the position held by members of the general public, including with regard to your Content. None of your Content will be subject to any obligation of confidence on our part and we will not be liable for any use or disclosure of any Content you provide.
- 6.9 It is our policy not to accept or consider content, information, ideas, suggestions or other materials other than those we have specifically requested and to which certain specific terms, conditions and requirements may apply. This is to avoid any misunderstandings if your ideas are similar to those we have developed or are developing independently. Accordingly, we do not accept unsolicited materials or ideas, and take no responsibility for any materials or ideas so transmitted. If, despite our policy, you choose to send us content, information, ideas, suggestions, or other materials, you further agree that we are free to use any such content, information, ideas, suggestions or other materials, for any purposes whatsoever, including, without limitation, developing and marketing products and services, without any liability or payment of any kind to you.
- 6.10 The Service may be supported by advertising revenue and may display advertisements and promotions, and you hereby agree that we may place such advertising and promotions on the Service or on, about, or in conjunction with your Content. The manner, mode and extent of such advertising and promotions are subject to change without specific notice to you.

7. REPORTING CONTENT

- 7.1 We respect other people's rights, and expect you to do the same. If you would like to report any content which you believe is in breach of these Terms of Use, please email us at contact@onefromme.com.
- 7.2 We may, but have no obligation to, remove, edit, block, and/or monitor Content or accounts containing content that we determine in our sole discretion violates these Terms of Use. We reserve the right





ONE FROM ME

to disable your account, revoke or exchange your username and/or delete your Content.

8. Terms and Conditions of Sale/Use of OFM Codes.

- 8.1 OFM codes are purchased at a fixed price, as displayed on the website from time to time, or as agreed with specific corporate customers. OFM codes are not provided on a sale or return basis. Once codes have been purchased via the applications, website or by email order they are non-returnable.
- 8.2 **OFM Code Validity and Expiry.** OFM Codes will be valid from date of receipt, and will no longer carry any value 12 months after being validated in the OFM applications, or as agreed with specific corporate customers.
- 8.3 **Lost/Stolen Codes.** Any client will alert the company immediately of any claims regarding non-receipt or theft of OFM codes. If codes have been lost or stolen after being activated, the Client assumes all responsibility for them and no codes will be replaced. As soon as the Client notifies TLN of any loss, TLN will use its best endeavours to invalidate those OFM Codes identified as stolen/lost and replace any un-activated OFM Codes like for like at no further cost to the Client. The recipient, consumer or end-user of the code assumes all responsibility and no OFM Codes will be replaced in the event of loss, however OFM will do its best to ensure un-activated codes are replaced at no extra cost.
- 8.4 **Use of Codes.** A single user can redeem no more than 5 OFM codes in a 24-hour period. A code can be used for any standard pint of lager, pint of cider on draught, bottle of standard beer or cider, a 175 ml glass of house wine, a single house spirit and mixer or a non-alcoholic alternative, up to a value of GBP £5.00. Users must abide by any premises rules, drinkaware guidelines and legal limitations on age and consumption of alcohol.

9. NO WARRANTIES AND LIMITATION OF LIABILITY

- 9.1 The Service, including, without limitation, Our Content, is provided on an "as is", "as available" and "with all faults" basis. To the fullest extent permissible by law, we do not make any representations or





ONE FROM ME

warranties or endorsements of any kind whatsoever, express or implied, as to:

- (a) the Service;
- (b) Our Content;
- (c) the content submitted by others users; or
- (d) security associated with the transmission of information to us or via the Service.

9.2 To the extent permitted by law, we hereby disclaim all warranties, express or implied, including, but not limited to, the warranties of merchantability, fitness for a particular purpose, non-infringement, title, custom, trade, quiet enjoyment, system integration and freedom from computer virus.

9.3 To the extent permitted by law, we do not represent or warrant that the Service will be error-free or uninterrupted; that defects will be corrected; or that the Service or the server that makes the Service available is free from any harmful components, including, without limitation, viruses. To the extent permitted by law, we do not make any representations or warranties that the information (including any instructions) on the Service is accurate, complete, or useful. You acknowledge that your use of the Service is at your sole risk. We do not warrant that your use of the Service is lawful in any particular jurisdiction, and we specifically disclaim such warranties.

9.4 You understand and agree that we cannot and will not be responsible for the Content posted on the Service and you use the Service at your own risk.

9.5 By accessing or using the Service you represent and warrant that your activities are lawful in every jurisdiction where you access or use the Service.

9.6 Under no circumstances will we be liable to you for any for any:

- (a) indirect, incidental or consequential losses or damages; or
- (b) any loss of profits, loss of business, loss of goodwill, loss of or damage to data, work stoppage, inaccuracy of results, or computer failure or malfunction (in each case whether direct, indirect, incidental or consequential), if foreseeable or even if we have been advised of or should have known of the possibility of such damages, whether in an action of contract, negligence, strict liability or tort.

9.7 In no event will our total liability to you for all damages, losses or causes or action exceed fifty British pounds (£50.00).

9.8 Notwithstanding anything to the contrary in these Terms of Use, nothing limits or excludes our liability to you in respect of (i) our fraud





ONE FROM ME

and/or fraudulent misrepresentation; (ii) death or personal injury resulting from our negligence; and (iii) any other liability which cannot be excluded or limited at law.

- 9.9 We are not liable for any loss which you suffer which is caused by anything which is outside our reasonable control.
- 9.10 You acknowledge that we are not responsible for the actions, content, information, or data of third parties.

10. INDEMNIFICATION

- 10.1 You (and also any third party for whom you operate an account or activity on the Service) agree to defend (at our request), indemnify and hold us harmless from and against any claims, liabilities, damages, losses, and expenses, including without limitation, reasonable legal fees and costs, arising out of or in any way connected with any of the following (including as a result of your direct activities on the Service or those conducted on your behalf): (i) your Content or your access to or use of the Service; (ii) your breach or alleged breach of these Terms of Use; (iii) your violation of any third-party right, including without limitation, any intellectual property right; (iv) your violation of any laws, rules, regulations, codes, statutes, ordinances or orders of any governmental and quasi-governmental authorities, including, without limitation, all regulatory, administrative and legislative authorities; or (v) any misrepresentation made by you. You will cooperate as fully as required by us in the defence of any claim. We reserve the right to assume the exclusive defence and control of any matter subject to indemnification by you, and you will not in any event settle any claim without our prior written consent.

11. TIME LIMITATION ON CLAIMS

- 11.1 You agree that any claim you may have arising out of or related to your relationship with us must be issued within one year after such claim arose. If you do not bring your claim within such time period then your claim is permanently barred.

12. GOVERNING LAW & JURISDICTION

- 12.1 These Terms of Use are governed by and construed in accordance with the laws of England and Wales and you submit to the exclusive jurisdiction of the English courts.

13. TERRITORIAL RESTRICTIONS





ONE FROM ME

- 13.1 The information provided within the Service is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. We reserve the right to limit the availability of the Service or any portion of the Service, to any person, geographic area, or jurisdiction, at any time and in our sole discretion, and to limit the quantities of any content, program, product, service or other feature that we provide.
- 13.2 These Terms of Use were written in English. To the extent any translated version of these Terms of Use conflicts with the English version, the English version will prevail.

14. OTHER LEGAL PROVISIONS

- 14.1 These Terms of Use constitute the entire agreement between you and us and govern your use of the Service, superseding any prior agreements between you and us.
- 14.2 There may be times when we offer a special feature that has its own terms and conditions that apply in addition to these Terms of Use. In those cases, the terms specific to the special feature control to the extent there is a conflict with these Terms of Use.
- 14.3 Our failure to insist upon or enforce strict performance of any provision of these Terms will not be construed as a waiver of any provision or right. No waiver of any of these Terms will be deemed a further or continuing waiver of such term or condition or any other term or condition.
- 14.4 You will not assign the Terms of Use or assign any rights or delegate any obligations hereunder, in whole or in part, whether voluntarily or by operation of law, without our prior written consent. Any purported assignment or delegation by you without the appropriate prior written consent will be null and void. We may assign these Terms of Use or any rights hereunder without your consent.
- 14.5 If any provision of these Terms of Use is found by a court of competent jurisdiction to be invalid, void, unlawful or otherwise unenforceable, we both agree that such provision will be deemed severable from these Terms of Use and will not affect the validity and enforceability of the remaining provisions, and the remaining provisions of the Terms of Use shall remain in full force and effect.
- 14.6 Neither the course of conduct between the parties nor trade practice will act to modify the Terms of Use.





ONE FROM ME

14.7 Save as otherwise expressly provided in these Terms of Use, no provisions of these Terms of Use which confer rights upon any third party shall be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any such third party. These Terms of Use (including, without limitation, this clause) may be terminated, rescinded, or varied in any way by us without the consent of any third party who may be expressly entitled to the benefit of any provision of these Terms of Use.

