

## HUBBOX APP TERMS & CONDITIONS

### # MOBILE TERMS OF USE

USE OF THIS HUBBOX MOBILE APPLICATION (THE "HUBBOX APP" OR "APPLICATION") CONSTITUTES ACCEPTANCE OF THESE TERMS OF USE ("TERMS"), AS SUCH MAY BE REVISED BY HUBBOX FROM TIME TO TIME, AND IS A BINDING AGREEMENT BETWEEN THE USER ("USER") AND HUBBOX GOVERNING THE USE OF THE APPLICATION. BY DOWNLOADING OR INSTALLING THIS APPLICATION THE USER ACKNOWLEDGES AND AGREES TO BE BOUND BY THESE TERMS. IF THE USER DOES NOT AGREE TO THESE TERMS THE USER SHOULD UNINSTALL THIS APPLICATION IMMEDIATELY.

#### ## Eligibility

The Application may only be used by individuals aged thirteen (13) years or older. If the User is thirteen (13) years or older but under the age of eighteen (18) years, User should review these Terms with User's parent or guardian to make sure the User and User's parent or guardian understand them. User represent and warrants that (a) he/she is 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 (b) he/she is not listed on any U.S. government list of prohibited or restricted parties.

#### ## Apple Terms and Conditions; HUBBOX Policies

These Terms supplement and incorporate (a) the Apple, Inc. ("Apple") Terms and Conditions (located at [www.apple.com/legal/internet-services/itunes/uk/terms.html#service](http://www.apple.com/legal/internet-services/itunes/uk/terms.html#service)) including, without limitation, the Licensed Application End User License Agreement provided therein ("Apple Terms"); and (b) other HUBBOX policies, posted at <http://www.HUBBOX.com> ("HUBBOX Website"). If any of the provisions of the Apple Terms and Conditions or any applicable HUBBOX policies conflict with these Terms, these Terms will control, solely to the extent such terms apply to the Application.

#### ## User License

Subject to these Terms, HUBBOX grants the User a personal, non-exclusive, non-transferable, limited, and revocable license to use the Application for personal use only on an iOS product (a "Device") owned or controlled by User as permitted by the Usage Rules contained in the Apple Terms and in accordance with these Terms ("User License"). Any use of the Application in any other manner, including, without limitation, resale, transfer, modification or distribution of the Application or text, pictures, music, barcodes, video, data, hyperlinks, displays, and other content associated with the Application ("Content") is prohibited. These Terms and User License also govern any updates to, or supplements or replacements for, this Application unless separate terms accompany such updates, supplements, or replacements, in which case the separate terms will apply.

#### ## Mobile Payment

Users who download the Application to a Device may also elect to participate in certain functionality of the Application which will allow the User to use a Device to purchase HUBBOX products in the same manner as is possible via cash, credit or debit card transaction in store. Use of the Application constitutes acceptance of the Account Terms of Use and Agreement. Mobile Payment through the application is accepted at participating HUBBOX company owned retail stores in the UK. A list of

retail locations accepting Mobile Payment can be found by utilising the store locator within the application. HUBBOX reserves the right at any time to discontinue Mobile Payment or change the location of stores accepting Mobile Payment.

## ## User Information

Some functionality of the Application, including Mobile Payment, location based services and functionality, and access of User's address book may require the transmission of information provided by the User including user names and passwords, addresses, e-mail addresses, financial information (such as credit card numbers) , , or GPS location ("User Information"). If the User uses such Application functionality, the User consents to the transmission of User Information to HUBBOX and/or its agents and authorises HUBBOX and/or its agents to record, process, and store such User Information as necessary for the Application functionality and for purposes described in the HUBBOX Privacy Policy (located at HUBBOX.com). The User is solely responsible for maintenance of the confidentiality and security of any User Information transmitted from or stored on a Device for purposes of the Application, including Mobile Payment, for all transactions and other activities undertaken with any HUBBOX Card registered in the User's name, whether authorised or unauthorised. The User agrees to immediately notify HUBBOX of any unauthorised transactions associated with the Application including Mobile Payment or any other breach of security. HUBBOX shall not be responsible for any losses arising out of the loss or theft of User Information transmitted from or stored on a Device or from unauthorised or fraudulent transactions associated with Application, unless such transactions are reported to HUBBOX in accordance with the HUBBOX Card Account Terms of Use.

## ## Email Communications and Push Notifications

If a User signs up for a HUBBOX account using the Application, the User is, by default, opted in to receive promotional email communications from HUBBOX ("Email Communications"). The User may, at the time of sign up, opt out of receiving Email Communications from HUBBOX. Thereafter, the User may opt out of email notification by emailing [info@hubbox.co.uk](mailto:info@hubbox.co.uk) requesting they be removed from our central mailing list. Similarly, upon download of this Application, the User is provided the option to opt into receiving push notifications from HUBBOX on their Device and within the Application. This may include promotional communications, Pick of the Week offers, and system messages pushed to the Device or within the Application mailbox ("Push Notifications"). The User may, at any time following download of this Application, opt out of receiving Push Notifications by type by adjusting the "HUBBOX Notifications" switch within

the Application settings to "off", or within the Device's settings application under "Notifications" to completely opt out of Push Notifications. Opting out of Push Notifications will not affect User settings with respect to Email Communications.

## ## Acceptable Use

User's use of the Application, any Content, and User Information transmitted in connection with the Application is limited to the contemplated functionality of the Application. In no event may the Application be used in a manner that (a) harasses, abuses, stalks, threatens, defames, or otherwise infringes or violates the rights of any other party (including but not limited to rights of publicity or other proprietary rights); (b) is unlawful, fraudulent, or deceptive; (c) uses technology or other means to access HUBBOX or Content that is not authorised by HUBBOX; (d) uses or launches any

automated system, including without limitation, "robots," "spiders," or "offline readers," to access HUBBOX or Content; (e) attempts to introduce viruses or any other computer code, files, or programs that interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment; (f) attempts to gain unauthorised access to HUBBOX computer network or user accounts; (g) encourages in conduct that would constitute a criminal offence or that gives rise to civil liability; (h) violates these Terms; (i) attempts to damage, disable, overburden, or impair HUBBOX servers or networks; or (j) fails to comply with applicable third party terms (collectively "Acceptable Use"). HUBBOX reserves the right, in its sole discretion, to terminate any User License, terminate any User's participation in Mobile Payment, remove Content, or assert legal action with respect to Content or use of the Application, including Mobile Payment, that HUBBOX reasonably believes is or might be in violation of these Terms, Apple Terms, or HUBBOX policies including the. HUBBOX failure or delay in taking such actions does not constitute a waiver of its rights to enforce these Terms.

#### ## Indemnification

TheUser agrees to defend, indemnify, and hold harmless HUBBOX, its parent and other affiliated companies, and their employees, contractors, officers, and directors from any and all claims, suits, damages, costs, lawsuits, fines, penalties, liabilities, expenses (including attorney's fees) that arise from the User's use or misuse of the Application (including Mobile Payment), violation of these Terms, or violation of any rights of a third party. HUBBOX reserves the right to assume the exclusive defence and control of any matter otherwise subject to indemnification by the User, in which event the User will cooperate in asserting any available defences. In the event of any third party claim that the Application or User's possession and use of the Application infringes that third party's intellectual property right, HUBBOX, not Apple, will be solely responsible for the investigation, defence, settlement, and discharge of any such intellectual property infringement claim.

#### ## Warranties; Disclaimers

HUBBOX IS PROVIDING THE APPLICATION TO THE USER "AS IS" AND THE USER IS USING THE APPLICATION AT HIS OR HER OWN RISK. TO THE FULLEST EXTENT ALLOWABLE UNDER APPLICABLE LAW, HUBBOX DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES THAT THE APPLICATION IS MERCHANTABLE, RELIABLE, ACCURATE, FIT FOR A PARTICULAR PURPOSE OR NEED, NON-INFRINGEMENT, FREE OF DEFECTS OR ABLE TO OPERATE ON AN UNINTERRUPTED BASIS, THAT THE USE OF THE APPLICATION BY THE USER IS IN COMPLIANCE WITH LAWS APPLICABLE TO THE USER, OR THAT USER INFORMATION TRANSMITTED IN CONNECTION WITH THE APPLICATION (INCLUDING AS PART OF MOBILE PAYMENT) WILL BE SUCCESSFULLY, ACCURATELY, OR SECURELY TRANSMITTED.

In the event of any failure of the Application to conform to any applicable warranty, User may notify Apple, and Apple will refund the purchase price for the Application to the User and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Application, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be HUBBOX sole responsibility. Additionally, Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Application. HUBBOX, not Apple, is responsible for addressing any claims of the User or any third party relating to this Application.

#### ## No Liability

TO THE FULLEST EXTENT ALLOWABLE UNDER APPLICABLE LAW, IN NO EVENT SHALL HUBBOX (A) BE LIABLE TO THE USER WITH RESPECT TO USE OF THE APPLICATION, INCLUDING WITHOUT LIMITATION PARTICIPATION IN MOBILE PAYMENT; AND (B) BE LIABLE TO THE USER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, LOST PROFITS, LOSS, THEFT OR CORRUPTION OF USER INFORMATION, THE INABILITY TO USE THE APPLICATION OR DEVICE FAILURE OR MALFUNCTION. THE USER'S SOLE REMEDY IS TO CEASE USE OF THE APPLICATION OR TO CEASE PARTICIPATION IN MOBILE PAYMENT.

### ## Marks, Application and Content

HUBBOX Restaurants , HUBBOX, the HUBBOX logo, and other HUBBOX trademarks, service marks, graphics, and logos used in connection with the Application are trademarks or registered trademarks of HUBBOX Corporation (collectively "HUBBOX Marks"). Other trademarks, service marks, graphics and logos used in connection with the Application are the trademarks of their respective owners (collectively "Third Party Marks"). The HUBBOX Marks and Third Party Marks may not be copied, imitated, or used, in whole or in part, without the prior written permission of HUBBOX or the applicable trademark holder. The Application and the Content are protected by copyright, trademark, patent, trade secret, international treaties, laws, and other

proprietary rights and also may have security components that protect digital information only as authorised by HUBBOX or the owner of the Content.

### ## Governing Law and Jurisdiction

These Terms are governed by the laws of England and Wales. The United Nations Convention on Contracts for the International Sale of Goods shall have no applicability. The User irrevocably consents to the exclusive jurisdiction of the courts of England and Wales, for purposes of any legal action arising out of or related to the use of the Application or these Terms.

### ## Third Party Beneficiary

Apple and Apple's subsidiaries are third party beneficiaries of these Terms. Upon User's acceptance of these Terms Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against User as a third party beneficiary thereof.

### ## Changes

HUBBOX reserves the right to change or modify these Terms or any other HUBBOX policies related to use of the Application at any time and at its sole discretion by changing these Terms within the Application or by posting revisions on the HUBBOX Website. Continued use of the Application following such changes or modifications to the Terms or other HUBBOX policies will constitute acceptance of such changes or modifications.

### ## Contact HUBBOX

Any questions, complaints, or claims regarding the Application should be directed to:  
info@hubbox.co.uk