

**END USER LICENCE AGREEMENT - VENDOR  
TERMS AND CONDITIONS**  
*Last updated 10 June 2019*

**PLEASE READ THESE LICENCE TERMS AND CONDITIONS CAREFULLY  
BY CLICKING "ACCEPT", YOU AGREE TO THE TERMS AND CONDITIONS OF THIS  
END USER LICENCE AGREEMENT  
IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, CLICK ON "CANCEL"**

This end user licence agreement (the "**Agreement**") sets out the terms and conditions of use of the Vendor mobile applications (the "**Apps**") and any of the services accessible through the Apps (the "**Services**").

The SecureAid platform, developed by Huozhi Limited, powers the Apps and the Services.

**PARTIES**

- (1) Huozhi Limited, a company incorporated in England with registered number 10187997 and whose registered office is located at Somerset House, Strand, London WC2R 1LA, United Kingdom ("**we**", "**our**", "**us**"); and
- (2) the merchant whom we have permitted to download or otherwise install this App and who has been provided training in relation to its use ("**you**", "**your**").

**1. LICENCE**

We hereby grant you a non-transferable, non-exclusive licence to use:

- (A) the App and any updates or supplements to it (including by downloading a copy of the App onto any supported device);
- (B) any documentation we provide or make available to you related to the use of the App (the "**Documentation**"); and
- (C) the Services,

for the term of and in accordance with this Agreement.

**2. SUPPORT AND CONTACT**

If you want to learn more about the App or the Services, please refer to the Documentation or contact us to request further assistance. You may contact us at [contact@huozhi.org](mailto:contact@huozhi.org).

**3. LICENCE RESTRICTIONS**

**3.1 You shall:**

- 3.1.1 use the App, Documentation and Services solely for the purpose of tracking requests, instructions and confirmations in relation to the payment of funds to nominated recipients in the territories in which you are permitted to do so and not for any other commercial, business or resale purposes;
- 3.1.2 not, in respect of any part or component of the App, Documentation and Services:
  - (A) attempt to reverse engineer, decrypt, decompile, re-format, create derivative works or otherwise attempt to gain unauthorised access;
  - (B) use in any unlawful manner or in a manner which promotes or encourages illegal activity, including (without limitation) copyright infringement;
  - (C) rent, lease, sub-license, loan, translate, merge, adapt, vary, modify or otherwise make available in any form;

- (D) infringe our intellectual property rights, those of our licensors or any other third party;
  - (E) use in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
  - (F) collect or harvest any information or data or attempt to decipher any transmissions to or from the servers running any part of the Services;
- 3.1.3 keep any usernames and passwords allocated to you secure and confidential at all times;
- 3.1.4 not transfer or otherwise make available the App or the Services to someone else; and
- 3.1.5 comply with all applicable laws when using the App, Documentation and Services.
- 3.2 All intellectual property rights in the App, Documentation and Services throughout the world belong to us or our licensors and the rights in the App, the Documentation and the Services are licensed (not sold) to you. You have no intellectual property rights in, or to, the App, Documentation and Services other than the right to use them for the term of and in accordance with this Agreement.

#### 4. OPERATION OF THE APP AND SERVICES

- 4.1 To run the app, you will require:
- 4.1.1 an internet connection
  - 4.1.2 any device that runs Android OS version 4.3 (Jelly Bean) or above
  - 4.1.3 at least 500MB of available space
  - 4.1.4 a working camera
  - 4.1.5 screen size of 1280x720 (resolution), 4.7 inches, or higher
  - 4.1.6 Bluetooth (either BLE or Bluetooth 3.0) for printing receipts (optional)
- 4.2 From time to time we may issue updates to the App and change the Documentation or the Services to improve performance, enhance functionality, reflect changes to the operating system or address security issues. These updates and changes may take place automatically and without notice.
- 4.3 If you do not install updates to the App, you may not be able to continue to use the App or receive the Services.
- 4.4 From time to time we may need to change this Agreement to reflect changes in law or best practice, or to deal with additional features that have been introduced. If you are asked to accept these changes and choose not to do so, you will not be permitted to continue to use the App and receive the Services.
- 4.5 We have adopted standard network security practices to keep the SecureAid system secure and to prevent denial-of-service (DoS) attacks. Although we have adopted these practices, you acknowledge and agree that internet transmissions are never completely private or secure and that any message or information you send using the App or the Services may be read or intercepted by others.

#### 5. USE OF DATA

- 5.1 We may collect, store and use personal data as a result of your use of the App and the Services in the ways set out in our [Privacy Policy](#). We may amend the terms of the Privacy Policy from time to time.
- 5.2 You authorise and consent to our collection, storage and use of any information or data related to or derived from your use of the App and Services and any other information that you provide to us (the "**Information**").
- 5.3 You agree that you will comply with the terms and conditions of the Privacy Policy which sets out our practices with respect to the collection, storage and use of the Information.

**6. LIMITATION OF LIABILITY**

- 6.1 Except as otherwise expressly provided for in this Agreement, we make the App, Documentation and Services available on an as-is basis and without any warranty or representation as to accuracy, availability, performance or fitness for purpose, or that any information obtained from the App, Documentation or Service is accurate, complete or up-to-date.
- 6.2 Nothing in this Agreement shall be construed as excluding or limiting our liability for fraud, death or personal injury caused by our negligence or any other liability that cannot be excluded under English law.
- 6.3 Except as provided in clause 6.2, we have no liability to you under or in connection with this Agreement, including in relation to any loss of revenue or profit, loss of business, business interruption, loss of business opportunity or any other liability (whether direct or indirect) in contract or tort arising from your use of the App, Documentation or Services.
- 6.4 Without limiting clause 6.3, we will not be liable to you if the provision of the App, Documentation or Services is delayed or prevented by an event outside our reasonable control.

**7. SUSPENSION AND TERMINATION**

- 7.1 We may end your rights to use the App and Services and terminate this Agreement at any time by denying you access to the App and/or notifying you (either directly or via a third party):
- 7.1.1 if you have (or if we have reasonable grounds to believe that you have):
- (A) breached any of the terms and conditions of this Agreement and, if the breach is capable of being remedied, you fail to remedy the breach within seven days of the date of the breach;
  - (B) breached any of the terms and conditions of this Agreement which are not capable of being remedied; or
  - (C) breached, or may be likely to breach, any applicable law (including any sanctions or regulations);
- 7.1.2 your continued use of the App or Services will or may causes us to breach any applicable law; or
- 7.1.3 we no longer wish to provide you with access to the App and Services.
- 7.2 If we end your rights to use the App and Services:
- 7.2.1 you must stop all activities authorised by this Agreement, including your use of the App and Services;
- 7.2.2 you must delete or remove the App from all devices in your possession and immediately destroy all copies of the App and any Documentation that you have; and
- 7.2.3 we may cancel your access credentials, login or authentication codes and otherwise cease providing you with access to the Services.
- 7.3 Without limiting our rights elsewhere in this Agreement (including in clause 7.1), we may at any time and for any reason, suspend your access to the App and the Services.

**8. GENERAL TERMS**

- 8.1 We may transfer our rights and obligations under this Agreement to another organisation and will notify you if we do so.
- 8.2 You must not transfer your rights and obligations under this Agreement to any other person or organisation.

- 8.3 This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- 8.4 Each of the terms and conditions of this Agreement operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining terms and conditions of this Agreement will remain in full force and effect.
- 8.5 No delay by us in enforcing this Agreement shall constitute a waiver.
- 8.6 This Agreement is governed by English law. The parties to this Agreement agree that the courts of England shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement.