



## Terms and Conditions for Peas User(s)

### 1. Definitions

- 1.1. When the following words are used in these Terms, this is what they mean:
  - 1.1.1. App: Peas, the mobile application. Product of Paperless World Limited
  - 1.1.2. Braintree: a PCI DSS (Payment Card Industry Data Security Standard) compliant payment gateway to store, process and transmit the User(s)'s credit or debit card payment data
  - 1.1.3. Device: the User(s)' mobile telephone, smartphone, tablet, handheld device or any other device which supports the app or a web browser
  - 1.1.4. Intellectual Property Rights: means (without limitation) any patents, rights to inventions, copyright and related rights, trade-marks and service marks, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world
  - 1.1.5. Payment Notification: the notification from Peas to the User(s) confirming the User(s)' payment
  - 1.1.6. Peas: a product of Paperless World Limited, a company incorporated in England with registered number 09082312 and registered address at 215 Grangewood House, Oakwood Industrial Estate, Oakwood Hill, Loughton, Essex IG10 3TZ
  - 1.1.7. Terms: the terms and conditions set out in this document
  - 1.1.8. User(s): customer(s) who sign up with Peas, or who are registered by their employer, and download and use the app
  - 1.1.9. Outlet/Retailer: a service provider which supports and accepts payment via the Peas app and/or offers promotions within the Peas app
  - 1.1.10. Website: the website [www.payeasyandsafely.com](http://www.payeasyandsafely.com)
- 1.2. The words "writing" or "written" in these Terms will include e-mail, unless specified otherwise
- 1.3. By downloading the app from the relevant app store the User(s) accept and agree to be bound by these Terms and the license contained within them, including the Paperless World Limited Security Policy
- 1.4. We may at any time modify these Terms. We will notify the User(s) of any changes to these Terms either by emailing the User(s) (at the email address entered by the User(s) within the app, or supplied by the User(s)' employer) and/or by posting a notice within the app (via any method including, but not limited to, a push notification) and/or on the Website
- 1.5. These Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales. The Courts of England and Wales shall have the exclusive jurisdiction to deal with any dispute or claim arising out of or in connection with these Terms or their subject matter or formation (including non- contractual disputes or claims)

- 1.6. These are the terms and conditions under which Paperless World Limited supplies the app to the User(s)

## **2. Payment Provider**

- 2.1. To ensure the required level of payment security, Peas currently uses Braintree with 3D Security to collect payments from the User(s) on behalf of the Outlet/Retailer. Paperless World Limited reserves the right to change the Peas payment provider at its discretion, provided any such payment provider meets the PCI DSS compliance as per clause 1.1.2

## **3. Using the app**

- 3.1. Paperless World Limited will allow access to the content of the app to the User(s) from the date that the Terms are accepted
- 3.2. Paperless World Limited will make every effort to ensure the app is operational 24 hours a day, 7 days a week. However, there may be issues or delays due to events outside Paperless World Limited's control
- 3.3. Paperless World Limited may have to suspend the app due to unforeseen technical problems, or to make improvements. Paperless World Limited will contact the User(s) to let them know in advance where this occurs, unless the problem is urgent or an emergency
- 3.4. In the unlikely event that there is any defect with the app:
  - 3.4.1. the User(s) should contact Paperless World Limited as soon as is reasonably possible;
  - 3.4.2. the User(s) should give Paperless World Limited a reasonable opportunity to repair or fix any defect; and
  - 3.4.3. Paperless World Limited will use every effort to repair or fix the defect as soon as is reasonably practicable, if deemed appropriate by Paperless World Limited
- 3.5. When a payment is made through Peas, the User(s) are entering into a contract between themselves and Paperless World Limited

## **4. Venue**

- 4.1. When the User(s) complete a transaction with an Outlet/Retailer the User(s) acknowledge that any purchases the User(s) make are the subject of a contract between the User(s) and that Outlet/Retailer. All queries or orders should be directed to staff at the Outlet/Retailer.

## **5. Refunds**

- 5.1. Paperless World Limited will not process a refund unless it is verified by the relevant Outlet/Retailer. The following actions must be taken by the User(s) immediately following payment of an incorrect amount ("Incorrect Payment"):
  - 5.1.1. The User(s) must inform the Outlet/Retailer that the User(s) have made an Incorrect Payment;
  - 5.1.2. The User(s) must ensure that the Outlet/Retailer verifies the Incorrect Payment by immediately recording the Incorrect Payment with Paperless World Limited, as part of its reporting obligations under the Outlet/Retailer Terms and Conditions with Paperless World Limited; and
  - 5.1.3. Within 48 Hours of the Payment Notification, the User(s) must complete and submit a refund form through the Website ("Refund Request")
- 5.2. A Refund Request received outside the 48 hour period will not be accepted unless there are exceptional circumstances. Paperless World Limited reserves the right to refuse any Refund Request that is not verified by the relevant Outlet/Retailer
- 5.3. Once a Refund Request is approved, Paperless World Limited will contact the User(s) who must elect to have either:
  - 5.3.1. a credit attributed to the User(s)' Peas account to be applied towards future payment(s) to Outlet(s)/Retailer(s); or

5.3.2.a refund to the User(s) credit or debit cards (such refund may incur a £1.00 administrative- fee)

## **6. Intellectual Property Rights**

- 6.1. In consideration of the User(s) agreeing to abide by these Terms, Paperless World Limited grants the User(s) a non-transferable, non-exclusive licence to use the app on the Device, subject to these terms, the Security Policy and any other applicable rules. Paperless World Limited reserves all other rights
- 6.2. The User(s) may download a copy of the app onto the Device, to view, use and display the app on the Device
- 6.3. The User(s) acknowledge that all Intellectual Property Rights in the app anywhere in the world belong to Paperless World Limited or its licensors; that rights in the app are licensed (not sold) to the User(s); and that the User(s) have no rights in, or to, the app, other than the right to use it in accordance with these Terms. The User(s) acknowledge that the User(s) have no right to have access to the app in source-code form

## **7. Information about us and how to contact us**

- 7.1. If the User(s) have any questions or complaints, the User(s) can contact Paperless World Limited by telephoning its customer service team at 0208 498 8060 or by e-mailing [info@payeasyandsafely.com](mailto:info@payeasyandsafely.com)
- 7.2. If the User(s) wish to contact Paperless World Limited in writing, the User(s) can send this by e-mail, by hand, or by pre-paid post to Paperless World Limited at 215 Grangewood House, Oakwood Hill, Loughton, Essex IG10 3TZ Paperless World Limited will confirm receipt of this by contacting the User(s) in writing. If Paperless World Limited has to contact the User(s) it will do so by e-mail, by hand, or by pre-paid post to an address provided to them

## **8. How Paperless World Limited may use the User(s) personal information**

- 8.1. User information will be collected upon registration with Peas, together with other statistical information including app usage. Any information on the User(s) or their use of the app is subject to the Paperless World Limited privacy Security Policy. By using Peas, the User(s) consent to use of that information and warrant that all information provided by the User(s) is accurate

## **9. Other important terms**

- 9.1. Paperless World Limited may transfer its rights and obligations under these Terms to another organisation, and will always notify the User(s) as stated in clause 1.4 if this happens, but this will not affect the User(s) rights or its obligations under these Terms
- 9.2. This contract is between the User(s) and Paperless World Limited. No other person shall have any rights to enforce any of its Terms under the Contracts (Rights of Third Parties) Act 1999
- 9.3. Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect
- 9.4. If Paperless World Limited fails to insist that the User(s) perform any of the User(s) obligations under these Terms, or if it does not enforce its rights against the User(s), or if it delays in doing so, that will not mean that it has waived its rights against the User(s) and will not mean that the User(s) do not have to comply with those obligations. If Paperless World Limited does waive a default by the User(s), it will only do so in writing, and that will not mean that it will automatically waive any later default by the User(s).