

CODES OF CONDUCT

PLEASE READ THESE CODES OF CONDUCT CAREFULLY BEFORE INSTALLING OR USING THE FYGO APP.

IF YOU DO NOT AGREE TO THESE CODES OF CONDUCT, DO NOT DOWNLOAD THE FYGO APP.

1. INTRODUCTION

These Codes of Conduct, together with each User Document, apply to your use of the Fygo App and the Partner Portal and the Partner App.

The goal of the Fygo App is to view Fygo Offers, and receive, for example and without limitation, Fygo Rewards from Qualifying Transactions, around which Fygo Users may socialise and communicate. The goal of the Partner Portal is to review and take action upon certain metrics and insights, in relation to which Partners may share information and communicate.

These Codes of Conduct detail what is permitted, and what is not permitted on the Fygo App and the Partner Portal and the Partner App. Adherence to these Codes of Conduct shapes the Fygo community and ensures that Fygo is a safe and pleasant place for individuals to make money, learn, socialise, and communicate.

By using the Fygo App and/or Partner Portal and/or the Partner App, you agree to follow these Codes of Conduct – failure to follow these Codes of Conduct may result in your Fygo App and/or Partner Portal and/or the Partner App account being suspended or deleted.

The standards herein must be complied with in spirit as well as to the letter. The standards apply to each part of any contribution as well as to its whole.

2. DEFINITIONS

Fygo Account	the Fygo App account in a Fygo User's name, associated with the payment card(s) linked by the Fygo User, the log in and access to which is limited to that specific Fygo User
Fygo App	the mobile application created, managed, operated and owned by Fygo Technologies Limited or its successors, agents, employees, or contractors with which a Fygo User may hold a Fygo Account to, for example and without limitation, earn Fygo Rewards
Fygo Rewards	an amount shown in a Fygo User's Fygo App wallet screen generated subsequent to the completion of a Qualifying Transaction by a Fygo User which represents the amount that the Fygo User can claim in a cash reward from Fygo subject to the terms of the Fygo End User License Agreement (EULA) (https://www.fygo.co/legals/)
Fygo Services	the features and benefits of the Fygo App and the Partner Portal and the Fygo Website and all other Fygo services provided to a Fygo User and/or a Partner by Fygo Technologies Limited or their successors
Fygo User	an individual who has created and keeps active a Fygo Account
Fygo Website	the online website available at https://www.fygo.co/legals/
Loyalty Scheme	the Fygo loyalty scheme operated by a Partner
Partner	a business that has been accepted by Fygo to hold an account on the Partner Portal and who continues to use the Partner Portal and/or other relevant Fygo goods, products and services and with whom Fygo Users may make Qualifying Transactions and Qualifying Transactions (Loyalty) to earn, for example and without limitation, Fygo Rewards

16 August 2021

Partner App	the mobile application created, managed, operated and owned by Fygo Technologies Limited or its successors, agents, employees, or contractors which a Partner may download and use
Partner Portal	the website created, managed, operated and owned by Fygo Technologies Limited or its successors, agents, employees, or contractors with which a Partner may hold an account
Partner Terms and Conditions	the agreement between Fygo and a Partner as applicable in accordance with Section 1 ('THE PARTNER AGREEMENT') therein and setting out, amongst other things, the terms upon which a Partner may use the Fygo Services
Qualifying Transaction	a purchase of goods or services made by a Fygo User from a Partner using a payment card linked to the Fygo App and for which a Fygo Offer applies
Qualifying Transactions (Loyalty)	a purchase of goods or services made by a Fygo User from a Partner using a payment card linked to the Fygo App and for which a Loyalty Scheme applies
User Documents	the Fygo Codes of Conduct, the Fygo End User Licence Agreement, the Fygo Data Retention and Destruction Policy, the Fygo Cookies Policy and this Privacy Policy

3. WHO WE ARE

- 3.1 The Fygo App and the Partner Portal and all other Fygo Services are run and operated by Fygo Technologies Limited of Kemp House, 160 City Road, London EC1V 2NX, UK ("**Fygo**" or "**us**" or "**we**").
- 3.2 We are a limited liability company registered in England and Wales, with company registration number 12532429.
- 3.3 To contact us, please email support@fygo.co or chat to us via the Fygo App using the intercom feature or other available feature(s) on the Partner Portal or all other Fygo Services.

4. THE USER DOCUMENTS

- 4.1 The User Documents that form your agreement with us, and govern your use of the service listed next to the relevant document, are:
 - (a) Your End User Licence Agreement – a copy of which can be found at this link <https://www.fygo.co/legals/> – Fygo App
 - (b) Our Privacy Policy – a copy of which can be found at this link, <https://www.fygo.co/legals/> – Fygo App, Partner Portal, Partner App
 - (c) Our Cookies Policy – a copy of which can be found at this link, <https://www.fygo.co/legals/> – Fygo App, Partner Portal, Partner App
 - (d) These Codes of Conduct - a copy of which can be found at this link, <https://www.fygo.co/legals/> – Fygo App, Partner Portal, Partner App
- 4.2 The User Documents are 'living' documents and may be amended from time to time.

5. APPLICATION OF CODES OF CONDUCT

- 5.1 These Codes of Conduct, together with each User Document, apply to your use of the Fygo App and the Partner Portal and the Partner App.
- 5.2 By using the Fygo App and/or the Partner Portal and/or the Partner App you confirm that you agree with these Codes of Conduct, and that you agree to comply with them.

- 5.3 These Codes of Conduct apply whenever you use the Fygo App and/or the Partner Portal and/or the Partner App in any way – this includes making contact with others in the Fygo App, linking your bank account, making plans with friends in the Fygo App, or interacting with the Fygo App and/or Partner Portal and/or the Partner App in any way.

6. PERSONAL INFORMATION

You must not share, or otherwise use the personal information of any other user of the Fygo App without the user's express permission. This includes the spending habits, location, account name, Fygo profile picture.

7. IMPERSONATION

- 7.1 You must not create or participate in any activity on the Fygo App and/or Partner Portal and/or the Partner App that:

- (a) commits, participates, prepares for, promotes, encourages, or is otherwise concerned with terrorism.
- (b) commits, participates, prepares for, promotes, encourages, or is otherwise concerned with any illegal activity, including but not limited to organised hate, violence and human trafficking, drug trafficking, extortion, blackmailing.
- (c) commits, participates, prepares for, promotes, encourages, or is otherwise negatively concerned with the exploitation and/or harm of any individuals or entities including self-harm.
- (d) commits, participates, prepares for, promotes, encourages, or is otherwise concerned with the bullying, intimidation or humiliation of individuals or entities.

- 7.2 You must not:

- (a) claim to be any individual other than yourself or claim to represent any organisation or other entity other than the organisation or entity for which you are an official representative.
- (b) post content on the Fygo App that means to impersonate an individual or an organisation.
- (c) post content on the Partner Portal and/or Partner App that means to impersonate an individual or an organisation for which you are not an official representative.
- (d) misrepresent an affiliation, connection or association with any individual or entity.

8. PROHIBITED CONTENT

- 8.1 You must not post:

- (a) violent or graphic content – this includes but is not limited to shocking, brutal, vicious, or obscene content.
- (b) content that is sexually explicit, or relates to sexually explicit content or nudity, such as pornography, sexual services, or sexually suggestive content.
- (c) content that is related to, promotes, or prepares for sexual violence or exploitation.
- (d) content, or transmit any data that is, promotes or is related to spams, scams or other malicious content.
- (e) content which is defamatory of any person, or which is obscene, offensive, hateful, inflammatory of an individual or an entity, or which promotes the defamation of an individual or an entity.
- (f) content which bullies, intimidates, or humiliates, or promotes the bullying, intimidation, or humiliation of an individual or an entity.
- (g) content which discriminates, or promotes discrimination, based on race, sex, religion, nationality, disability, sexual orientation, or age.

- (h) content which infringes, or promotes the infringement of any copyright, database right or trademark of any other person.
- (i) post content which purports to give the impression that the content emanates from Fygo.

8.2 You must not use the Fygo App and/or Partner Portal and/or Partner App for:

- (a) phishing.
- (b) spreading or use of malware.
- (c) spreading or use of viruses.
- (d) spreading of trojan horses, worms, time-bombs, spyware or any other harmful programs or computer code designed to adversely affect the software or hardware owned by Fygo or users of the Fygo App and/or Partner Portal and/or Partner App.

9. PROFILE PICTURE AND IMAGES

A Fygo User's profile pictures must be an image of you which has been taken within 36 months of the date of posting.

If a Fygo User does not choose to upload a profile picture their initials will be displayed in lieu.

As relating to Fygo Users and Partners, we may remove any image or representation without notice if we consider that there is reason to suspect that any image or representation is or may be misleading or abuse our Codes of Conduct or any of the User Documents.

10. PROHIBITED USE

10.1 You may not use the Fygo App and/or Partner Portal and/or Partner App for any unlawful purpose, or for the promotion of any unlawful purpose, this includes but is not limited to:

- (a) use in any way that breaches or promotes the breach of any applicable local, national, or international law or regulation.
- (b) use in any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect.
- (c) promotion of, harming or attempting to harm minors in any way.
- (d) bully, insult, intimidate or humiliate any person, or to promote the bullying, insulting, intimidation or humiliation of any person.
- (e) send, knowingly receive, upload, download, use or re-use any material which does not comply with our content prohibitions (see Clause 8).
- (f) transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).

10.2 You must not use the Fygo App and/or the Partner Portal and/or the Partner App in any way that contravenes the Fygo End User Licence Agreement (EULA) or the Partner Terms and Conditions, as applicable, or any of the User Documents.

11. BREACH OF THESE CODES OF CONDUCT

11.1 We will determine, in our sole discretion, whether you have breached these Codes of Conduct.

11.2 When we consider that a breach of these Codes of Conduct has occurred, we may take such action as we deem appropriate.

11.3 Failure to comply with these Codes of Conduct constitutes a material breach of the Fygo End User Licence Agreement (EULA) or the Partner Terms and Conditions, as applicable, by which you are, respectively, permitted to use the Fygo App and/or Partner Portal and/or the Partner App, and may result in our taking all or any of the following actions:

- (a) immediate, temporary, or permanent withdrawal of your right to use the Fygo App and/ or Partner Portal and/or the Partner App;

16 August 2021

- (b) immediate, temporary, or permanent removal of any contribution uploaded by you to the Fygo App and/or Partner Portal and/or the Partner App;
- (c) issue of a warning to you;
- (d) commence legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach; and / or
- (e) seek disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

11.4 We exclude our liability for all action we may take in response to breaches of these Codes of Conduct. The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.