

# NOMO by Docomo Digital: Terms of Service

## 1. Introduction and acceptance of these Terms of Service

- 1.1. These terms of service ("**Terms**") form a legal agreement between you and Docomo Digital Limited ("**Docomo**", "**us**", "**our**" or "**we**"), which governs your access and use of all NOMO branded services provided or made available by us, including the NOMO mobile app ("**NOMO App**") the NOMO website (at [www.nomo.io](http://www.nomo.io)) ("**NOMO Website**") and services which are accessed via third party websites and mobile applications (collectively, the "**NOMO Services**").
- 1.2. **Docomo Digital Limited** is a company incorporated and registered in England and Wales with company number 09969891. Our registered office is at 57-63 Scrutton Street, London, United Kingdom, EC2A 4PF and our VAT number is: GB239363195. If you need to contact us for any reason, including to provide feedback or report any issue with the NOMO Services please e-mail us at: [support@nomo.io](mailto:support@nomo.io).
- 1.3. Docomo provides the NOMO Services, but does not issue electronic money ("**E-Money**"). We use a third party, currently The Currency Cloud Limited, to issue E-Money and provide payment services in relation to the NOMO Services. The Currency Cloud Limited is a company incorporated and registered in England and Wales with company number 06323311 and registered address at Stewardship Building, 1st Floor, 12 Steward Street, London, England, E1 6FQ, and is authorised by the Financial Conduct Authority under the Electronic Money Regulations 2011 for the issuing of E-Money and the provision of payment services with FCA register number 531019 (the "**E-Money Issuer**").
- 1.4. The terms of our [Privacy Statement](#) are incorporated by reference into these Terms.
- 1.5. These Terms (including the Privacy Statement) contain legally binding obligations. Accordingly, we strongly encourage you to review them carefully and ensure they contain everything you want and nothing you are not prepared to agree to, before you decide to accept them and use the NOMO Services. If you do not agree to these Terms, you should not use the NOMO Services.
- 1.6. You accept and agree to these Terms (including the Privacy Statement) by either (a) acknowledging acceptance of the electronic version of these Terms where this option is made available to you by us or a third party, or (b) actually using the NOMO Services.

## 2. How NOMO by Docomo Digital works

- 2.1. NOMO by Docomo Digital provides you with access to an e-wallet called a "**NOMO Wallet**". You can use the NOMO Wallet to manage money you have earned from participating online marketplaces and sharing economy platforms ("**Platforms**"), all in one place.
- 2.2. NOMO by Docomo Digital works like this:
  - (a) When a Platform pays you using NOMO by Docomo Digital, the funds are paid from the Platform into an account operated by the E-Money Issuer;
  - (b) On receipt of fully cleared funds from the Platform, the funds will be owned by Docomo and the E-Money Issuer will issue E-Money to Docomo at an equivalent value. **Further details regarding the status of the payment from the Platform and the E-Money which appears within your NOMO Wallet are specified in Clause 7. You should read these provisions carefully;**
  - (c) The E-Money Issuer will send details of the issued E-Money to us and the E-Money available to you will be displayed in your NOMO Wallet;
  - (d) Docomo manages the NOMO Wallet, which you can access and manage via your NOMO Account (explained further below) through the Platform as well as the NOMO App; and
  - (e) You can use the E-Money which is shown within your NOMO Wallet either to pay for other products and services from participating Platforms, or to withdraw a cash amount (equivalent to the E-Money displayed in your NOMO Wallet) into your nominated bank account, subject to the payment of applicable fees.
- 2.3. Further details about how you can open a NOMO Account, and the functionality of the NOMO Wallet is set out below. See in particular:
  - (a) Clause 3 – Description of the NOMO Services;
  - (b) Clause 4 – Opening a NOMO Account;
  - (c) Clause 5 – Relationship with Platforms, including how payments are made to and from the Platforms;
  - (d) Clause 6 – Withdrawing or 'cashing out' the E-Money in your NOMO Wallet and depositing it in your bank account;
  - (e) Clause 7 – Information about E-Money; and
  - (f) Clause 8 – Currency transfers.

## 3. Services

- 3.1. The NOMO Services allows for:
    - (a) creating an account which is specific to you ("**NOMO Account**");
    - (b) receiving E-Money value into your NOMO Wallet resulting from payments made by a Platform (known as a Platform Deposit, as defined in Clause 5.2(a));
    - (c) making payments of available E-Money in your NOMO Wallet to a Platform in return for goods or services provided by that Platform (known as a Platform Payment, as further described in Clause 5.2(b));
    - (d) converting E-Money in your NOMO Wallet into cash and withdraw it into your nominated bank account ("**Cashing Out**"), subject to you having sufficient E-Money within your NOMO Wallet to cover the withdrawal and the applicable fees;
    - (e) operating NOMO Wallets for different currencies approved by us from time to time ("**Approved Currency**") (and for each Approved Currency you will have a separate NOMO Wallet);
    - (f) where you hold more than one NOMO Wallet in different Approved Currencies, transferring E-Money between your NOMO Wallets ("**Currency Transfers**"); and
    - (g) accessing details about your NOMO Account and NOMO Wallet, including your E-Money balance ("**NOMO Wallet Balance**") and information about your past transactions including Cashing Out, Platform Deposits, Platform Payments and Currency Transfers ("**Transactions**"), all form part of the NOMO Services.
  - 3.2. We will process Transactions in accordance with the written instructions received from you and the relevant Platform. You must give us instructions in accordance with these Terms and ensure your instructions are accurate and correct. We will consider any written instruction received from you or the Platform to be authorised by you. Save as otherwise provided under applicable law, you cannot withdraw your instructions once submitted unless we agree in writing.
  - 3.3. Your NOMO Account may be subject to limits on the Transactions that can be carried out due to security and/or legal requirements as determined by us from time to time in our reasonable discretion. You may be asked to answer security questions or to complete other activities that we may reasonably require in relation to any Transaction. We will notify you in writing as soon as is reasonably practicable if any limits on Transactions are to be imposed in relation to your NOMO Account.
  - 3.4. We may refuse to implement a Transaction if you are in material breach of these Terms or we reasonably believe the Transaction to be unlawful. To the extent permitted by applicable law, we will promptly notify you of any such refusal, stating the reasons for the refusal and, if possible, instructions for rectifying any errors that lead to a refusal.
  - 3.5. In order to provide the NOMO Services, we must collect, process and store certain data (including, at times, your personal data). Such collection, processing and storage of data shall be carried out in accordance with and governed by these Terms. Where any personal data is collected or processed this shall be carried out in accordance with our [Privacy Statement](#).
  - 3.6. We may, from time to time, extend or amend the NOMO Services and offer additional functionality or services to you, whether by way of download or otherwise. These additional functions may include any software maintenance, service information, help content, bug fixes, maintenance releases, modifications, amendments and/or upgrades to the existing functions. Additional functions will be governed by these Terms or other terms and conditions made known to you when we make the other service functionality available.
  - 3.7. You must be at least 18 years old to use the NOMO Services.
- ## 4. Opening a NOMO Account
- 4.1. Where you are an existing user of a Platform, you may be able to sign up for a NOMO Account via that Platform. The relevant Platform will inform you of the process for opening a NOMO Account.
  - 4.2. When registering for your NOMO Account and using the NOMO Wallet you agree that you will:
    - (a) provide complete, accurate and truthful information and registration details as requested. We shall not be liable for any loss arising out of your failure to do so. You shall at our request promptly confirm and/or provide documents or other evidence as to the accuracy of this information;

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- (b) keep the information and registration details you have provided up to date and complete at all times;
  - (c) ensure that you have all necessary rights to provide such information and registration details;
  - (d) carry out any registration and/or other tasks in the manner and form reasonably required by us (such as confirming your registered email address); and
  - (e) do any other thing which we may reasonably require for you to access and use the NOMO Services, such as providing additional information to enable us to verify your identity.
- 4.3. By registering your NOMO Account, you confirm that you have regular access to the internet and email and that you are able to store information sent to you in a durable medium by printing out or otherwise retaining for future reference (via email or telephone). You are responsible for ensuring that you are able to access any such communications at any time and that your contact details set out in your NOMO Account are kept up to date.
- 4.4. We may contact you by email or via the NOMO App with information or notices regarding your NOMO Account and the NOMO Services. It is your responsibility to regularly check the NOMO App and your email account or other methods of communication you have provided to us, and shall retrieve and read messages promptly. We shall not be liable for any loss arising out of your failure to do so.
- 4.5. You agree you will at all times comply with all applicable laws, rules and regulations applicable to your use of the NOMO Services together with our Terms (including our Privacy Statement). We may inspect your NOMO Account for any reason, including to investigate any alleged breach of these Terms, our Privacy Statement or any third party complaints.
- 4.6. You may only create one NOMO Account. If we reasonably believe you have multiple NOMO Accounts, we reserve the right to suspend or close the affected NOMO Account(s). In the event of closure, we shall transfer any NOMO Wallet Balance in the affected NOMO Account to the NOMO Wallet in your primary NOMO Account, or to your nominated bank account. We may demand proof of identity in the event of a dispute.
- 4.7. The provision of a NOMO Account and the NOMO Services to you is at our sole discretion, and we reserve the right to decline to provide you with a NOMO Account (whether before or after your NOMO Account is created) or with the NOMO Services without specifying a reason. You acknowledge that all regulatory requirements need to be met before any Services are provided to you.
- 5. Relationship with Platforms**
- 5.1. You are responsible for your relationship with the Platforms and agree to comply with the relevant legal agreements that you have with the Platforms (such as the Platform's terms and conditions and privacy policy). Docomo is not responsible for the Platform's services, and any concerns or enquiries you have about the Platform's services must be directed by you to the Platform directly, and not to Docomo.
- 5.2. You may use your NOMO Account to receive and manage funds that you earn from participating Platforms as follows:
- (a) In accordance with your instructions, the Platform may deposit an amount equal to the sums (either in whole or in part) you have earned via that Platform into the account of the E-Money Issuer, for us to credit (when cleared) into your NOMO Wallet ("**Platform Deposit**"), represented in your NOMO Wallet as E-Money which is available to you.
  - (b) You may also pay for goods or services provided by a Platform by using the E-Money in your NOMO Wallet ("**Platform Payments**"), by instructing us to make a Platform Payment for a specified sum from your NOMO Wallet by using the NOMO Services which is available via a participating Platform's app or website.
- 5.3. You will only obtain credit in your NOMO Wallet when cleared funds are received by the E-Money Issuer and the E-Money Issuer informs us of this. If we receive a notice of a reversal or refund from the Platform, we will act on those instructions and adjust the E-Money from your NOMO Wallet accordingly.
- 5.4. When we have received instructions either from you or the Platform in accordance with Clause 5.2 or Clause 5.3, we will provide you with an in-app confirmation in the NOMO App setting out information about the Transaction (unless the Platform will provide you with such information).
- 5.5. You acknowledge that we are entitled to rely on the instructions of the relevant Platform when receiving Platform Deposits, making Platform Payments and dealing with reversed payments and refunds.
- 5.6. The relevant Platform's decision is final as to Platform Deposits, Platform Payments and reversals and refunds. If you have any queries in relation to the value of the Platform Deposits, Platform Payments, reversals and refunds and/or your NOMO Wallet Balance, you should contact the relevant Platform. Any dispute in relation to the Platform Deposits, Platform Payments or reversals and refunds must be dealt with between you and the relevant Platform.
- 5.7. You must comply with the terms and conditions and the instructions of the Platforms.
- 6. Cashing out**
- 6.1. Cashing Out can be carried out in two different ways. You may:
- (a) in the NOMO App: instruct us to Cash Out a specified sum by following the Cashing Out instructions; or
  - (b) via a Platform: if the relevant Platform's app or website has the NOMO Cashing Out functionality, you may instruct that Platform accordingly.
- 6.2. We will Cash Out funds from your NOMO Wallet in accordance with your instructions received in accordance with Clause 6.1, unless we cannot do so for reasons described in these Terms.
- 6.3. You may only instruct us to Cash Out a sum which (when taking into account the relevant fees for that Cash Out) are less than or equal to your NOMO Wallet Balance. There is no overdraft facility available on the NOMO Wallet.
- 6.4. If you have instructed a Cash Out which exceeds your NOMO Wallet Balance, you will be liable for any sums paid out which exceed your available NOMO Wallet Balance. Note if you choose to Cash Out via a Platform (in accordance with Clause 6.1(b)) there may be additional restrictions on the amount of E-Money in your NOMO Wallet that can be Cashed Out.
- 6.5. When we have received instructions either from you or the Platform in accordance with Clause 6.1, we or the Platform will provide you with a confirmation setting out information about the Transaction.
- 7. Important Points regarding E-Money**
- 7.1. Your NOMO Wallet Balance will represent E-Money, issued by the E-Money Issuer, which is available to you as described in Clause 1 of these Terms. If you have any queries in relation to E-Money, please e-mail us at: [support@nomo.io](mailto:support@nomo.io).
- 7.2. **All sums which are paid into the account of the E-Money Issuer shall be owned by the E-Money Issuer from the moment of payment by the Platform. Similarly, all E-Money in your NOMO Wallet Balance is owned by us, although, subject to these Terms, we will manage your NOMO Wallet Balance in accordance with your instructions.**
- 7.3. The E-Money in your NOMO Wallet does not expire and will not earn any interest. Any interest that accrues from any balances held by the E-Money Issuer in the issuance and handling of E-Money will be retained by the E-Money Issuer for its own benefit.
- 7.4. **Note your NOMO Wallet Balance is not eligible for protection under the Financial Services Compensation Scheme (FSCS). The E-Money Issuer is required to adhere to the legal requirements under the relevant rules applicable to it (namely the Electronic Money Regulations 2011 and the Payment Services Regulations 2009) which are designed to ensure the safety of funds deposited as E-Money; however, if we or the E-Money Issuer become insolvent you may lose your money and may not be able to Cash Out your NOMO Wallet Balance. Note that these regulations do not apply to Docomo, or to Currency Transfers or payments made when Cashing Out.**
- 8. Currency exchange**
- 8.1. Each NOMO Wallet can only operate with a single Approved Currency. You can only receive payments in an Approved Currency if you have added the relevant NOMO Wallet for that Approved Currency to your NOMO Account. If you or any Platform on your behalf attempts to make a payment which results in a transfer of E-Money into your NOMO Wallet which originates from a currency other than the Approved Currency, the payment shall be subject to conversion into that Approved Currency at an exchange rate provided by us before it is made available to you in your NOMO Wallet.
- 8.2. Where you hold more than one NOMO Wallet in different Approved Currencies, you may make Currency Transfers between your NOMO Wallets.
- 8.3. We will convert any funds subject to a Currency Transfer at the exchange rate provided by us. You are responsible for checking the relevant exchange rate before making any such transfer.
- 8.4. You can only Cash Out from a NOMO Wallet in an Approved Currency into a bank account which is capable of receiving funds in that Approved Currency.

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### 9. Security and unauthorised payments

- 9.1. You must treat your NOMO Wallet Balance as carefully as you would treat money held in your bank account. As part of the NOMO Account opening process, you will be required to provide a unique e-mail address and/or user name, and password (collectively the "Credentials") that may be used to enable access to, or use of, your NOMO Account. It is your responsibility to keep such Credentials safe, secure and within your control. Your Credentials must not be shared with any other party.
- 9.2. If you believe or suspect that any other individual has access to your NOMO Account without authorisation, or your Credentials have been lost, stolen or otherwise compromised, you must contact us immediately by emailing us at [support@nomo.io](mailto:support@nomo.io).
- 9.3. We reserve the right to close, suspend, or limit access to your NOMO Account and/or any or all parts of our NOMO Services if we have reason to believe that your Credentials are no longer confidential to you or have been used without your authorisation. We will notify you of any closure, suspension or limitation of access in accordance with Clause 14.4.
- 9.4. If you are negligent with and/or grant access of your Credentials or access to your NOMO Account to any other person, then you are solely responsible for all actions and omissions such other person may carry out.
- 9.5. If you believe that there has been an incorrectly executed payment or unauthorised withdrawal from your NOMO Wallet, you must inform us immediately at [support@nomo.io](mailto:support@nomo.io) and we will liaise with the E-Money Issuer to seek a refund on your behalf, if available. However, if the suspected incorrectly executed payment or unauthorised withdrawal is due to the actions and/or omissions of the Platform, then Clause 5.6 above will apply.

### 10. Fees

- 10.1. Fees applicable for use of the NOMO Services can be found [here](#) ("Fees").
- 10.2. We will deduct the applicable Fee from funds which are Cashed Out. This means funds Cashed Out will appear in your nominated bank account less applicable Fee.
- 10.3. We reserve the right to review and update the Fees from time to time, and introduce new fees. However, we will give you 28 (twenty eight) days' notice by email prior to any price changes, during which time you may terminate your use of your NOMO Account if you are unhappy to agree to the price change. Should you fail to terminate your use of the NOMO Account within 28 (twenty eight) days after being notified of a price change, we will assume that you have agreed to the price change and wish to continue using the NOMO Account on the basis of the updated Fees.

### 11. Member verification checks

- 11.1. We are entitled to carry out in our reasonable discretion any and all necessary:
- (a) verification and 'know your customer' checks;
  - (b) other money laundering, terrorism financing, fraud or other illegal activity checks; and
  - (c) any other checks that we consider necessary, before processing any Transaction or as otherwise required under by applicable law and our own policies.
- 11.2. You will promptly provide us with all documents and information we request at any time:
- (a) so that we can carry out and be satisfied that we have complied with all identity checks required under applicable law, our own policies or by the E-Money Issuer; and
  - (b) where there is any change to applicable law, your status or the E-Money Issuer which would oblige us to carry out further identify checks required under applicable law, our own policies or by the E-Money Issuer.
- 11.3. We may decline to provide you with access to a NOMO Account (or suspend or close an existing NOMO Account) or not process any Transaction if you do not allow us to carry out the checks under Clause 11.1 or provide the documentation and information requested under Clause 11.2.

### 12. Use of the NOMO App

- 12.1. Please note we do not guarantee the NOMO App will be compatible with your mobile device. However, if you are able to download the NOMO App on to your mobile device, it is likely that your device will be compatible.
- 12.2. Please also note use of the NOMO App may be impacted by the terms of your agreement with your mobile device supplier, manufacturer and/or phone service provider. Such use will require the use of data which may incur costs with your phone service provider particularly when using roaming tariffs abroad.
- 12.3. We grant you a licence to use our NOMO Services that is personal to you only, limited, non-exclusive, revocable, non-transferable and without the right to sublicense. This licence is granted to you to allow you to electronically access and use NOMO Services for the purpose to receive the benefit of the NOMO Services in accordance with these Terms.

### 13. Restricted Activities

- 13.1. Notwithstanding any limitations described elsewhere in these Terms, we may introduce additional provisions, where reasonably necessary to protect you or us or otherwise to comply with any and all applicable laws, rules and regulations applicable to NOMO Services and establish general practices and limits concerning use of NOMO Services.
- 13.2. We treat the following matters as "Restricted Activities", that is, if you:
- (a) use NOMO Services, or we reasonably suspect you have used or will use NOMO Services, for any illegal purposes (including fraud, money laundering or tax evasion) or in breach of applicable law which impacts us or your (or any third party's) use of NOMO Services;
  - (b) breach any material term or condition of these Terms (which is not merely a trivial breach) or failed to remedy a breach of this Agreement in the manner we have informed you of;
  - (c) intentionally provide false, incomplete, inaccurate, or misleading information to us, which is not merely trivial (including any information as part of NOMO Account registration process, member verification checks and when providing instructions for Transactions);
  - (d) post or transmit material or otherwise use NOMO Services that is, or is complained of as infringing the Intellectual Property Rights or other rights of others, or is likely to be considered to be unlawful, obscene, promoting illegal activity or terrorism, defamatory, libelous, threatening, harassing, abusive, derogatory, invasive of privacy or publicity rights, fraudulent or tortious, vulgar, intimidating, profane, scandalous, pornographic, indecent, bigoted or hateful, embarrassing to any other person or otherwise objectionable as determined by us in our sole discretion (acting reasonably);
  - (e) reproduce, duplicate, copy, sell, resell or otherwise exploit for any commercial purposes, any portion of, use of, or access to NOMO Services not expressly permitted by us;
  - (f) create a database by systematically downloading and storing NOMO Services content unless this is expressly permitted by us;
  - (g) frame or mirror any part of NOMO Services without our prior written consent;
  - (h) post, transmit or otherwise allow any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine", or in any way reproduce or circumvent the navigational structure or presentation of NOMO Services (including its contents) or engage in any other conduct that restricts or inhibits any other person from using or enjoying NOMO Services, or which, in our reasonable opinion, exposes us to any liability or detriment of any type;
  - (i) post or transmit any files containing viruses, software or other materials that contain so-called viruses, worms, time bombs, Trojan horses, other harmful or disruptive component or other harmful computer code; and
  - (j) carry out any other prohibited activities that specify in relation to the operation of your NOMO Account and the provision of the NOMO Services as specified on the NOMO Website, including the prohibition of certain categories of payment transactions such as in the gaming, bitcoin and virtual currency sectors.

13.3. You agree not to conduct any Restricted Activities.

13.4. You agree to co-operate with us, as we may reasonably require to investigate any Restricted Activity related to your use of NOMO Services.

13.5. You acknowledge that we and the E-Money Issuer may report any suspicious activity to the relevant law enforcement agencies and provide to them any relevant information, documentation or assistance.

### 14. Term and Termination

14.1. These Terms commence from the date that you access and or use the NOMO Services until the time that these Terms with us are terminated. There is no minimum time period of when these Terms will be in effect.

14.2. Where:

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- (a) you do not provide us with documentation and information requested under Clause 11 (Member verification checks);
  - (b) we are unable to verify your documentation and information provided under Clause 11 or if we have any reason to suspect that any the documentation or information provided by you is inaccurate;
  - (c) you conduct or attempt to conduct any Restricted Activities, or if we reasonably believe, based on our actual or suspected knowledge backed by evidence, you may have, or the security of your use of NOMO Services (including your NOMO Account and/or your Credentials) have been compromised;
  - (d) you have opened multiple NOMO Accounts;
  - (e) we are required to do so under applicable law or under instruction by any regulatory or other competent authority; and/or
  - (f) you withdraw your consent to us processing your Personal Data as described in the Privacy Statement; we may take any action under Clause 14.3 below.
- 14.3.** We may do one or more of the following (a) suspend your access to your NOMO Account or any of the Services; (b) terminate your NOMO Account; (c) reverse any Transaction; (d) refuse to process a Transaction or Transactions; (e) close or suspend your NOMO Account and/or use of NOMO Services; (f) report any relevant information about you and your use of NOMO Services to a regulator, police or other law enforcement agency and/or government department or agency; and/or (g) do anything else we consider necessary, including claim damages from you.
- 14.4.** We shall inform you if we take any action under Clause 14.3 to the extent we are permitted to under applicable law.
- 14.5.** Either you or we may end these Terms and close your NOMO Account and NOMO Wallet by giving the other party 1 month's notice. Any notice from us may be provided by email to you. Any notice from you must be sent to us at [support@nomo.io](mailto:support@nomo.io).
- 14.6.** You can uninstall the NOMO App at any time. Please note though that deleting the NOMO App will not automatically result in the closure of your NOMO Account.
- 14.7.** We reserve the right to terminate any NOMO Wallet if it has been dormant for a period of 12 (twelve) months or more. For the purposes of this Clause, 'dormant' means we have not received any instructions to receive Platform Payments, make Platform Deposits or Cash Out in respect of that NOMO Wallet.
- 14.8.** In addition to the other rights to suspend and terminate the NOMO Services as set out in these Terms, we reserve the right to suspend or terminate your NOMO Account or terminate these Terms immediately at any time and without prior notice to you.
- 15. Following the closure of your NOMO Account**
- 15.1.** If we terminate your NOMO Account, we will contact you, and unless instructed otherwise (to the extent permitted by applicable law and subject to all member verification checks having been completed to our satisfaction as described in Clause 11) transfer a sum equal to the NOMO Wallet Balance to the most recent details you provided to us for your nominated bank account after deducting any Fees due and payable.
- 15.2.** If your NOMO Account is closed and/or these Terms are terminated for any reason, you agree that notwithstanding such closure or termination:
- (a) to immediately stop using NOMO Services;
  - (b) the licences provided by us under these Terms shall end;
  - (c) we reserve the right (but have no obligation) to delete all your information and account data stored on our systems and servers, and to the extent that we retain your information, we can continue to use it in accordance with the Privacy Statement and the licenses stated in these Terms; and
  - (d) we shall not be liable to you or any third party for termination of access to NOMO Services or for deletion of your information or account data.
- 15.3.** Any provision that is reasonably necessary to accomplish or enforce the purpose of these Terms after this Agreement has ended shall survive and remain in effect in accordance with their terms upon the termination of these Terms.
- 16. Important disclaimers**
- 16.1.** While we will aim to maintain an uninterrupted service through NOMO Services, NOMO Services is provided on an "as is" basis and we do not promise your access to NOMO Services will be delivered uninterrupted, securely, in a timely manner or error-free, or NOMO Services will be free from viruses or other harmful properties if due to circumstances outside our control, or if we are required to suspend or alter NOMO Services to protect the interests of any innocent party.
- 16.2.** We will use reasonable endeavours to ensure NOMO Services is available, however our responsibility to you is limited if there are interruptions to NOMO Services. If you are dissatisfied with NOMO Services, you may close your NOMO Account at any time.
- 16.3.** From time to time we may carry out maintenance of NOMO Services which may result in certain parts of NOMO Services becoming unavailable, in which case we will endeavour to notify you in advance. We are not liable to you for the unavailability of NOMO Services while we or the E-Money Issuer carries out any maintenance of NOMO Services.
- 16.4.** While we try to make sure NOMO Services is secure, you should note that transmission of information via the Internet may not be absolutely secure and could be subject to interception by governmental agencies or malicious third parties.
- 17. Tax**
- 17.1.** We shall charge a sum equivalent to the applicable tax due on the Fees where applicable.
- 17.2.** You are solely responsible for any tax, duty or similar levy due in relation to the funds held in your NOMO Wallet, and save as required by applicable law, we have no obligation whatsoever for any such tax, duty or similar levy.
- 18. Hyperlinks and third party sites**
- NOMO Services may contain hyperlinks or references to third party websites or apps other than NOMO Services. Any such hyperlinks or references are provided for your convenience only. We have no control over third party websites or apps such as the Platforms and accept no legal responsibility for any content, material or information contained in them. However, if we include a link to a third party's website, app, products or services, we may have a commercial relationship with that third party.
- 19. Potential Liabilities**
- 19.1.** You promise you will pay immediately, owe and be liable to Docomo for an amount equal to the losses, claims, demands, expense or other liability of Docomo arising from or related to:
- (a) you breaking these Terms or our Privacy Statement;
  - (b) disputes or litigation caused by your actions and/or omissions; and/or
  - (c) your negligence or violation or alleged violation of applicable laws or rights of a third party.
- 19.2.** If we fail to comply with these Terms or our Privacy Statement we are only responsible for loss or damage you suffer that is a direct and foreseeable result of our breach of these Terms or our negligence and we are not responsible for any loss or damage not directly foreseeable, or not our fault. We have no liability to you for any indirect or consequential loss or for any loss of profit, loss of revenue, loss of business, loss of goodwill, reputational damage or loss, business interruption, or loss of business opportunity.
- 19.3.** Subject to Clause 19.4 our maximum aggregate liability under or in connection with these Terms (including your use of NOMO Services) whether in contract, tort (including negligence) or otherwise shall in all circumstances be limited to £25.
- 19.4.** Nothing in these Terms shall limit or exclude either party's liability for
- (a) death or personal injury resulting from our negligence;
  - (b) fraud or fraudulent misrepresentation; and
  - (c) any other liability that cannot be excluded or limited by English law.
- 19.5.** We will not be responsible for any loss arising out of your failure to comply with Clause 4.2.
- 19.6.** We will not be liable or responsible for any losses you may incur that were not our fault or were because of any failure by us to perform (in part or full), or delay in performance of, any of our obligations under these Terms that is caused by an event or circumstance beyond our reasonable control including, but not limited to: strikes, lock-outs or other industrial disputes; failure of power, breakdown of systems or network access; riots, insurrection or war; fire, flood, mud-slide, earthquake, tsunami or other similar reasons of nature; or our or the E-Money Issuer's compliance with any applicable law.

## NOMO by Docomo Digital: Terms of Service

### 20. Amendments to these Terms

We reserve right to vary these Terms from time to time. Our updated terms will be displayed on the Wallet and Website. By continuing to use and access NOMO Services following such changes, you agree to be bound by any variation made by us. It is your responsibility to check these Terms from time to time to verify such variations. No other changes to these Terms are valid or have any effect unless agreed by us in writing.

### 21. Protection of Intellectual Property Rights

21.1. In these Terms “**Intellectual Property Rights**” mean all patents, copyrights (including copyright in source code, object code, developer tools, data, materials, content and printed and electronic specifications, integration guides, procedure manuals and related documentation) design rights, trade marks, service marks, trade secrets, know-how, business names, trade names, database rights and other rights in the nature of intellectual property rights (whether registered or not) and all applications for the same which may now, or in the future, subsist anywhere in the world, including right to sue for and recover damages for past infringements.

21.2. The NOMO Services and all Intellectual Property Rights in it and in content made available on it are owned by us, our licensors or both (as applicable). We and our licensors reserve all of our and their rights in any intellectual property in connection with these Terms. This means, for example, that we and they remain owners of them and free to use them as we and they see fit even following termination of these Terms.

21.3. Nothing in these Terms grants you any legal rights in the NOMO Services other than as necessary to enable you to access NOMO Services. You agree not to adjust to try to circumvent or delete any notices contained on NOMO Services (including any intellectual property notices) and in particular in any digital rights or other security technology embedded or contained within NOMO Services.

### 22. Making complaints

22.1. If you feel we have not met your expectations in delivery of our services or you think we have made a mistake, please let us know by contacting us at: support@nomo.io. We aim to respond to any complaint or dispute as quickly as possible and with a view to finding a satisfactory solution.

22.2. If you are not happy with how we have handled any complaint, you may wish to use the European Commission's Online Dispute Resolution platform which can be found here: <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.show&lng=EN>. Through this platform you can access further information about resolving disputes in relation to something you have bought online.

### 23. Other important terms

23.1. Our failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms shall be interpreted by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that these Terms shall otherwise remain in full force and effect and remain enforceable between the parties.

23.2. We are an independent contractor for all purposes when carrying out our obligations under these Terms. Nothing herein is intended to, or shall be deemed to, establish any other kind of legal relationship including: partnership, agency, trustee, fiduciary duty, joint venture or any other form of legal association between us.

23.3. No one other than a party to these Terms has any right to enforce any of these Terms.

23.4. These Terms are governed by English law. This means that these Terms and any dispute or claim arising out of or in connection with them will be governed by English law. You and we both agree that the courts of England and Wales will have non-exclusive jurisdiction. Nothing herein seeks to limit any mandatory rights that you may have as a consumer in your own jurisdiction or seek to prevent you from raising any claim in any court which you are entitled due to your status as a consumer.

23.5. The information provided within NOMO Services 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 rights to limit availability of NOMO Services or any portion of it, to any person, geographic area, or jurisdiction, at any time and in our sole discretion, and to limit quantities of any content, program, product, service or other feature we provide.

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