

Terms and conditions

Introduction

The ShopsUnity service (hereinafter the “**Service**”) allows users (hereinafter the “**User**”) to use the app for multiple purposes such as

- AI – Askme service, artificial intelligence bot-based service using third party solution. (Free).
- Local topup/recharge for United Kingdom available as e-pins (Face value chargeable)
- International voice calls – making VOIP OUT voice calls using the Internet, allowing communication with landline or mobile numbers. (per minute billing as per displayed tariff)
- Calling card purchases – E-pins calling card for third parties (Face value chargeable)
- Gift cards purchases – E-pins provided by third parties (Face value chargeable)
- Courier Services for local and international destinations (Face value chargeable)
- Buses Live – Across UK – Based on API services (Free)
- Tube network – Across London- Based on API services (Free)
- Tourism services – cheaper tickets for attractions (Face value chargeable)
- Ancillary services on time-to-time basis (Face value chargeable)

This Service is offered by Global Retail Tech Marketing Limited registered under the laws of England and Wales under company house **10943767** (hereinafter referred as “ShopsUnity”).

The Service is available through ShopsUnity mobile Application, which may be freely downloaded (excluding potential connection fees) on Google Play or the App Store, to all natural person over the age of the majority of age, who has subscribed with a Mobile telephony Operator and who wishes to use the Service, with the Application, for his own needs, for a strictly personal and non-commercial use only.

Under these General Terms and Conditions, it is agreed that ShopsUnity and the User shall be collectively referred to as the “**Parties**” and individually referred to as the “**Party**”.

1. LEGAL NOTICE

This website (the “**Portal**”) is the property and hosted by Global Retail Tech Marketing Limited registered under the laws of England and Wales registered company number **10943767** with registered address as **1 Agincourt Villas, Uxbridge Road, Hillingdon, Middlesex, England, UB10 0NX**

- Contact Email: care@shopsunity.com

1. GENERAL TERMS AND CONDITIONS

Access to and use of the Service is subject to these general terms and conditions (hereinafter referred to as the “**General Terms and Conditions**”).

Any order of Product offered for sale by ShopsUnity and allowing access to the Service requires consultation and explicit prior acceptance of these General Terms and Conditions, **by checking the "I agree to General Terms and Conditions" checkbox**. These General Terms and Conditions are permanently available on the Portal and will prevail, as appropriate, over any other document. In app by downloading

and using the app the user accepts all terms and conditions and understands service provider ShopsUnity is enabling these services for all other companies using best technology which is not error free and the provider doesn't accept any liability, losses or damages caused due to any reasons except the face value of the transaction charged. At no times, ShopsUnity will be liable to any damages, liability, claims or any other direct or indirect causes due to use or non use of any of the feature, products, services of the app.

ShopsUnity reserves the right, at any time, to update these General Terms and Conditions. However, the conditions applicable to the User are those in force on the day the order is placed.

Access to the Portal and/or the Application occurs under normal Internet connection conditions. No additional connection costs will be charged to the User unless charged by their provider which is beyond ShopsUnity.

DEFINITIONS

For the purposes of these General Terms and Conditions, the following terms shall have the following meaning, unless otherwise specified:

“Application” refers to the mobile software application called “ShopsUnity”, available free of charge, granting access to the Service, which the User has chosen to download on his/her mobile phone accepting terms & conditions and policies.

“Account” refers to the combined set of the User's MSISDN (i.e. the phone number and email address), with which the balance purchased by the User are associated for enabling other services on pay as you go basis.

“Mobile Operator” refers to the mobile phone operator with whom the User has subscribed to make and receive phone calls via this Mobile Operator network and including data transmission.

“Minutes Pack” Bundle or “Product” refers to the minutes of VOIP OUT communications, which are available for purchase on the Portal and/or on the Application allowing to access the Service or use of application using pay as you go service.

“Portal” refers to the website <https://www.shopsunity.com> from which the User can access the portal but service shall be strictly available via mobile app and only one device at any given time for each user.

“Due diligence” ShopsUnity will conduct due diligence and monitoring of users, in case of any misuse or attempt identified by the system, such user will be permanently disabled by ShopsUnity

“Networks” refers to the electronic communications networks open to the public, which are interconnected and run by any operator irrespective of technologies or standards used by these networks (cable, satellite, broadband, optical fibre, mobile phone, GPRS, EDGE, UMTS, Wi-Fi, WIMAX and so on).

“Service or ShopsUnity service” refers to the service called “ShopsUnity”, offering through master balance within the app which allows multiple services including purchase of Minutes Packs, a service of VOIP OUT calls as described in article 3 below, allowing communication to landline or mobile phones.

“Handset” refers to any mobile terminal equipment connected to the internet through the Networks, compatible with the operating systems as mentioned on the Portal, on which the Application is installed.

“VOIP OUT” refers to iCallOn Service function allowing a User to make a voice call from the Application to a landline or mobile telephone number via ShopsUnity super app.

Multi Lingual: ShopsUnity app and its features are available in multiple languages, these are translated using third party services, any pronunciation or spelling or grammatical errors are unintentional and due care is made to provide service with utmost professional outlook but it is not error free.

ARTICLE 2 – PURPOSE

The purpose of these General Terms and Conditions is to define the conditions in which the Service is provided and made available to Users and the rights and obligations of the Parties arising from.

ARTICLE 3 – DESCRIPTION OF THE SERVICE

The app is a super app building multiple services and thousands of products, SKU's under one simple application aimed at serving customers.

As part of iCallOn a calling feature allows the User to use the VOIP OUT function by purchasing Minutes Packs or pay as you go basis or bundles basis. The various VOIP OUT calling options and the corresponding commercial terms and conditions are described on the Portal and on the Application. Depending on the countries where the Service is available, all or part of the above-mentioned functionality may or may not be provided. Accordingly, the User is invited to refer to the Portal or to the Application before ordering the Product, to verify the exact scope of performance offered for each country for each service offered.

User understands that it is entirely own responsibility to download, use and validate all services offered and understands that for providing such services ShopsUnity retains small commissions on each user successful service, in line with agreements with provider, ShopsUnity will share margins with providers and pay necessary VAT on UK termination and enjoyment of the product and services for end use basis only or end termination of use basis on margin earned reverse charge basis.

ShopsUnity reserves the right to amend or withdraw its offer, features, services, icons, buttons, products or category without prior notice and without any liability whatsoever caused for any reason as may deem fit.

The User understands and acknowledges that the list of countries from where a VOIP OUT call is made, is likely to evolve over time. ShopsUnity will inform the User, whenever possible, that the Service is not available for a specific country before ordering the Product or service or calls generation. If the Service becomes unavailable for a particular country after an order, ShopsUnity will offer a refund or an equivalent service to similar quality and grade or refund actual purchase value of such item once verified internally and within 72 working hours.

VOIP OUT communications are only allowed between individuals for a non-profit use, within the limit of 300 different correspondents per month, unless otherwise stated in the Minutes Pack purchased or bundles or pay as you go tariff published. A call shall not last more than 2 hours. If the call is interrupted, the User shall dial again the other speaker's number and will be rounded to 1 minute of the call basis. Each topup/recharge/credit applied will be charged per minute basis as per the tariff displayed and subject to change/amend as necessary on time to time basis. Validity of such tariff will be 365 days from first successful call, should user balance expire no refund shall be provided and such user needs to re-apply fresh credit to avail the service.

ShopsUnity reserves the right to refuse and/or block any User's order that seems irregular (in particular regarding to the quantity of minutes ordered or bundles or Pay you go use) for iCallOn and for other services where use is deemed for commercial purposes in which case ShopsUnity will suspend such user and no liability shall be incurred by ShopsUnity.

In addition, VOIP OUT calls to special or premium rate numbers are not allowed and will not be routed through the Service. This service of iCallOn cannot be used for emergency service or emergency assistance service of any nature and user should never depend upon such service or feature for emergency purposes.

The Service is being regularly updated. Thus, the Application downloaded by a User may only be valid for a limited time, in view of these updates and any technical, legislative or regulatory changes that may compel ShopsUnity to publish a new version of its Application without any liability assigned.

ARTICLE 4 – ACCESS TO THE SERVICE

To use the Service, the User shall have an active mobile number with a Mobile Operator, an access to the Internet and mobile network as well as computing equipment and specific software, such application will not work without internet live connection, any disruption to connectivity shall not be fault of ShopsUnity and user must ensure it's not relying solely on ShopsUnity service.

The User therefore acknowledges the access to the Service may be affected by the performance of any of these elements.

The minimum requirements to use the Service are specified on the Portal, and by the Google (Android, Google Play) and Apple (iOS, App Store) operating systems distributing the Application. The User acknowledges and accepts that such systems requirements, which may change from time to time, are his/her sole responsibility and ShopsUnity is not responsible at any time for any failure caused to use the service.

Use of the Service involves data transmission from and to the User's Terminal/handset, operations that may be charged for the use of data flows. The User is then strongly encouraged to consult the applicable rates of his/her Mobile Operator prior using the Service, to ensure that any data consumption through the Service is not incompatible with a reasonable use of his Terminal. ShopsUnity cannot be held liable for excessive data consumption with respect to the terms of access to the Internet network as they have been agreed between the User and his/her Mobile Operator or service provider of internet or hotspot connection.

The User acknowledges that using the Service outside the European Union is likely to result in prices that are significantly higher than the normal price without prior notice or warning. It is the User's sole responsibility to enquire and to pay the roaming costs and other applicable charges imposed by the Mobile operator. In addition, within the European Economic Area, the Mobile operator could set a threshold of reasonable use beyond which web-browsing may be charged by the Mobile operator, with additional fees compared to the national tariff. To the extent that this consequence would limit the use of the Service, ShopsUnity shall under no circumstances be held liable.

The Use of the Service implies creating an account and purchasing credit, allocating credit to purchase balance for the use of pay as you go balance or Minutes Pack or bundles on the Portal or on the Application.

4.1 Creating an Account

To access and fully use the Service, the User shall register from the Application – which may be freely downloaded (excluding any potential connection fees) on Google Play or App Store, by fulfilling the required information to the creation of his/her Account (with his/her mobile phone number and a personal code sent by ShopsUnity also referred as OTP code, post that another security code sent to email address). Such account shall also be created by retailer or referral partner allowing them to earn referral commissions on each service used until the live status of such referral partner.

Creating the account is only possible from the Application, which shall be installed on the User's Terminal or handset connected with internet.

To avail services of the super app ShopsUnity and iCallOn services the Customer must log in according to the procedure indicated and such shall only be used by connected internet handled phone or terminal.

The User undertakes to ensure that the information provided during his/her registration is reliable and in accordance with reality and is permanently updated. Assuming that false, inaccurate or incomplete information is provided by the User, ShopsUnity shall be entitled to delete the Account and terminate these General Terms and Conditions without delay and without any liability. Such users will be recorded and notified to local authorities and any records shall be used for legal proceeding if required.

ShopsUnity guarantees the confidentiality of the data collected when creating the Account and shall keep in the secured cloud server and maintains strict GDPR policies and practices as per UK government guidelines.

The User is entirely responsible for the use of his Account and any misuse of the account due to any reason, ShopsUnity application and it's balance should be treated as cash and should be secured by user keeping it's data including login details extremely confidential and secured, any sharing to friends or family or third party is strictly prohibited. Using application out of country may barred the application, service without notice and user must email care@shopsunity.com for seeking such approval.

4.2 Placing an order

The User may familiarise itself with the various Products offered for sale by ShopsUnity on the Portal or on the Application, without being obliged to place an order or using the service.

Ask me service, tube service, buses service and other related services are offered free and without advertising revenues attached, however ShopsUnity may on time to time may decide to run pop up campaign, advert campaign to earn from such sources needed to maintain high quality of service.

For iCallOn pay as you go service, Minutes Packs or bundles offered for sale by ShopsUnity are those displayed on the Portal and on the Application the day they are consulted by the User, allowing the User to access the Service for one or several countries included on the list of countries allowing VOIP Out calls. Any lack of connectivity shall not be responsibility of ShopsUnity or it's feature iCallOn.

The content (length, destination and so on) of the Minutes Packs or bundles and their terms of use are detailed within the Application and on the Portal.

Minutes Packs or bundles are invoiced to the User at the current price as communicated to the User prior to placing his order. Prices are quoted in gbp all taxes included, or in the currency which has been notified to the User prior to the confirmation of his order.

ShopsUnity reserves the right to modify its prices at any time on the Portal or on the Application. Bundles or Minutes Packs are invoiced on the basis of the current prices at the time of validation of the order by the User and subject to change without prior notice and without any liability assigned to ShopsUnity.

The User can purchase Products directly on (i) the Application by logging into his Account or (ii) on the Portal via retailer, providing his telephone number and following the specified procedure (indicating on the Portal the SMS code sent by ShopsUnity which is also termed as OTP code).

4.2.1 Purchase of featured service on the application

The User selects the feature he/she is interested in and is then redirected to use the same feature and for selected service or product pays full value displayed deducted from master wallet, for iCallOn service such user needs to purchase a credit either from master balance or card pin.

The User shall indicate his phone number, on which a code will be sent by SMS. The User shall then enter the code sent in the box provided for this purpose. If the identification sequence is successful, the User is then returned to the final payment step or use special purchase pin within system as security, such pin is

unique for each account and user must not share such pin and treat as cash or bank card pin fully secured at all times.

Once the User is identified, a detailed summary of the User's order appears, specifying the nature, quantity, destination and price of the Product selected by the User or feature details and user will purchase and able to download the receipt or share via other messaging platforms available or self email as necessary and for record purposes.

Once the User has taken note of these information, the User may confirm his order by proceeding to the payment. Payment will be made, unless the server is unavailable, immediately on the Internet by credit card/physical scratch card.

Most international credit and debit cards, including Visa and Mastercard, are accepted by ShopsUnity and 5% will be charged as processing fee as charged by Stripe to ShopsUnity for accepting and processing, user is able to transfer credit to master account free of charge via retailer of iPayOn or referral partner appointed or purchasing scratch card.

It is specified that for greater simplicity, the User may, if he/she so wishes, register the 16 numbers of the credit card used as well as its expiry date on the Portal and on the Application in relation to his/her Account but it is highly recommended to use alternate free service method for applying credit balance. The backup, processing and confidentiality of this data will be carried out by stripe, a provider for payment solution to ShopsUnity. These data will under no circumstances be used for purposes other than those referred to herein, namely the payment of the User's order.

At the end of the ordering process, the User acknowledges having read and accepted the General Terms and Conditions by checking the box provided to that end. Then, the User definitively confirms his/her order by clicking on "Confirm payment" box. Such confirmation of the order implies the User unconditionally acceptance of the General Terms and Conditions.

As soon as the User confirms the payment of his order by credit card and the payment is accepted, the order is confirmed and becomes irrevocable (the order will be saved on the computer records of ShopsUnity which are kept on a reliable and sustainable media, and shall be considered as a proof of the contractual relations between the Parties). A confirmation message (SMS) will then be sent to the User or screen will display confirmation of such purchases and shall deemed as confirmed order and refund shall not be provided, summarizing information about his/her order in statement or report can be found at no cost subject to internet connection to the application.

ShopsUnity reserves in any event the right to refuse any order or delivery in the event of (i) any dispute pending with the User; (ii) total or partial non-payment of a previous order placed by the User; (iii) refusal to authorize payment by credit card from banking institutions; (iv) non-payment or partial payment of the order. ShopsUnity may therefore not be held liable under any circumstances.

The Products purchased whose payment has been validated are immediately made available to the User.

In the case user wishing to cancel the account and requires bank transfers shall address an explicit statement/unambiguous declaration or provide a withdrawal form, to the following address care@shopsunity.com notifying its willingness to withdraw along with scanned ID proof of user and this should match exactly with the name of the account holder of the user account with address matching.

It is entirely user responsibility to keep ShopsUnity informed about address changes and any changes to personal information changes. Such refunds will take 21 working days from submission and no interest shall accrue on such refund process as ShopsUnity will need to document and do necessary due diligence.

The User is however reminded that, the right of withdrawal may not be exercised to (i) service contracts fully performed before the end of the withdrawal period ; or to (ii) contracts providing dematerialised

digital content whose performance has begun after User's prior express agreement and after an express waiver of his/her right of withdrawal (iii) No refund can be exercise by ShopsUnity once displayed as provider of such service shall not offer refund to ShopsUnity and user must raise such dispute with actual provider of the service to claim refund. Once product or service is released ShopsUnity shall have completed it's legal responsibility and will not be liable for refund, unless genuine situation which will be decided by ShopsUnity exclusively on case by case basis and subject to product and services. User must not purchase service or goods or order pins if unsure, once purchased no refund or cancellation will be done and no reasons will be constitute as legal binding as it will be deemed to be used and utilised hence refund or replacement or adjustment will not be possible under any circumstances.

Pursuant to this article, the User acknowledges that he expressly waives his right of withdrawal from the moment all or part of Product is used or exposed to the user.

4.2.2 Purchase of iCallOn credit on the Application

Once the Application is downloaded on the Terminal/handset and the Account is created, the User may buy Minutes Packs or bundles or just use as pay as you go directly on the Application through an In App Purchase or a "purchase through the Application", by entering his password or by using biometric authentication (fingerprint, Touch ID or address ID). Any purchase through the Application requires prior acceptance by the User of the general terms and conditions of the marketplace used (Google Play or the App Store).

The User selects the product he is interested in and shall indicate his Apple or Google Play user information and his password, or biometric authentication. If the identification is successful, the purchase is complete, and the User is invoiced according to the general terms and conditions of the marketplace used.

If the User wishes to exercise his right of withdrawal from the Application, the User shall refer to the dedicated sections edited by Google Play and App Store, which recommend, according to the general terms and conditions currently in force, to follow the instructions defined below. However, due to regular updates of these general terms and conditions, the User shall regularly check on the above-mentioned marketplaces website.

- On iPhone/iOS:

If the User has purchased a Minutes Pack or bundle or credit balance with his Apple ID, and has not waived his legal right of withdrawal by starting to use the content of the Minutes Pack or bundle or pay as you go minutes, a withdrawal form shall be sent to Apple Distribution International; or the User shall:

- Go to the page "report a problem";
- Indicate his/her Apple ID;
- Select "purchase history";
- Select the relevant purchase and click on "report a problem";
- Mention his/her willingness to withdraw.

ShopsUnity has rights to register fraudulent activity users or attempt user aiming to claim post usage of the product – such users will be flagged to Apple team for investigation and local authority for investigation. It is illegal to claim refund once product is used and features used.

On Android:

If the User has purchased a Minutes Pack or bundle or minutes packs or pay as you go minutes through Google Play, and has not exercised his/her right of withdrawal by using the content of the Minutes Pack, a withdrawal form shall be sent to Google Trade Limited; or the User shall:

- Go to play.google.com/store/account ;
- Click on “order history”;
- Select the relevant purchase;
- Click on “more details”;
- Select "Request a refund" or “Report a problem”, and then choose the option that matches the current situation;
- Complete the form and indicate the refund request.

The User may also request a refund by going to "[Get a refund on Google Play](#)" page and follow the detailed instructions under the section " Apps, games, & in-app purchases (including subscriptions)".

ShopsUnity has rights to register fraudulent activity users or attempt user aiming to claim post usage of the product – such users will be flagged to Google play team for investigation and local authority for investigation. It is illegal to claim refund once product is used and features used.

In all other normal circumstances where user has received topup using retailer or reseller or using debit or credit card in such circumstances refunds can be obtained by writing to care@shopsunity.com

ARTICLE 5 – LIABILITY AND GUARANTEES OF THE USER

The User shall be careful, cautious and shall demonstrate awareness about the information available and/or send. Using the Service, the User should refrain from attempting to mislead third parties by usurping the name or the corporate name of other persons and more particularly by claiming to be an employee of ShopsUnity. The User undertakes to alert ShopsUnity to any unauthorized use of his/her Account, or any other breach of the security of the latter.

The User agrees to only use the Service for lawful purposes and in accordance with the applicable legislation, and recognizes that it is forbidden to communicate or forward illegal content through this Service, failing which the User would be prosecuted and held liable to legal proceedings (civil and/or criminal).

The User undertakes to use the Service in accordance with the purpose for which it has been defined and marketed. The User also undertakes not to use the Service in a way which would be contrary to its purposes or these General Terms and Conditions.

In particular, the following shall be considered as inappropriate use of the Service giving rise to suspension and/or termination of the Account, under the conditions of Article 7 below:

- use of communications for non-personal purposes (in particular for business purposes) or products or services for business purposes;
- use of the Service for illegal or malicious purposes;
- use the Service which may harm ShopsUnity or may result in a violation of its rights;
- use whether free or not of the Service a means of re-routing communications or connecting people;
- uninterrupted use of the Service in particular by automatic and continuous dialling of numbers on the line;
- transfer or resale, total or partial, of communications;
- mass sending of communications whether automatically or not;
- spreading any virus or computing file designed to limit, interrupt or destroy the Service network and/or any terminal or other telecommunications tool;

- data or elements transmission of any kind which would be in violation of the laws and regulations in force, with a threatening, shocking or defamatory character or which would breach confidentiality;
- transmission of any unsolicited or unauthorized advertising, and in particular “spam”, as well as any action leading to the congestion of the Service and of its network ;
- use, as part of the Service, of a content of any nature whatsoever (text, audio, video, etc.), or other device or data, or malware program that may contain viruses, Trojan horses or worms, intended to damage or interfere with the proper functioning of the Service, the Application and/or the Portal.
- Using ShopsUnity service for business or commercial or third party purposes outside allowed jurisdiction or restricted jurisdiction.

ARTICLE 6 – LIABILITY AND GUARANTEES OF ShopsUnity

ShopsUnity undertakes to deliver any third-party product or service to the User, whose characteristics (quantity, duration, specification, requirements and destination) are compliant with the User’s order. If ShopsUnity fails to properly deliver, the User shall be entitled to request the refund, such refunds shall be executed on sole discretion of ShopsUnity post due diligence of verifying with provider of such service, incase ShopsUnity due to GDPR cannot communicate with the user in such case such user will need to apply for refund from actual provider who holds end to end information to which ShopsUnity will not be party.

At any stage, ShopsUnity will not be held responsible for making such products or services available as distribution channel and user must note and fully understand that ShopsUnity is not the producer of such service and is only acting as distributor or middleman or agency or agent for cash collection and marketing and not the provider. ShopsUnity undertakes to develop capacities for the Service to be perfectly working and to take the necessary measures to ensure the Service’s continuity and quality.

In case of the Application and/or the Service malfunction preventing the normal use of the Product purchased, the User may (i) send a refund request to Apple Store or Google Play according to the conditions laid down to that end, or (ii) send a request to ShopsUnity to the following address 1, Aginscourt Villa, Uxbridge, UB10 0NX; or by mail to care@shopsunity.com ShopsUnity as well as the members of its staff, respect the secrecy of Users’ correspondence. Secrecy covers entirely the correspondence’s content and the correspondents’ identity.

6.1. Limits of liability for ShopsUnity

ShopsUnity does not guarantee, under no circumstances, that the Service or the Application are error- free or suited for the specific needs of the User. ShopsUnity is bound by a best-efforts during each stage to access the Portal or the Application, including consulting, identifying, purchasing, payment or any other potential service available on the Portal or the Application. ShopsUnity may not be held liable in the event that User's data and/or messages contain illegal content and/or infringe the rights of a third party. ShopsUnity may not be held liable for the consequences resulting from the unauthorized access by a third party to a User’s Account because of the negligence of the latter. The User shall immediately warn ShopsUnity of any unauthorized use of his/her account or any security breach regarding his account.

6.2. Specific limits to emergency calls

“Emergency Calls” refer to calls made to hospitals, police services, medical care units or other services which allow connection to an emergency service. It is acknowledged that the VOIP OUT function of the ShopsUnity Application does not replace the mobile telephony service provided by the User’s Mobile Operator. To make an Emergency Call, the User will be redirected to the telephony service of his/her Mobile Operator. The User is asked to close the Application so as to directly dial the emergency number through his/her Mobile Operator’s Network. The Application does not allow the User to make an Emergency Call. Since the transmission and routing of Emergency Calls is not carried out by the Service, ShopsUnity may not be held liable if these Emergency Calls are unsuccessful, in particular if the Emergency

Calls cannot be routed by the Mobile Operator for technical reasons and/or because of the geographical situation of the User.

ARTICLE 7 – SUSPENSION – TERMINATION – RENEWAL

7.1 Suspension & Termination of the General Terms and Conditions

ShopsUnity reserves the right to suspend or terminate the execution of these General Terms and Conditions, and therefore the User's Account, or to delete the corresponding minutes from the User's Account, without notice or compensation in the following cases:

- The User (including his User Account and/or the connection from his Terminal) is liable for a breach of his obligations, in particular those mentioned in article 5 of these General Terms and Conditions;
- Any attempt or act of hacking or illegal use of the information available and/or flowing through the Service, or information stored on the Users' Accounts, is caused by or originated from the User's Account;
- Any attempt or act of hacking of the equipment of ShopsUnity's network necessary for the provision of the Service is coming from the connection or equipment used by the User;
- Third parties report that the User (a) does not comply with these General Terms and Conditions and/or (b) uses the Service in a way that is likely to harm third parties and/or (c) uses the Service in a way that would be contrary to moral or public order, and, in any event, after investigation by ShopsUnity;
- The contact details, in particular the address of the User as communicated by the latter, do not reflect the reality.
- In the case of a payment incident or of a suspected fraud regarding the payment, including cases where ShopsUnity knows or has serious reasons to believe that the amount corresponding to the minutes ordered by the User through a payment mechanism has not actually been debited from the User's Account;

7.2 Deactivation of the Account at the initiative of the User

The User may deactivate his/her Account at any time by uninstalling the Application from his/her Terminal and by sending a request to ShopsUnity at the following address care@shopsunity.com

7.3 Renewal

Bundle pack, Payasyou go minute or Minutes Packs are valid for an initial period of 365 days after their purchase.

Beyond the above-mentioned period, such will be expired, provided that the User requests it to remain active on last 14 days of validity. To do so within the time limit, the User shall request the reactivation of the Packs by contacting ShopsUnity team at the following address care@shopsunity.com

ARTICLE 8 – AGREEMENT ON PROOF

It is expressly agreed that the Parties may communicate electronically for the purposes set forth by these General Terms and Conditions, provided that the technical security measures ensuring the confidentiality of the data exchanged are implemented.

The Parties agree that electronic communication between them validly prove the content of their discussions and undertakings. As such, the order will be saved on the computer records of ShopsUnity, which shall be kept on a reliable and durable device and shall be considered as a proof of the contractual relations between the Parties.

ARTICLE 9 – TRANSFERABILITY

The User shall not transfer to a third party any of the rights or obligations hold under these General Terms and Conditions. Failing such would lead to the suspension and/or deletion of the User's Account. Besides, the User shall be held liable for the content or any other data available online or sent from his/her Account.

ARTICLE 10 – PERSONAL DATA

Concerned about the protection of personal data which are transmitted by the User through the Service, whether through the Application or the Portal, ShopsUnity has implemented a policy of personal data processing, available at any time on the Portal at the following address:
<https://www.shopsunity.com/Privacy>.

ARTICLE 11 – INTELLECTUAL PROPERTY

11.1 Right of the User

The User is and remains owner of the data send through the Service and notably the data of the Account. ShopsUnity will have unrestricted access to such data for fulfilling it's obligation, ShopsUnity will be free to share such information with legal requirements included but not limited to police, court, council or required authority only on their request basis. User data for iCallOn will be retained which are defined as CDR's for 3 months and for other services 6 months and shall be deleted earlier should ShopsUnity exclusively deem fit.

11.2 Right of ShopsUnity

ShopsUnity is and remains the sole owner of its Service, Application, Portal, software applications, graphic charter, brands, logos, concepts, technology, software, data bases, and content made available for the Users, which are protected by ShopsUnity's intellectual property rights (including copyrights, trademark and patent rights). The User undertakes not to use or reproduce ShopsUnity's intellectual property rights (and in particular ShopsUnity's brands, its logos used on the Application and/or on the Portal) on any product or support, for any reason whatsoever. It cannot be inferred that the use of the Service grants to the User an authorization to use ShopsUnity's intellectual property rights (and in particular ShopsUnity's trademarks or logos), for any reason whatsoever.

The User recognizes that no intellectual property right on the Service components are granted to him/her. Such rights are and remain the sole property of ShopsUnity. Moreover, the User shall not use any of these components in another context than the one exclusively set out in these General Terms and Conditions.

All improvements, updates, derived products or developments that are realised, created or developed by ShopsUnity concerning the Service are and will remain the sole property of ShopsUnity. The User acknowledges and expressly accepts that any contribution under the form of services, suggestions, ideas, reports, identification of faults, expenditure, or any other contributions made by the User, do not grant him/her any right, title or interest in any of the elements or components of the Service.

No User or Portal visitor may implement a hypertext link to the Portal, without express prior ShopsUnity's consent. User will not publish any malicious or damaging content about ShopsUnity anytime either directly or indirectly, knowingly or unknowligly

11.3 Right of use (licence)

ShopsUnity grants to the User a right of use which is non-exclusive, non-transferable, revocable, and valid for the entire world and cannot be subject to sub-licensing, of the Application and/or software components of the Application.

This authorization is conditional upon the acceptance of these General Terms and Conditions.

The authorization does not authorize the User to access or use any source code of the Application and/or software components of the Application or UI (user interface) for any purposes and such attempt or use shall constitute as a serious breach and criminal offence and ShopsUnity will take necessary legal action towards the user, any fees including court, legal, time, travel and all direct and indirect charges will be claimed from such user including financial compensation and damages.

The User must not:

- use, copy, modify or distribute the Application and/or software components of the Application, except as expressly authorized by these General Terms and Conditions;
- disassemble, decompile or translate the Application and/or the software components of the Application, except as expressly authorized by the laws or regulations which are applicable;
- sub-licence or transfer the Application and/or the software components of the Application.

ARTICLE 12 – EXTERNAL LINKS

The Portal may contain hypertext links redirecting the User to other websites. ShopsUnity does not undertake any commitment for other website to which the User may have access through the Portal and may not be held liable for the content, functioning, services offered or access to these websites.

ARTICLE 13 – APPLICABLE LAW – GENERAL PROVISIONS

If one or several stipulations of these General Terms and Conditions are null or declared to be such under the governing law or regulation, or following a final judicial decision, the other stipulations shall remain in full force. The Parties shall not be held liable or considered as having breached these General Terms and Conditions if a delay or a non-execution occurs, when the cause of the delay or non-execution is linked to a case of force majeure.

Except when prohibited by the governing law, these General Terms and Conditions are subject to law of England and Wales. Any dispute or claim in application of these General Terms and Conditions between the Users and ShopsUnity, or any failure, termination or invalidity of this document will be subject to the competent courts.

ARTICLE 14 – CONTACT – CLAIM – MEDIATION

Any claim or dispute relating to the Service should be transmitted by email to care@shopsunity.com or in the section "Contact us" of the Application.

If the User is not satisfied with the way ShopsUnity has handled his complaint, the User may seek the assistance of an independent consumer mediator, who has been suggested by the mediation service [TBC], to try to reach an amicable outcome to the dispute, by contacting him / her according to the following instructions:

- electronically: [to be completed];
- or by post: [to be completed].

User will also be able to get quicker response by contacting care@shopsunity.com and ShopsUnity will do its very best to assist the user.

Privacy Policy

"The Website" (www.shopsunity.com, www.icallon.com) and "the App" (ShopsUnity) are owned and operated by Global Retail Tech Marketing Limited. This policy, together with our Terms and Conditions, explains how ShopsUnity may use information we collect about you when you access the Website or the App, as well as your rights over any personal information we hold about you. Please read this policy and our Terms and Conditions carefully. By accessing the Website and App, you confirm to have understood and agreed to them.

Information we collect about you

- We collect information about you when you:
 - visit the Website or use the App, and other sites accessible from the Website or App.
 - register with and buy products or services on the Website or App.
 - take part in promotions, competitions, customer surveys and questionnaires.
 - contact us for any reason.
- We collect personal data in a variety of ways, such as when you visit any of our websites, download our apps, interact with electronic advertisement, use our services, make a purchase, complete a survey or competition entry, contact us and use our customer portal. Examples of this information can be collected as follows:
 - **Registration and account information:** e.g. your phone number, name, email, profile picture, address and, password, time zone, language, currency, EU VAT number.
 - **Device and connection information:** We collect device and connection-specific information when you install, access, or use our services. This includes information like hardware model, operating system information, app version, browser information, and mobile network, connection information including phone number, mobile/phone operator or internet service provider, language and time zone, and IP, device operations information, and identifiers like device identifiers. When you install the ShopsUnity app, you'll also be asked to allow us access to your mobile device's address book. A copy of the phone numbers, names and, if applicable, account identifiers for our services, of all your contacts (whether they are a ShopsUnity customer or not – but only name, phone number and their account identifier) will be collected in order for us to provide functionality and administer our services.
 - **Activity and usage information:** e.g. information about your use of our services and other activities in relation to ShopsUnity, such as information about when you registered to use our services, how you use our services, items you purchase, the features you use, your services settings, the time, frequency, and duration of your activities and interactions (e.g. the phone numbers and/or other identification details of the calling and receiving party, the start time, call duration, messages, mobile money top-ups, delivery notices), log files, and diagnostic, crash, website, and performance logs and reports.
 - **Location Information:** We collect device location information if you use our location features.
 - **Customer support and social media:** If you use our Customer Support service, interacts with us on our social media channels or in any other way, we may keep a record of that interaction, including the correspondence such as copies of emails and your email address.
 - **Behavioural and tracking details:** e.g. location data, behavioural patterns, personal preferences, IP-number, cookie identifiers, unique identifier of devices you use to access and use the services and our websites.
 - **Payment information:** We collect billing details, name, address, email address, bank details and other financial information corresponding to your selected method of payment. However, we will only store name, address, email and issuing bank (i.e. we don't store payment card details).

Using your information

Collecting your personal information helps ShopsUnity to better understand what you need from us. We use your information to:

- manage and improve the Website and App.

- administer and operate your account.
- personalise our services to you.
- tell you about important changes to the Website and our services.
- understand your shopping behaviour to develop and improve our products and services.
- manage promotions, competitions, customer surveys and questionnaires.
- check and verify your identity, and prevent or detect crime.
- We may share your personal information across our sister companies so they can provide you with relevant products and services.
- Your personal information is safe with us and will never be released to companies outside the ShopsUnity sister companies for marketing purposes.

Marketing and research

- If you agree, we may contact you:
 - with offers and information about ShopsUnity products or services
 - with offers and information about partners' products or services
 - for customer research e.g. to help improve our services
- We may contact and communicate with you using several methods including; email, phone, SMS, app messages, in-app push notifications and any other appropriate channel.
- Push notification preferences should be managed from the iOS or Android device that you have the App installed on.
 - Android users can opt out by deselecting the 'Receive Notifications' tick box in the ShopsUnity.
 - iOS users can opt out by going to Settings>Notifications>ShopsUnity and then deselect the 'Allow Notifications' toggle.
- If you wish to formally opt-out of any of these communications you may:
 - email care@shopsunity.com

Cookies

- In order to comply with new rules, we use a system of classifying the different types of cookies which we use on the Website, or which may be dropped by third parties through our websites.
- What is a cookie?
 Cookies are text files containing small amounts of information which are downloaded to your personal computer, mobile or other device when you visit a website. Cookies are then sent back to the originating website on each subsequent visit, or to another website that recognises that cookie. Cookies are useful because they allow a website to recognise a user's device.
 - **Persistent cookies** - these cookies remain on a user's device for the period of time specified in the cookie. They are activated each time that the user visits the website that created that particular cookie.
 - **Session cookies** - these cookies allow website operators to link the actions of a user during a browser session. A browser session starts when a user opens the browser

window and finishes when they close the browser window. Session cookies are created temporarily. Once you close the browser, all session cookies are deleted.

Cookies do lots of different jobs, like letting you navigate between pages efficiently, remembering your preferences, and generally improve the user experience. They can also help to ensure that adverts you see online are more relevant to you and your interests.

- **Cookies used on the Website**

A list of all the cookies used on the Website by category is set out below.

- **Strictly necessary cookies**

These cookies enable services you have specifically asked for. For those types of cookies that are strictly necessary, no consent is required.

These cookies are essential in order to enable you to move around the Website and use its features, such as accessing secure areas of the Website. Without these cookies services you have asked for, like shopping baskets or billing, cannot be provided.

- **Performance cookies**

These cookies collect anonymous information on the pages visited. By using the Website, you agree that we can place these types of cookies on your device.

These cookies collect information about how visitors use the Website, for instance which pages visitors go to most often, and if they get error messages from web pages. These cookies don't collect information that identifies a visitor. All information these cookies collect is aggregated and therefore anonymous. It is only used to improve how the Website works.

- **Functionality cookies**

These cookies remember choices you make to improve your experience. By using the Website, you agree that we can place these types of cookies on your device.

These cookies allow the Website to remember choices you make, such as your user name, language or the region you are in, and provide enhanced, more personal features. These cookies can also be used to remember changes you have made to text size, fonts and other parts of web pages that you can customise.

- **Targeting or advertising cookies**

These cookies collect information about your browsing habits in order to make advertising relevant to you and your interests.

These cookies are used to deliver adverts more relevant to you and your interests. They are also used to limit the number of times you see an advertisement as well as help measure the effectiveness of the advertising campaign. They are usually placed by advertising networks with our permission. They remember that you have visited a website and this information is shared with other organisations such as advertisers. Quite often targeting or advertising cookies will be linked to site functionality provided by the other organisation.

- **Using browser settings to manage cookies**

The Help menu on the menu bar of most browsers will tell you how to prevent your browser from accepting new cookies, how to have the browser notify you when you receive a new cookie and how to disable cookies altogether. You can also disable or delete similar data used by browser add-ons, such as Flash cookies, by changing the add-on's settings or visiting the website of its manufacturer.

However, because cookies allow you to take advantage of some of the Website's essential features, we recommend you leave them turned on. For example, if you block or otherwise reject cookies you will not be able to add items to your Shopping Basket, proceed to Checkout, or use any of our products and services that require you to Sign in. If you leave cookies turned on, remember to sign off when you finish using a shared computer.

Accessing your information

- The Act gives you the right to access information held about you. Your right of access can be exercised in accordance with the Act. Any access request may be subject to a fee of £10 to meet our costs in providing you with details of the information we hold about you.

Changes to our policy

- This policy replaces all previous versions and is correct as of April 2023. We reserve the right to change the policy at any time without any prior notice.

Contacting us

- If you have any queries, please contact us by email at care@shopsunity.com