



Wayja Terms & Conditions

Wayja Limited Company Number: 13461791

Terms and Conditions

• Introduction

- Wayja is a social peer-to-peer betting platform that allows you to bet against your friends and other users on absolutely anything.
- The Company is licensed and regulated by the United Kingdom Gambling Commission.
- The Company only operates gambling activities in the United Kingdom.
- The Company is not a bookmaker.
- The Company does not accept, create, or stake money or anything of value, on fixed odds bets, and/or any open bet from any User or Social Group.
- The Company provides an online digital platform to administrate informal bets.
- The Service Fees paid to the Company is to gain access to the Online Digital Platform administration informal bets.
- The Service Fee is in no way or manner associated with the outcome of any informal bet or wager.
- The Company derives no fee or gain, or loss based on the outcome of any informal bet or wager.
- The Company is not a credit provider and does not in any circumstances provide any credit to any User or Social Groups.
- The Company does not provide any financial or tax advice.
- The Company does not provide an interactive gambling service to its Users.

• Definitions

- **"Access codes"** means any of your secret numbers used to access the Company's Online Digital Platforms (App, website, or online portal), including the Users personal identification number (PIN), biometric PIN equivalent, phone number, email address, password, username, or App digital identity code.
- **"Affiliate"** means, in relation to the Company, any person directly or indirectly controlling, controlled by or under its common control or supervision.
- **"App"** means the application software that is provided by the Company that may be installed or downloaded from an online application store on a compatible device for the purpose of providing the Service.
- **"App store"** means the Device's application store provided by Apple, Google, or Huawei, as is applicable to the User, from which the User downloads the App.
- **"Applicable laws"** means whenever updated:
 - all laws, ordinances, constitutions, regulations, statutes, treaties, or by-laws;
 - policies, directives, rules, or other instructions of any relevant regulatory authority;

- any instrument having the force of law;
- the common law, judgement, order, or decree,

as all connected to the User and the Company's obligations under these Terms and Conditions governed by, and interpreted in accordance with, the laws of England.

- **"Cookie"** also known as browser cookies or tracking cookies, means small, often encrypted text files, located in browser directories. They are used by web developers to help Users navigate websites efficiently and perform certain functions. Please review Our Privacy and Cookie Policy.
- **"Device"** means any electronic equipment that sends, receives, or processes electronic data including but not limited to any mobile phones, desktops, laptop computers or tablets which are connected to the Company's Online Digital Platforms.
- **"eWallet"** means the digital wallet that contains any funds due to a User, which can be accessed from within the Company's Online Digital Platforms.
- **"Intellectual Property"** means all intellectual property, whether registered or not, including but not limited to:
 - trade names, logos, patents, inventions, goodwill, trademarks, know-how, designs, copyright;
 - source codes, trade secrets, concepts, ideas, methods, specifications.
- **"Intellectual Property Rights"** means all rights in and to Intellectual Property.
- **"Merchant"** means the purchase of goods or services from a third-party natural person or legal entity registered and approved on the Company's Online Digital Platforms.
- **"Online Digital Platforms"** means the Company's online digital platforms including but not limited to the App, websites, and online portals.
- **"Personal Information"** means Information about the user as an identifiable natural or juristic person, including but not limited to, identity, contact, financial, technical, and marketing data. Wayja is committed to protecting and respecting the Users privacy and complies with all applicable data protection and privacy laws. Please review Our Privacy and Cookie Policy;
- **"Profile"** means the digital identity the User creates when registering on the Online Digital Platforms. The User will get a digital identity code for the secure login process.
- **"Prohibited Activity"** means using Wayja's Online Digital Platforms for illegal purposes, including but not limited to money laundering, fraud, collusion, cheating, misleading, misrepresentative of information and/or of identity.
- **"Service"** means the Online Digital Platform offered by the Company to administrate informal bets and payments.
- **"Service fee"** means the fees charged to use the Online Digital Platforms;
- **"Social Group"** means a group of Users on the Online Digital Platforms;
- **"The Company"** means Wayja Limited, including its affiliates, a company registered in accordance with the laws of England and Wales, with Company number 13461791.
- **"Terms"** means the terms and conditions set out in this document;
- **"Transaction or transact"** means any actions that is executed on the Users behalf using the using the Online Digital Platforms;
- **"User"** means a natural person who registered on the Online Digital Platforms;
- **"Website"** means all the websites operated by Wayja, <https://www.wayja.me>, <https://www.letswayja.com>.
- **"You or your"** means User as defined in point 2.22 above.
- In this Agreement, unless inconsistent with the context, words referring to:
 - the singular includes a reference to the plural and vice versa; and

- natural persons includes a reference to juristic persons and vice versa.
- The Company is committed to valuing and validating the gender identity and expression of Users. Gender identity refers to an individual's internal sense of gender, regardless of the sex assigned to them at birth or the sex designation on their legal documents.

- **Overview**

- The Terms constitute a binding contract between the User and the Company (“the Agreement”) and govern the use of the Service offered by the Company, but in no way regulates the relationship between the User and other Users and/or creates any rights and/or obligations between the User and any other Users.
- Any amendments and updates to the Terms will be posted on the Online Digital Platforms and where possible, Users will be notified of such changes.
- It is the Users’ responsibility to ensure that they are fully acquainted and familiar with the Terms of the Service, and by using the Service the User agrees to be bound to this Agreement and to any other Terms of use applicable from time to time.
- Should the User have any query regarding the Terms or require clarification or assistance, kindly email the request to support@wayja.me.
- Wayja will respond promptly and within no more than 24 hours.

- **The User**

The User acknowledges, accepts, and agrees that by opening an account and using the Service provided by the Company:

- The User is of legal age of 18 years or older.
- The User is resident in the United Kingdom.
- The User does not derive a significant portion of their livelihoods from betting and gambling.
- The User is not excluded from gambling or is self-excluded from any gambling sites.
- That the use of the Online Digital Platforms is at the User’s sole discretion and risk.
- That any violation to the terms and conditions are prohibited.
- The use of the Service is for informal bets and wagers.
- The User is not involved in any Prohibited Activity.
- The User will comply with all laws, statutes, and regulations in relation to the use of the Service.

- **Registering a new account**

- To use the Service, the User must register by following the prompts displayed on the Online Digital Platforms.
- During the registration process, the User may be required to enter the following details:
 - Full name;
 - Date of birth;
 - Email address;
 - Mobile number;
 - Physical address details;
 - Debit card details;
 - Bank account details.

- In the event where the Users registration information is inaccurate or incomplete, the User will be required to update such information upon request.
- A User may only register and operate a single account.
- The Company reserves the right to suspend duplicate accounts.
- The Users data is used and protected as described in the Wayja Privacy and Cookie Policy.

- **Know Your Client (“KYC”) Verification**

- Underage gambling is a criminal offence, all Users must be at least 18 years of age to use Wayja’s Online Digital Platforms.
- Wayja is required to verify all Users’ ages and identities.
- It is Wayja’s responsibility to prevent underage gambling and to prevent any Prohibited Activities.
- No User can open an account until the User has complied with all of the Company’s Know Your Client (“KYC”) verification requirements.
- The requirements:
 - Age verification:

The User must be at least 18 years old to open an account.

- Identity verification:

Wayja must verify the identity of its Users by obtaining their name, address, and date of birth.

- Wayja uses an approved 3rd party verification agency to verify a User’s identity.
- The User agrees to their personal information being shared through an API-integration for the purpose of establishing their identity.
- Wayja may also request further supporting documentation to verify a User’s identity. This information may include:
 - A copy of a valid photographic identification document, such as a passport or driver’s licence; and
 - A copy of a recent utility bill confirming residence, such as an electricity bill, telephone bill etc. (important: the utility bill must not be older than 6 months); and
 - A copy of a recent debit card / bank account statement (note: the account statement must relate to a financial method used and must not be older than 6 months).
- The documentation must be submitted to info@wayja.me:
- The Company reserves the right to suspend any account that has not met KYC verification requirements.
- The Company reserves the right to re perform KYC verification at any time.
- If an under 18 years of age manages to open an account with Wayja, the account will be:
 - Closed immediately;
 - All transactions will be null and void;
 - All funds deposited will be returned using the same banking information provided;
 - The relevant regulatory authorities will be informed in writing.

- **Service Fees**

- As the Company is not a bookmaker, nor participates in any bet or wager it derives its revenue from Service Fees.
- The Service Fee is charged to gain access to the Service on the Online Digital Platforms.
- The Service Fee charged on deposits is 10% excluding VAT.

- The Service Fee charged on withdrawals is 2% excluding VAT.
- The Service Fee charged on pools is between 10% - 20% excluding VAT on the total pool size. The percentage will vary depending on size and type of pool.
- The User is informed of the amount of the Service Fee before making a deposit or withdrawal.
- The User is informed of the amount of the Service Fee for the pool bet before the User approval or enters the pool bet.
- The Company reserves the right to change the Service Fees charged. Any amendments to the Service Fees will be posted on the Online Digital Platforms and where possible Users will be notified of such changes via email.
- Any change to the Service Fees will not be applicable to open, pending or already placed pool bets.

- **Deposits**

- The User may deposit funds into their eWallet account using the payment methods available on the App.
- The User can only use debit or prepaid cards to make deposits.
- The Company does not accept credit card payments nor does the Company provide any credit to a User in whatsoever manner.
- Debit card verification process:
 - Users that use debit cards for e-Wallet upload transactions must ensure that the cardholder's name is the same as the name the User used when registering the account.
 - Should the User's name registered on the account and the name that appears on the debit card differ in any way, the User's account will be immediately suspended.
 - Should the account be suspended, the User can contact the Company at support@wayja.me for details regarding the verification process.
- Wayja will respond promptly and within no more than 24 hours.
- Updating payment details:

Updating payment details will require the User to login to his/her account. It is the User's responsibility to be aware of the terms upon which your payments are accepted. The User is solely responsible to keep up to date with any changes.

- Transfer between accounts:

The transfer of funds between individual accounts is prohibited.

- **Withdrawals**

- Withdrawals will be made via EFT directly into the User's bank account.
- The Company processes withdrawals on Wednesday and Friday each week at 14H00 (GMT).
- The processing time for withdrawals is between 2 to 3 business days to reflect in the Users' bank account.
- Withdrawals will only be made in the name of the account holder and not to any third party, under any circumstance.
- The Company reserves the right to claim back any withdrawals made in error.
- The Company reserves the right to undertake reasonable due diligence to verify the validity of the User's bank account as a precondition to processing eWallet withdrawals.

- **User funds**

- User funds will be held in a separate User funds account, which is ring-fenced from the Company's own funds.
- Wayja is audited annually by independent third-party auditors to ensure that User funds are managed appropriately and kept in a separate bank account.
- Wayja's current insolvency level rating is 2, which means that User funds are held in a separate bank account, but in the event of insolvency, these funds are deemed Wayja's business assets in terms of insolvency proceedings.
- Wayja will ensure that our insolvency level rating is published on the App.
- Any funds held on the User's behalf in the Users account shall not attract interest for the User's benefit.

- **Safe and Responsible Gambling**

- Wayja fully supports and is committed to safer gambling and promotes gambling awareness.
- The Wayja platform was developed to bring back the social attributes of social betting.
- Wayja offers its Users a fun, friendly experience on its online platform, whilst recognising that gambling can cause problems for a minority of Users.
- Wayja provides tools to help User manage gambling. These include self-exclusion, deposit limits and reality checks.
- Wayja's Safer Gambling Policy sets out some advice and information about how to prevent persons under 18 from accessing our Online Digital Platforms, including the use of filtering, and blocking software such as <http://www.netnanny.com> on mobiles, tablets, and computers.
- If a User has any concerns about gambling, the User must contact our customer support at support@wayja.me.
- Wayja will respond promptly and within no more than 24 hours.
- For more information, please refer to Wayja Safer Gambling Policy.

- **Rules of play**

- The Rules of Play for each bet type namely: Simple, Advance, Market Place and Pool bet offered on the App are clearly displayed on the App and the Website.
- The User must read and understand the Rules of Play for each bet type.
- The Company reserves the right to amend the Rules of Play at any time.
- Any amendments and updates to the Rules of Play will be posted on the Online Digital Platforms and where possible, Users will be notified of such changes.

- **Marketing**

- All marketing activities by Wayja shall be conducted in a socially responsible manner.
- Wayja shall not use any marketing material to target vulnerable Users or individuals under the age of 18.
- Wayja Users will have the ability to opt out of receiving marketing materials at any time through their account settings or by contacting Wayja's support team at support@wayja.me.
- Wayja shall not send marketing communications to Users who have self-excluded or have requested not to receive such communications.
- Wayja shall ensure that any marketing communication shall be accurate, clear, and not misleading.

- Wayja shall ensure that any marketing communication that offers a bonus or incentive shall clearly state the significant terms and conditions, including any wagering requirements and time limits.
 - Wayja shall ensure that its marketing activities do not promote gambling as a way to solve financial problems or encourage customers to gamble excessively.
 - Wayja shall ensure that all marketing activities shall comply with the Advertising Standards Authority's regulations.
 - Wayja will comply with all applicable laws and regulations related to marketing and advertising, including those related to data protection and privacy.
 - Wayja shall regularly review its marketing activities to ensure they are conducted in a socially responsible manner.
 - If a User has any concerns about marketing activities the User can contact our customer support at support@wayja.me.
 - Wayja will respond promptly and within no more than 24 hours.
 - Wayja shall ensure that any marketing communication that includes a reference to a third party shall have the necessary consent and authority to use such reference.
 - Wayja shall ensure that any marketing communication that includes a reference to a celebrity or athlete shall not suggest that the individual endorses gambling or promotes excessive gambling.
- **Anti-Money Laundering (AML) and Financial Crime**
 - Wayja is committed to preventing money laundering and other illegal activities from taking place on its Online Digital Platforms.
 - Wayja will conduct appropriate due diligence checks on all Users to verify their identity and source of funds.
 - Wayja may also request additional information or documentation from Users to comply with AML regulations.
 - Wayja may monitor the User transactions and activities on the Online Digital Platforms for compliance and regulatory purposes.
 - The User is responsible, and indemnifies the Company against all and any fines, penalties, losses, damages, costs, actions, proceedings, claims or demands (losses) which the Company may suffer because:
 - funds are seized or withheld due to corrupt activities.
 - The User breaches this clause 24.
 - If the Company knows or suspects that the User is in breach of this clause 24 or the User is involved in corruption, the Company can immediately, at its sole discretion:
 - close, restrict activity or suspend access to the Online Digital Platforms and any other product or service the Company provides; and/or
 - cancel these Terms and/or any other relationship which the Company has with the User.
- **Complaints and Betting Disputes**

Complaints

- At Wayja, we strive to provide the best betting experience to our Users. However, we understand that there may be instances where Users are dissatisfied with our Services or

have a complaint. We take complaints seriously and aim to resolve them in a timely and efficient manner.

- Users can make a complaint in writing via email to complaints@wayja.me. Wayja will acknowledge receipt of the complaint within 24 hours and will aim to resolve it within 10 working days.
- If a User is not satisfied with the outcome of their complaint, they can request that the matter be escalated to a management. If the matter is still not resolved to their satisfaction, they can request that the complaint be escalated to Alternative Dispute Resolution (ADR) , clause 16.

Betting Disputes

- Wayja has developed a “Moderator Mode” whereby a moderator can be nominated for each bet to assist with the outcome in the event of a dispute.
 - Wayja recommends the use of the Moderator Mode, particularly in the case of higher risk bets.
 - The selected moderator should be independent, impartial and a trustworthy third party.
 - Due to Wayja’s inability to verify every result of every bet type, moderators will be able to determine the result on behalf of the Users.
 - In the case of a dispute, the nominated moderator will be notified by Wayja to determine the outcome of the bet and resolve the dispute.
 - In the event that the moderator is unable to determine the outcome or resolve the dispute, Wayja reserves the rights at its own discretion to cancel the bet and return the funds back to the Users. The dispute will reflect on the User Wayja history.
 - If the User is not in agreement with Wayja cancelling the bet, the User can refer the matter to Alternative Dispute Resolution (ADR), clause 15.
- **Alternative Dispute Resolution (ADR)**
 - If a User is not satisfied with the outcome of their complaint and or betting dispute, the User can refer the matter to Alternative Dispute Resolution.
 - Users agree that the Alternative Dispute Resolution provider is The Independent Betting Adjudication Service (IBAS).
 - IBAS is a gambling-specialist Alternative Dispute Resolution (ADR) Service approved by the Gambling Commission.
 - The resolution of a dispute arrived at with the assistance of IBAS is legally binding on the Users.
 - IBAS contact details:

Address:

Independent Betting Adjudication Service

PO Box 62639

London

EC3P 3AS

Telephone:

020 7347 5883

Email:

ibasteam@ibas-uk.co.uk

● Transactions through the Online Digital Platforms

- The User should only use the Online Digital Platforms on a device for which it is intended.
- The Company will act on instructions that have been sent by the User.
- The User must ensure that all Transaction information is correct. Once submitted, the Transaction cannot be reversed.
- The Company is not responsible for any loss you suffer if you enter the incorrect details.
- The Company will process the Users' Transactions in real time.
- The Company will keep a history of all transactions conducted on the Online Platforms, including but not limited to deposits, withdrawals, bets, wins, and losses.
- The transaction history should include information such as the date, time, amount, type of transaction, and the Users identity.

● Passwords and security

- The account registration process will use usernames and passwords for account security purposes.
- The User must keep this information secret. Any actions carried out through the account will stand if the username and password have been entered correctly.
- Should any User give away, share, or lose his/her account number and/or password, the Company will not be held liable for any claims that may result from, or regarding that account.
- The User is solely responsible for their account transactions and should keep their account information strictly confidential.
- The User shall select a secret PIN number. The User agrees not to disclose and/or physically and/or digitally to record or reproduce this PIN number. Any flow of funds shall require the input of the Users PIN number. By inputting this PIN number, the User hereby acknowledges that they are freely, voluntarily and without any legal obligation to do so, consenting to the Company, and the flow of funds thereafter.
- If the Users Device is lost or stolen, or is no longer in the Users possession, the User must immediately contact the Company at support@wayja.me, to delete or lock the Users Profile.
- Wayja will respond promptly and within no more than 24 hours.
- The Company is committed to providing secure Services. Only our authorised employees or agents have access to information related to the Online Digital Platforms.

● Technical interruptions

- To ensure that users are treated fairly in the event of a technical interruption the following policy will be in place:
 - Where an interruption occurred after the User has entered this pin code as acceptance of the bet, the bet will stand as entered into.
 - Where an interruption occurred before the User entered this pin code as acceptance to the bet and funds have been deducted off the Users account, the funds will be returned, and the bet would be considered cancelled.
- The User should refer to clause 14. "Complaints and Betting Disputes" for further information on any disputes.

● Accuracy

- The User is required to keep registration details up to date at all times. If the User changes their address, email, phone number or any other contact details or personal information, the User must update their account information.

- **Closing, suspending, and refusing accounts**

- The User has the right to close their account at any time. The User must notify the Company at support@wayja.me to close the account. The Company will use all reasonable efforts to close the Users account and refund the User the balance of the User's account within 10 business days from receiving the notification.
- The User may also request this account to be closed at any time, should the User feel gambling is becoming problematic. The User may request to close this account via email at support@wayja.me.
- Wayja will respond promptly and within no more than 24 hours. Wayja regularly reviews its Users transactions and activities on the Online Digital Platforms to promote safer gambling. Should Wayja have reason to believe that gambling may not be safe and harm a User, Wayja reserves the right, at its sole discretion, to suspend the Users account with immediate effect. Upon suspension of the Users account, any remaining funds will be returned to the User.
- If Wayja has reason to believe a User is engaged in any Prohibited Activity or Corruption, Wayja will suspend the Users account without notification. The User's account will remain suspended until a full investigation has been made. The User will have no access to Online Digital Platforms during the investigation. Should the investigation reasonably determine that User has been engaged in any Prohibited Activity or Corruption, the Users account with immediate effect be permanently closed and the relevant regulatory authorities will be informed in writing.
- The Company also reserves the right at its sole discretion to refuse to register a User or elect to de-register, exclude, cancel, or suspend a User from the Service at any time, for any reason or for no reason whatsoever.
- The User acknowledges that Wayja has no obligation whatsoever to provide prior notice of the decision to refuse, de-register, exclude, cancel, or suspend a User.
- If Wayja de-registers, excludes, cancels, or suspends a User, the Company shall have the unlimited right to:
 - establish the specific criteria the User must comply with, in order to be allowed access to the Service (and the Users' account, if applicable); and
 - furnish information about the User to law enforcement agencies (if the reason for such termination, de-registration, exclusion, cancellation, or suspension was fraud or some other form of illegal misconduct). The User hereby irrevocably authorises Wayja to do so in its absolute discretion.
- Consequences of closure
 - Any balance in the Users account at the time of any closure under this clause 17 will be paid back within 10 business days, except if a User is engaged or Wayja has reason to believe the User is engaged in any Prohibited Activity.

- **Software and Hardware**

- The User must use a Device that is suitable for the Online Digital Platforms and the User must make sure the latest version of the Online Digital Platforms software is used. Any updates will be posted on the Online Digital Platforms. If the User does not use the latest version of the Online Digital Platforms software, the Service may not work properly and could result in security risks or data breaches, for which the Company will not be liable under any

circumstances.

- **The rights of the App Store**

The User acknowledge and agrees that:

- These Terms are entered into between the User and the Company. Since the App is made available through the App Store, the App Store is a third party under these Terms and will also have the right to enforce the Terms against the User;
- To the maximum extent allowed by law, the App Store does not give or enter into any warranty, condition, or other term in relation to the App and will not be liable to the User for any claims, losses, costs, or expenses of whatever nature in relation to the App or as a result of you or anyone else using the app or relying on any of its content;
- Any claims relating to the licence to the App, possession or use of the App are between User and the Company (and not between User, or anyone else, and/or the App Store), including but not limited to, product liability claims, any claim that the App fails to conform to any applicable legal or regulatory requirement and claims under consumer protection legislation; and
- If any claim by a third party that the Users possession or use (in line with these Terms) of the App infringes any Intellectual Property Rights, the App Store will not be liable to the User in relation to that claim.

- **Data Protection**

- The User consents to the Company collecting Personal Information and where lawful and reasonable, from public sources for credit, fraud, and compliance purposes, as well as the purposes set out below.
- If the User gives Personal Information about or on behalf of another User, the User confirms that they are authorised to: (a) give the Company the Personal Information; (b) the Users consents on behalf of the other User to the Processing of the Users Personal Information, specifically any cross-border transfer of Personal Information into and outside the country where the products or services are provided; and (c) to receive any privacy notices on other Users behalf.
- The User consents to the Company Processing Personal Information:
 - to open, administer and operate your Profile and Online Digital Platforms;
 - to provide products and services to the User which are linked to the Users Profile and Online Digital Platforms and any other products and services for which may apply;
 - to register the User for the Online Digital Platforms and provide the User with Access Codes;
 - to provide information to any third party who works with the Company where applicable;
 - to analyse information to identify markets and trends, and develop new products and services;
 - to comply with any applicable laws;
 - to carry out statistical and other analyses to identify potential markets and trends, evaluate and improve the business (this includes improving existing and developing new products and services);
 - by sharing the Users Personal Information with any Merchant with whom the User Transacts, any regulatory authority, other financial institutions, or other entities aimed at preventing or combatting fraud and other Prohibited Activities; by sharing the Users

Personal Information with our third-party service providers, locally and outside the country where the products or services are provided. The Company asks third-party service providers who provide services to the Company to agree to the Company's privacy policies, if these third-party service providers need access to any Personal Information to carry out the services;

- The Company uses "Cookies" to identify the areas of the Online Digital Platforms that Users have visited. The Company uses Cookies to enhance the performance and functionality of the Online Digital Platforms. However, without these cookies, certain functionality may become unavailable to the User. Most Online Digital Platforms can be set to disable the use of Cookies. However, if the User disables Cookies, the User may not be able to access functionality on Online Digital Platforms correctly or at all.
- It is important that the Users read the Privacy Policy and together with these terms.

● **Intellectual Property**

- Subject to any Intellectual Property Rights held by any other third parties, the Company keeps all Intellectual Property and Intellectual Property Rights, all content (including, all proprietary information, trademarks and copyright in any logos and other devices or storage media) in or sent to, through and from the Online Digital Platforms save where otherwise indicated in writing by the Company.
- The Company grants the User a non-assignable, non-sub-licensable, non-transferable, non-exclusive licence to use the Online Digital Platforms, which may include updates and/or upgrades, only for purposes outlined in these Terms and for no other purposes. The User will be asked to accept any additional terms through the Online Digital Platforms when applicable. The Online Digital Platforms is licenced to the User only and User will not grant any rights of use or any other rights in respect of the Online Digital Platforms or any Intellectual Property Rights in it to any other person.
- The licence granted to the User will start when User registers on the Online Digital Platform and will continue until it is terminated in line with these Terms, which will result in the cancellation of the Users access to the Online Digital Platforms. On termination of the licence granted in these Terms, for any reason, the User must immediately stop all use on the Online Digital Platforms.
- Certain content available on the Online Digital Platforms may include content that belongs to third parties. The Company may provide links to third-party, such as the Merchants, as a convenience to the User.
- The User agrees that the Company is not liable for any of the following:
 - the content or the accuracy of any such content belonging to third parties, including, but not limited to any Merchants, featured on the Online Digital Platforms;
 - any content featured on the third-party websites that are accessed through the links found on the Online Digital Platforms;
- The User may not copy, republish, distribute, adapt, modify, alter, de-compile, reverse engineer, or attempt to derive the source code of or create a derivative of works or otherwise attempt to reproduce the Online Digital Platforms, its contents, including any Intellectual Property therein, its design, any updates to the Online Digital Platforms and/or any proprietary features in relation to it, or any parts of it. This prohibition extends to any and all content belonging to third parties that is found on the Online Digital Platforms and/or any content featured on the third-party websites which are accessed through links that are found on the Online Digital Platforms. You may not sub-licence such third-party content, including Intellectual Property Rights associated with it.

- The User acknowledges that:
 - The User will in no way represent that the User has any rights of any nature in any current and future Intellectual Property belonging to the Company and/or any third parties featured on the Online Digital Platforms;
 - The User will not use the Company's and/or any third party that is featured on the Online Digital Platforms current and future Intellectual Property in any manner whatsoever or any other Intellectual Property which is identical, similar and/or confusingly similar thereto in any country;
 - The User will not apply for or obtain registration of our and/or any third party that is featured on the Online Digital Platforms current and future Intellectual Property or any other Intellectual Property which may be confusingly similar thereto in any country;
 - The User will not challenge our and/or any third party that is featured on the Online Digital Platforms rights to its current and future Intellectual Property in any country;
- The User will not use, register or attempt to register as trade names, corporate names, business names, logos, domain names, meta-tags, meta descriptors, electronic mail (e-mail) addresses, server names, or search-engine markers anything that is identical to, contained in whole or in part, or is otherwise confusingly similar to our and/or any third party that is featured on the Online Digital Platforms current and future Intellectual Property in any country.
- The User may not establish a hyperlink, frame, metatag, similar reference, whether electronically or otherwise, or any other reference to the Online Digital Platforms without our prior written consent.
- The User indemnifies the Company against all actions, claims, costs, demands, expenses, and other liabilities suffered or incurred by us as are result of any third-party claims initiated and/or instituted against us relating to your unauthorised use of the Online Digital Platforms, the content thereon and/or any other Intellectual Property and Intellectual Property Rights flowing from the foregoing.
- Any breach of the terms under this clause 25 entitles the Company, in addition to the Company's normal common law remedies, to take legal action without prior notice to the User and the User agrees to reimburse the costs associated with such legal action to us on an attorney and own client scale.

- **Disclaimers**

- The user uses the Online Digital Platforms at the Users own risk.
- The Online Digital Platforms are provided to the User "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its subsidiaries, affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory, or otherwise, with respect to the Online Digital Platforms, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the Online Digital Platforms, will meet your requirements, achieve any intended results, be compatible or work with any other software, systems, or Services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.
- The Company, its employees, agents, and shareholders accept no responsibility or liability for any damages or loss that may result, or be alleged to have resulted, from the Service, the

Online Digital Platforms, or its contents including interruptions in transmission or operation, loss or corruption of data, failure of lines or any other communication medium, any Users misuse.

- The Users indemnifies the Company for all losses or damages that the Company or any other person may suffer because of your use of the Online Digital Platforms or because the User did not fulfil the obligations under these Terms or because funds are seized or withheld by any Sanctioning Body or any other third party (including by the Company).

- **Governing Law**

- This Agreement is governed by the laws of England and the User agrees to submit to the exclusive jurisdiction of English courts.
- The User warrants that the use of the service is lawful within the foreign territory in which it is/was used and hereby indemnifies and holds the Company and its Affiliates harmless, from any criminal liability and/or civil liability, and arising out of any cause of action that in any way relates to the downloading and use of the Online Digital Platforms, and/or the use or intended use of the Services.

- **User Contact information**

- If the User has any questions about the Agreement and Online Digital Platforms and Service, the User can email the Company at support@wayja.me

Version 2.4

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