

## **REBEL TIP TERMS AND CONDITIONS**

### The Agreement

- 1.1. This Agreement governs the supply of services by Rebel Tip Limited (**Rebel Tip, we, us or our/s**) to you (**you, yours or Customer**).
- 1.2. Rebel Tip is a tip collection Platform that facilitates the electronic transfer of Tips to Customers, who typically work in the service, hospitality and leisure sectors across the UK.
- 1.3. Our company number is 15215271 and our registered office is at International House, 64 Nile Street, London, United Kingdom, N1 7SR
- 1.4. Either or both of us (as the case may be) may also be referred to as a 'party' or the 'parties'.
- 1.5. Your Agreement with us is made up of the following documents:
  - These Terms.
  - Our Privacy Policy.
  - Any Fee schedule that you agree to

### 2. Definitions and rules of Interpretation

- 2.1. Unless otherwise stated, the definitions set out in the Glossary shall apply to these Terms.
- 2.2. Singular terms shall include the plural, and vice versa, unless the context otherwise requires.
- 2.3. 'Including' shall not be construed as exclusive or limiting and shall generally mean 'including but not limited to'.
- 2.4. Any reference to a section shall be to the relevant section of these Terms.
- 2.5. References to a person include a reference to that person's successors or assignees.
- 2.6. References to times of day are, unless the context otherwise requires, to GMT or BST (as applicable) and references to a day are to a period of 24 hours running from midnight on the previous day.
- 2.7. In this Agreement, references to any enactment shall be deemed to include references to such enactment as amended, re-enacted or extended and any subordinate legislation made from time to time under it.

### 3. Your Account

- 3.1. You must open an Account to use our Services.
- 3.2. To be eligible to open and have an Account you must:
  - complete our registration process;
  - be a legal resident of the UK;
  - provide us with your UK-based bank account details, which must be in your name;
  - provide us, at any time throughout the course of this Agreement, with any information that we request about you.
- 3.3. You must update us as soon as possible if there are any changes to any information that you have provided to us: we will not be liable to you if any such information you supply to us is incorrect or it has changed, and you have not informed us.
- 3.4. We reserve the right to deny your application for an Account and to disable or terminate access to your Account at our sole discretion.
- 3.5. You may only register one Account with us: if we discover that you have attempted to open more than one Account, we may immediately terminate this Agreement.

### 4. Our Role and your authorisations

- 4.1. As your commercial agent:
  - you authorise us to collect and hold Tips on your behalf;
  - our receipt of your Tips will be treated as if you had received them directly from a Tipper; and
  - we shall be authorised to conclude such transactions on your behalf.
- 4.2. In connection with the Services, and for as long as you have an Account, you authorise us to:
  - i. act as your commercial agent for the purpose of receiving Tips on your behalf and disbursing these to you; and
  - ii. deduct any Fees from your account as set out in these Terms.

### 5. Your Obligations

- 5.1. You must:
  - carry out your obligations pursuant to this Agreement in good faith and in accordance with applicable law; and
  - keep your Account details secure and not permit anyone else to access it.

## 6. Fees

- 6.1. You shall pay us the Fees in exchange for our Services.
- 6.2. Our Fees exclude any applicable taxes, fees and other financial liabilities imposed by any governmental authority that are due, payable and/or levied on Tips and/or your use of our Services.
- 6.3. You have sole responsibility for determining what taxes apply to you when you use our Services and complying with your reporting and any other obligations.

## 7. Tips and Withdrawals

- 7.1. Tips will be accepted in GBP only, regardless of the designated currency of a Tipper's payment account.
- 7.2. Minimum tip value is £2.00.
- 7.3. All Tips we collect on your behalf will be made available to you in your Account as soon as we have received them in cleared funds from the Tipper's payment service provider.
- 7.4. You can access your Account by any method that we permit from time to time.
- 7.5. You may Withdraw available funds (i.e. your Balance) from your Account into your registered payment account on request.
- 7.6. We shall initiate payment of funds to you on your request and you should receive these within 2 to 5 Business Days.
- 7.7. Withdrawals may be delayed and/or withheld subject to any further due diligence review that we deem necessary.

## 8. Inactive Accounts

- 8.1. Your account will be considered Inactive if you have not, for 3 consecutive months, received any Tips or requested any Withdrawals to a valid bank account.
- 8.2. We may charge you an account management Fee in the event that your Account becomes Inactive and to the extent that there are still funds in such Account.
- 8.3. If funds still remain in your Account five years after it becomes Inactive and we haven't been able to return them to you (i.e. because you haven't responded to us or provided us with correct bank details), we reserve the right to dispose of such funds in accordance with applicable law.

## 9. Term, Variation and Termination

- 9.1. The Agreement shall commence as soon as you have accepted it, we have opened your Account and you start using our Services.
- 9.2. The Agreement shall be subject to change at our sole discretion, at any time and to the fullest extent permitted by applicable law: we shall post updated Terms at this location with their effective date and where possible, may notify you in advance of any specific material changes that may affect you.
- 9.3. You may terminate this Agreement at any time by contacting Customer Services and asking us to close your Account (after which time, you will no longer be able to use any of our Services).
- 9.4. We may, at our sole discretion, terminate this Agreement immediately if you breach this Agreement or otherwise within 5 Business Days' written notice to you.
- 9.5. Following termination of the Agreement for any reason, We shall pay you any final amounts that we hold on your behalf less any Fees or other costs that we are entitled to deduct in accordance with these Terms.

## 10. Data Protection

- 10.1. We will need to collect certain information about you in order to provide our Services and will do so in accordance with our Privacy Notice (accessible [here](#)).
- 10.2. By entering into the Agreement, you acknowledge that we will gather, process and store your personal information for the purpose of providing our Services to you.

## 11. Confidentiality

- 11.1. We shall only use your confidential information for the purposes of providing our Services to you pursuant to this Agreement.
- 11.2. Where applicable, we may disclose your payment-related confidential information to third parties for the purpose of facilitating their services to you.
- 11.3. Although we adhere to accepted industry practices in securing the transmission of data to, from and through our Platform, you understand, agree and acknowledge that we cannot guarantee the security of data transmitted over the internet or public networks in connection with your use of our Services.

## 12. Disclaimers

- 12.1. The downloading and/or viewing of the Platform or and any other material associated with the Services is done at your own risk: we cannot guarantee or warrant that such material shall be compatible with your computer system or your mobile device or any associated operating systems or software.
- 12.2. You are responsible for implementing safeguards to protect the security and integrity of your computer system, and for the entire cost of any service, repairs or connections of and to your applicable devices that may be necessary as a result of your use of our Services.

## 13. Representations and warranties

- 13.1. By accepting the Agreement and using the Services, you represent, warrant and covenant to us that:
  - all information that you have provided to us in relation to the Services is true, accurate and complete as of the date originally provided to us;
  - work in a legitimate service industry that has the potential to receive genuine gratuities;
  - you are eligible to use the Services and have the authority to execute and perform the obligations required by the Agreement;
  - you will only use the Services to receive Tips in accordance with the Agreement and not, directly or indirectly, for any fraudulent or illegal reason, or in any way that interferes with our operation of the Services.
- 13.2. We will perform our obligations under the agreement using reasonable care and skill but make no other warranties, guarantees or representations with respect to the Services, which we provide on an “as is” and “as available” basis.
- 13.3. All other conditions, terms, undertakings and warranties, express or implied, whether statutory or otherwise, in respect of the Services (including quality, performance, suitability or fitness for a particular purpose or noninfringement) are excluded to the fullest extent permitted by applicable law.

## 14. Liability

- 14.1. We disclaim knowledge of, and do not guarantee that the Services:
  - will be available at any particular time or location;
  - will function in an uninterrupted manner or be secure; or
  - shall be free of viruses or other harmful code (any data accessed or downloaded via the Services shall be solely at your own risk).
- 14.2. We or any of our affiliated entities, will not, under any circumstances be liable to you (or anyone else) for:
  - lost profits or loss of business or loss of goodwill whether arising directly or indirectly;
  - indirect, punitive, incidental, special or consequential damages arising out of the Agreement, even if such damages are foreseeable, and whether or not you or we have been advised of the possibility of such damages;
  - any unauthorised access to or use of the Services;
  - interruptions to or cessation of the Services, whether as a result of failure in connectivity or otherwise;
  - any bugs, viruses, or other harmful code that may be transmitted to or through the Services;
  - any errors, inaccuracies, omissions, or losses in or to any information provided to us; or
  - third-party content provided by you.
- 14.3. Our, and any of our affiliated entities, aggregate liability arising under or in connection with the Agreement in respect of any event or series of events and whether arising in contract, tort, (including liability for negligence) statute or any other legal basis shall not exceed the amount of Fees paid by you to us in the one month period immediately prior to the event giving rise to the claim for damages.

## 15. Indemnities

- 15.1. You agree to indemnify and hold us and our officers, directors, employees and agents harmless from any and all claims, demands, losses, liabilities, and expenses (including legal fees) arising out of or in connection with: (i) your use of the Services; (ii) your breach or violation of the Agreement; or (iii) your violation of the rights of any third party.

## 16. Contacting each other

- 16.1. If you have any questions about our Services, please contact us via Customer Services.
- 16.2. We may need to provide you with information or notices under the Agreement. We'll do so by letting you know by contacting you at your registered email address or directly via your Account. We'll consider something to have been received by you as soon as we send it.

## 17. Complaints

- 17.1. We are committed to resolving your concerns efficiently and wherever possible.
- 17.2. If you have a complaint, please contact us via Customer Services and we will aim to resolve it as soon as possible.

## 18. Miscellaneous Provisions

- 18.1. These Terms are governed by English law and you agree to the non-exclusive jurisdiction of the courts of England and Wales.
- 18.2. Any delay or failure to exercise any right or remedy under these Terms by us shall not be construed as a waiver of that right or remedy or preclude its exercise at any subsequent time.
- 18.3. The Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 18.4. This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- 18.5. If any provision of these Terms are deemed unenforceable or illegal, the remaining provisions will continue in full force and effect.
- 18.6. You may not assign or transfer any of your rights and/or benefits under the Agreement and you shall be the sole party to the contract between us.

## Glossary

**Account:** your personalised online account on the Platform where you can access and withdraw your Balance.

**Agreement:** has the meaning given in section 1.1.

**Balance:** the amount owed to you after we have deducted Fees and any other amounts owed to us from Tips we have received on your behalf.

**Business Day:** Monday to Friday, 9am to 5pm, excluding bank and public holidays in the United Kingdom.

**Customer:** a person who has agreed to receive Tips and use our Services in accordance with this Agreement.

**Customer Services:** the contact centre for dealing with queries about your Account. You can contact Customer Services:

- i. directly via your Account; or
- ii. by e-mailing [saywhat@rebeltip.com](mailto:saywhat@rebeltip.com) from the email address registered to your Account.

**Fee/s:** and fees that we charge you for using our Services, including those in Schedule 1.

**Inactive:** has the meaning given to it in paragraph 8.

**Platform:** the Rebel Tip online platform, where Tippers can send you tips electronically and where you can access your Account.

**Services:** any services that we provide to you pursuant to these Terms.

**Terms:** these terms and conditions.

**Tip:** a monetary gratuity sent to you via the Platform by a Tipper.

**Tipper:** a service-user of yours that accesses the Platform in order to send you a tip electronically.

**Withdraw/Withdrawal:** a request to withdraw your Balance from your Account.

### Schedule 1: Fee Schedule

<b>ACTION</b>	<b>FEE</b>
Sign up	Free of charge
Receiving tips	Free of charge
Withdrawal to bank account: up to £25	£2.50
Withdrawal to bank account: £25 - £50	£3.50
Withdrawal to bank account: £50 – £75	£4.50
Withdrawal to bank account: £75 - £100	£5.00
Withdrawal to bank account: £100 - £150	£7.50
Withdrawal to bank account: £150 - £250	£10.00
Withdrawal to bank account: £250 - £400	£15.00
Withdrawal to bank account: £400 - £500	£20.00
Withdrawal to bank account: £500+	£25.00
Monthly inactivity fee	£2.00