

## **1. ABOUT OUR AGREEMENT**

- 1.1 These terms and conditions of use (**Terms**) explain how we provide certain services to you when you use a vending machine operated by one of our customers where we act as collection agent (**Service**). These Terms apply between Vianet Limited (**we, us or our**) and you, the person using the Service (**you or your**) and give you information about how we process payments on your behalf.
- 1.2 You should read these Terms carefully. By using the Service or otherwise indicating your consent, you agree to be bound by these Terms. If you do not agree with any of these Terms, you should not use the Service.

## **2. ABOUT US**

- 2.1 We are Vianet Limited, a company registered in Scotland under company registration number SC138846. Our registered office is at 4th Floor 115 George Street, Edinburgh, EH2 4JN. We are part of the Vianet Group of companies and our VAT registration is GB859686646
- 2.2 If you have any questions about the Service, please contact us by sending an email to [help@vianetplc.com](mailto:help@vianetplc.com). You can find a copy of these terms at [www.vianetplc.com/\[inserturl\]](http://www.vianetplc.com/[inserturl])

## **3. USING THE SERVICE**

- 3.1 You agree that you are solely responsible for the use of your payment device or card and that no one else has been provided access to your payment device, card or security details including your PIN.
- 3.2 We place contactless payment equipment on vending machines operated from our customers business premises ("Vending Machine").

## **4. PAYMENT PROCESSING**

- 4.1 We transmit card payment information to our payment processor to authorise payment from you for vending services from any of our vending machines. We do not perform any other function in relation to the vending machines we support.
- 4.2 By making a contactless payment using a terminal attached to a vending machine you authorise us to process your card information to facilitate your account provider debiting the account linked to your card with the amount equal to the value of your contactless vending machine purchase.
- 4.3 We process contactless payments for any of Visa, Mastercard, and Maestro card schemes including where card information is stored on a mobile device or digital wallet.
- 4.4 If you have a payment issue to raise at the time of transaction or after the transaction, please contact us on 01642 358720 or email our support team on [help@vianetplc.com](mailto:help@vianetplc.com).

## **5. REFUNDS AND CHARGEBACK REQUESTS**

- 5.1 To request a refund or make a chargeback request, please contact us on 01642 358720 or email our support team on [help@vianetplc.com](mailto:help@vianetplc.com).
- 5.2 Requests will be processed within 30 days and payments will be made within 30 days.

## **6. REGISTRATION AND PERSONAL DATA**

- 6.1 You do not need to register with us to use the Service
- 6.2 Any personal information you provide or that we acquire when you use the Service or contact us will be processed in accordance with our **Privacy Policy** available at [\[insert link to privacy policy\]](#).

Our Privacy Policy available at [\[insert link to privacy policy\]](#) explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities in the event you have a query or complaint about the use of your personal information.

## **7. OWNERSHIP, USE AND INTELLECTUAL PROPERTY RIGHTS**

- 7.1 The intellectual property rights attached to [www.vianetplc.com](http://www.vianetplc.com) (the **Site**) and in any text, images, video, audio or other multimedia content, products, services, software or other information or material (including training material), submitted to or accessible through [www.vianetplc.com](http://www.vianetplc.com) are owned by us or a member of our group of companies or our licensors.
- 7.2 All rights to the intellectual property (including, but not limited to, all copyright, trade marks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind) whether registered or unregistered anywhere in the world are reserved by us or a member of our group of companies or the relevant licensor. This means, for example, that we remain owners of them and are free to use them as we see fit.
- 7.3 Nothing in these Terms grants you any legal rights to [www.vianetplc.com](http://www.vianetplc.com) other than as necessary for you to access it. You agree not to adjust, try to circumvent or delete any digital rights or other security technology embedded or contained within the Site.
- 7.4 You may print off one copy, and may download extracts, of any page(s) from the Site for your personal use and you may draw the attention of others within your organisation to the content posted on Site.
- 7.5 You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- 7.6 You must not use any part of the content on the Site for commercial purposes without obtaining a licence to do so from us or our licensors.
- 7.7 If you print off, copy or download any part of the Site in breach of these Terms, your right to use the Site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

## **8. SERVICE AVAILABILITY**

- 8.1 We try to make sure that [www.vianetplc.com](http://www.vianetplc.com) is accurate, up-to-date and free from bugs, but we cannot promise that it will be and you use it at your own risk. We do not promise that the Service or [www.vianetplc.com](http://www.vianetplc.com) will be available at all times and we may suspend or terminate access or operation of the Service or [www.vianetplc.com](http://www.vianetplc.com) at any time as we see fit.
- 8.2 Any content is provided for your general information purposes only and to inform you about us and our products and news, features, services and other websites that may be of interest, but has not been tailored to your specific requirements or circumstances. It does not constitute technical, financial or legal advice or any other type of advice and should not be relied on for any purposes. You should always use your own independent judgment when using our Site and its content.
- 8.3 While we try to make sure that the Site is available for your use, we do not promise that the Site will be available at all times or that your use of the Site will be uninterrupted.

## **9. HYPERLINKS AND THIRD PARTY SITES**

The Site may contain hyperlinks or references to third party advertising and websites other than the Site. Any such hyperlinks or references are provided for your convenience only. We have no control over third party advertising or websites and accept no legal responsibility for any content, material or information contained in them. The display of any hyperlink and reference to any third party advertising or website does not mean that we endorse that third party's website, products or services. Your use of a third party site may be governed by the terms and conditions of that third-party site and is at your own risk.

## **10. LINKS TO THE SITE**

- 10.1 You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

- 10.2 You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.
- 10.3 You must not establish a link to the Site in any website that is not owned by you.
- 10.4 We reserve the right to withdraw linking permission without notice.
- 10.5 If you wish to link to or make any use of content on the Site other than that set out above, please contact [info@vianetplc.com](mailto:info@vianetplc.com).

## **11. LIMITATION ON OUR LIABILITY**

- 11.1 Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for any:
  - 11.1.1 losses that were not foreseeable to you and us when these Terms were formed;
  - 11.1.2 losses that were not caused by any breach on our part;
  - 11.1.3 business losses;
  - 11.1.4 damage or loss of property, equipment, information or data;
  - 11.1.5 loss of profits, revenue or goodwill;
  - 11.1.6 losses that were caused by service interruptions or transmission problems, or that were occasioned by any defect in the Site or the content; and
  - 11.1.7 losses to non-consumers.

## **12. EVENTS BEYOND OUR CONTROL**

We are not liable to you if we fail to comply with these Terms because of circumstances beyond our reasonable control, including, but not limited to, strikes, lock-outs or other industrial disputes; breakdown of systems or network access; or flood, fire, explosion or accident.

## **13. RIGHTS OF THIRD PARTIES**

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

## **14. VARIATION**

We reserve the right to vary these Terms from time to time. Our updated Terms will be displayed on the Site and by continuing to use and access the Site following such changes, you agree to be bound by any variation made by us. It is your responsibility to check these Terms from time to time to verify such variations.

## **15. DISPUTES**

We will try to resolve any disputes with you quickly and efficiently. If you are unhappy with us, please contact us as soon as possible using the contact details set out at the top of this page.

## **16. LAW AND JURISDICTION**

These Terms are governed by the laws of England. Any dispute arising in connection with these Terms shall be subject to the exclusive jurisdiction of the English courts.