



## SURE

### MYSURE APP TERMS AND CONDITIONS

---

#### PLEASE READ THESE TERMS CAREFULLY

BY USING THE MYSURE APP (THE “APP”) YOU AGREE TO THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS DO NOT USE THE APP.

#### 1. WHO WE ARE AND LICENCE

1.1. The App is provided by Sure which comprises:

1.1.1. Sure (Guernsey) Limited, registered in Guernsey under company number 38694 and with its registered office at Centenary House, La Vrangue, St Peter Port, Guernsey, GY1 2EY;

1.1.2. Sure (Jersey) Limited, registered in Jersey with company number 85645 and with its registered office is at The Powerhouse, Queen's Road, St Helier, Jersey, JE2 3AP; and

1.1.3. Sure (Isle of Man) Limited incorporated and registered in the Isle of Man with company number 004621V whose registered office is at 33-37 Athol Street, Douglas, Isle of Man, IM1 1LB.

1.2. We grant you a non-exclusive, non-transferable licence to use the App on any mobile device that you own or control for personal non-commercial use only. There is no charge for you to either download or use this App.

1.3. If you have any questions about these terms, please contact us at [mysure@sure.com](mailto:mysure@sure.com) or at the telephone number detailed on the contact page of the website available at [www.sure.com](http://www.sure.com).

#### 2. OTHER TERMS THAT APPLY TO YOU

2.1 These terms incorporate the following terms, which also apply to your use of our App:

2.1.1 The Sure General Terms and Conditions;

2.1.2 Our Privacy Notice (which includes our Cookie Policy);

2.1.3 The Website Terms and Conditions; and

2.1.4 Our Acceptable Use Policy (which sets out the permitted uses and prohibited uses of the App. When using the App, you must comply with this Acceptable Use Policy),

which are available at [www.sure.com](http://www.sure.com).

#### 3. YOUR PRIVACY

3.1 Under data protection legislation, we are required to provide you with certain information about who we are, how we process your personal data and for what purposes and your rights in relation to your personal data and how to exercise them. This information is provided in the Privacy Notice referred to at paragraph 2.1.2 above and it is important that you read that information.

3.2 Please be aware that internet transmissions are never completely private or secure and that any message or  
August 2019



## SURE

### MYSURE APP TERMS AND CONDITIONS

---

information you send using the App may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

#### **4. REGISTRATION**

- 4.1 You must follow the registration process at [www.sure.com](http://www.sure.com) in order to become a MySure customer. You can then download the App to your device using your account details.

#### **5. APPSTORE AND PLAYSTORE RULES TERMS ALSO APPLY**

- 5.1 The ways in which you can use the App may also be controlled by Apple Inc. and Google Inc.'s rules and policies and those rules and policies will apply instead of these terms where there are differences between the two.

#### **6. OPERATING SYSTEM REQUIREMENTS**

- 6.1 You will need to check that the App is compatible with your mobile device before downloading it.
- 6.2 In order to use the App, you will require a mobile device with the following minimum specifications: for Android, API Level 21/Android 5.0 (Lollipop) or later and with Apple, iOS 9 or later.
- 6.3 From time to time, updates to the App may be made available. Depending on the update, you may not be able to use the App until you have installed the latest version.
- 6.4 Tablets are not supported for use with the App.

#### **7. SUPPORT FOR THE APP AND HOW TO TELL US ABOUT PROBLEMS**

- 7.1 If you want to learn more about the App or have any problems using it please take a look at our support resources at [www.sure.com](http://www.sure.com).

#### **8. HOW YOU MAY USE THE APP, INCLUDING HOW MANY DEVICES YOU MAY USE IT ON**

- 8.1 In return for your agreement to comply with these terms you may:
- 8.1.1 download or stream a copy of the App onto any mobile device and view, use and display the App on such devices for your personal purposes only; and
  - 8.1.2 receive and use any free supplementary software code or update of the App incorporating "patches" and corrections of errors as we may provide to you.

#### **9. ELIGIBILITY**

- 9.1 You must be 18 or over to accept these terms and install the App.

#### **10. YOU MAY NOT TRANSFER THE APP TO SOMEONE ELSE**



## SURE

### MYSURE APP TERMS AND CONDITIONS

---

10.1 We are giving you the right to personally use the App as set out above. You may not otherwise transfer the App to someone else, whether for money, for anything else or for free. If you sell any device on which the App is installed, you must remove the App from it.

#### **11. UPDATE TO THE APP AND CHANGES TO THE SERVICE**

11.1 From time to time we may automatically update the App to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Alternatively, we may ask you to update the App for these reasons.

11.2 If you choose not to install such updates or if you opt out of automatic updates you may not be able to continue using the App.

#### **12. IF SOMEONE ELSE OWNS THE PHONE OR DEVICE YOU ARE USING**

12.1 If you download or stream the App onto any phone or other device not owned by you, you must have the owner's permission to do so. You will be responsible for complying with these terms, whether or not you own the phone or other device.

#### **13. WE MAY COLLECT TECHNICAL DATA ABOUT YOUR DEVICE**

13.1 By using the App, you agree to us collecting and using technical information about the devices you use the App on and related software, hardware and peripherals to improve our products and to provide any Services to you.

#### **14. WE ARE NOT RESPONSIBLE FOR OTHER WEBSITES YOU LINK TO**

14.1 The App or any Service may contain links to other independent websites which are not provided by us. Such independent sites are not under our control, and we are not responsible for and have not checked and approved their content or their privacy policies (if any).

14.2 You will need to make your own independent judgement about whether to use any such independent sites, including whether to buy any products or services offered by them.

#### **15. LICENCE RESTRICTIONS**

15.1 You agree that you will:

15.1.1 not rent, lease, sub-license, loan, provide, or otherwise make available, the App in any form, in whole or in part to any person without prior written consent from us;

15.1.2 not copy the App, except as part of the normal use of the App or where it is necessary for the purpose of back-up or operational security;

15.1.3 not translate, merge, adapt, vary, alter or modify, the whole or any part of the App nor permit the



## SURE

### MYSURE APP TERMS AND CONDITIONS

---

App or any part of them to be combined with, or become incorporated in, any other programs, except as necessary to use the App on devices as permitted in these terms;

15.1.4 not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the App nor attempt to do any such things.

#### 16. ACCEPTABLE USE RESTRICTIONS

16.1 You must:

16.1.1 not use the App in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the App or any operating system;

16.1.2 not infringe our intellectual property rights or those of any third party in relation to your use of the App or any Service, including by the submission of any material (to the extent that such use is not licensed by these terms);

16.1.3 not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App;

16.1.4 not use the App in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and

16.1.5 not collect or harvest any information or data from any Service or our systems or attempt to decipher any transmissions to or from the servers running any Service.

#### 17. INTELLECTUAL PROPERTY RIGHTS

17.1 All intellectual property rights in the App, throughout the world belong to us (or our licensors) and the rights in the App and the Services are licensed (not sold) to you. You have no intellectual property rights in, or to, the App, other than the right to use them in accordance with these terms.

#### 18. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

18.1 The provisions of paragraph 26 (Liability) of the Sure General Terms and Conditions apply to these terms.

18.2 In addition, to the fullest extent permitted under applicable law, in no event shall we be liable to you personally for any loss, injury or damages (including but not limited to any special, indirect, consequential or punitive damages, lost profits, lost revenues or other incidental damages) arising out of the use, inability to use, or the results of use of the App.

18.3 We recommend that you back up any content and data used in connection with the App, to protect yourself in case of problems with the App or the Service.

18.4 To the fullest extent permitted by applicable law, the App is provided to you "as is", without support or



## MYSURE APP TERMS AND CONDITIONS

---

maintenance. Neither we nor our licensors warrant that the App will meet your requirements or that the operation of the App will be uninterrupted or error free. To the extent permitted by law we and our licensors disclaim and exclude all warranties, representations, conditions and other terms of any kind, express or implied and whether arising by statute, common law or otherwise.

### 19. INDEMNITY

19.1 You will keep harmless, defend and indemnify us against any claims, losses, costs and liabilities arising from any claims by any third party, in connection with the use or misuse of the App which breaches these terms including any losses arising from the use by any other person accessing the App using your Internet account and/or your log-in details.

### 20. WE MAY END YOUR RIGHTS TO USE THE APP IF YOU BREAK THESE TERMS

20.1 We may end your rights to use the App at any time by contacting you if you have breached these terms. If the breach can be put right, then we will give you a reasonable opportunity to do so.

20.2 If we end your right to use the App:

20.2.1 You must stop all activities authorised by these terms, including your use of the App.

20.2.2 You must delete or remove the App from all devices in your possession and immediately destroy all copies of the App which you have and confirm to us that you have done this.

20.2.3 We may remotely access your devices and remove the App from them and cease providing you with access to the Services.

### 21. iOS USERS

21.1 Set out below are important terms specified by Apple for iOS users of the App.

“**Apple**” means Apple Inc., a California corporation with its principal place of business at One Apple Park Way, Cupertino, California, 95014, U.S.A.

21.2 These terms are between you and Sure and not between you and Apple, though separate terms may apply between you and Apple (see paragraph 5 above).

21.3 Sure and its licensors are solely responsible for the App and its content. Apple has no obligation to provide any maintenance and support services with respect to the App. To the maximum extent permitted by law, Apple will have no other warranty obligation whatsoever with respect to the App.

21.4 Sure and not Apple are responsible for addressing any claim by you or any third party relating to the App or your possession and/or use of that App, including, but not limited to: (i) product liability claims and/or (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement.

21.5 Sure and not Apple will be responsible for the investigation, defence, settlement and discharge of any third



## SURE

### MYSURE APP TERMS AND CONDITIONS

---

party claim that the App or your possession and use of the App, infringes that third party's intellectual property rights.

- 21.6 You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.
- 21.7 Apple and its subsidiaries are each third-party beneficiaries under these terms and shall have the right to enforce these terms against you as a third-party beneficiary.

#### **22. GENERAL**

- 22.1 If any part of these terms is determined to be legally invalid or unenforceable, such provision will be superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the terms will continue unaffected.
- 22.2 We may revise these terms of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our website.