



Acceptance of terms of use

This page (together with Our privacy policy) tells you the information about Us, Froogul.co.uk ("We", "Us", "Our"), and sets out the legal terms and conditions ("Terms") that govern the relationship between Us and any person that signs up with Us as a member through Froogul.co.uk or over the phone). Particularly, these Terms will apply to the membership contract between Us and those that accept an offer to enroll as a Froogul.co.uk programme member by signing up for a membership in the programme and whose name appears on Our welcome email and letter. Please read these Terms carefully and make sure that you understand them before signing-up. Please note that before signing-up, you will be asked to agree to these Terms. You should therefore print a copy of these Terms or save them to your computer for future reference. By accepting an offer to enroll with Us, and by accessing and using the Froogul.co.uk membership website you agree to be bound by these terms and conditions of membership. Please note that We amend these Terms from time to time as referred to below. On signing-up, please check these Terms to ensure you understand the terms which will apply at that time. Your continued membership in the Programme constitutes your acceptance of any amended terms. In these Terms you will also see Froogul.co.uk referred to as the "Programme".

Information about Us.

We are ACAI MARKETING LTD and are the offeror and administrator of Froogul.co.uk and its programme website and trade under that name. ACAI MARKETING LTD is a company registered in Northern Ireland under registration no. NI611359 with its registered office at 1 Balloo Court, Bangor, Co Down, Northern Ireland, BT19 7AT, UK. To contact Us, please email: support@Froogul.co.uk or telephone Member Services at: 0800 031 9882.

How Our membership contract is formed between you and Us.

During the sign-up process, you will be asked to provide and confirm some required details, including providing your billing information. Once you have provided and confirmed your details including your billing information you will receive an email or welcome letter from Us acknowledging that you have signed up and your membership has begun ("Welcome Email/Welcome Letter"). You will receive directions to the Froogul.co.uk website with accompanying instructions on how to access and use the member- only website. Your membership will automatically continue (unless you cancel as explained below) and We will begin charging your membership fee. The membership contract between you

and Us will only be formed when you accept our terms. If We are unable to accept your application for membership for any reason, We will inform you of this and We will not process your application. In the unlikely event that you have already paid for your subscription, We will refund you the full amount as soon as possible. However, If We are unable to process a membership because a billable card has not been provided, We may, in Our discretion, decide not to contact you and simply decline to accept you for membership.

Membership benefits.

Your Membership entitles you to certain discounts and/or other benefits ("Membership benefits") on certain products and services offered by participating sellers or other providers of benefits ("Sellers") explained at the Programme site. You can view the Programme website at [Froogul.co.uk] and you will also be sent through a link for the website with the Welcome Email.

Variation of membership benefits.

Please note that, due to the very nature of the services, We reserve the right to change, remove, vary and substitute the Membership Benefits and the Sellers from time to time and, indeed, some Membership benefits may automatically expire. We may need to do this to take account of a number of things, including new goods, products and services made available by sellers, goods and services no longer being available or readily available, changes in market conditions, or terms offered by sellers generally, as well as dealing with changes brought about by legislative requirements. If We make any such changes, they will be reflected at the Programme website. If you do not want to continue your membership at any time, then you have the cancellation rights set out in the clause below.

Duration and canceling your membership.

Upon enrolment you agree to become a monthly paying member in return for access to the applicable consumer benefits. You may cancel your membership at any time by calling our member support department at 0800 031 9882, emailing us at support@froogul.co.uk or completing the cancellation request form on our website. Please review your membership materials sent to you for more information. Should you wish to continue your membership the applicable full month membership fee offered on enrolment will be billed to your account, and every month thereafter unless you express your wish to cancel the membership benefits by either calling our customer service line, emailing our customer service email address or completing the cancellation request form on our website. All charges will be in GBP.

Renewal of membership.

As a monthly subscriber, unless you notify us that you wish to terminate your membership by following the instructions above, your membership will be renewed automatically and on the same date of each calendar month thereafter. Please note that we are not obliged to send you a reminder before the date on which your membership will be automatically renewed. However, we will send you a reminder if your renewal fee will be increasing. Where we do send you a renewal reminder, we will state what the new renewal fee will be, if any, or whether it will remain unchanged. Unless you terminate your membership by following the instructions above, you will be charged the renewal fee stated in the reminder and this will appear on your statement for the charging or debiting source you have provided. We also reserve the right to decline to renew any membership.

Payment of membership fee.

The payment of your membership fee will be made automatically by a direct charge or debit to the charging or debiting source provided by you when you agreed to take part in the membership and is based on the payment terms to which you agreed. As a condition to accepting an enrolment, ACAI MARKETING LTD must be provided with valid, up-to-date and complete credit or debit card details or approved purchase order information acceptable to ACAI MARKETING LTD and any other relevant valid, up-to-date and complete contact and billing details. In connection with your credit or debit card details provided, you will be authorising Us as ACAI MARKETING LTD to bill such credit or debit card for the fee payable for your membership in accordance with your membership contract with Us. If We are unable to charge your specified charging or debiting source then We may ask you to nominate an alternative charging or debiting method. If you fail to pay your membership fee, either through the charging source or any alternative means, then We will have the right to terminate immediately your membership in Froogul.co.uk without notice to you. Once your membership fee is paid, you will be entitled to all membership benefits for the remaining period for which you have subscribed and paid your membership fee.

Changes in membership fees.

Whilst the membership fees notified to you in the Welcome email/letter shall remain the same during your membership, We reserve the right after this period to increase or decrease such fees by giving you prior notice via the programme website of the fee for each subsequent membership renewal period but changes will not affect your current membership period. Unless you notify Us otherwise, you will be charged the fee stated in the notice and this will appear on your statement for the charging or debiting source you have provided.

Use of membership.

Your membership is non-transferable. You agree that only you and your immediate family may use the membership. "Immediate Family" shall be limited to your spouse or partner and your children, provided that they are living with you at home on the date on which the relevant membership benefit is ordered. You will at all times keep your membership card and membership number safe. You agree promptly to notify Us if you become aware of any unauthorised use of your membership card or membership number or if your membership card is lost or stolen. For reasons of security, We reserve the right upon being advised of loss or unauthorised use to suspend or cancel that

membership number and to issue a new membership number.

Our liability.

THIS CLAUSE 10 DOES NOT AFFECT YOUR STATUTORY RIGHTS. For the purpose of this clause 10, "you" means you and your Immediate Family (as We defined the term in clause 9 above). Whilst We endeavour to provide you with a complete service at all times, it is possible that from time to time this service will be interrupted for reasons outside of Our control or subject to errors. Accordingly, We will not be liable or responsible to you if We are unable to perform any of Our obligations during your membership due to any cause outside of Our control or that of any Seller. Furthermore, as the Membership Benefits are made available to you through third party Sellers, they will include specific terms and conditions of each Seller. Any goods or services ordered by you from any Seller is made by you on their terms and conditions of business. You should refer directly to the relevant Seller for the current terms and conditions applicable to the Membership Benefits to be provided by that Seller. We have no control over the Sellers and the actual provision of the goods and services provided by them to you. Accordingly, We will not be liable to you for any loss, damage or injury (save for personal injury or death caused by Our negligence) arising from the Membership Benefits and the goods and services provided by any Seller. In the event that you suffer any loss or damage relating to the provision of any of the Membership Benefits by any Seller, you must contact the

relevant Seller that provided that Membership Benefit to you for any redress or compensation that may arise under the law. You should refer to the specific Membership Benefit for any guarantee or warranty that may be provided by the Seller in respect of the product or service which will be in addition to any legal rights that may be applicable. As Our service merely makes these Membership Benefits available to you, We can make no guarantee or warranty in respect of a Membership Benefit or its suitability for any particular purpose. If We fail to comply with these Terms in respect of the supply of membership services, We are responsible for any loss or damage you suffer that is a foreseeable result of Our breach of these Terms or Our negligence, but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of Our breach or if they were contemplated by you and Us at the time We entered into the contract. As We have explained, We are not responsible for any loss or damage under the Membership Benefits that are supplied directly by the relevant Sellers. Our Sellers only supply products and services for domestic and private use. You agree not to use the product for any commercial, business or re-sale purposes, and We have no liability to you for any loss of profit, business related or indirect losses (including without limitation loss of business, business interruption, or loss of business opportunity).

We do not in any way exclude or limit Our liability for:

- death or personal injury caused by Our negligence;
- fraud or fraudulent misrepresentation; or
- any breach of the implied terms imposed by law, including any consumer regulations.

Otherwise, Our total liability will be limited to twice the cost of your current membership fee.

Value added tax or other similar sales tax

The membership fee includes VAT (where applicable) at the applicable current rate chargeable for the time being. However, if the rate of VAT changes between the date of your enrolment and the date We provide your Welcome Confirmation email We will adjust the VAT you pay.

We accept no responsibility for the payment of or contribution to VAT or similar tax which may be imposed on the sale or supply of any goods or services by any Seller which shall be your sole responsibility or that of the Sellers, as the case may be.

Governing law.

Please note that the laws of the jurisdiction of the UK govern these Terms. This means that that country's law will govern these Terms and any dispute or claim arising out of or in connection with them. You and We both agree that that country's Courts will have non-exclusive jurisdiction to resolve any disputes relating to your membership and these Terms. However, you may also bring proceedings in your own jurisdiction but only if your laws allow it.

How We use your personal information.

We only use your personal information in accordance Our privacy policy For details, please see that page. Please take the time to read the policy, as it includes important terms which apply to you. If, by the terms of the programme offer you accepted, you are receiving a membership pack in connection with your membership Our privacy policy will also be exhibited with these terms in your membership pack.

Assignment

We reserve the right to assign or transfer the Programme and/or memberships to an affiliated or non-affiliated third party, in Our sole discretion. If that happens, your membership fees and any other charges you authorised will continue to be billed to the charging or debiting source provided by you when you agreed to take part in the membership when you enrolled in the Programme; the charges will thereafter be made by the assignee. The billing descriptor will, as it always has, continue to identify the Programme. You consent to the transfer of your personal information and other data in order to effectuate the orderly continuation of the Programme and your membership without interruption. If the transfer or assignment is to an unaffiliated third party, We, or the assignee, will give you notice of such transfer or assignment, which such notice may be given through the Programme website, Otherwise, We, and the assignee, are under no obligation to provide notice to you, as any such transfer or assignment as between ACAI

Marketing Ltd. will have no effect on the ongoing delivery and administration of your Programme membership.

Notices.

Any notice to be given by you to Us under these Terms (including as to a cancellation) may be given by (a) leaving it at the trading or registered office address for Froogul.co.uk stated above addressed to "Froogul.co.uk" (in which case it is to be taken to have been given on the day on which it is left for Us) or (b) sending it to the address for Froogul.co.uk stated above addressed to Froogul.co.uk (in which case it is to be taken to have been given on the day on which it was posted to Us) or (c) sending it by email at support@Froogul.co.uk (in which case it is to be taken to have been given on the day on which it is sent to Us) or (d) by you telephoning Member Services on 0800 031 9882, provided that you actually speak to one of Our Customer Services representatives (in which case it is to be taken to have been given on the day on which you actually speak to one of Our representatives; leaving a message is not sufficient). Our Member Services details are at the end of these Terms. Any notice to be given by Us to you shall be in writing and shall be sent to you through the postal or email address given by you at the time when you applied for membership or to such other address for you as you subsequently inform Us to be your changed address, and if sent by prepaid first class post shall be deemed served on the third day following the day of posting.

Complaints.

In the unfortunate event that you are not happy with your membership in the Programme then you should write to the Member Services Director of Froogul.co.uk at the trading address stated above. We will look into the matter promptly and endeavour to resolve any genuine complaint.

Shipping, Handling and Returns.

Your membership package will be shipped via UK First Class postal delivery. Delivery times vary so please allow at least five working days for delivery. All membership benefits to individual retailers is fulfilled electronically to your email address on record. Please ensure you check your junk and spam folders in the event you did not receive an email from us. All returns or refunds of membership fees are processed by our Member Services department at 0800 031 9882.

Specific terms in respect of the sale of Vouchers, Group Deals and Gift Cards.

Please note that Vouchers and Gift Card offers presented by Us as Membership Benefits are not offered directly by any of the retailers featured either in store or online. We make these offers

available to you as part of your membership to Froogul.co.uk. We reserve the right to and can offer them to you as an agent of the retailer. As We mentioned above under clause 4, Membership Benefits are subject to change and there may therefore be periods when some Vouchers or Gift Cards are not available for all retailers listed as Our Sellers. All Vouchers and Gift Cards are governed by the specific rules, restrictions, and limitations set by the issuer of the Voucher or Gift Card (i.e. the relevant Seller). The terms of use relating to each individual Voucher or Gift Card are detailed in full on the respective Sellers' websites and summarised on the Vouchers and Gift Cards themselves. All Vouchers and Gift Cards are sold for personal use only and cannot be resold. Froogul.co.uk is not responsible for lost or stolen Vouchers or Gift Cards (including responsibility for lost mail). All Vouchers and Gift Cards will be shipped to the address provided by the member and this must also be the billing address for the debit or credit card used to pay for the Vouchers and Gift Cards. Vouchers and Gift Cards and Group Deals may be paid for by MasterCard or Visa. Voucher and Gift Card orders and payments are processed on receipt of a verbal instruction by phone or on receipt of a written request. All orders take a minimum of five working days to despatch. Fulfilment of orders is subject to availability and money back guarantee does not apply. We do not have a sale or return agreement with Our Sellers. Vouchers and Gift Cards ordered on your behalf cannot be cancelled, refunded or exchanged and We will not be liable or responsible for any loss you suffer in this regard (except in relation to death or personal injury caused by Our negligence). Any right you may have to a refund should be taken up directly with the relevant Seller and We can provide you with full details on request. However, depending upon the nature of Our transaction with you in regard to your Voucher or Gift Card order, it may be possible that UK/European Distance Selling rules could apply. In that event, if and where they do apply, as a consumer, you may have a legal right under such rules to change your mind if you decide you do not want to keep a product or service. Under the Distance Selling rules, your legal right to a refund starts from the date the product is delivered to you. You have a period of 7 (seven) working days in starting from the day after the day you receive the product to obtain a refund. Working days means that Saturdays, Sundays or public holidays are not included in this period. Where you are eligible to obtain a refund and wish to do so, please contact Us (Our Member Services telephone line or email is best, as referred to at the end of these Terms). You may wish to keep a copy of your cancellation notification for your own records. If you send Us your cancellation notice by e-mail or by post, then your cancellation is effective from the date you sent Us the e-mail or posted the letter to Us. If you call Us to notify Us of your cancellation, then your cancellation is effective from the date you telephone Us. You will receive a full refund of the price you paid for the product and any applicable delivery charges you

paid for. We will process the refund due to you as soon as possible and, in any case, within 30 calendar days of the day on which you gave Us notice of cancellation, provided the product delivered to you is returned to Us at Our trading address beforehand with any such proof of non-use (of the Voucher or Gift Card, as the case may be) that We may reasonable require. You will be responsible for the cost of returning the product to Us. We refund you on the credit card or debit card used by you to pay. By placing an order for a given group deal for a particular Membership Benefit, you make an offer to purchase the deal you have selected from the relevant Seller on the terms, restrictions and conditions associated with the deal. Once you have placed your order, you will receive a confirmation of the deal and your selected payment method will be charged for the amount of the deal. We will notify you by email when the voucher for the deal is ready to be used. You are required to be a member in order to purchase any deal.

Each deal usually combines two separate portions that make up the deal; (i) a paid portion equal to the amount your credit card is charged (the "paid portion"); and (ii) at no additional charge to you, a promotional portion for the balance of the value of the deal if used by the promotional expiration date on the voucher (the "promotional portion") (together, the paid and promotional portions of the deal are presented in a "Voucher"). In the event you redeem your Voucher for less than the full amount stated on the Voucher, your purchase will be allocated first against the paid portion until it has a balance of zero and then against the promotional portion that is remaining. The expiration date for a Voucher is as printed on the Voucher Unless otherwise stated in the Voucher, or as required by law, the following additional terms apply to all Vouchers:

- there is no cash value for any Voucher;
- no cash back will be issued for partial redemption of the paid portion of a Voucher, except as required by law;
- no cash back or credit will be issued for partial redemption of the promotional portion of a Voucher;
- Vouchers cannot be combined with any other coupons or promotions unless otherwise noted in the Voucher;
- Vouchers cannot be used for taxes, tips, prior balances, shipping or handling, as applicable;
- neither We nor the Seller is responsible for lost or stolen Vouchers or Voucher reference numbers;
- duplicate use, sale or trade of a Voucher is strictly prohibited, except as required by law; and
- unless otherwise stated at the time a Voucher is purchased, the Voucher price does not include sales, value added or use taxes, which may be charged to you separately by the Seller at the time you redeem the Voucher.

To be absolutely clear, We market deals and act as an agent in selling the Voucher on behalf of the Sellers. The Seller is the issuer of the Voucher. As issuer of the Voucher, the Seller is fully

responsible for any and all losses and damage you may suffer in respect of the applicable products and services, as well as for any liability arising from unredeemed or partially redeemed Vouchers. By purchasing a deal, you will acquire the right to print a Voucher issued by the participating Seller and to use the Voucher according to its terms and, where relevant, these Terms. Whether you choose to print and/or redeem the Voucher is within your sole control and at your sole discretion. We will provide a refund of the purchase price paid by you for any deal within five days after the purchase of a Voucher, provided that the Voucher has not yet been redeemed. After five days, We do not provide refunds except that We will provide a refund if you are unable to redeem a Voucher before the applicable expiration of the Voucher because the relevant Seller has gone out of business.

General

A COPY OF THESE TERMS IS AVAILABLE ON REQUEST IN LARGER TEXT. THESE TERMS OF MEMBERSHIP MAY BE REVISED FROM TIME TO TIME SO YOU SHOULD PERIODICALLY RETURN AND REVIEW THESE TERMS AT OUR WEBSITE WHERE THEY APPEAR FOR ANY CHANGES. PLEASE READ THESE TERMS OF MEMBERSHIP TO THE FROOGUL.CO.UK PROGRAMME CAREFULLY. IF YOU HAVE ANY QUESTIONS, PLEASE CALL OUR CUSTOMER SERVICES REPRESENTATIVE WHO WILL BE PLEASED TO ASSIST YOU ON THE NUMBER STATED IN THE WELCOME EMAIL. WHEN CALLING, PLEASE HAVE YOUR MEMBERSHIP NUMBER AVAILABLE. MEMBER SERVICES TELEPHONE NUMBER: 0800 031 9882. Our Customer Service hours are 8AM - 8PM Monday to Friday and 9AM to 5PM on Saturday (closed on Public Holidays). You may also send an email or write to Us with your full contact information (full name, address, and phone number), so that We may further assist you.

ACAI MARKETING LTD, is registered under the number NI611359 in the United Kingdom having its offices 1 Balloo Court, Bangor, Co Down, Northern Ireland, BT19 7AT, UK.