

Welcome to Mimo

Who we are and how to contact us

We are MostImportantMoment Limited trading as Mimo, a limited company (registration number 13713354. Our registered office is at 2nd Floor 26 Goodge Street, Fitzrovia, London W1T 2QG. For information on the best way to contact us, see www.mimo.trade/contact.

Mimo provides a platform where creators can offer unique, real-world experiences captured through their own photographs and video recordings (“moments”). Interested buyers may purchase a **physical certificate of authenticity (“PCA”)** associated with a moment. All transactions are for the sale and shipment of tangible certificates, not for digital content or access within the app. For clarity, “moments” refers to user-generated photographs and videos, while “PCA” refers to the physical certificate linked to them. Mimo does not claim ownership of, or exercise control over, the copyright in any creator’s content; all rights remain with the original creator. When these terms apply

These terms apply to users of mimo.trade (Mimo), our online marketplace for listed moments, whether using it as creators or interested parties. Some of these terms are specific to creators and some to interested parties. For previous versions of these terms (and the policies referred to in them) as well as the dates they applied, see www.mimo.trade/legal.

Terms which appear in bold have specific meanings which you can access by clicking on them. For a full list of such terms, see paragraph 14 (Defined terms).

These terms cover the following matters:

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- 13.7. Informal changes to this agreement aren't valid
- 13.8. You and we can only waive our rights under this agreement in writing
- 13.9. Invalidity of part of this agreement doesn't affect the rest of it
- 13.10. Only you and we have rights under this agreement
 - Defined Terms

Registering as a user on Mimo

Mimo is the world's first marketplace to showcase "moments" - those photos and videos you capture on your smartphone or camera before, during and after concerts, games, or any daily event.

Instead of only posting them for free on social media, Mimo allows you to:

- Showcase your moments.
- Allow others - superfans, athletes, artists, or organizations - to "express interest" in owning them.

- When interest is confirmed, Mimo prepares and ships a “physical certificate of authenticity”(PCA) to the new owner.

Once the certificate is shipped, the creator is rewarded. All transactions and fulfilment occur outside the app, consistent with physical goods rules.

Mimo is accessed through the World Wide Web or using the MIMO smartphone app. If you wish to use Mimo to buy or sell, you must register as a user.

How to apply and our agreement with you

Mimo is accessed through the World Wide Web or using the MIMO smartphone app. If you wish to use Mimo to buy or sell, you must register as a user.

You can apply to open an account here www.mimo.trade/apply. During the application process:

- You and we agree to only use and disclose the other's confidential information as necessary for making and considering your application and to comply with the restrictions in How we and you must protect each other's confidential information.
- Insofar as you have access to our systems you agree to comply with all relevant restrictions in Your use of our systems.
- You accept these terms of use, our privacy policy (www.mimo.trade/privacy), and other policies mentioned in these terms.
- The provisions in section 13 (Other important terms) apply to any disputes concerning your application.

An agreement between you and us governed by all of these terms will come into force when we accept your application.

The policies which form part of these terms

The policies set out below, which you and we must comply with, form part of these terms and our agreement with you. See section 11 (Changes to our terms and policies) for how and when we tell you about changes and how you can end this agreement if you're not happy with a change. The policies are contained in our [FAQs](#) and may include:

- Acceptable use policy. This sets out what you can and can't do when creating your profile and listings and when responding to customer reviews.

- How we treat our creators policy. This sets out how we will treat you, including how we use other sales channels and affiliates to market your PCAs; this promotional activity is strictly for your listed items and does not involve the tracking of your personal information for any other marketing purposes; offer customers goods and services which complement your PCAs; and what access we give you to data generated through the use of Mimo.
- Delivery policy. This sets out the timescales within which delivery must be made to customers.
- Returns and refunds policy. This is the information for customers about how refunds and returns are dealt with, which you must comply with.
- Customer care policy. This sets out how you must deal with customer complaints and questions.
- Commission and fees policy. This sets out what fees we charge you and how we calculate the commission due to you. See also section (Fees and commission on your PCA sales).

Creator complaints policy. This sets out the procedure we follow when dealing with your complaints about Mimo.

Your warranties about the information you give

Your warranties about the information you give - You promise us (in legal terms, you represent and warrant) that: You are, and will remain, a British citizen or resident, (if a company) incorporated in England and Wales, Scotland or Northern Ireland, or otherwise a qualifying person within the meaning of the Copyright, Designs and Patents Act 1988 (<https://www.legislation.gov.uk/ukpga/1988/48/section/154>) or your home country's applicable law.

- If you are an individual, you are at least sixteen years old, have legal capacity to enter into contracts, and are resident in a country where a Mimo account can be opened. The fact that the Mimo app is available for download in your country does not necessarily mean that you will be able to open a Mimo account, but we are working on extending the availability of the service to as many countries as possible.
- Mimo is not available to users under the age of 13. Users aged 13–17 must have parental or guardian consent to use the service. By registering, you confirm that you meet these requirements.
- The information you provide to us in connection with your application to become a creator on Mimo is complete and accurate and you'll promptly notify us of any changes to it and keep the creator profile you create on our creator interface up to date.

- Any documents you submit to us to support your application or in response to any request from us at any time are either genuine documents or true copies of genuine documents.

Our rights to verify the information you give us and your compliance with these terms

We may at our option at any time require you to promptly provide us with reasonable evidence that any information you've given us is true and up to date and that such information and your behaviour complies with these terms. Such information includes (but is not limited to) information in connection with your application to become a creator on Mimo, in your creator profile and in the listings for your moments and the shipping of its PCAs. We can suspend or restrict individual listings until you've supplied this evidence and end this agreement if you don't comply with this requirement. See section 5 (Suspension of listings, ending of this agreement and disputes).

You permit and instruct us to collect information about you and in connection with your performance of this agreement (including without limitation the moments you list on Mimo) and disclose it to tax or other governmental or regulatory authorities as required by law or for compliance with our legal obligations.

Our communications with each other

When we accept your application to become a creator we'll give you access to our creator interface. We'll generally use our creator interface to tell you about customer orders, questions, cancellations and complaints and also other things about our service, such as changes to these terms and our policies. We may also contact you via telephone, email or other methods.

You should use our creator interface to get in touch with us wherever possible, but we may also give you other ways of contacting us. Before contacting us, you may want to look at our [Frequently Asked Questions](#).

Your communications with customers

You must always use the creator interface to communicate with customers who have ordered with you through Mimo or expressed interest about your PCAs through Mimo. Where this is not possible (for example, where a customer, having ordered through Mimo finds and calls you directly), you should enter accurate details of any communications with customers on the creator interface. This helps us to keep a full record of all communications in relation to any transaction, in case there are any disputes.

If a customer contacts you about your PCAs through Mimo you mustn't in any way ask or encourage the customer to buy those or other PCAs either directly from you or from another source.

Your use of our systems

You may only use our creator interface and the other computer systems that support, operate and comprise Mimo (our systems) for listing and shipping your PCAs and communicating with us and your customers as envisaged in these terms. You agree to use all reasonable security practices to prevent unauthorised access or damage to our systems. These practices include but are not limited to:

- Making sure any devices you use to access our systems have up to date anti-virus protection and not introducing any viruses into our systems.
- Ensuring that your log-in details and passwords for our systems:
- are only used by you, your employees and subcontractors, who in each case are required to comply with the rules set out in Your use of our systems;
- are not shared between users; and
- are changed as and when prompted by our systems.
- Telling us immediately if you think that log-in details or passwords are being or may be used in an unauthorised way or that the security of our systems has been compromised in any other way.

Except as permitted by any applicable law which you and we can't agree to exclude, you mustn't:

- Attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of our systems in any form or media or by any means.
- Attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of our systems.
- Access all or any part of our systems to build a service which competes with them.
- Use our systems to provide services to third parties or allow or assist third parties to access our systems.
- Create multiple accounts to evade punishment or avoid restrictions.

Listing on Mimo

Creating your creator profile and listing moments on Mimo

You must create a creator profile on Mimo. Once you've done this you can create listings for Mimo to sell its PCAs through our creator interface. You represent and warrant that you'll:

- Only create listings for PCAs which are not prohibited PCAs (as set out in our prohibited PCAs policy in our [FAQs](#)).
- Only list moments which comply with all applicable legislation and regulations and don't infringe third party trademarks or other intellectual property rights.
- Include in your listings, or where appropriate your creator profile, all the information about you and your moments and how you'll fulfil orders that is needed to comply with consumer protection law, as well as any relevant safety information about your moments. Our customer interface will prompt you to provide this information as far as English law is concerned, but you're responsible for making sure you comply with the law. For more on these information requirements in the UK, please see the 'Trading Standards' advice on online selling at <https://www.businesscompanion.info>.

See also Our rights to verify the information you give us and your compliance with these terms.

You must ensure that your creator profile and the listings for your PCAs:

- Comply with our acceptable use policy (set out in the FAQs [www.mimo.trade/faq], which bans things such as obscenity and defamation.
- Only feature high quality images and descriptions, which you have all the necessary intellectual property and other rights to use in this way on Mimo and to license to us as set out in Our use of your branding and other intellectual property rights.
- Are in the English language and be clear and comprehensible.
- Display your valid VAT registration number, if you are registered.
- Don't include anything which would encourage or allow customers to contact you other than through the creator interface, such as email or social media contact details, website addresses or other links. We reserve the right to remove such information.
- Don't use any search engine optimisation techniques which breach search engines' guidelines or involve deception, including but not limited to keyword stuffing.

You can't list fake, stolen or unauthorised moments

You can only list your own original moments – You can't list fake, stolen or unauthorised moments

To sell PCAs of listed moments, you must:

- Be the owner of copyright of the moments represented by the PCAs that Mimo is shipping.
- Provide accurate and complete information about those moments, including the copyright ownership information.
- Comply with all applicable laws and regulations.
- On request, provide evidence of original ownership or authorship of those moments. This may include, but is not limited to, timestamped drafts, original files, or documentation of the creation process.
- Certify that those moments do not infringe the intellectual property rights or privacy rights of any third party and that all necessary releases have been obtained.
- Provide accurate and truthful descriptions of the content of those moments, including their origin, characteristics, and any potential limitations on use

You must specify in your listing whether you wish to be identified as the creator of the content when a interested party uses it. If you wish to give the interested party the choice to identify you or not, you should specify this and indicate the alternative prices. You will be identified by the creator name you created when you registered with Mimo.

We can suspend a listing for a moment or terminate this agreement under section 10 (Suspension of listings, termination of this agreement and disputes) if you fail to comply with any requirement of this clause.

Pricing your moments (including VAT and packaging and shipping charges)

How you price your moments is entirely up to you and you can change the price for your moments at any time using the creator interface. Please allow a reasonable time for revised prices to be displayed on Mimo. We'll charge customers the price shown on Mimo at the time they submit their order for a PCA to be shipped.

Your prices must be inclusive of the following:

- Supply VAT if chargeable.
- Delivery charges, which must be shown separately.

Owning PCAs

To have a PCA shipped, you must first find a moment that you want to receive. Once you have found a moment, you can click on the "Interested"

button. You will then be taken to a checkout page where you can enter your shipping address, payment information and complete the shipping instruction.

The product purchased on Mimo is a **Certificate of Authenticity (PCA)**, a tangible collectible shipped to the interested party. The PCA serves as a physical representation of ownership of a moment. Any associated rights are incidental to the purchase of the certificate itself. The app functions solely as a discovery and showcasing platform — all transactions and fulfilment occur outside the app, consistent with rules for physical goods.

When you buy a PCA of a moment through Mimo, you only acquire the right to reproduce it for personal use. If you wish to use it commercially, including in promotional activities, you will need to get additional rights from the creator.

If the creator has asserted their right to be identified as the creator of the moment (in accordance with section 78 of the Copyright, Designs and Patents Act 1988), you must identify them when the moment is published commercially or exhibited in public, or a visual image of it is communicated to the public, or a film including a visual image of it is shown in public or copies of such a film are issued to the public.

You are not permitted to modify the moment in any way which amounts to distortion or mutilation of the work or is otherwise prejudicial to the honour or reputation of the author or director represented by the PCA.

Platform availability

We aim to make the creator interface available to you and MIMO available to customers on a 24/7 basis. We reserve the right to take some or all of our systems offline as reasonably required for routine and emergency maintenance or repairs. We'll give you as much notice of such downtime as is reasonably possible. All communications using the internet may be affected by events outside our reasonable control (see Impact of events beyond your or our reasonable control (force majeure)).

Customer orders, refunds and complaints

What we do when a customer orders

Customers ordering PCAs through Mimo must click to accept our standard customer terms [www.mimo.trade/legal](https://dev-mimo.idondis.com:3312/legal/terms), which are linked to from the checkout page.

When a customer orders PCAs through Mimo, we, acting as your agent in your name and on your behalf, will:

- Send the customer an order acknowledgement email in our standard format.
- Promptly inform you of the customer order via the customer interface.
- Send the customer an order acceptance email in our standard format and physically ship the PCA by post, so form a direct contract for you to assign the copyright via the PCA to the customer. The contract is between you and the customer.
- If an issue arises that the PCA cannot be shipped, Mimo will send the customer an order rejection email in our standard format.
- Via our third party payment provider, take payment for customer orders for your PCA for shipment when we confirm acceptance of an order in your name and on your behalf. The creator interface will tell you whether or not payment has been received for any order.

Our order acceptance email will serve as the customer's supply VAT receipt issued in your name and on your behalf. Our email will include all the information about the ordered PCA which you've included in your PCA listing as well as separately showing the UK supply VAT collected as part of the order. You're responsible for ensuring that this information meets legal information requirements and for compliance with all applicable legal, tax and regulatory requirements in connection with any customer VAT receipt issued in your name. For more on consumer law information requirements, please see the Trading Standards advice on online selling at www.businesscompanion.info.

Where a customer is VAT registered, we will, where required by applicable law, provide you with the customer's VAT registration number and details of the relevant supply.

What you must do when we tell you about an order

When we tell you about an order you must:

- Using the creator interface, tell us as soon as possible, and in any event within two days, if there is an issue with the copyright for Mimo to ship the PCA.
- Comply in full with all applicable rules and policies of Mimo.

Dealing with customer questions about orders

You must deal promptly and professionally with any customer questions about orders using the creator interface. You must liaise with us if the

question relates to any part of the process we're involved in. You and we will co-operate with each other in trying to resolve any such questions. See How you must handle customer complaints.

Dealing with customer cancellations

We'll tell you if a customer contacts us to cancel an order. When we do so, you must:

In the event of a return or cancellation, the collectible PCA must be returned or destroyed. Any replacement certificate will be issued by Mimo if required. Refunds and adjustments relate to the physical certificate, which governs the transaction.

Both the customer and the creator must pay the appropriate refund fees charged by Mimo. There is no refund of the initial PCA amount from Mimo – the Creator is responsible for making the refund.

You must also comply with the returns and refunds policy www.mimo.trade/legal and any further commitments you've made as a creator in your moment listing. You must promptly tell us of any refunds due to customers who have cancelled and these will be dealt with as described in How customers are refunded.

How you must handle customer complaints

We'll tell you if a customer complains to us about you or one of your PCAs Mimo has shipped, including any complaints that PCAs have not been delivered or that cancelled orders have not been refunded and provide you with all relevant details about the complaint.

You must deal with complaints we tell you about, and any complaints you receive directly from customers, in a way that complies with consumer law see the Trading Standards advice on online selling at www.businesscompanion.info and honour any additional commitments or guarantees you've made in your moment listing or other marketing or advertising. You must also comply with our customer care policy www.mimo.trade/legal when dealing with customer complaints.

We offer assistance to creators and customers to help them resolve disputes arising out of the supply or non-supply of PCAs through Mimo. You'll engage in mediation to resolve any dispute with customers as set out in our dispute resolution procedure www.mimo.trade/legal.

All of your communications with customers about complaints should be made through, or where this is not possible, accurately logged with, our

creator interface.

If, in relation to any dispute with a customer, you don't engage in dispute resolution, as required by these terms and in good faith, then we may refund and/or compensate the customer on your behalf. We can also do this if you don't abide by any commitment you've made during dispute resolution, any settlement reached through mediation or any ruling made by a court or other competent authority. Refunds will be handled as set out in How customers are refunded. You must reimburse us for payments made in compensation, see When you must pay our invoices.

See also section 12 (Claims and actions against us in connection with you or your PCAs).

How customer reviews are collected and displayed

We and you agree to use our best efforts to make sure that customer reviews on Mimo are from customers who have bought PCAs and received them and who are not connected with the relevant creator or in any way encouraged or incentivised to post a favourable review.

We use the creator interface to invite customers to whom your PCAs have been shipped to review your moments.

Customers submitting a review do so in a prescribed format which may involve a free text box. Our software may block language in customer reviews which is not permitted under our acceptable use policy but we don't guarantee that it will do so. You're responsible for checking reviews for compliance with our acceptable use policy and telling us if you consider that a review breaches it. If we agree, we'll remove the review from the site and inform the customer we've done so.

You may respond to reviews using the customer interface, provided your response complies with our acceptable use policy. We'll publish your response below the review unless we reasonably think that it doesn't comply with our acceptable use policy (we may remove responses on this basis at any time after they have been published).

Apart from an initial invitation to review your moments submitted through the creator interface, you mustn't directly or indirectly contact customers (whether through the creator interface or using any other contact details you have for customers) either to encourage them to submit any review or a favourable review or to change or withdraw a review. You must not encourage customers to submit reviews of PCAs they have purchased through Mimo anywhere other than on Mimo.

Access to and use of data generated through use of Mimo

Your own and your customers' use of Mimo will generate data (including personal data), about orders, customer queries, ratings and reviews for your moments and PCAs, and other matters. We may use any data derived from activity on the Mimo platform and data bought, sold and stored on the platform to enhance future services. Under the terms which you accept when you sign up with Mimo, we have access to your moments which will enable us to generate insights into the operation and use of our service.

Mimo only collects the data strictly necessary to operate the service (e.g., processing orders, shipping, fraud prevention, and customer support). Personal data will never be sold or monetised. Data is stored securely and retained only as long as necessary to fulfil legal or operational obligations. Users may request deletion of their account and personal data at any time via support@mimo.trade or through in-app settings, and data not legally required will be erased within 30 days.

Fees and commission on your PCA rewards

Set-up and other fees

We may charge you a set-up fee of £10 OR as set out in our commission and fees policy www.mimo.trade/legal plus VAT. You must pay this fee when you start listing your moments and in any event within 30 days of our invoicing you for it. See also When you must pay our invoices.

We also charge you fees for handling refunds (see How customers are refunded) and (Details of other fees), in each case plus VAT, as set out in our commission and fees policy.

What we pay you for PCAs shipped on Mimo

Payments for PCAs sold by you will be processed by our third-party payment processor for the time being on their terms and conditions. Payments made by interested parties for your listings will be remitted to you less:

- The third-party processor's charges.
- Our commission or fees as notified to users on the Mimo website together with any applicable VAT. Creators currently pay 10 per cent of the PCA price to Mimo as commission together with a safe payment fee of £0.50. The interested parties currently pay 10 per cent

of the PCA price to Mimo as commission together with a safe payment fee of £0.50 and shipping costs

- Any fees (and any VAT applicable to them) or other sums we've invoiced you for and which are unpaid at the time we pay you, whether or not the due date for payment has arrived (see When you must pay our invoices).
- Any sums owed to us in connection with any third party claim under Compensation for claims against us which are unpaid at the time we pay you.
- In the event of a refund, the creator pays 50 per cent of the original PCA price and the interested party pays the safe payment fee set out in our commission and fees policy plus any charges made by the third party processor.

We charge customers in pounds sterling and account to you in pounds sterling. Any currency transfers will be charged at the third-party processor's then foreign exchange rates and fees in addition to standard charges.

Our commission is calculated as a percentage of the total price paid by the customer for the PCA excluding VAT where it applies, at the rates set out in our commission and fees policy (www.mimo.trade/legal).

You must account to the appropriate tax authorities for any VAT due on sales of your PCAs on Mimo and fully comply with your tax obligations in connection with the use of our services and the offer and sale of your PCAs on Mimo including the collection, reporting, filing and payment of any and all applicable taxes (such as VAT, plastic packaging taxes and duties) and other governmental assessments.

When we pay you

Within after the completion of each transaction we'll send you a statement of the sums due to you and how they have been calculated and credit such sums to the bank account you've notified to us via the creator interface. Details of your transactions will be available from the third-party processor.

When you must pay our invoices

You must pay any invoices we submit to you within 30 days of receipt, save that set-up fees (see Set-up and other fees) must be paid before you can start listing moments.

Without limiting Section "When you must pay our invoices", you authorise Mimo via its third-party payment process to debit the bank account

identified in your customer profile without separate notice, and according to the applicable authorisation, to collect amounts you owe under this Agreement. If Mimo is unable to collect those amounts by debiting your bank account, then you immediately grant to Mimo a new, original authorisation to debit any alternative bank account details of which you have provided to us, without notice and according to the applicable authorisation. Mimo may rely on this authorisation to make one or more attempts to collect all or a subset of the amounts owed. Your authorisation under this will remain in full force and effect until (a) all of your Mimo Accounts are closed; or (b) all fees and other amounts you owe under this Agreement are paid, whichever occurs later. If applicable debit scheme authorisation rules grant you the right to revoke your debit authorisation, then to the extent Law permits, you waive that right.

Interest on late payments

If either of us fails to make a payment due to the other under these terms by the due date, then, without limiting the other party's remedies, the defaulting party shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

How customers are refunded

If you instruct us to refund a customer on your behalf, we'll do so provided we can deduct such sums from money due from us to you. We are not obliged to refund more than the sums collected from the customer at checkout. If we can't deduct such sums from money due from us to you, we may either require you to refund customers directly or choose to refund customers ourselves and you must pay us the sums we refund in this way. See When you must pay our invoices.

Our and your rights of set-off

Save as expressly provided in these terms (see What we pay you for PCAs shipped on Mimo and How customers are refunded), you and we shall each pay all amounts due under this agreement in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

Orders from outside the UK

Mimo only displays information to customers in the English language, and only accepts payment in pounds sterling, and we make this clear to customers. Our third-party payment processor will allow payments to be made in other currencies but you will be paid in pounds sterling and subject to their additional fees. Customers from outside the UK may have rights under their local laws which apply as well as or instead of their rights under English and Welsh, Scottish and Northern Irish law and our standard terms for consumers. If you don't wish to accept such orders, it is your responsibility to reject them as indicated in What you must do when we tell you about an order.

Using each other's branding and other intellectual property rights

Your use of our branding

You may publicise your listings on Mimo and outside Mimo, for example, on social media. Each moment provided through Mimo will have an active media ID with a Mimo watermark which will enable interested parties to contact you through the platform. In doing so you must take care not to in any way suggest that you or your listings are endorsed, controlled or created by Mimo. You can share the URLs for your listings and creator pages and state that your PCAs can be bought on Mimo. However, you can't use the Mimo stylised name or logos either on their own or in combination with another word or use the Mimo name in your social media profile name or photo. You also can't create content with the same look or feel as that of Mimo.

As soon as reasonably possible after this agreement ends, you must remove any content that suggests you sell on Mimo from any places you control and use your best efforts to remove such content from any places owned by any third parties.

Our use of your branding and other intellectual property rights

You grant us a non-exclusive, worldwide, royalty-free licence to host, reproduce, display and publish any content, data or information (including trade marks and branding) you provide to us in connection with you and your moments (your materials) for the purposes of listing your content on Mimo.

Section 12 (Claims and actions against us in connection with you or your moments) sets out what happens if someone claims that our use of your materials (as set out above) infringes their intellectual property or other rights.

As soon as reasonably possible after this agreement ends, we'll stop all use of your materials on Mimo [and in the listing channels and affiliates described in How we use other listing channels and affiliates to market your moments]. However, we reserve the right to continue using your materials for the purposes and period set out in Your obligations after this agreement ends and Our obligations after this agreement ends.

Except as stated above, we won't acquire any rights to your materials and any goodwill generated by our use of your materials on Mimo or through our marketing activities will accrue to you.

Suspension, termination and disputes

When we'll suspend your listings or end this agreement

We can suspend or restrict any individual listing you make on Mimo if we become aware, or have reason to believe, that what you've told us about your moment or said about your moment in the listing for it is not true or up to date or that the PCA or the listing doesn't comply with these terms, including our policies (see The policies which form part of these terms) or is otherwise unlawful.

We can end this agreement and your rights to use Mimo for any of the following reasons:

- You've not complied with these terms, including the policies referred to in them and your non-compliance is more than trivial or is repeated.

- **User-Generated Content and Safety Policy**

Mimo is committed to creating a safe and positive community. To achieve this, we have implemented a robust moderation process for all user-generated content. By using our service, you agree to the terms outlined below.

- **Prohibited Content**

You are strictly prohibited from posting any content that is:

- Sexually explicit, pornographic, or contains nudity.

- Defamatory, discriminatory, or mean-spirited, including references or commentary about religion, race, sexual orientation, gender, or national/ethnic origin.
- Violent, threatening, or promotes illegal acts.
- Intended to harass, bully, or intimidate any individual or group.
- Infringes on any third party's intellectual property rights.
- We maintain a zero-tolerance policy for **Objectionable Content**.

○ **Content Moderation Process**

We use a multi-layered approach to enforce our content policy, combining automated systems with human oversight.

- **Automated Content Scanning:** All user-uploaded images and videos are proactively scanned using several automated tools. These powerful tools detect and flags content that is Unsafe, which includes to detect and filter explicit, inappropriate, and violent content and images.
- **Identified Objectionable Content:** Any content identified by this system is immediately hidden from public view and placed in a queue for human review.
- **User Reporting Mechanism:** All user-generated content within the app features a clearly visible "Report" button. Users are encouraged to report any content they believe violates our terms. Submitting a report sends a notification directly to our trained moderation team with a link to the content in question.
- **User Blocking Mechanism:** To protect our users from unwanted interaction, every user profile includes a "Block" button. Using this feature Mimo will prevent the blocked individual from the app.

○ **Enforcement and Action**

We are committed to swift and decisive action on all policy violations.

- **24-Hour Review:** Our dedicated moderation team reviews all content flagged by our and all user reports **within 24 hours** of submission.
- **Content Removal:** Any content confirmed to be in violation of our policy will be permanently removed from our platform.

■ User Penalties:

- **First Violation:** The user who posted the offending content will receive an official warning, and the content will be removed.
- **Severe Violations or Repeat Offenses:** We reserve the right to immediately and permanently terminate the account and block the user from accessing our services. This action will be taken for severe first-time offenses (e.g., illegal content, graphic violence) or for users who repeatedly violate our policies.

By using Mimo, you acknowledge and agree to this User-Generated Content and Safety Policy. We believe these measures are essential to maintaining a respectful and secure environment for all our users.

You've not paid one of our invoices by the due date (see When you must pay our invoices).

You've become insolvent or you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business or your financial position deteriorates to such an extent that we think your ability to fulfil your obligations under this agreement is at risk.

We reasonably consider that our continuing to provide services to you could expose Mimo to disrepute, contempt, scandal or ridicule, or would tend to shock, insult or offend the public or reflect unfavourably on Mimo's reputation or the other creators selling on Mimo.

We decide to stop providing Mimo or to stop listing your type of moments on Mimo.

We reasonably determine, or receive information or notice from HMRC, that you are not meeting your tax obligations.

We'll give you at least 30 days' notice that we are ending this agreement unless:

- Our legal, tax or regulatory obligations require us to end this agreement without such notice.
- It's imperative for us to end this agreement either immediately or on shorter notice. For example, we may end this agreement with immediate effect if you become insolvent or we discover that your moments are unsafe or counterfeit or present a danger to minors or if we reasonably suspect you of fraud or of using Mimo to spam others.
- You've repeatedly broken this agreement.

If we're suspending or restricting an individual listing or ending this agreement, we'll normally give you a written statement of the specific facts or circumstances which led to our decision and which of these terms we consider you've broken. If we're acting in response to a notification from someone else, we'll also share the contents of that notification with you. However, we won't give you such a statement if:

- We're subject to a legal, tax or regulatory obligation not to provide the specific facts or circumstances or to set out our reasons.
- We're ending this agreement because you've repeatedly broken it.

We'll send our statement to you via email or another durable medium. Where we're suspending or restricting an individual listing, we'll send the statement before or at the time of the suspension or restriction. If we're ending this agreement, we'll send the statement at the same time that we give notice that we are ending this agreement.

See also Your obligations after this agreement ends and Our obligations after this agreement ends.

How to complain if you're not happy with our services including any decisions we've taken

If you want to complain about our services or the way we've treated you, including because you disagree with us refunding or compensating a customer, restricting or suspending a listing for your moments or ending this agreement, please contact us using the creator interface or email support@mimo.trade.

You and we agree to try our best to resolve all complaints informally, but if we can't resolve your complaint in this way, either of us can request mediation (see You or we can request mediation of disputes). In addition, we are both able to bring legal action at any time (see Governing law and jurisdiction).

You or we can request mediation of disputes

Either you or we can request that any dispute between us be referred to an appropriate independent mediator. Any such requests should be submitted through the creator interface support@mimo.trade. Both you and we must act in good faith when considering any requests for mediation and engaging in any mediation.

We may refuse mediation of a dispute which has previously been mediated if the mediator determined you weren't acting in good faith in that

mediation. We may also refuse mediation of any dispute connected to other disputes in which a mediator has repeatedly found in your favour.

We'll bear a reasonable proportion of the total costs of any mediation, taking into account all relevant elements of the dispute, as determined by the mediator.

How you can end this agreement

To cancel your membership, you must provide Mimo with at least 30 days' written notice. You can cancel your subscription by:

- Contacting Mimo customer support on support@mimo.trade.
- Following the cancellation instructions within the App.

Your obligations after this agreement ends

After this agreement ends (for whatever reason) you must (unless we tell you otherwise):

- Immediately remove any listings for your moments from Mimo.
- Leave your customer facing creator profile (excluding listings for your moments) live until 60 days after your fulfilment of the last order you received through Mimo, to allow customers to contact you about orders previously submitted. Once this period has expired you must remove your customer facing creator profile.
- Continue to comply with these terms insofar as they relate to customer orders received through Mimo before removal of your moment listings. You need only comply with the version of these terms which applied when this agreement ended.

Our obligations after this agreement ends

After this agreement ends (for whatever reason) we:

- May remove all listings for your moments from Mimo, if you've not already done so, and reject any order received after this agreement ends.
- May remove your customer facing creator profile from Mimo, if you've not already done so, except that we can keep it live until 60 days after your fulfilment of the last order you received through Mimo, to allow customers to contact you about orders previously submitted.
- Will continue to comply with these terms insofar as they relate to customer orders received through Mimo before removal of your

moment listings, including by paying sums due to you for such orders. We'll comply with the version of these terms which applied when this agreement ended.

- Will stop giving you access to data (including personal data) generated by your use of Mimo.

Limitations of liability and platform availability

Meaning of liability in these terms

When we talk about liability in these terms we mean every kind of liability arising under or in connection with this agreement including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

Liabilities neither you nor we limit or exclude

Nothing in these terms limits any liability (whether yours or ours) which can't legally be limited, including but not limited to liability for:

- Death or personal injury caused by negligence.
- Fraud or fraudulent misrepresentation.
- Breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

The limitations and exclusions set out in this agreement don't apply in respect of:

- Any liability arising from your or our deliberate default.
- Your liabilities to us under section 12 (Claims and actions against us in connection with you or your moments).

Types of loss you and we exclude liability for

Except in respect of Liabilities neither you nor we limit or exclude, we won't be liable to you and you'll not be liable to us for:

- Loss of profits.
- Loss of sales or business.
- Loss of agreements or contracts.
- Loss of anticipated savings.
- Any indirect or consequential loss.

Caps on your and our liability to each other

Except in respect of Liabilities neither you nor we limit or exclude (which are uncapped), our total liability to you and your total liability to us is capped at the amount of all fees and commissions paid by you to Mimo during the 12 months prior to the date of the claim.

Payment of uncapped liabilities shall not reduce these caps.

Deadline for us to make claims against each other

Unless either of us notifies the other that they intend to make a claim in respect of an event within the notice period, the other shall have no liability for that event. The notice period for an event starts on the day on which the party claiming became, or ought reasonably to have become, aware of the event having occurred and expires one months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

Claims and actions against us in connection with you or your PCAs

Dealing with claims against us

We'll pass on to you any complaints we receive about you or one of your PCAs as described in How you must handle customer complaints. However, if anyone, including (but not limited to) a customer, any regulator, HMRC, couriers or any third-party rights holder, makes a claim or takes any kind of action against us in connection with:

- Your PCAs, their importation to the UK and their supply through Mimo.
- Content you've uploaded to or otherwise distributed through our systems, including but not limited to your creator profile, your content listings, your communications with customers, advertising, and any omissions or inaccuracies in such content.
- Things we have or haven't done in reliance on information you've provided (or omitted to provide) to us, including our exercise of rights you've granted to us.
- Things you have or haven't done including but not limited to any breach of these terms and our policies, (a third party claim), then you must, at our option and as we request, either help us defend or deal with the third party claim or defend or deal with it on our behalf, in each case at your own expense. If we ask you to defend or deal with a claim on our behalf, you must get our prior written agreement before settling or compromising it or attempting to do so.

Compensation for claims against us

You must pay us an amount (calculated on a full indemnity after-tax basis) equivalent to any liabilities, fines, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and any tax liabilities or third party charges such as brokers' fees) and all interest, penalties and legal costs and all other reasonable professional costs and expenses (liabilities) we incur arising out of or in connection with any third party claim. See When you must pay our invoices.

Compliance with the law and our mandatory policies

You must comply with the law and our mandatory policies

You must at all times when doing anything in connection with this agreement comply with:

- All applicable laws, statutes, regulations and codes from time to time in force including without limitation the CAP Code.
- Our mandatory policies published from time to time on our website.

Data protection obligations

How we and you treat personal data we share with each other

We'll process your personal data in accordance with our privacy policy [LINK TO POLICY].

We and you may share with each other the following types of personal data we've collected in connection with this agreement (shared personal data):

- Names, addresses and contact details of customers for your PCAs.
- Information about customer orders for your PCAs, including any personalisation requests.
- Information about customer queries and complaints in relation to orders.
- Information about customer searches and activity on the site.
- Information about our respective employees.
- Information about individuals working with other organisations that we or you work with.

We and you agree that we shall only process shared personal data which we receive from the other for the following purposes:

- Fulfilling orders for your PCAs.
- Dealing with queries and complaints from customers about your PCAs.
- Dealing with each other's employees and individuals working with other organisations for the purposes of operating this agreement.

In the event that we process personal data on your behalf (so that you are the controller and we are the processor) we will do so only for those purposes and subject to our privacy policy www.mimo.trade/privacy.

Both we and you will comply with all the obligations imposed on a controller or (where appropriate) a processor under UK data protection law. If either we or you fail to do so, the other can end this agreement, as set out in [When we'll suspend your listings or end this agreement](#) and [How you can end this agreement](#).

Both we and you will:

- Ensure that all necessary notices, consents and lawful bases are in place to enable lawful transfer of the shared personal data to the other as well as to their employees and the entities they use in connection with this agreement (permitted recipients).
- Give full information to any data subject whose personal data may be processed under this agreement about the nature of such processing. This includes giving notice that, when this agreement ends, personal data relating to them may be retained by or transferred to one or more of the permitted recipients, their successors and assignees.
- Not disclose or allow access to the shared personal data to anyone other than the permitted recipients.
- Ensure that all permitted recipients are subject to written contractual obligations concerning the shared personal data (including obligations of confidentiality) which are no less demanding than those imposed by this agreement.
- Ensure that appropriate technical and organisational measures are in place to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data. Such measures shall include, but not be limited to, those set out in our privacy policy www.mimo.trade/privacy.
- Not transfer any shared personal data received outside the UK without ensuring that
- the transfer is to a country approved under UK data protection law as providing adequate protection;

- there are appropriate safeguards or binding corporate rules in place, pursuant to UK data protection law;
- we or you (as appropriate) otherwise comply with all the obligations imposed under UK data protection law by providing an adequate level of protection to any personal data that is transferred; and
- one of the derogations for specific situations in UK data protection law applies to the transfer.

Both we and you shall assist the other in complying with UK data protection law. The things we and you will do include but are not limited to:

- Consulting the other about any notices given to a data subject in relation to the shared personal data.
- Promptly telling the other about receipt of a data subject rights request in relation to the shared personal data.
- Providing the other with reasonable help in complying with any data subject rights request in relation to the shared personal data.
- Not disclosing, releasing, amending, deleting or blocking any shared personal data in response to a data subject rights request without first consulting the other, wherever possible.
- Helping the other (at the other's cost) to respond to any data subject rights request and to comply with UK data protection law with respect to security, personal data breach notifications, data protection impact assessments and consultations with the Information Commissioner or other regulators.
- On becoming aware of a breach of UK data protection law (by themselves or the other), notifying the other of it as soon as reasonably possible.
- When this agreement ends, either deleting or returning shared personal data (and any copies of it) received from the other, unless required by law to store it.
- Using technology compatible with the other's technology to process shared personal data, to ensure that transfers to or from the other don't result in inaccuracies.
- Maintaining complete and accurate records and information to demonstrate that it has complied with these provisions.
- Providing the other with contact details of at least one employee as point of contact and responsible manager for all issues arising out of UK data protection law, including the procedures to be followed in the event of a data security breach, and the regular review of the parties' compliance with UK data protection law.

Changes to terms

How we make changes to these terms

We'll let you know via email or another durable medium about any changes we're making to these terms (including the policies referred to in them), unless they're just editorial changes which don't alter the terms' content or meaning.

Normally we'll give you at least 15 days' notice before such changes take effect.

We'll give you more notice if a change we're making impacts on the way you do things, either technically or commercially (a significant change). For example, you might need more notice if we entirely remove a feature from Mimo, add a new feature or if you need to adapt your goods or reprogramme your services to continue using Mimo.

We won't give you advance notice if we have to make a change with immediate effect, whether for legal or regulatory reasons or to protect Mimo, our creators or our customers from fraud, malware, spam, data breaches or other cybersecurity risks.

If you list new moments on Mimo after we've told you about any changes (other than a significant change), you will be deemed to have agreed to those changes and they will take effect immediately.

What you can do if you're unhappy about changes we've made

If you're unhappy with any changes we tell you about, you can normally end this agreement. The exceptions are that you can't end this agreement because of a change if:

- You've listed new moments on Mimo after being told about the change (although this will not prevent you from ending this agreement for a significant change).
- You've previously told us that you accept the change.

See [How you can end this agreement](#).

Prohibited Moments Policy

At Mimo, we're committed to maintaining a safe, respectful, and legally compliant marketplace for creators and collectors alike. To protect our community and uphold the integrity of the platform, we've established clear guidelines around what types of content may not be listed as "moments."

These rules are designed to ensure that all moments shared through Mimo are authentic, lawful, and appropriate for public exchange.

This policy outlines the types of content that are strictly prohibited from being listed, sold, or promoted on Mimo. Any violation may result in removal of the content, suspension of listings, or termination of your account, in accordance with our broader Terms of Service.

Prohibited Moments

You may not list through Mimo any contents which:

- Are stolen, replicas, counterfeits or unauthorised copies.
- Violate the intellectual property, confidentiality or privacy rights of others.
- Violate any laws, including those governing export control and consumer protection.
- Contain any material that is obscene or pornographic.
- You don't have authority to sell.

Other important terms

Governing law and jurisdiction

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. In the event of disputes between interested parties and creators, Mimo encourages parties to resolve issues amicably through communication and negotiation. If an agreement cannot be reached, Mimo may, at its discretion, offer mediation or arbitration services. Each of us irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement, its subject matter or formation.

Impact of events beyond your or our reasonable control (force majeure)

Neither you nor we (the affected party) shall be in breach of this agreement or otherwise liable for any failure or delay in performing their obligations if such delay or failure results from events, circumstances or causes beyond the affected party's reasonable control. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-

performance continues for four weeks, the party not affected may end this agreement by giving 14 days' written notice to the affected party.

We can transfer our rights and obligations under this agreement

We may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with (transfer) any or all of our rights and obligations under this agreement.

What happens if you want to transfer your rights and obligations under this agreement (including by using subcontractors)

You need to get our consent before you can transfer any of your rights and obligations under this agreement, including by using subcontractors. You can ask us for approval using the creator interface.

How we and you must protect each other's confidential information

Neither you nor we (the recipient) shall at any time disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or creators of the other (the discloser) or of any member of the group of companies to which the discloser belongs, except:

- To the recipient's employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the recipient's rights or carrying out its obligations under or in connection with this agreement. The recipient shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the discloser's confidential information comply with this clause (How we and you must protect each other's confidential information).
- As may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

The recipient shall not use the discloser's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

Neither we nor you are bound by anything said but not included in this agreement

This agreement (comprising these terms and the policies referred to in them) constitutes the entire agreement between you and us in relation to our services.

Both you and we acknowledge that in entering into this agreement neither of us relies on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Both you and we agree that neither of us shall have any claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

Informal changes to this agreement aren't valid

Except for changes made as described in How we make changes to these terms, no variation of this agreement shall be effective unless it is in writing and signed by you and us.

You and we can only waive our rights under this agreement in writing

A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

Invalidity of part of this agreement doesn't affect the rest of it

If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

Only you and we have rights under this agreement

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.

Neither you nor we require the consent of any other person to rescind or vary this agreement.

Defined Terms

Terms in **bold** have specific meanings. Click on each to view its definition.

appropriate technical and organisational measures, controller, data subject, personal data, personal data breach, process, processing, processed, and processor have the meaning set out in UK data protection law.

UK data protection law

means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and all other legislation and regulatory requirements in force from time to time which apply to either you or us relating to the use of personal data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to either you or us.

insolvent

means, in relation to either party that it has taken any step or action in connection with:

- Entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring).
- Applying to court for, or obtaining a moratorium under, Part A1 of the Insolvency Act 1986.
- Being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring).
- Having a receiver appointed to any of its assets.
- Ceasing to carry on business.
- If the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction.

liabilities

means any liabilities, fines, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and any tax liabilities or third party charges such as brokers' fees) and all interest, penalties and legal costs and all other reasonable professional costs and expenses.

our systems

means our creator interface and the other computer systems that support, operate and comprise Mimo.

permitted recipients

means your and our employees and the entities you and we use in connection with this agreement.

significant change

means a change to these terms which impacts on the way you do things, either technically or commercially. Examples of significant changes might be our entirely removing a feature from MIMO, adding a new feature or a change which means you need to adapt your goods or reprogramme your services to continue using MIMO.

shared personal data

the following types of personal data we and you've collected in connection with this agreement:

- Names, addresses and contact details of customers for your PCAs.
- Information about customer orders for your PCAs, including any personalisation requests.
- Information about customer queries and complaints in relation to orders.
- Information about customer searches and activity on the site.
- Information about our respective employees.
- Information about individuals working with other organisations that we or you work with.

third party claim

means a claim or any kind of action against us made by anyone, including (but not limited to) a customer, any regulator, HMRC, couriers or any third party rights holder, in connection with:

- Your PCAs, their importation to the UK and their supply through Mimo.
- Content you've uploaded to or otherwise distributed through our systems, including but not limited to your creator profile, your moment listings, your communications with customers, advertising, and any omissions or inaccuracies in such content.
- Things we have or haven't done in reliance on information you've provided (or omitted to provide) to us, including our exercise of rights you've granted to us.
- Things you have or haven't done including but not limited to any breach of these terms and our policies,

transfer

means assign, novate, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with

VAT

means value added tax chargeable under the Value Added Tax Act 1994 of the United Kingdom and legislation supplemental thereto or replacing, modifying or consolidating it and including any similar, substitute, or replacement tax on, inter alia, the supply of goods or services in the United Kingdom.

your materials

means any content, data or information (including trademarks and branding) you provide to us in connection with you and your moments.

Schedules and Templates

[Insert links or embedded templates here]



The marketplace for smartphone creators to sell their mobile media copyright worldwide.



For Creators

Upload
Pricing Guide
Creator Support

For Buyers

Browse Content
Buyer Support

Company

About Us
Careers
Press
Blog
Contact Us

Legal

Terms of Service
Prohibited Moments Policy
Commissions and Fees
Customer Care Policy
Refund Policy
Customer Data Policy

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