

TOTALLY TERMS OF USE

1. Scope & Acceptance

1.1 These Terms of Use ("**Terms**") govern your access to and use of the publicly available areas of the Totally Rewards website at www.totallyrewards.com and all associated products and services we make available (collectively, the "**Services**").

1.2 By accessing or using any part of the Services you confirm that you:

- have read, understood and agree to be bound by these Terms; and
- are at least 18 years old.

If you do not accept the Terms, you must not use the Services.

2. Who We Are

Totally Rewards Ltd ("**Totally**", "**we**", "**us**", "**our**") is a company registered in England and Wales (Company No. 13538505).

Registered office: Kemp House 152-160 City Road, London, England, EC1V 2NX.

VAT No: 431367020.

For all enquiries, please email support@totallyrewards.com.

3. Changes to These Terms

We may update these Terms at any time. We will give notice by posting the revised version with a new "Last updated" date and, where material, by email or in-Service notification. Continued use of the Services after any change constitutes your acceptance of the updated Terms.

4. Other Policies

Our **Privacy Policy** explains how we collect, use and protect your personal data. Our **Cookie Policy** explains how we use cookies and similar technologies. Both form part of these Terms.

5. Definitions

"**Gift Card**" means any digital or physical voucher, code, prepaid card or other stored-value product supplied via the Services.

"**Retailer**" means the issuing third-party brand whose goods or services can be obtained with a Gift Card.

"Content" means any text, images, data, software or other material on or provided through the Services.

6. Using the Services

6.1 You must keep account credentials secure and immediately notify us of any unauthorised use.

6.2 You warrant that all information you provide is accurate and kept up to date.

6.3 Gift Cards are valid in the country and currency stated on each card and are subject to the Retailer's own terms and conditions. Totally is **not** the issuer of Gift Cards and is not responsible for a Retailer's refusal or failure to honour a card.

6.4 We reserve the right to refuse, suspend or cancel accounts, orders or Gift Card deliveries where we reasonably believe there is a breach of these Terms, fraud, money-laundering, or other unlawful activity.

7. Fees & Payment

7.1 Unless agreed otherwise in writing, you will be charged the face value of each Gift Card plus any taxes applicable at the point we dispatch the card (email send or physical fulfilment).

7.2 All payments are processed through independent third-party payment processors. We do not store full card details.

7.3 We may offer discounted pricing based on breakage (unredeemed value) or volume. Any such commercial terms are confidential and may be withdrawn if payment terms are breached.

8. Acceptable Use & Conduct

You must **not**:

- harass, abuse, defame, threaten or discriminate against any person;
- upload or transmit viruses, malware or code designed to interfere with the Services;
- infringe any intellectual-property or privacy rights;
- impersonate any person or misrepresent your affiliation with any entity;
- engage in unsolicited advertising, spam or commercial solicitation;
- attempt to gain unauthorised access to, probe, scan or test any system or network;
- reverse-engineer, decompile or otherwise tamper with any part of the Services; or
- violate any applicable law or regulation.

We may remove offending Content and/or suspend or terminate your access without notice.

9. Intellectual Property

All trademarks, logos, software, databases and other intellectual-property rights in the Services are owned by or licensed to Totally or its licensors. Except as expressly permitted by these Terms, no licence is granted to you and all rights are reserved. You may:

- view pages and download extracts **solely for your personal, non-commercial use**;
- link to the homepage provided the link is fair, legal and does not damage or take advantage of our reputation.

You must not frame the Services, use meta-tags, or create the impression of any association or endorsement without our prior written consent.

10. Third-Party Links & Content

The Services may contain links to, or Content from, third-party sites. We have no control over, and accept no responsibility for, those sites or their content. You access third-party resources at your own risk and should review their terms and policies.

11. Disclaimer of Warranties

11.1 The Services and all Content are provided **"as is"** and **"as available"** without warranty of any kind, whether express or implied, including but not limited to merchantability, fitness for a particular purpose and non-infringement.

11.2 We do not warrant that the Services will be uninterrupted, error-free or free from viruses or other harmful components, or that any Content is accurate, complete or up to date.

12. Limitation of Liability

12.1 Nothing in these Terms limits or excludes liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability which cannot lawfully be limited or excluded.

12.2 Subject to 12.1, we, our directors, officers, employees, agents and subcontractors will **not** be liable for:

- loss of revenue, business, profits, data, goodwill or reputation;
- business interruption or indirect or consequential loss;
- loss arising from your misuse of the Services;
- any act or omission of a Retailer.

12.3 Our total aggregate liability arising out of or in connection with the Services will not exceed the greater of (a) £500; or (b) the total fees you paid to us in the 12 months preceding the event giving rise to the claim.

13. Indemnity

You agree to indemnify and hold Totally and its officers, directors, employees and agents harmless from all claims, losses, damages, liabilities, costs and expenses (including reasonable legal fees) arising out of or related to:

- your breach of these Terms;
- your misuse of the Services; or
- any Content you submit or transmit through the Services.

This clause survives termination of the Terms.

14. Suspension & Termination

We may suspend or terminate your access immediately if we reasonably believe you have breached these Terms, engaged in fraud, or pose a security or legal risk. You may stop using the Services at any time. Clauses that by their nature survive termination (including 9–13, 18) will continue in effect.

15. Governing Law & Jurisdiction

These Terms, and any dispute or claim arising from or in connection with them or their subject-matter, are governed by the laws of **England and Wales**. The courts of England and Wales have exclusive jurisdiction, although we retain the right to bring proceedings against you in your country of residence if you breach these Terms.

16. Severability

If any provision of these Terms is held invalid or unenforceable, that provision will be struck out and the remaining provisions will remain in full force.

17. Entire Agreement & Waiver

These Terms (including the policies referred to herein) constitute the entire agreement between you and Totally regarding the Services and supersede all prior agreements. Failure to enforce any right or provision will not constitute a waiver of that right or provision.

18. Contact Us

Questions, complaints or legal notices should be sent to:

Totally Rewards Ltd

Email: support@totallyrewards.com

Postal: Kemp House 152-160 City Road, London, England, EC1V 2NX

© 2025 Totally Rewards Ltd. All rights reserved.