

MetCat App Terms and Conditions

Revised website/app version

1. Who we are

MetCat Ltd is a company registered in England and Wales (company number 07980440) ("we", "us", "our"). Our current registered office is the address recorded at Companies House.

We provide services including the purchasing, collecting and processing of scrap metals (the "Services"). Further information about our Services is available on the MetCat website.

2. Your relationship with us

These terms and conditions (the "Terms") govern your use of the MetCat mobile application (the "App"), the content made available through it (the "Content") and, where relevant, the Services we provide to you. "You" and "your" mean the user of the App, Content and/or Services.

By creating an account or using the App, you agree to these Terms. Our Privacy Notice, Cookies Notice and, where applicable, Data Protection Terms should be read alongside these Terms and are available through the legal links on www.metcat.com.

You must be aged 18 or over to create an account and use the App. If you accept these Terms on behalf of a business or organisation, you confirm that you have authority to do so.

3. How to contact us

For general enquiries, you can contact us at support@metcat.com or by telephone on 01902 458992 or 07538 131905. You can also use the contact form on www.metcat.com.

If we need to contact you, we may do so using the contact details you have provided to us.

4. What you can do on the App and how to access our Services

We operate the App to allow approved users to view information including daily metal trading prices and catalytic converter catalogue information (the "Content"). The Content, including pricing information, is provided for information and indication only. We may amend the Content at any time.

Unless expressly stated otherwise, prices displayed in the App exclude VAT and other applicable taxes and may exclude additional costs associated with a transaction, such as collection or transport costs. Final transaction pricing and terms will be confirmed separately when we agree to buy, process or otherwise deal with material.

The App does not itself create a binding sale or purchase of scrap metal. To enquire about our Services or agree a transaction, contact us using the details provided by MetCat.

5. Data protection and privacy

We process personal data in accordance with applicable data protection law, including the UK GDPR and the Data Protection Act 2018. Details of how we collect, use, store and share personal data, and of your rights, are set out in our Privacy Notice.

Information about cookies and similar technologies is set out in our Cookies Notice.

Where our relationship with you involves the sharing or processing of personal data to which our Data Protection Terms apply, those terms form part of these Terms for the relevant processing. If there is a conflict on a data protection matter, the Data Protection Terms will prevail for that matter.

Where we rely on consent as the lawful basis for processing personal data, that consent will be obtained separately.

6. Creating and using an Account

To use the App, you must download it from an authorised app store and create an account (an "Account"). Access is subject to the information you provide being verified and your Account being approved by us.

We may reject an application for an Account where reasonably necessary, including where we cannot verify the information provided or have concerns about fraud, misuse, legal or regulatory compliance.

You must keep your Account secure and must not give another person access to it or transfer it without our permission. If a business requires access for more than one employee, please contact us so that appropriate individual access can be arranged.

We may suspend or restrict an Account where we reasonably believe these Terms have been breached, information supplied for verification is inaccurate or fraudulent, or suspension is necessary for legal, security or operational reasons.

7. Trial access and continued access

We may provide new users with an initial free trial period. The length and conditions of any trial will be communicated to you when you register or within the App.

MetCat does not currently charge a subscription fee simply to retain access to the App. Continued access after any trial period may instead be conditional on maintaining an active trading relationship with MetCat, including trading eligible material with us within a period or at a level that we specify from time to time.

We may determine, acting reasonably, whether an Account meets the requirements for continued access. We may also extend, waive or alter an access requirement for particular users or categories of user.

We may change the trial or continued-access requirements from time to time. Where a change materially affects your existing access, we will endeavour to give reasonable notice.

8. Changes to these Terms

We may change these Terms from time to time. If we make a material change that affects your use of the App, we will endeavour to give reasonable notice and tell you when the change takes effect. If you do not accept a material change, you should stop using the App.

9. Updates to the App and changes to the Services

We may update the App or change features to improve performance or functionality, address security issues, reflect changes in law or technology, or otherwise develop the App and Services.

If you do not install a required update, some or all of the App or Content may cease to function.

10. App store terms

Your download and use of the App may also be subject to the rules and policies of the Apple App Store or Google Play Store, as applicable. Those rules may apply in addition to these Terms.

11. Third-party websites and services

The App may contain links to independent third-party websites, services or applications. We do not control those third parties and are not responsible for their content, availability or privacy practices. You should review their applicable terms and privacy information before using them.

12. Intellectual property rights

All intellectual property rights in the App and Content are owned by or licensed to us. Subject to these Terms, we grant you a limited, non-exclusive, non-transferable, non-sublicensable and revocable right to access and use the App and Content for their intended purpose.

You acquire no ownership rights in the App or Content.

13. Your use of the App and Content

You must not rent, lease, sublicense, sell, redistribute or otherwise make the App or Content available to another person except as permitted by us; copy, scrape or systematically download Content except as necessary for normal use; reverse engineer, decompile or attempt to derive source code except where applicable law expressly permits this; circumvent security or access controls; or use the App or Content in a way

that infringes intellectual property rights or applicable law.

You must comply with laws and regulatory requirements relevant to your dealings with MetCat, including applicable requirements concerning scrap metal trading, taxation and VAT.

14. Acceptable use

You must not use the App unlawfully or fraudulently; introduce malicious code or harmful material; attempt unauthorised access to the App or related systems; interfere with the operation or security of the App; harvest information or data from our systems without permission; or use the App or Content in a manner that could materially damage our systems or other users.

15. Pricing information and reliance on Content

The App and Content are provided for informative and indicative purposes. Prices and other market information can change and the price shown in the App does not, by itself, constitute a binding offer by MetCat to purchase material at that price.

Final prices may depend on factors including the material presented, grade, quantity, assay or analysis, market conditions, transport, taxes and any other terms agreed for the transaction.

You should not rely on the App as professional, financial, tax or legal advice. Although we take reasonable steps to keep Content current, we do not guarantee that all Content will at all times be accurate, complete or up to date.

16. Our liability

Nothing in these Terms excludes or limits liability where it would be unlawful to do so, including liability for death or personal injury caused by negligence, or for fraud or fraudulent misrepresentation.

Subject to the paragraph above and to any rights that cannot lawfully be excluded, we are not responsible for losses that were not reasonably foreseeable when you agreed to these Terms.

Where you use the App or Content for business purposes, we are not responsible for loss of profit, loss of business, business interruption or loss of business opportunity arising from use of the App or Content other than as expressly permitted by these Terms.

Any limitation of liability should be read subject to applicable law and any separately agreed terms governing a particular transaction or Service.

17. Events outside our control

We are not responsible for delay or failure caused by events outside our reasonable control. Where such an event materially affects the App or Services, we will take reasonable steps to minimise its effect.

18. Suspending or ending your right to use the App

We may suspend or end your right to use the App where we reasonably believe you have breached these Terms, where we are legally required to do so, where you no longer satisfy applicable access requirements, or where suspension is necessary to address a serious technical, operational, security or fraud issue.

If your right to use the App ends, you must stop using the App and Content and, where appropriate, remove the App from your devices.

19. Transfer of rights

You may not transfer your rights or obligations under these Terms without our written consent. We may transfer our rights and obligations under these Terms to another organisation, provided that doing so does not reduce your rights under these Terms.

20. Other important terms

These Terms are between you and us. No other person has a right to enforce them unless expressly stated otherwise.

If any provision is found to be unlawful or unenforceable, the remaining provisions will continue in effect.

If we delay in enforcing a right, that does not mean we have waived it.

21. Governing law and disputes

We will try to resolve complaints and disputes efficiently. Please contact support@metcat.com in the first instance.

These Terms are governed by the laws of England and Wales. Subject to any mandatory rights that apply to you, the courts of England and Wales will have jurisdiction over disputes arising out of or in connection with these Terms.

Version

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