



PayPoint

LICENCE TO USE PAYPOINT NETWORK LIMITED'S MARKS

1. PayPoint Network Limited ("**PayPoint**") as the registered proprietor of the PayPoint trade marks ("**Marks**") and the owner of copyright and goodwill in the Marks, grant you limited, non-transferable, revocable permission to use the Marks solely as set out in the brand guidelines.
2. Your right to use the Marks is limited to promoting the PayPoint service (as provided in your agreement(s) with PayPoint) to your customers. No other use of the Mark is permitted under these terms.
3. In the event that you intend to use the Marks for a purpose other than to promote the PayPoint service to your customers or the way in which you intend to use the Marks to promote the service to your customers may be in breach of the brand guidelines, you must obtain our prior written approval of all items and materials that incorporate or bear the Marks prior to publication.
4. You shall not place or depict the Marks in any manner or in any materials that would tend to denigrate, disparage, tarnish, dilute, misrepresent or otherwise adversely affect or take advantage of the Marks or its reputation, us or any of our products or services.
5. We may revoke this permission at any time with immediate effect by written notice to you if you contravene any requirement of these terms or the brand guidelines. Revocation will apply to all future use of the Marks but will not require you to delete or remove the Marks from any tangible materials, as long as the placement and representation of the Marks comply with these terms.
6. You acknowledge that we own and will retain all rights, title and interest in and to the Marks.
7. You acknowledge that neither we nor any other person has made or makes any representation or warranty of any kind in relation to the Marks.
8. You shall indemnify us against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by us arising out of or in connection with any breach by you of these terms and any use you make of the Marks.
9. You shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of your rights and obligations under this agreement. We may at any time assign, transfer, mortgage, charge or deal in any other manner with any or all of our rights and obligations under these terms.
10. This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
11. You and we irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).