



MAGIC LINKS END USER TERMS OF SERVICE

1 Introduction

- 1.1 These terms and conditions (**Terms**) are entered into between Magic Access Management Ltd, a company registered in England and Wales, with company registration number 14125786 (**we, us or our**) and you, together the **Parties** and each a **Party**.
- 1.2 We provide a cloud-based, software as a service platform that connects you with businesses through personalised web domains, allowing you to unlock and redeem exclusive offers, discounts and loyalty rewards (**Platform**).
- 1.3 In these Terms, **you** means the person signing up for and using the Platform.

2 Acceptance and Platform Licence

- 2.1 You accept these Terms by submitting your mobile phone number and registering for Magic.
- 2.2 We may amend these Terms at any time, by providing written notice to you. By clicking "I accept" or continuing to use the Platform after the notice or 30 days after notification (whichever date is earlier), you agree to the amended Terms. If you do not agree to the amendment, you may cease accessing the Platform.
- 2.3 We use Twilio to send SMS messages to your mobile phone number as part of our service. Your use of our Platform includes the use of Twilio's messaging services. We may also integrate mobile intelligence APIs for identity verification, fraud prevention and third-party payment processing APIs as our services develop. Your use of these third-party APIs may be subject to their respective terms of service, as communicated to you in advance.
- 2.4 Subject to your compliance with these Terms, we grant you a personal, non-exclusive, royalty-free, revocable, worldwide, non-transferable licence to use our Platform in accordance with these Terms. All other uses are prohibited without our prior written consent.
- 2.5 When using the Platform, you must not do or attempt to do anything that is unlawful or inappropriate, including:
 - (a) anything that would constitute a breach of an individual's privacy (including uploading private or personal information without an individual's consent) or any other legal rights;
 - (b) using the Platform to defame, harass, threaten, menace or offend any person, including using the Platform to send unsolicited electronic messages;
 - (c) tampering with or modifying the Platform (including by transmitting viruses and using trojan horses);
 - (d) using data mining, robots, screen scraping or similar data gathering and extraction tools on the Platform; or
 - (e) facilitating or assisting a third party to do any of the above acts.

3 Magic Links Services

- 3.1 We agree to use our best endeavours to make the Platform available at all times. However, from time to time we may perform reasonable scheduled and emergency maintenance, and the Platform may be unavailable during the times we are performing such maintenance.
- 3.2 Should you be unable to access the Platform, or should you have any other questions or issues impacting on your use and enjoyment of the Platform, you must place a request via email]. We will endeavour to respond to any support requests in a reasonable period.
- 3.3 You acknowledge and agree that the Platform may be reliant on, or interface with third party systems that are not provided by us (for example, Twilio for SMS messaging services, social media platforms such as Instagram for in-app browser functionality, mobile phone camera applications for QR code scanning and internet service providers) (**Third Party Services**). To the maximum extent permitted by law, we shall have no Liability for any Third Party Services, or any unavailability of the Platform due to a failure of the Third Party Services.
- 3.4 You acknowledge and agree that data loss is an unavoidable risk when using any software. To the extent you input any data into the Platform, you agree to maintain a backup copy of any data you input into the Platform.

- 3.5 To the maximum extent permitted by law, we shall have no Liability to you for any loss or corruption of data, or any scheduled or emergency maintenance that causes the Platform to be unavailable.

4 Access to the Platform

- 4.1 You must register on the Platform to access the Platform's features. Registration begins when you click on a Business' Magic Web Link and provide your phone number. We will then send you an SMS verification link. When you click on this SMS link, we create your personal web domain which securely stores your information and allows you to interact with Businesses on our Platform without sharing your personal data directly with them.
- 4.2 You must provide your phone number and name when registering for the Platform. Additional profile information such as a bio, profile picture, and cover photo are optional and your profile remains inactive by default unless you choose to activate these features.
- 4.3 Businesses on the Platform will not have access to any personal data on your profile unless you choose to 'connect' with the Business via the Platform. You acknowledge and agree that where you choose to 'connect' with a Business, they will have access to your profile data, such as your name, phone number, and any other information you add to your publicly visible Magic profile. Where the Business uses your personal data, they do so as a data controller, and you should refer to their privacy policy for further information on how they collect and process your personal data.
- 4.4 All personal data you provide to us as a data controller will be treated in accordance with our Privacy Policy.

5 QR Code Generation and Management

To redeem offers from Businesses, you must scan the QR code displayed at their premises using your mobile phone's camera. Our Platform will automatically verify your entitlement and display the relevant offer for presentation to the Business. The Business may use our verification system to validate and complete the redemption. We are not responsible for QR code availability or placement at Businesses premises. Businesses may determine promotion availability in their sole discretion, and we are not responsible for the accuracy or availability of any promotions advertised by a Business.

6 Our Intellectual Property

- 6.1 You acknowledge and agree that any Intellectual Property or content (including copyright and trademarks) available on the Platform, the Platform itself, and any algorithms or machine learning models used on the Platform (**Our Intellectual Property**) will at all times vest, or remain vested, in us.
- 6.2 We authorise you to use Our Intellectual Property solely for your limited commercial use. You must not exploit Our Intellectual Property for any other purpose, nor allow, aid or facilitate such use by any third party.
- 6.3 You must not, without our prior written consent:
- (a) copy, in whole or in part, any of Our Intellectual Property;
 - (b) reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate any of Our Intellectual Property to any third party; or
 - (c) breach any intellectual property rights connected with the Platform, including (without limitation) altering or modifying any of Our Intellectual Property, downloading Our Intellectual Property, causing any of Our Intellectual Property to be framed or embedded in another website, or creating derivative works from any of Our Intellectual Property.

7 Warranties

- 7.1 You represent, warrant and agree that:
- (a) you will not use our Platform, including Our Intellectual Property, in any way that competes with our business;
 - (b) if you are agreeing to these Terms not as an individual but on behalf of your company, government, or other entity for which you are acting (for example, as an employee or governmental official), then you access and use the Platform on behalf of that entity;
 - (c) there are no legal restrictions preventing you from entering into these Terms;
 - (d) all information and documentation that you provide to us in connection with these Terms is true, correct and complete;
 - (e) you will provide a valid and active mobile phone number that you own and control for SMS verification purposes;
 - (f) you will not attempt to create multiple accounts or circumvent our SMS verification system;
 - (g) you will only redeem offers and benefits that are legitimately available to you and will not attempt to fraudulently obtain or duplicate offers;
 - (h) when redeeming offers at participating businesses, you will present valid proof of your entitlement through our Platform's QR code system;
 - (i) we are not liable for any disputes, disagreements or issues that may arise between you and any Businesses, including but not limited to disputes regarding the quality, availability or redemption of offers, products or services, and that any such disputes are solely between you and the relevant Business; and

- (j) you have not relied on any representations or warranties made by us in relation to the Platform (including as to whether the Platform is or will be fit or suitable for your particular purposes), unless expressly stipulated in these Terms.

8 Liability

- 8.1 Nothing in these Terms limits any Liability which cannot legally be limited, including Liability for:
- (a) death or personal injury caused by negligence; and
 - (b) fraud or fraudulent misrepresentation.
- 8.2 Subject to clause 8.1 (liability which cannot legally be limited), but despite anything to the contrary, to the maximum extent permitted by law:
- (a) you agree to indemnify us for any Liability we incur due to your breach of the Acceptance and Platform Licence clause and the Intellectual Property clause of these Terms;
 - (b) neither Party will be liable for Consequential Loss;
 - (c) a party's liability for any liability under this Agreement will be reduced proportionately to the extent the relevant liability was caused or contributed to by the negligent or unlawful acts or omissions of, or breach of this Agreement, by the other party; and
 - (d) our aggregate liability for any and all Liability arising from or in connection with these Terms will be limited to £10.

9 Access and Termination

- 9.1 You may terminate your profile on the Platform by emailing us at customersuccess@magic-id.com.
- 9.2 We may revoke your access to the Platform immediately at any time, acting reasonably, by giving written notice to you.
- 9.3 Should we suspect that you are in breach of these Terms, we may suspend your access to the Platform while we investigate the suspected breach. Should we determine that you are in breach of these Terms, your access to the Platform will be terminated immediately.
- 9.4 We shall retain your personal data in accordance with our Privacy Policy, available at [insert link], and in accordance with our obligations under UK data protection law.

10 General

- 10.1 **Assignment:** You must not assign or deal with the whole or any part of your rights or obligations under these Terms without our prior written consent.
- 10.2 **Contracts (Rights of Third Parties) Act 1999:** Notwithstanding any other provision of these Terms, nothing in these Terms confers or is intended to confer any right to enforce any of its terms on any person who is not a party to it.
- 10.3 **Disputes:** A Party may not commence court proceedings relating to a dispute without first meeting with the other Party to seek (in good faith) to resolve the dispute, failing which the Parties agree to engage a mediator to attempt to resolve the dispute. The costs of the mediation will be shared equally between the Parties. Nothing in this clause will operate to prevent a Party from seeking urgent injunctive or equitable relief from a court of appropriate jurisdiction.
- 10.4 **Entire Terms:** These Terms contains the entire understanding between the Parties and the Parties agree that no representation or statement has been made to, or relied upon by, either of the Parties, except as expressly stipulated in these Terms, and these Terms supersedes all previous discussions, communications, negotiations, understandings, representations, warranties, commitments and agreements, in respect of its subject matter.
- 10.5 **Force Majeure:** To the maximum extent permitted by law, we shall have no Liability for any event or circumstance outside of our reasonable control.
- 10.6 **Governing law:** These Terms are governed by the laws of England and Wales. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in England and Wales and any courts entitled to hear appeals from those courts and waives any right to object to proceedings being brought in those courts.
- 10.7 **Notices:** Any notice given under these Terms must be in writing addressed to us at the details set out below or to you at the details provided when you sign up to the Platform. Any notice may be sent by standard post or email, and will be deemed to have been served on the expiry of 48 hours in the case of post, or at the time of transmission in the case of transmission by email.
- 10.8 **Severance:** If a provision of these Terms is held to be void, invalid, illegal or unenforceable, that provision is to be read down as narrowly as necessary to allow it to be valid or enforceable, failing which, that provision (or that part of that provision) will be severed from these Terms without affecting the validity or enforceability of the remainder of that provision or the other provisions in these Terms.
- 10.9 **Third party sites:** The Platform may contain links to websites operated by third parties. Unless we tell you otherwise, we do not control, endorse or approve, and are not responsible for, the content on those websites. We recommend that you make your own investigations with respect to the suitability of those websites. If you purchase goods or services from a third party website linked from the Platform, such third party provides the goods and services to you, not us. We may receive a benefit (which may include a referral fee or a commission) should you visit certain third-party websites via a link on the Platform (**Affiliate Link**) or for featuring certain products or

services on the Platform. We will make it clear by notice to you which (if any) products or services we receive a benefit to feature on the Platform, or which (if any) third party links are Affiliate Links.

11 Definitions

- 11.1 API** means application programming interface.
- 11.2 Business** means any participating commercial entity that uses our Platform to offer discounts, rewards or other benefits to you.
- 11.3 Consequential Loss** includes any consequential loss, indirect loss, real or anticipated loss of profit, loss of benefit, loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings, loss of reputation, loss of use and/or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise.
- 11.4 Intellectual Property** means any domain names, know-how, inventions, processes, trade secrets or confidential information; or circuit layouts, software, computer programs, databases or source codes, including any application, or right to apply, for registration of, and any improvements, enhancements or modifications of, the foregoing.
- 11.5 Liability** means any expense, cost, liability, loss, damage, claim, notice, entitlement, investigation, demand, proceeding or judgment (whether under statute, contract, equity, tort (including negligence), misrepresentation, restitution, indemnity or otherwise), howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent and whether involving a third party or a Party to these Terms or otherwise.
- 11.6 Magic Web Links** means the personalised web links created by us that Businesses use on their social media profiles and other online presence (similar to "link in bio" services), which allows you to access exclusive offers, discounts, loyalty rewards and premium content from those Businesses through our Platform.

For any questions or notices, please contact us at:

Magic Access Management Ltd, a company registered in England and Wales, with company registration number 14125786

Email: customersuccess@magic-id.com

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