

Terms & Conditions of Email Marketing

as of May 24, 2018

Please read these Terms and Conditions of Email Marketing carefully, as they set out our and your legal rights and obligations in relation to our Email Marketing. You will be separately asked to agree to these Terms and Conditions of Email Marketing before using any of our services or the Website. Receiving Marketing is not conditional and consent will need to be obtained in order to receive marketing materials.

If you accepted these Terms and Conditions of Email Marketing, you should print a copy of it for future reference. We will not file a copy specifically in relation to you, and in spite of our efforts they may not be accessible on our website in future.

If you would like to unsubscribe from our marketing list please click on the unsubscribe link in any email you received from us and feel free to read our [privacy policy](#).

1. DEFINITIONS AND INTERPRETATION

In the Agreement:

“Agreement” means the agreement between the Company and the User incorporating these Terms and Conditions of Email Marketing, other documents published on the Website and any amendments to it from time to time;

“Business Day” means any week day, other than a bank or public holiday in England;

“Business Hours” means between 09:00 and 17:00 GMT (or BST if applicable) on a Business Day;

“Confidential Information” means:

- the User’s full name and email address supplied by the User to the company or generated by the User using the Platform; and
- any other information disclosed (whether disclosed in writing, orally or otherwise) by the User to the Company that at the time of disclosure:
 - is marked as “confidential”;
 - is described by the User as “confidential”;
 - or should have been reasonably understood by the Company to be confidential;

“Confirmation Email” means, the email sent by the Company to the User following the submission of the Registration information by the User using specified registration form, the Confirmation Email states that the User has been registered on the Website and requests to confirm the User’s email address used for registration;

“User” means any user of the Website;

“Effective Date” means the date when the Company sends the Confirmation Email to the User;

“Force Majeure Event” means an event, or a series of related events, that is outside the reasonable control of the party hereto affected (including failures of or problems with the internet or a part of the internet, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars);

“Intellectual Property Rights” means all intellectual property rights wherever in the world, whether registered or unregistered, including any application or right of application for such rights (and the “intellectual property rights” referred to above include copyright and related rights, moral rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trademarks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs);

“Personal Data” has the meaning given to it in the Data Protection Act 1998 and/or the General Data Protection Regulation – REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the “GDPR”) if applicable.

“Platform” means the Company’s web-based email marketing platform that is solely used by the Company;

“Company” (“we”, “us”, “our” as applicable) means Block Code Ltd., a company incorporated in England (registration number 09674279) having its registered address at 184 Shepherds Bush Road, W6 7NL, London, England.

“Registration Information” means the information in the registration form on the Website completed by the User and all information on the web page incorporating that form and usually includes full User’s name and email address.

“Advertisement” means emails with marketing information sent by the Company to the User under the Agreement.

“Term” means the term of the Agreement.

“Website” means <https://plutus.it>

- In the Agreement, a reference to a statute or statutory provision includes a reference to:
 - that statute or statutory provision as modified, consolidated and/or re-enacted from time to time;
 - and any subordinate legislation made under that statute or statutory provision.
- The Clause headings do not affect the interpretation of the Agreement.
- The ejusdem generis rule is not intended to be used in the interpretation of the Agreement.

2. AGREEMENT AND TERM

1. The Agreement will come into force on the Effective Date and will continue in force unless and until terminated in accordance with its expressed provisions.
2. By submitting via the ‘Sign up’ button, the User agree to be bound by the Agreement.
3. By providing email address and submitting it via the ‘Sign up’ button the User consents to receive Advertisement from the Company in relation to any special offers, discounts, promotions, products and/or services offered by the Company.
4. By providing email address and submitting it via the ‘Request Beta Access’ button the User confirms that he/she is the authorized owner/user of the email address submitted.
5. The User agrees that his/her personal data may be shared with our employees, contractors, agents, companies working on our behalf, selected business partners and other related companies in our group, but, except as required by law, information identifying an individual will never be passed on to a third party for their own use.

3. ADVERTISEMENT

1. From the Effective Date, the Company shall perform its email marketing campaigns related to the Company’s services using the provided User’s data in order to inform and update the User about the Companies business activity.

4. LEGALITY AND SPAM

1. The Company must not use the Platform for:
 - any purpose or in any way, which is unlawful, illegal, fraudulent, or which breaches any applicable laws, regulations or legally binding codes, or infringes any third party rights, or may give rise to any form of legal action against the Company or the User or any third party, or which breaches the Anti-Spam Policy.
 - breaching any applicable laws (including the Data Protection Act 1998 and the Privacy and the GDPR if applicable, and in relation to matters where the US law may apply, the US CAN-SPAM Act of 2003);
 - infringing any third party's legal rights;
 - giving rise to any cause of action whether against the Company, the User, or any other person; orbreaching worldwide anti-spam best practices.
2. The User warrants that each email address provided by the User, or on behalf of the User, to the Company in connection with the registration on the Website are valid.
3. Where the User reasonably suspects that there has been a breach of the provisions of this Clause, the User may demand the Company to suspend any or all of the Advertisement intended to be sent to the User.
4. The User will be able to terminate this Agreement at any moment and demand the Company to delete/erase all the User's data if there is no any relevant legal basis to process and/or store the User's data. The termination of this Agreement shall or may not influence the relationship between the User and the Company under other agreements (e.g. Terms and Conditions of the Website Use, Privacy Policy and other documents published on the Website) if it is not expressly agreed.

5. INTELLECTUAL PROPERTY RIGHTS

1. The Company does not grant to the User any Intellectual Property Rights in any form (e.g. licence, sublicense etc.) to use the marketing materials that are parts of the Advertisement.
2. All Intellectual Property Rights in any works arising out of the Advertisement will be the property of the Company.

6. WARRANTIES

1. The User warrants to the Company that it has the legal right and authority to enter into and perform its obligations under the Agreement.
2. The Company warrants to the User:
 - that it has the legal right and authority to enter into and perform its obligations under the Agreement; and
 - that it will perform its obligations under the Agreement with reasonable care and skill.

3. The User acknowledges that:
 - the Company does not guarantee that any specific email sent via the Platform as a part of the Advertisement will be up-to-date and will contain correct and personalized information;
 - the Company does not warrant or represent that the emails sent via the Platform as a part of the Advertisement will not be treated or flagged as spam by third party anti-spam systems or email recipients.
4. All of the parties' hereto liabilities and obligations in respect of the subject matter of the Agreement are expressly set out in the terms of the Agreement. To the maximum extent permitted by applicable law, no other terms concerning the subject matter of the Agreement will be implied into the Agreement or any related contract.

7. LIMITATIONS AND EXCLUSIONS OF LIABILITY

1. Nothing in the Agreement will:
 - limit or exclude the liability of a party hereto for death or personal injury resulting from negligence;
 - limit or exclude the liability of a party hereto for fraud or fraudulent misrepresentation by that party hereto;
 - limit any liability of a party hereto in any way that is not permitted under applicable law;
 - or
 - exclude any liability of a party hereto that may not be excluded under applicable law.
2. The limitations and exclusions of liability set out in this Clause and elsewhere in the Agreement:
 - are subject to Clause 7.1; and
 - govern all liabilities arising under the Agreement or in relation to the subject matter of the Agreement, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.
3. The Company will not be liable to the User or third parties in respect of any loss of profits, income, revenue, use, production or anticipated savings.
4. The Company will not be liable to the other for any loss of business, contracts or commercial opportunities.
5. The Company will not be liable to the other for any loss of or damage to goodwill or reputation.
6. The Company will not be liable to the other in respect of any loss or corruption of any data, database or software.
7. The Company will not be liable to the other in respect of any special, indirect or consequential loss or damage.
8. The Company will not be liable to the other for any losses arising out of a Force Majeure Event.
9. The Company's liability to the User in relation to any event or series of related events will not exceed the greater of GBP 10 (ten Pounds sterling).

10. The Company's aggregate liability to the User under the Agreement will not exceed the greater of GBP 20 (twenty Pounds sterling).

8. DATA PROTECTION

1. The User warrants that it has the legal right to disclose all Personal Data that it does in fact disclose to the Company under the Agreement, and that the processing of that Personal Data by the Company for the purposes of and in accordance with the terms of the Agreement will not breach any applicable laws (including the Data Protection Act 1998 and the GDPR if applicable).
2. The Company warrants that it has in place appropriate security measures (both technical and organisational) against:
 - unlawful or unauthorised processing; and
 - loss or corruption of Personal Data processed by the Company on behalf of the User.

9. CONFIDENTIALITY

1. The Company will keep strictly confidential the Confidential Information, and will not disclose that Confidential Information except as expressly permitted by this Clause, this Agreement, the applicable law and/or a decision of a court.
2. The Company will protect the confidentiality of the Confidential Information using at least reasonable security measures according to the best practices of treatment of confidential information.
3. The Confidential Information may be disclosed by the Company to its officers, employees and professional advisers, provided that each recipient is legally bound to protect the confidentiality of the Confidential Information.
4. These obligations of confidentiality will not apply to Confidential Information that:
 - has been published or is known to the public (other than as a result of a breach of the Agreement);
 - was known to the Company before disclosure by the User; or
 - is required to be disclosed by law, or by an order, binding upon the Company, of a competent governmental authority, regulatory body or stock exchange.

10. PUBLICITY

The User will not make any public disclosure relating to the Agreement (including press releases, public announcements and marketing materials) without the prior written consent of the Company, not to be unreasonably withheld or delayed.

11. TERMINATION

Either party hereto may terminate the Agreement immediately at any time by:

- giving notice of termination using the Website; or

- giving written notice of termination to the other party hereto sending an email.

12. EFFECTS OF TERMINATION

1. Upon termination all the provisions of the Agreement will cease to have effect, save that the following provisions of the Agreement will survive and continue to have effect (in accordance with their terms or otherwise indefinitely): Clauses 1, 5, 7, 8, 9, 10, 12, 13 and 14.
2. Termination of the Agreement will not affect either party's hereto accrued rights as at the date of termination.

13. FORCE MAJEURE EVENTS

Where a Force Majeure Event gives rise to a failure or delay in either party hereto performing its obligations under the Agreement (other than obligations to make payment), those obligations will be suspended for the duration of the Force Majeure Event.

14. GENERAL PROVISIONS

1. Any notice given under the Agreement must be in writing (whether or not described as "written notice" in the Agreement) and must be delivered personally, sent by recorded signed-for post, or sent by fax or email, for the attention of the relevant person, and to the relevant address, fax number or email address given in the Registration Information or in this Agreement (or as notified by one party hereto to the other one in accordance with this Clause).
2. A notice will be deemed to have been received at the relevant time set out below (or where such time is not within Business Hours, when Business Hours next begin after the relevant time set out below):
 - where the notice is delivered personally, at the time of delivery;
 - where the notice is sent by recorded signed-for post, 48 hours after posting; and
 - where the notice is sent by fax or email, at the time of the transmission (providing the sending party hereto retains written evidence of the transmission).
3. No breach of any provision of the Agreement will be waived except with the express written consent of the party hereto not in breach.
4. If a Clause of the Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other Clauses of the Agreement will continue in effect. If any unlawful and/or unenforceable Clause would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the Clause will continue in effect (unless that would contradict the clear intention of the parties hereto, in which case the entirety of the relevant Clause will be deemed to be deleted).
5. Nothing in the Agreement will constitute a partnership, agency relationship or contract of employment between the parties hereto.
6. The Agreement may not be varied except by a written document agreed by or on behalf of each of the parties hereto. The Company may publish a new version of this Agreement

with applied changes and inform the User about it. It is agreed by the parties hereto that the User accept such changes if the User does not terminate the Agreement during 10 (ten) Business Days after being informed by the Company.

7. Neither party hereto may without the prior written consent of the other party assign, transfer, charge, license or otherwise dispose of or deal in the Agreement or any rights or obligations under the Agreement.
8. The Agreement is made for the benefit of the parties hereto, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties hereto to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to the Agreement are not subject to the consent of any third party.
9. Subject to Clause 9.1 the Agreement will constitute the entire agreement between the parties hereto in relation to the subject matter of the Agreement, and supersedes all previous agreements, arrangements and understandings between the parties hereto in respect of that subject matter.
10. The Agreement will be governed by and construed in accordance with the laws of England and Wales; and the courts of England will have exclusive jurisdiction to adjudicate any dispute arising under or in connection with the Agreement.
The Agreement is subject to a fair usage policy.

15. Offer Terms

Promotional Offer Terms

Any offer, promotion, code, special ("the Offer") offered by Plutus.it (Trading under Block Code Ltd ("We")) has the following Terms and Conditions:

The Offer runs for a finite period, as defined in the Offer Terms and Conditions below or on the coupon itself.

If no end date is defined on the advertisement, coupon or voucher then the time limit for the offer is a maximum of 60 days after the campaign started.

The Offer cannot be used in conjunction with any other offer.

We reserve the right to exclude any person from participating in the Offer on reasonable grounds.

We reserve the right to end the Offer or to amend these terms and conditions at any time without prior notice.

The Offer is subject to availability.

Where applicable, the Offer will only continue while stocks last.

The Offer can only be redeemed once by the same customer/account holder within the period of validity (unless specifically overridden by an additional Term and Condition).

On corporate offer usage, We reserve the right to amend the participating branches at any time without prior notice.

The Offer name may differ across our marketing material and as such, We;

Reserve the right to change the wording without prior notice.

Reserve the right to define which offer the wording is referring to.

By applying for an offer you are opting in to receive marketing material via email. You may unsubscribe at any time.

This does not affect your legal rights.

16. Products Marketed

We may use the information to provide you with products and services for marketing purposes . We reserve the right to market Plutus.it products which currently consists of PlutusDex, Plutus Tap & Pay, Plutus Debit Cards and future product innovations.. If you don't want to receive marketing information, just tell us unsubscribe link in any email you received from us.

17. CONTACTS

The User's feedback, comments, requests for technical support and other communications relating to the Website should be directed to: **support@plutus.it**