

# User Agreement

This User Agreement applies to all new users who register for a Wishu account, and from 12 March 2019 for any existing user.

## 1. Introduction

**1.1 What this User Agreement covers.** This User Agreement together with:

- (a) the [Wishu Privacy Policy](#);
- (b) the [Mangopay User Terms](#); and
- (c) all other policies which may be posted either on the Wishu App or the Wishu Website

offers you access to and use of our mobile applications, sites and services (the **Services**).

**1.2 Why you must read this User Agreement.** In order to be able to use the Wishu App and our Services you must first confirm that you have read and agree to this User Agreement. This User Agreement incorporates all policies of Wishu including the Wishu Privacy Policy and the Mangopay User Terms. Together these form a binding contract between Wishu and you for the use of our Services and you agree to comply with this User Agreement when accessing or using our Services. If there is any conflict or inconsistency between this document and the Mangopay User Terms, this document prevails.

**1.3 This User Agreement** tells you important information which you need to know before you use our Services whether as a Wisher or a Talent including:

- Information about Wishu and its role and responsibilities;
- Information about Mangopay and the additional terms and conditions which you need to accept with Mangopay in order to use the App and manage payments and funds withdrawals from the Wishu Accounts which all users need to have;
- Information about registering for an account and what information you need to provide and will be publicly available;
- Information about how Wishes can be posted by Wishers, how Talents can make Offers to sell goods and provide services in response to a Wish, and how Deals can be made between Wishers and Talents using the Wishu App;
- Information about how payments are made and received through the Wishu App and the fees which we charge for the use of our Services; and

- Rights and responsibilities of Wishers and Talents in relation to their Wishes, Offers and Deals and what to do if there is a problem as well as other important information.

Key terms used in this User Agreement are defined in paragraph 3 of this document. Please refer to that paragraph for an explanation of such capitalised words and phrases.

## 2. Who we are and how to contact us

**2.1 Who we are.** We are Unicoïn Limited trading as Wishu, a company registered in England and Wales. Our company registration number is 10335602 and our registered office is at 169 Liner House 3 Royal Wharf Walk, London, United Kingdom, E16 2SQ, References to **Wishu, us, our** and similar expressions are references to our company.

**2.2 How to contact us.** You can contact us 24/7 by writing to us at support@wishu.io and 169 Liner House 3 Royal Wharf Walk, London, United Kingdom, E16 2SQ.

**2.3 How we may contact you.** If we have to contact you we will do so either through the Wishu App, by telephone or by writing to you at the email address or postal address you provided to us when registering an account.

## 3. Core Definitions

**Talent** a user who offers to perform services or supply goods in response to a Wish or who performs services or supplies goods ordered by a Wisher pursuant to a Deal, in each case on the Wishu App.

**Deal** a contract between a Wisher and a Talent in relation to a Wish made on the Wishu App.

**Dispute** any form of disagreement which arises between a Wisher and a Talent in connection with a Deal made on the Wishu App.

**Electronic Money** is the monetary value attributable at any given time that represents a debt payable by Mangopay to the User. Electronic Money is issued by Mangopay in exchange for the delivery by the User of the corresponding funds and constitutes a means of payment exclusively accepted by other Users on the Wishu App. Mangopay stores the Electronic Money on its servers in a Mangopay User Account opened for this purpose when the User registers for an Account on the App.

**General Offer** is an Offer posted on the App by a Talent to the User community, rather than in response to a specific Wish.

**Mangopay User Terms** the Framework Contract for Payment Services between a user and Mangopay related to the use of Electronic Money issued by Mangopay as a means of payment on the App as the same may be amended from time to time by Mangopay. A copy of such terms is available for review [HERE](#).

**Mangopay** is Mangopay S.A., a public limited liability company incorporated under Luxembourg law, listed under number B173459 in the Luxembourg Trade and Companies Register and whose registered office is at 10 Boulevard Royal, L-2249, Luxembourg.

**Fees** the fees and commissions which we charge Users for the operation of a Wishu User Account.

**Mangopay Account** an internal reference which allows Mangopay (i) to identify in its records each transaction involving the purchase, use and reimbursement of Electronic Money carried out on behalf of a User; and (ii) to determine the amount of Electronic Money available to the User at any time (which is then stated in the Wishu Wallet for the Wishu Account in question). Under no circumstances may the Mangopay Account be compared to a deposit account, a current account or a payment account.

**Offer** means either an offer made by a Talent to provide services or supply goods which to a Wisher in response to a Wish or a General Offer, posted on the Wishu App.

**Price** the amount that a Wisher agrees to pay for a completed Deal.

**User or you** means a user of the Wishu App whether in their capacity as a Talent, Wisher or otherwise.

**Wish** an invitation made on the Wishu App by a Wisher to Talents for the supply of services or sale of goods.

**Wisher** a user who buys services or goods on the Wishu App from a Talent who has either (i) made an Offer in response to a Wish; or (ii) posted an Offer on the Wishu App for all other Users to book.

**Wishu Account** is a user account attached to an individual User and which is required by a User in order to use our Services and which is linked to the User's Mangopay Account.

**Wishu Wallet** is the statement in the Wishu App of the value of Electronic Money and which corresponds to the value in the Wishu User Account for the User in question, together with certain historical transaction data and movements related to that account.

**Wishu App** means the iOS app called Wishu on which our Services are provided, and which is available on the Apple App Store. The Wishu App is only available for use on Apple iPhone operating systems iOS 11 and above.

**Wishu Website** means our website at [www.wishu.io](http://www.wishu.io).

## 4. What is the Wishu App?

**4.1 We are a marketplace for Users only.** We provide a marketplace, accessed via the Wishu App only, which allows Users to offer, sell and buy a variety of goods and services from each other.

**4.2 We enable Users to connect and contract with each other.** Our Services enable Wishers, who are individuals who are looking for services or goods which they may need, to post a Wish or purchase Offers on the Wishu App. Talents may be individual consumers, freelancers or other sole traders who make Offers to supply services or goods either in response to a specific Wish or by posting a General Offer. Wishers can choose to book an Offer and enter into a legal

commitment to buy the goods or book the services which are the subject of the Wish or a General Offer.

**4.3 Our role is very limited.** It is important that Users clearly understand that:

- We do not sell any goods nor do we provide any services which are sold or supplied through the Wishu App;
- We are not involved in any Deals between Wishers and Talents. We are not a contracting party to any Deal. The contract for the sale of goods or supply of services under a Deal is between the Wisher and the Talent only. We merely provide a technology platform which facilitates the making of Deals between Wishers and Talents.
- We do not represent or act as an agent for either Wishers or Talents. Neither we nor Mangopay (who administer all payment transactions associated with Wishu Accounts) will intervene in any way in the legal and commercial relationships or any Dispute or litigation arising between Wishers and Talents.
- We are neither a booking agent, auctioneer, travel or employment agency, nor do we provide any other agency services to Wishers or Talents.
- We have no control over and we do not review Wishes or Offers which are posted on the Wishu App. Nor do we control or review the quality of Talents who offer to sell goods or supply services via the Wishu App. We do not vouch for Wishers or Talents in any way including as to their reliability, trustworthiness or conduct. We do not check that Talents have the necessary qualifications or credentials or that they are otherwise suitable to undertake services they Offer.
- We do not undertake CV checks, identity or criminal background records with respect to Users.
- We do not guarantee the existence, safety, legality, suitability or quality of goods or services which may be offered or sold through the Wishu App. It is entirely the Wisher's responsibility to obtain all necessary information concerning an Offer before committing to a Deal.
- Talents and Wishers are solely responsible for determining whether a Deal has been completed satisfactorily. We will not take sides nor get involved in adjudicating any dispute relating to a Deal. We disclaim all liability for the outcome of any Deal. **It is essential that Users understand that no payment will be transferred from a Wisher to a Talent unless and until the Wisher has confirmed, via the Wishu App, that a Deal in question has been completed. This is the case, even if the Deal has been performed and payment is due and payable according to the Deal. We have no obligation to effect a payment transaction in any other circumstances nor do we have any liability to a Talent as a result of a User refusing to confirm that a Deal has been completed.**

**4.4 Third Party Advertisements and Promotions.** In the course of using the Wishu App, you may be able to participate in promotions of third party businesses (such as restaurants, bars and other retailers) who advertise on the Wishu App (each a **Third Party Promoter**). All such activity and associated interactions and transactions are undertaken by you and the applicable third party outside of the Wishu App (even if the offer is selected from, or made available via a click-through to another application or website operated by, or on behalf of, the Third Party Promoter) on such terms and conditions as the Third Party Promoter may apply or agree with you. We have no liability, obligation or responsibility for any interaction, purchase, transaction or promotion between you and any Third Party Promoter nor do we endorse and we are not responsible for, any website content, applications, goods, services, advertisements or promotions which are linked through the Wishu App. You understand that we may derive revenue from third party advertising, marketing and promotions which is available on the Wishu App (**Third Party Advertising**). In agreeing to this User Agreement, you agree to receive such Third Party Advertising. If you do not wish to receive such Third Party Advertising you should notify us. However, we reserve the right either to charge you additional fees for the use of our Services or to deny you use of the Services should you choose not to receive such Third Party Advertising (in whole or in part). Such additional fees will either be posted on the Wishu App or on the Wishu website.

**4.5 Your rights to use our Services.** We are the owner or licensee of all intellectual property rights in the Wishu App, and in the database of Wishes and Offers published on it. These works are protected by copyright and database laws and treaties around the world. All such rights are reserved. Users are granted a limited, personal, non-transferable right and licence to use the Wishu App for their personal use in order to make Wishes and Offers, review Wishes and Offers and to enter into Deals in accordance with this User Agreement. This licence does not include any commercial use of our Services or any contents of the Wishu App including any use of tools which may facilitate data extraction or data mining. No portion of the Wishu App nor any part of our Services may be reproduced, duplicated, copied, sold, or otherwise exploited without our prior written consent.

## **5. Wishu Accounts**

**5.1 Eligibility.** Our Services are directed exclusively to individuals, with capacity to enter into legally binding contracts, who are over the age of 18 at the time of first registration, and who reside in the United Kingdom. The Wishu App may not be used for the sale of goods or supply of services outside of the United Kingdom. Wishers and Talents must be individuals who contract with each other in their personal capacity only.

**5.2 You must register for a Wishu Account.** Users must register for a Wishu Account in order to be able to post Wishes, make Offers, enter into Deals, pay and receive consideration for goods and services, and provide feedback. Registration for a Wishu Account is free although transaction and withdrawal fees apply as set out in paragraph 12 of this User Agreement. Additionally, Users are responsible for all data usage and other network charges associated with their access to, downloading of and use of the Wishu App. Users are not allowed to register more than one Wishu Account. You will be initially asked to enter your email address and password. Alternatively we may enable you to use your Facebook or Google account log-in details. If you do so, you authorise us to pre-populate the registration and other applicable information fields

of your Wishu Account and to use such third-party credentials to log you into your Wishu Account. By connecting your Wishu Account to a Facebook or Google account you agree to comply with the terms, conditions and policies applicable to such third party.

- 5.3 We may ask you for additional contact and personal information.** We may also require you to provide additional contact information such as a residential address in case we need to contact you about anything. You will also be required to upload certain additional personal information, photo-ID identification, proof of residence and bank account details before you can interact with other users, post a Wish, an Offer, or top up and withdraw funds from and to your bank account. We reserve the right to require additional information from you in order for you to be able to register for, or continue to be able to use, our Services.
- 5.4 Mangopay User Terms.** By registering for a Wishu Account you also accept and agree to be bound by the Mangopay User Terms, the terms and conditions of which are an additional, integral part of your agreement for the use of the Wishu App. You accept that Mangopay alone is responsible for all matters related to your Mangopay Account. All Electronic Money issued to, withdrawn by, and transferred between Users as well as management and record of all payment transactions undertaken on the Wishu App is undertaken by Mangopay. In registering for a Wishu Account, you authorise us to transmit your registration information and other documents provided to us as part of the registration process in order for Mangopay to verify that your details meets their eligibility requirements for Mangopay Accounts. Unless you meet Mangopay's eligibility requirements for Mangopay Accounts, you will not be able to post Wishes or Offers or enter into any Deals.
- 5.5 Your use of our Services is conditional upon you meeting our eligibility requirements.** You will not be able to use the Wishu App if, for any reason, you do not meet, or you subsequently cease to meet, our account opening or operating requirements. We may, without stating reasons and with no right of compensation to you, refuse an application to register you with a Wishu Account. We reserve the right to ask you, before any registration of a Wishu Account and at any point during the time you hold a Wishu Account, for supplementary information and identification data for the purpose of identity checks, as well as any supporting documents that we may deem necessary.
- 5.6 We do not hold or process User's money.** Wishu does not process any money transactions nor does Wishu retain any credit or other financial information including credit or debit card or bank account details. By using our Services you consent to Mangopay collecting information for the purpose of (a) collecting payments from Wishers (b) transferring payments from Wishers to Talents and (c) effecting instructions to withdraw and top up funds from and to a User's Wishu Wallet. All information provided to Mangopay will be used and processed by them in accordance with Mangopay's current confidentiality policy. The current version can be read [HERE](#). For further information please see our [Privacy Policy](#).
- 5.7 Keep your Account details secure.** You are solely responsible for maintaining the secrecy of your Account logins. You must not use an Account, name or login of any other user at any time, or disclose your account login details to any third party. You must take reasonable steps to keep your login and password details safe and prevent fraudulent use of your Account. You should take care to ensure that other people do not oversee or hear you using your login details. You must inform us immediately if you suspect any unauthorised use of your Account. We reserve

the right to immediately suspend or withdraw your right to use the Wishu App and make payment transactions where: we or Mangopay have reasonable grounds to believe that there may be a breach of security of your Wishu Account; we or Mangopay suspects unauthorised or fraudulent use of your Wishu Account or where we or Mangopay is required by law. If you have any reason to suspect that anyone other than you knows your Wishu Account password you must change your password in the app settings. We retain the right, which may exercise entirely at our discretion, to disable any Wishu Account, at any time, if in our opinion you have failed to comply with any of the provisions of this User Agreement.

**5.8 User cancellation of a Wishu Account.** Where you exercise any right of cancellation under clause 11 of the Mangopay User Terms, your Wishu Account will be cancelled at the same time.

**5.9 Inactive Accounts.** Where a Wishu Account is inactive for a period of 12 months or more, or due to inactivity Mangopay notifies us of its intention to close an inactive Mangopay Account associated with a Wishu Account, we reserve the right to close your Wishu Account by notice to you.

## **6. Wishers and Wishes**

**6.1 You must place Wishes as a Consumer only.** Wishes can only be posted by Wishers who wish to receive services or purchase goods in their capacity as a consumer. Wishes cannot be posted by, nor General Offers booked by, a User acting in the course of a business.

**6.2 Wishes must be for authorised categories of goods and services only.** All Wishes must be posted for goods or services which fall within a prescribed category of goods or services published on the Wishu App at the relevant time. Our decision is final as to whether a Wish falls within a permitted category of goods or services or not. If we decide it is not, we can remove it without prior notice to you. We may change and delete categories of goods and services at our discretion and without prior notice to you.

**6.3 Minimum Requirements for posting Wishes.** If we decide that your Wish is not meeting our minimum requirements, we can remove it without prior notice to you. When posting a Wish on the Wishu App, the Wisher must:

- (a) write a title in sufficient detail so as to be clear as to what service or goods the Wisher expects to receive;
- (b) set out a description in sufficient detail so as to be clear as to what service or goods the Wisher expects to receive. It is the Wisher's responsibility to ensure that when making a Wish it is very clear in the description what ownership or usage rights it requires with respect to the product of any services which it wishes to obtain;
- (c) set the Price the Wisher is willing to pay for that good or service. The Price must be a single fixed price of not less than £1 (one pound sterling) for the good or service requested;
- (d) state when it requires the good or service;
- (e) specify where it requires delivery of the good or service to take place;

- (f) select a location to place the Wish on the map (which location may or may not, as the Wisher shall decide, correspond to the place where the Wisher is actually located or where the Wisher wants delivery of the goods or services to take place); and
- (g) specify any other special instructions, specifications or requirements within any character limit set in the Wishu App from time to time.

**6.4 All transactions are in Pounds Sterling.** All Wishes, Offers made in response to a Wish and General Offers must be quoted in GB Pounds Sterling.

**6.5 You are solely responsible for your Wishes.** Wishers are solely responsible for the content of their Wishes. It is the Wisher's responsibility for making their Wishes clear, and for ensuring the accuracy of the Price which they wish to pay for the goods or services that they are seeking. We will not check the accuracy of any information which Users post and so if you make a mistake it is not our responsibility to correct it and we are not liable for any loss, damage or increased expense you may suffer or incur as a result.

**6.6 We can limit the number of Wishes you make.** We reserve the right, at our discretion, and without prior notice to you, to limit the number of Wishes which any Wisher may post on the Wishu App at any time or over any period of time which we may decide to specify in the future. We are not liable to you as a result of you not being able to post Wishes or Offers as a result of you exceeding our usage limits.

**6.7 We can remove Wishes which offend the User Agreement.** We retain absolute discretion to remove any Wish which we consider offends our User Agreement.

**6.8 You must check Offers carefully.** Wishers are responsible for checking Offers received in response to a Wish. An Offer may include other terms and conditions set by a Talent which may form part of the Deal. These terms may either be stated or referenced within the Offer or communicated separately by the Talent via email, text or other messaging service or in a comment posted on the Wishu App. It is the responsibility of the Wisher to satisfy itself as to all of the terms of an Offer before agreeing to book it.

**6.9 Important Notice as to Statutory Rights.** Where a Talent offers goods or services as a trader, Users may be entitled to various statutory rights in relation to Deals entered into with that Talent. These include, among other things, rights arising under the Consumer Rights Act 2015 where, for example, goods or services are of unsatisfactory quality or mis-described. In addition, you may have statutory rights to change your mind and cancel a Deal after the Deal has been entered in certain circumstances and within certain prescribed time periods under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. It is not Wishu's obligation to advise or remind you of these rights and exceptions may apply. Wishu is not liable for any consequences of you failing to exercise any consumer rights which may be available to you or which you may lose through inaction, delay, ignorance or misunderstanding of such rights or as a result of a Talent failing to comply with his or her statutory obligations to you. For detailed information, users are recommended to visit the Citizens Advice website at [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.

**6.10 All transactions must be effected through the Wishu App using your Wishu Account.** Wishers must not pay, or offer to pay, a Talent for goods or services arising pursuant to a Deal other than through the Wishu App. Breaches of this condition can be reported by email to: support@wishu.io.

## **7. Talents and Offers**

**7.1 Talents must be individuals.** Talents may be individuals acting in a personal, non-professional capacity or they may be individuals acting in the course of a trade, in each case for their own account.

**7.2 Offers must comply with all applicable laws and the User Agreement.** All Offers posted by Talents must comply with all applicable laws and regulations applicable to the goods or services being offered. Offers made and services performed must not violate this User Agreement.

**7.3 Minimum Requirements for posting Offers.** If we decide that your Offer is not meeting our minimum requirements, we can remove it without prior notice to you. When posting an Offer on the Wishu App, the Talent must:

- (a) write a title in sufficient detail so as to be clear as to what service or goods the Talent expects to provide;
- (b) set out a description in sufficient detail so as to be clear as to what service or goods the Talent expects to provide;
- (c) set the Price the Talent is willing to receive for that good or service. The Price must be a single fixed price of not less than £1 (one pound sterling) for the good or service offered;
- (d) state when it delivers the good or service;
- (e) specify where it requires delivery of the good or service to take place;
- (f) select a location to place the Offer on the map (which location may or may not, as the Talent shall decide, correspond to the place where the Talent is actually located or where the Talent wants delivery of the goods or services to take place); and
- (g) specify any other special instructions, specifications or requirements within any character limit set in the Wishu App from time to time.

**7.4 Talents must comply with Consumer Rights laws.** Talents are solely responsible for ensuring that they comply with all applicable requirements of the Consumer Rights Act 2015 and the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 with respect to all goods and services they Offer and all Deals which they enter into and agree to perform through the Wishu App. Wishers have the ability to exercise cancellation rights within the Wishu App. Talents should remind Wishers of the ability to cancel where the aforementioned laws apply and should, as so required by law, ensure that the prescribed model cancellation form is communicated to all Wishes no later than the time the Deal is entered into, namely:

To [TRADER'S NAME, ADDRESS, TELEPHONE NUMBER AND, WHERE AVAILABLE, E-MAIL ADDRESS TO BE INSERTED BY THE TRADER]:

hereby give notice that I cancel my contract of sale of the following goods [\*/for the supply of the following service [\*/,

Ordered on [\*/received on [\*/,

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

*[\*/ delete as appropriate*

**7.5 Do not offer services you are not qualified to offer.** Talents must not Offer to provide services to Users unless they are sure that they have the requisite skill and experience to provide the services to the standards and specifications required and expected by the User and in accordance with, or by, the date specified either by the Wisher in his or her Wish or, the Talent's General Offer, as applicable.

**7.6 You must be explicit about whether additional delivery charges apply.** [Any additional charges which may apply, such as delivery charges, must be clearly stated in the Offer. Unless explicitly stated in the Offer, the Price stated in an Offer shall be deemed to be inclusive of all costs, taxes (including value added tax) and expenses required to perform the services or deliver the goods. If you wish to charge additional sums to cover any additional costs and expenses, you must add them into your Offer when responding to a Wish or include them within any price stated in a General Offer.

## **8. Deals**

**8.1** A Deal is initiated when a Wisher chooses an Offer and confirms, by pressing the 'Book' button, on the Wishu App. Alternatively, if a Talent books a Wish, the Wisher has to select a Talent from a list of Talents that booked Wish. No Offers may be booked through any other means. In pressing the 'Book' button or selecting a Talent from a Wish post the Wisher understands and agrees that it has then entered into a binding agreement for the goods or services the subject of the Offer with the Talent on the terms of the Offer made by the Talent and is accepting a legal obligation to pay for the goods or services ordered.

**8.2** At the time an Offer has been booked and a Deal entered into, the Wisher will receive the following additional profile information about the Talent, namely their email address and their mobile telephone number. This is designed as a back-up to the messaging system within the Wishu App to make it easier for Wishers to contact Talents to address any urgent issues, concerns and to finalise or alter delivery arrangements, where necessary. We do not handle or make arrangements for shipping or tracking of any delivery of physical items that are to be delivered. Wishers and Talents are solely responsible for making arrangements for the delivery and receipt of goods and services.

**8.3** Wishers should check carefully the descriptions given by the Talent in an Offer and any specific comments which may be exchanged between the Wisher and Talent through the Wishu App before the Offer is booked as these may form part of the Deal.

**8.4** Where the Wish is for a service, by clicking 'Book' in relation to an Offer, the Wisher confirms that it authorises the Talent to commence providing the services in order to meet the start and end times required by the Wisher for the service in accordance with the Deal, notwithstanding the services may as a result be commenced within any statutory period afforded to the Wisher under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 to change his or her mind and cancel the Deal. This may affect the Wisher's ability to cancel the Deal or to receive a full refund.

## **9. Cancellations and Withdrawals**

**9.1** Wishers may cancel Wishes at any time prior to entering into a Deal related to that Wish. Similarly, Talents may withdraw an Offer at any time before it is booked through the Wishu App by a Wisher.

**9.2** All cancellations and withdrawals must be effected by the Wisher or Talent within the Wishu App only by pressing the cancellation button provided for within the Wishu App. Refer to the [App FAQs](#) for further information.

**9.3** Once a Deal has been entered into, Talents and Wishers can still purport to cancel a Deal through the Wishu App by pressing the 'CANCEL' button without the other's agreement before it is completed, but Users appreciate that this is likely to result in negative feedback, or a Dispute. Users also acknowledge that a purported cancellation may still constitute a breach of contract between the Wisher and Talent in respect of which the party affected by the purported cancellation may have legal rights against the other. We have no liability for any loss, damage, cost or expense incurred by a Wisher or Talent as a result of any such purported cancellation.

## **10. Electronic Money, Operation of Wishu Wallets, Making of Payments and Withdrawing Funds**

**10.1** Wishu Wallets (which correspond to the balance stated in the relevant User's Mangopay Account) hold only Electronic Money.

**10.2** No Deal can be effected through any payment means other than the use of Electronic Money transferred from a Wisher's Wishu Wallet to a Talent's Wishu Wallet in accordance with the provisions of this User Agreement.

**10.3** Wishu does not charge any fees for the withdrawal by a user of any available credit balance in their Wishu Wallet unless the amount of an individual withdrawal transaction is £500 or over. If the amount withdrawn in a single transaction is £500 or over, the user will be charged 1% of the gross withdrawal amount.

**10.4** The following Fees are charged to Users for use of our Services:

- (a) Each Wisher is charged a fee equal to 2% (two per cent.) of the gross Price transferred to a Talent pursuant to a single Deal;
- (b) Each Talent is charged a Fee equal to 5% (five per cent.) of the gross Price received pursuant to a completed Deal.

By way of illustration, Wisher A agrees to pay Talent B a Price equal to £10 for completing a Deal. On completion of the Deal, B receives £10 – 50 pence (5% Fee) = £9.50 (net). A's Wishu Wallet is debited by £0.20p representing 2% of the gross Price paid to User B. All Fees charged by us are inclusive of VAT unless otherwise expressly stated.

**10.5** The credit balance on a User's Wishu Wallet can be topped up by purchasing Electronic Money via the Wishu App (each a **Payment Transaction**) by Visa or Mastercard debit or credit cards only. Electronic Money which is purchased by a User will be credited to the user's Wishu Wallet once Mangopay has received the funds transferred by the User's card. Users acknowledge that transactions may not be registered as completed in a Wishu Wallet for a period of time which is wholly dependent upon Mangopay processing the Payment Transaction and that Wishu has no liability for any loss or damage caused by any delay on the part of Mangopay in effecting a Payment Transaction.

**10.6** If the transfer of funds to the User's Wishu Account is cancelled by the card issuer for any reason, Mangopay may suspend or cancel any Payment Transaction and may either close the Mangopay Account concerned or debit, at any time, the Mangopay User Account corresponding to the Wishu Wallet concerned for the amount of Electronic Money corresponding to the funds of the cancelled transfer and recover the amount from the user by any means. In the latter case, you will no longer be entitled to use the App or our Services.

**10.7** Electronic Money is stored for an indefinite duration on the user's Wishu Account subject to our right to cancel the account at any time without prior notice to you. In the event that a Wishu Account is cancelled or terminated for any reason, Users will be afforded the ability to withdraw available credit balances standing to such account. No interest accrues on the credit balance standing to a Wishu Account.

**10.8** The value of a user's Wishu Wallet corresponds to the value in the user's Mangopay Account. Wishu is not responsible for any discrepancy between the two. The user must take the matter up with Mangopay directly.

**10.9** A Wisher cannot book an Offer unless at the time of purported booking it has a credit balance in its Wishu Wallet which is a sum sufficient to cover the Price payable for the Offer in question plus any applicable Fees payable on completion of the Deal in question. Where the Wisher's credit balance is insufficient, it is possible for the Wisher to top-up their Wishu Wallet through the Wishu App. No other method is possible nor is any credit available.

**10.10** At the time of booking an Offer and entering into a Deal, Mangopay will pre-authorise payment of the Price through the Wishu App. At this point, payment from the Wisher's Wishu Wallet will be debited and 'locked' by Mangopay but the Price will not be paid to the Talent's Wishu Wallet until the Wisher has pressed the 'Confirm Completion' button on the Wishu App to confirm that

the services or goods under the Deal have been performed or received in accordance with the Deal.

- 10.11** When a Deal is marked as completed by a Wisher, the Price paid to a Talent will be credited to the Talent's Wishu Account less the applicable Fees and reflected in an updated balance in the user's corresponding Wishu Wallet.
- 10.12** Users are able through the Wishu App to withdraw available funds standing to the credit of their Wishu Wallet and transfer them to their connected bank account (which must meet certain requirements set by Mangopay from time to time). Credit balances held in the Talent's Wishu Wallet may also be used to pay for Deals transacted by the Talent in the capacity of a Wisher. Funds withdrawals are subject to the terms and conditions of the Mangopay Contract which require, among other things, the user to provide an IBAN number and SWIFT code of the user's bank or payment account within an European Economic Area state, as well as the User's address.
- 10.13** The maximum credit balance which is permitted to be retained within a Wishu Wallet is 2500 Euros (or Sterling equivalent, as set by Mangopay). Subject thereto, there is no maximum amount which may be withdrawn from a User's Wishu Wallet, subject always to paragraph 10.16 below.
- 10.14** Where a Wisher makes an application to Mangopay for reimbursement of any Electronic Money purchased by card using their Mangopay Account, the sum will be reimbursed, in accordance with the provision of the Mangopay Contract, to the card used to purchase the Electronic Money.
- 10.15** Users acknowledge that the time taken for a funds withdrawal to be credited to the user's bank or payment account, or reimbursed to the user's card used to purchase Electronic Money where applicable, is outside of the control of Wishu and is subject to payment times stipulated from time to time by Mangopay.
- 10.16** Unless and until a Wishu Account is closed, credit balances below £5 may not be withdrawn from a user's Wishu Wallet.
- 10.17** Users may not accept or offer payments in relation to Wishes using any method other than through the Wishu App.
- 10.18** Once a withdrawal or other payment instruction is made the transaction cannot be reversed.
- 10.19** You must inform us of the loss or theft of your login details, or misuse or unauthorised use of your login or data as soon as you become aware of this fact in order to request that your Wishu Account is blocked. Your declaration must be made by email to support@wishu.io or by telephoning our customer support on +44 7534788107 between the hours of 9am and 5pm. On receipt of your notification, we will instruct Mangopay to block your Mangopay Account. This will be recorded and time stamped by Mangopay and you will be informed by us or Mangopay of this record by email confirming that your Mangopay Account has been blocked. Neither we

nor Mangopay is liable for the consequences of any request to block your Mangopay Account made by a person who is not the registered user of that account.

**10.20** In the event of loss or theft of your login and password on your Wishu Account or where you have failed to keep your login and password details safe, you may be responsible for unauthorised transactions carried out before notification of the issue subject to any maximum sum provided for under the Mangopay Contract. However, you may be responsible for a greater amount if you have acted fraudulently, have not used your Wishu Account in accordance with the terms of this User Agreement and the Mangopay Contract or otherwise through your fault. Neither we nor Mangopay are liable for faults, wilful default or negligence of a Wisher or Talent towards each other.

## **11. Disputes**

**11.1** If:

- (a) a Wisher does not believe that it has received the goods or services that it had contracted for; or
- (b) a Wisher disputes the quality of the goods or services that it has received; or
- (c) the goods or services are not delivered when required by the Wisher; or
- (d) the Talent considers that the description of the goods or services that the Wisher has requested in its Wish was inaccurate or misleading

either the Wisher or Talent may invoke a Dispute through the Wishu App. A User invoking a Dispute may complete a form on the Wishu App which details the nature of the Dispute and how the User proposes it to be resolved. We will receive a notification of the Dispute and a copy will be provided to the other User party to the Dispute. We will not however do anything further in relation to the Dispute.

**11.2** Wishers and Talents are encouraged to cooperate in good faith to try and resolve the Dispute between them. Neither Wishu nor Mangopay resolves Disputes.

## **12. Ratings and Feedback**

**12.1** Users are free to rate and provide feedback to each other after a Deal has been entered into between two Users. We may impose time limits within which Users must elect to post feedback and ratings.

**12.2** In posting reviews, Users must provide fair assessments which are an accurate reflection of the performance of each other and their conduct. However, we will not interfere with or remove user feedback unless we decide it breaches this User Agreement.

**12.3** All ratings and feedback posted on the Wishu App about another User is publicly displayed against that User's profile page. Wishu may in its absolute discretion terminate any user account should it receive poor reviews.

**12.4** If we have any grounds for supposing that the feedback and rating system is being manipulated by one or a group of users we reserve the right to terminate all accounts concerned.

### **13. Changes to Wishu Fees**

- 13.1** Should we change our Fees, we will notify you of any update to this User Agreement by sending an email to the email address registered by you, before the change takes effect. Your continued use of our Services from the effective date of any change shall constitute your acceptance of such updated User Agreement and Fees.

### **14. Acceptable Use; Account Suspension and Termination**

- 14.1** Wishes, Offers or any other statements, comments and communications made on the Wishu App (or separately in SMS or email communications facilitated by the Wishu App) which:

- (a) are for illegal goods or services or goods or services which may infringe third party copyright, design, trade mark or other intellectual property rights;
- (b) are or appear fraudulent or spam;
- (c) infringe or are alleged by any third party to infringe any third party copyright, design, trade mark or other intellectual property rights;
- (d) breach or involve a user breaching or being alleged to breach any obligation owed to a third party including but not limited to obligations of confidential information or expectation of privacy. Without limiting the preceding language, personal and private information about a user which is not publicly available to the entire user community on their public profile page on the Wishu App but which a user becomes aware of, whether as a result of a Deal or otherwise, must be kept confidential and only used to the extent necessary to perform a Deal;
- (e) concern adult-oriented services including, but not limited to, escorting, party hosting or prostitution, webcam services or pornography content;
- (f) offer dating or matching services;
- (g) offer psychic services;
- (h) purport to auction goods or services;
- (i) contain obscene, violent, racist, intolerant, abusive, offensive or inappropriate material or concern the provision of any goods or services which may be obscene, violent or inappropriate;
- (j) are misleading;
- (k) are designed to circumvent or undermine this User Agreement;
- (l) concern the sale of any goods or services whose sale may be restricted or regulated by law including but not limited to alcohol, tobacco, e-cigarettes and vaping products, medicines, as well as medical and dental services and procedures;

are not considered acceptable use and may be removed or suspended by us immediately without notice to any user and any user who has engaged in any conduct which does not comply with our acceptable use policies may have their account on Wishu App suspended or terminated, as we may in our discretion decide. A User whose account has been terminated is ineligible for a new Wishu Account.

## 15. Status of Users

- 15.1 It is the sole responsibility of Users to establish and check their classification as independent contractors or employees of each other.
- 15.2 Talents are solely responsible for all tax associated with income received by them from Deals transacted through the Wishu App.
- 15.3 Wishers are solely responsible for any tax which may be associated with goods or services charged through the Wishu App including any legal obligations to deduct any amount of tax or national insurance from any payment due to a Talent.
- 15.4 Prices shall be deemed inclusive of VAT. Where a Talent is a trader and is obliged to charge VAT it must ensure that the Price includes a sum equal to the correct amount of VAT to the Price and issue a valid VAT invoice to the Wisher.
- 15.5 Users have no authority whatsoever to enter into any contracts or commitments on behalf of Wishu.
- 15.6 Wishu does not employ or engage any User for any purpose. Users acknowledge and agree that Wishu has no control over, nor does it direct or supervise any work undertaken or when or how that work is undertaken. Wishu does not set any hours, wages, fees, or places of work nor provide any equipment, tools, materials, consumables or other resources which may be needed for the performance of any services by a Talent.

## 16. Uploading content to the Wishu App and Intellectual Property Claims

- 16.1 Whenever you may use of a feature that allows you to upload content to the Wishu App (such as, by way of example, a Wish or an Offer), or to make contact with other Users of the Wishu App (each a **Contribution**), you must comply with the acceptable use policies set out in paragraph 14 of this User Agreement (the **Acceptable Use Standards**).
- 16.2 You promise that:
  - (a) any Contribution complies with the Acceptable Use Standards;
  - (b) by offering to supply a service or sell goods through the Wishu App, you have sufficient rights, licences or other authorisations to offer, supply or sell the services or goods in question in accordance with all applicable laws;

and you will be liable to us and indemnify us for any breach of either of the above promises. This means you will be responsible for any loss, damage, costs and expense we suffer or incur as a result of a breach of this promise.

- 16.3 All content which you post or upload to the Wishu App will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your Contribution, but by posting or uploading any content to the Wishu App, you:

- (a) grant us a payment-free licence to use, store and copy that content and to distribute and make it available to all users of the Services on the Wishu App;
- (b) agree that we have the right to disclose your identity to any third party who claims that (i) any content posted or uploaded by you to the Wishu App; or (ii) goods or services offered to be, or supplied or sold pursuant to a Deal, constitutes a violation of their intellectual property rights, or of their right to privacy; and
- (c) agree that we have the right to remove any posting you make on the Wishu App without prior notice to you if, in our opinion, your post does not comply with our Acceptable Use Standards.

**16.4** Claims for copyright or other intellectual property infringement may be made in accordance with our [Intellectual Property Claim Notification Policy](#) which forms a part of this User Agreement.

## **17. App Misuse**

**17.1** We do not guarantee that the Wishu App will be free from bugs or errors in operation nor do we guarantee that it will be secure or free from viruses.

**17.2** You must not misuse the Wishu App by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Services, or any server, computer or database connected to the Wishu App. You must not attack our App or servers via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Services will cease immediately.

## **18. Reporting Abuse**

**18.1** The content of Contributions are not verified or approved by us. The views expressed by other users of the Wishu App do not represent our views or values.

**18.2** If you wish to complain about any Contributions or content posted or uploaded by any user please contact us at [support@wishu.io](mailto:support@wishu.io)

## **19. Third Party Websites and Services**

**19.1** Where any link or click-through is provided via the Wishu App to any other third party websites, services or resources, such links and click-throughs should not be interpreted as approval by us of those linked websites, services or resources you may obtain from them. We have no control over the contents of any such third party websites, services or resources.

## **20. Our right to terminate the Services**

**20.1 We may withdraw the Services at any time.** We will tell you, by sending an email to the address given by you at registration of your Wishu Account, that we are going to stop providing all or any of our Services (a **Service Termination Notice**). We may do this at any time. We will endeavour to give you at least 7 days advance notice, unless we are legally required to stop the Services earlier. With effect from the date set out in our Service Termination Notice, we reserve the right to (a) limit or terminate your right to make new Wishes or new Offers (either totally, or within particular services or goods categories only, as we shall specify in our Service Termination Notice); (b) remove existing Wishes in respect of which a Deal has not at that time been entered into.

## **21. Limitation of Our Liability**

**21.1** We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

**21.2** Subject to paragraph 21.1, we exclude all implied conditions, warranties, representations or other terms that may apply to our Services or the Wishu App or any content on it.

**21.3** Subject to paragraph 21.1, we will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- (a) use of, or inability to use, our Services or the Wishu App; or
- (b) use of or reliance on any content displayed on the Wishu App.

In particular, we will not be liable for:

- (i) loss of profits, sales, business, or revenue;
- (ii) business interruption;
- (iii) loss of anticipated savings;
- (iv) loss of business opportunity, goodwill or reputation; or
- (v) any indirect or consequential loss or damage.

**21.4** We will not intervene in any way in the legal and commercial relationships and any disputes or litigation arising between Wishers and Talents. We have no control over the compliance, security, legality, characteristics and appropriateness of the products or services which are the subject of a Deal or a payment transaction made on the App. It is each Wisher's responsibility to obtain all useful information before proceeding to purchase a product or a service from a Talent, the collection of funds or any other transaction, in full knowledge of all the considerations involved. Any transaction carried out by a Wisher with a Talent gives rise to a contract directly formed between the Wisher and Talent only, with whom Wishu has no contact. Wishu cannot,

under any circumstances, be held liable for the non-performance or poor execution of obligations that may result, or possible damages caused to any Wisher or Talent in this respect.

- 21.5** Users are also directed to the limitations on the liability of Mangopay under the Mangopay Contract with respect to the payment services provided to Users by Mangopay.

## **22. User Information**

- 22.1 Public Profiles.** We publish your user name, full registered name (first and surname) as well as your registered email address and telephone number. This information will be available to all other Users. Additionally, Talents that are traders may be required to provide an enhanced level of information about themselves in order to comply with consumer laws. It is the responsibility of Talents to ensure that they comply with all applicable legal requirements applicable to the sale of goods or supply of services pursuant to Deals entered into on the Wishu App. Within the Wishu App there is a facility for Talents who are traders to provide such additional information either within the description of their Offer, by publishing comments or by email communication with a Talent once a Deal has been entered into.

- 22.2 How we may use your personal information.** We will only use your personal information as set out in the [Wishu Privacy Policy](#).

## **23. Changes to this User Agreement**

- 23.1** We may make changes to this User Agreement from time to time. When we make these changes, we will make a copy available on our website archive at [www.wishu.io/termsandconditions](http://www.wishu.io/termsandconditions).

## **24. Other important terms**

- 24.1 We may transfer this agreement to someone else.** We may transfer our rights and obligations under this User Agreement to another organisation. We will always tell you in writing if this happens.

- 24.2 You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under this User Agreement to another person if we agree to this in writing. Accounts are personal and not transferable.

- 24.3 Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.

- 24.4 If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

- 24.5 Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under this User Agreement, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean

that you do not have to do those things and it will not prevent us taking steps against you at a later date.

**24.6 Which laws apply to this contract and where you may bring legal proceedings.** This User Agreement is governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

## **25. Intellectual Property Claim Notification Policy**

**25.1** We take intellectual property matters seriously. Anyone who believes that their copyright, trade mark or other intellectual property rights are being infringed by any user of the Wishu App may complete a [Notification Form](#). We will endeavour to evaluate and respond to a rights owner who submits a Notification Form as soon as possible.

**25.2** Users of the Wishu App understand that we may take action including suspending or removing a Wish or an Offer, without any admission on our part as to liability and entire without prejudice to any rights, remedies and defences which may be available to us which are expressly reserved.

**25.3** By submitting a Notification Form the rights owner (and their agent, where submitted by an agent on their behalf):

- (a) Promises to us that the information contained in the Notification Form is true, complete and accurate;
- (b) grants us the absolute right to use or reproduce the content of the Notification Form in any way we consider necessary or appropriate in connection with our evaluation and treatment of the claim of infringement set out therein including not limited to communicating the Notification Form or its contents to the any person who may be involved in any infringing activity; and
- (c) agrees to indemnify us (and our officers and employees) (each a **Wishu Party**) for all losses, damages, costs and expenses suffered or incurred as a result of any claim brought by a third party against a Wishu Party arising out of or in connection with the submission of a Notification Form or our actions taken in response to a Notification Form.

## **26. Google Maps API**

**26.1** We use the Google Maps service in the Wishu App. Your use of Google Maps as part of the Wishu App is subject to Google's terms of service at [https://maps.google.com/help/terms\\_maps.html](https://maps.google.com/help/terms_maps.html) and privacy policy at <https://policies.google.com/privacy/>. By using the Wishu App you agree to be bound by such terms of service in connection with the use of our Services.

