



## ALLSTAR MILEAGEPOINT APP TERMS AND CONDITIONS

### INTRODUCTION

Thank you for downloading and setting up your account in the Allstar MileagePoint application (hereinafter referred to as: the MileagePoint App or: the App) offered by Allstar Business Solutions Limited (company no: 02631112) (hereinafter referred to as: Allstar, we, us/our).

The terms and conditions of use mentioned or referred to below (hereinafter referred to as: the Terms) apply to the services offered now and in the future by Allstar via the App for use in the UK (hereinafter referred to as: the Services). Before using the App, you should read these Terms carefully. These Terms contain important information about the steps you must take to secure your account, restrictions on the use of the App, how we or you can terminate the Services, and the limitations of our liability to you. By signing into the app, you agree to our Terms of Use. If you do not agree to these Terms, you may not use or continue to use the App.

If you have any questions about these Terms or the App, or would like to notify us of a complaint or suggestion, please contact Allstar via email at [mileagepointsupport@allstarcad.co.uk](mailto:mileagepointsupport@allstarcad.co.uk) or call 0370 4195165 during office hours. The Services consist of a mobile application that tracks mileage of your vehicle, using your device's location data to assist you with the creation of a mileage log. The App offers users the opportunity to use the App to record business mileage (hereinafter referred to as: Mileage).

You can use your mileage log to manage and report your reimbursable and deductible business miles to the Allstar account holder. The Services may ask you to opt-in to certain features like daily notifications. If you decide you no longer want to access an opt-in feature, you may opt-out via the settings menu in the Application. The functionalities of the App will be continuously expanded or improved. We will inform you about new features within the App as soon as they become available and inform you about their use.

### SAFETY

The App is intended for drivers of motor vehicles only and may not be used by persons who are not legally authorised to drive a motor vehicle. Under no circumstances should the App be accessed by the driver while driving and you acknowledge and agree that you will only use the Services when it is safe and legal to do so. To the extent not prohibited by law, in no event will Allstar be liable to you or any third party for any liabilities or damages including without limitation for personal injury, death or damage to personal property, arising from or related to your use of the Services in an unsafe or neglectful manner.

### MILEAGEPOINT APP ACCOUNT

In order to register your account (hereinafter referred to as the " Account"), you must submit the following information:

- a) a valid email address;
- b) Vehicle registration number;
- c) Make and model of vehicle;
- d) Engine Capacity of Vehicle; and
- e) Fuel type of vehicle.

You must also have a functioning physical Allstar card (hereinafter referred to as: Card) and a compatible mobile device with an operating system that supports the App and can connect to the Internet.

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Allstar Business Solutions Limited is authorised by the Financial Conduct Authority under the Electronic Money Regulations 2011 (register reference 900470) for the issuing of electronic money and the provision of payment services. Allstar cards bearing the Visa symbol are payment instruments regulated by the Financial Conduct Authority. All other cards issued by us are not regulated by the Financial Conduct Authority and not subject to the rights under the Payment Services Regulations 2017. Head office and registered office: Canberra House, Lydiard Fields, Swindon, Wiltshire, SN5 8UB. Company Registration No.2631112. Registered in England. VAT Registration GB747880191.





All information you provide when creating an Account and using the App must be accurate, up-to-date and not misleading.

By registering your Card in the App, you create a mileage record associated with your Card. The general terms and conditions applicable to the agreement between Allstar and the account holder of your Card (hereinafter: the Allstar Terms and Conditions) remain applicable. In the event of a conflict, the Allstar Terms and Conditions shall prevail.

Allstar cannot guarantee that the Services will always be available.

The use of the App is free of charge, but please note that the normal rates of your mobile network provider will apply. The App contains services and functionalities that are only available for certain mobile devices. By using the App, you agree that we may communicate with your mobile device via an electronic connection or GPS signal.

### **SECURING YOUR ALLSTAR APP ACCOUNT**

When you create your account, we ask you to enter your email address. You will then receive an email with a one time password and can then create your own password as part of the account set up process. Once your account is set up, you can add your card number.

You may be asked or given the option to create an additional 'passcode' or use the touch or face identification feature of your mobile device. Please note that any fingerprint activated for Touch ID on your mobile device is valid. You are responsible for all purchases that use fingerprints stored on your mobile device.

You need to make sure that you:

- a) are the only person using your Account and do not authorize anyone else to use your Account;
- b) log in to the App on only one device at a time;
- c) protect your password and passcode - for example, don't tell anyone your password or passcode, don't write down your password or passcode, and don't store your passwords digitally on your mobile device; and
- d) update your Account information if your information changes - for example, if your email address changes, you will need to update it in order to continue using your Account. You will also need to update your Account Information with the new expiration date of your Card when the previous expiry date is reached. Allstar is under no obligation to verify that any instruction or confirmation given through your Account originates from you and Allstar will only be liable for any loss or damage arising from your failure to protect your device, password and passcode in the circumstances described in these Terms.

You must notify the Allstar support team and request the deletion or temporary suspension of your Account (hereinafter referred to as a Deletion Request) if the security of your Account is compromised as a result of:

- a) theft or loss of your mobile device;
- b) (suspected) disclosure of your password and/or passcode to any other person; and/or
- c) unauthorized access to your Account.

You must confirm this notification as soon as possible by e-mail to Allstar at [mileagepointsupport@allstarcard.co.uk](mailto:mileagepointsupport@allstarcard.co.uk)

Allstar may at any time adopt and implement security measures that it deems appropriate for Allstar and may at any time at its sole discretion modify and add security measures to the App.

The security of your Account is important to Allstar. However, Allstar cannot guarantee that the App will always be

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available, error-free and secure, or that it will be free of viruses or other harmful programs. You agree to be aware of and accept this risk, including, but not limited to, the risk that a third party may gain access to your Account that contains personal and confidential information.

### PERMITTED USES FOR THE APP

Allstar license you to use the App and any update or supplements to it as permitted by these Terms. In return for agreeing to these Terms, you may:

- a) download or stream a copy of the App onto your device and view, use and display the App and the Services on such device for your personal purposes only; and
- b) print one copy of one or all pages from the App for your personal, non-commercial use and to support your records.

You agree that you must not:

- a) rent, lease, sub-license, loan, provide, or otherwise make available, the App or the Services in any form, in whole or in part to any person without prior written consent from Allstar;
- b) copy the App or Services, except as part of the normal use of the App or where it is necessary for the purpose of back-up or operational security;
- c) translate, merge, adapt, vary, alter or modify, the whole or any part of the App or Services nor permit the App or the Services or any part of them to be combined with, or become incorporated in, any other programs, except as necessary to use the App and the Services on devices as permitted in these Terms;
- d) disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the App or the Services nor attempt to do any such things, except to the extent that (by virtue of sections 50B and 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are necessary to decompile the App to obtain the information necessary to create an independent program that can be operated with the App or with another program (**Permitted Objective**), and provided that the information obtained by you during such activities:
  - is not disclosed or communicated without Allstar's (or its licensor's) prior written consent to any third party to whom it is not necessary to disclose or communicate it in order to achieve the Permitted Objective; and
  - is not used to create any software that is substantially similar in its expression to the App;
  - is kept secure; and
  - is used only for the Permitted Objective;
- e) copy (whether by printing on paper, save to disk, download or otherwise copy), distribute (including distributing copies thereof), transmit, modify, falsify or misuse or otherwise make use of any material contained in the App, except as described above. These restrictions apply to all as well as part of the material contained in the App;
- f) infringe Allstar's intellectual property rights or those of any third party in relation to the App or the Services nor remove any copyright, trademark or other intellectual property notice contained in the original material of the App or any material copied or printed from the App;
- g) transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App or the Services or do anything that Allstar reasonably believes is indecent or could damage its reputation, the App or the Services;
- h) link to the App;
- i) use the App (or any part thereof) in any unlawful manner, use it for any unlawful purpose, in any way that interrupts, restricts, damages or reduces the operation of the App, to transmit files containing viruses, Trojan horses or other malicious programs, to gain or attempt to access the accounts of other Allstar App account

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holders or to circumvent security measures; or use it in any other manner inconsistent with these Terms. Nor may you act fraudulently or maliciously, for example, by hacking the App or inserting any obfuscating code, including viruses, or harmful data into the App or operating system;

- j) use the App in any way that could damage, disable, overburden, impair, endanger or render unsafe the systems of Allstar or its security or the systems of other users, or in any way that could adversely affect the use of the App for any other user;
- k) collect information or data from the App or Allstar systems. Nor may you decipher or attempt to decipher transmissions to or from the servers on which the App runs;
- l) change or remove any proprietary notices from any downloaded or printed material from the App;
- m) circumvent or modify any security technology or software of the App;
- n) use the App or any of its functionalities for commercial purposes, without the prior express written consent of Allstar.

You agree that you will comply with all applicable laws and regulations in relation to your use of the App or the Services.

### **LOCATION SERVICES IN THE APP**

The App uses the location services on your mobile device's native operating system to determine which location you are in and to track your business mileage through the journeys you take. To use the App it needs access to your current location and track your position. You must authorise Allstar to do so by enabling Location Services through the consent system on your mobile device's native operating system. Confirming your location is part of the security measures.

### **PERSONAL DATA**

Personal data and other information about you that Allstar receives from you through the App will only be used in accordance with our Privacy Statement. By downloading and using the App, you consent to the use of the information in accordance with our Privacy Policy.

### **INTELLECTUAL PROPERTY**

Allstar owns or has obtained a valid license to use all copyrights, trademarks and other intellectual property rights relating to the App and the Services. All property rights over and in relation to the App (other than the right to use the App in accordance with these Terms) rest solely with Allstar and/or its licensors (as the case may be).

Any use of the App in any manner not permitted by these Terms, including but not limited to resale, transfer, modification or distribution of the App or any part thereof, is prohibited.

Allstar is under no obligation to provide documentation, support, telephone assistance or improvements or updates to the App.

### **THIRD-PARTY TERMS**

Allstar may use third-party applications, services and software contained in the App, including but not limited to software for location and mapping services and access to the DVLA database to locate vehicle details, all of which may collect and report information about you in connection with your use of the App (such as location information, device data and user content).

When you use the App, you consent to Allstar's use of such third-party software and services. You also agree to all applicable terms of use, licenses, and privacy policies with respect to such third-party software and services. It is your responsibility to ensure that you comply with all third-party terms and conditions, including the third-party





privacy policies that you have been made aware of in our Privacy Notice, and that you are aware of any third-party privacy policies that may apply to you together with these Terms.

The App or the Services may contain links to other independent websites which are not provided by Allstar. Such independent sites are not under our control, and we are not responsible for and have not checked and approved their content or their privacy policies (if any).

### **REMOVAL OF THE APP**

You can remove your Card account in the App at any time. If you delete your Card or Account, Allstar will delete all information relating to that Card stored in the App, as well as your transaction history, except to the extent that Allstar is required to retain information to comply with legal and financial requirements.

Allstar reserves the right to suspend or immediately terminate the App, any of the Services, the functionality of the App or your specific account at any time, with or without cause or notice. If Allstar terminates or suspends your access to the App, any attempt you make to log in to the App will fail, unless or until Allstar lifts the suspension of your Account.

If Allstar suspends or terminates your Account and/or access to the App as a result of your breach of these Terms, you are not permitted to create a new account to circumvent the suspension or termination.

All provisions of the Terms that by their nature survive termination shall survive termination, including, but not limited to, ownership provisions, indemnifications, and limitations of liability.

### **CHANGES TO THE APP**

Allstar may change the form, content and/or functionality of all or part of the App at any time. If Allstar is required to carry out maintenance work, you may not be able to use all or part of the App while Allstar is completing such work, but Allstar will try to minimise the time that the App is unavailable for use.

Updates to the App may be released from time to time. Depending on the update, you may not be able to use all or part of the App until you have downloaded the latest version of the App and accepted any new terms.

### **LIABILITY**

Allstar provides the App to you "as is" and you use the App at your own risk. To the fullest extent permitted by law, all warranties and conditions, whether express, implied, or statutory, with respect to the App and the provision of the Services are excluded.

References to liability in this section include every kind of liability arising under or in connection with these Terms including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise. Nothing in these Terms shall limit or exclude Allstar's liability for death or personal injury caused by Allstar's negligence or for fraud or fraudulent misrepresentation.

Subject to the above:

- Allstar shall have no liability to you for any loss of profits, loss of business, wasted expenditure, loss or corruption of data or information or any special, indirect or consequential loss, costs, damages, charges or expenses; and
- Allstar's total liability to you for all loss or damage under or in connection with these Terms and/or your use of or inability to use the App and any of the Services shall not exceed £500.

You are responsible to and shall indemnify Allstar for any claims, costs, damages, losses, liabilities, expenses, or

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legal proceedings brought against Allstar by any other person as a result of unauthorised access to your Account and/or your use of the App in breach of these Terms or the terms and conditions of third parties. You agree that the App is made available free of charge and that the exclusions of liability and indemnification set forth in this section are fair and reasonable.

### **CHANGES TO THESE TERMS**

Subject to the rest of this clause, Allstar may amend these Terms from time to time by publishing an updated version in the App. Please check the Terms published in the App periodically for changes. By continuing your use of the App after the posting of the updated Terms, you are deemed to accept the updated Terms.

Allstar will notify you via the App as soon as the updated Terms and Conditions contain changes other than those described above. Your continued use of the App following notification implies your acceptance of the updated Terms.

### **FINAL PROVISIONS**

You must comply with any additional terms and conditions or instructions provided by Allstar that are brought to your attention in the App, when setting up your Account or when using the App.

If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or deleted to the minimum extent possible so that these Terms will otherwise remain in full force and effect. The failure of Allstar to exercise any right shall not be considered as a waiver of that right or of any other rights that Allstar may have.

Allstar may transfer our rights and obligations under these Terms to another organisation. You may only transfer your rights or your obligations under these terms to another person if we agree in writing.

These Terms do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

The laws of England and Wales shall apply to these Terms and the Courts of England and Wales shall have exclusive jurisdiction to adjudicate any dispute relating to these Terms.

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