

Your Social Insights Membership Terms and Conditions (for snail mail)

TERMS OF MEMBERSHIP FOR THE YOUR SOCIAL INSIGHTS MEMBERSHIP PROGRAMME ("AGREEMENT")

THIS DOCUMENT SETS OUT THE TERMS AND CONDITIONS UNDER WHICH WE SUPPLY SERVICES TO MEMBERS. ANY ENROLLMENT TO THE PROGRAMME IS ON THE FOLLOWING TERMS AND CONDITIONS WHICH GOVERN YOUR USE OF THE WEBSITE, THE PROGRAMME AND YOUR RELATIONSHIP WITH US. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY AS THEY AFFECT YOUR RIGHTS AND LIABILITIES UNDER THE LAW. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, PLEASE DO NOT REGISTER FOR THE PROGRAMME OR USE THE WEBSITE.

IF YOU HAVE ANY QUESTIONS, CALL OUR MEMBERSHIP PROGRAMME REPRESENTATIVES AT 0800 086 8741 (CALLS ARE NORMALLY FREE FROM MOST BT LANDLINES AND MOBILES) OR WRITE TO YOUR SOCIAL INSIGHTS LIMITED, BUILDING 1, CHALFONT PARK, GERRARDS CROSS, BUCKINGHAMSHIRE, ENGLAND, SL90BG, UNITED KINGDOM.

WHEN WE SAY "WE", "OUR" OR "US" IN THESE TERMS AND CONDITIONS, WE MEAN THE PROVIDER OF THE MEMBERSHIP PROGRAMME AS DETAILED BELOW.

1. WHO YOU ARE AND GENERAL NOTICES TO YOU

1.1 You are a potential/actual member of the membership Programme (called the "**Programme**") as described in this document. Before you can access the Programme you must first enrol in the Programme (called "**Membership**"). This involves providing accurate and complete information including your name, email address and postal address, and the payment information for membership fees should you continue your Membership beyond the initial period. Once you click on the "Get My Social Score" (or similar) button or provide your verbal consent, you will become enrolled as a member of the Programme (called a "**Member**"). Your membership of the Programme will start instantly upon payment confirmation.

1.2 Importantly, a Member must be an individual who is:

1.2.1 an adult (i.e. aged 18 and over); or

1.2.2 if under the age of 18, be enrolled with an adult's express approval or on behalf of that adult at his/her express instruction.

1.2.3 A person may become a Member if they have an address based in the United Kingdom.

1.3 A person who does not qualify as described in paragraph 1.2 is prohibited from becoming or being a Member. Any person who becomes a Member (or purports to do so), makes a statement, upon which we are entitled to rely, that that person is aged 18 years or older or has the express permission to be a Member of the Programme.

1.4 All general notices from us to Members will be displayed on the [Programme website](#) ("**Programme Website**") from time to time or sent by email or letter.

1.5 All communications from us will be sent via email to the email address that you provide to us or by SMS message. As such you agree that we can communicate with you by these methods. However, we reserve the right to send you communications via post if we are unable to contact you by any of the above methods (for example if your email address is incorrect or the SMS is returned undelivered).

1.6 For information on our privacy practices please see our Privacy Policy which is set out in full on the Programme Website. We take privacy very seriously and aim to comply with all relevant provisions of data protection legislation. All personal information provided through this website or by email, such as Membership enrolment information or information necessary to complete the purchase of a product/benefit, will be handled in accordance with the Privacy Policy.

2. OFFER DETAILS

2.1 You accept the offer details which are as follows:

2.1.1 when you sign up to the Programme for the very first time you will be required to provide your payment details and agree to pay the monthly fee.

2.1.2 Membership is charged monthly at the agreed upon rate as disclosed on the enrolment website or sign up page or which was communicated to you in any sales call (the "**Membership Fee**"). By joining this Programme you agree that you are responsible for paying the Membership Fee as long as you remain a Member;

2.2 We may offer some of our new Members a Promotional Period, which may be a reduction on the full Membership Fee for a limited period, a limited free trial period or free access for a fixed period. You will be advised of the details of the Promotional Period at the time you sign up. Within this Promotional Period, you will have all the benefits of the services that we offer. You will still be required to provide your card details even when a Promotional Period is presented to you so that you can enjoy uninterrupted access to our services after the Promotional Period expires.

2.3 Membership fee will be automatically charged on or about the same date each month to the card details which you have specifically provided for this purpose when you signed up to be a member, and by joining this Programme you agree to give us permission to do so, unless you terminate your membership in accordance with paragraph 7 below.

3. MEMBER BENEFITS

Social Reporting Service

3.1 The "Social Reporting Service" is comprised of the following:

- a customised social media score that estimates a ranking of your standing relative to a sample set of other individuals utilising social media;
- a social media profile which identifies your specific attributes and are inputs into the social media score;
- explanations and education (together, "tips") regarding the attributes that determine your social media profile and score;
- periodic alerts to changes in your social media score and profile;
- twice per month comparisons of changes to your social media score and profile;
- access to real-time updates to your profile and score;
- Access to a library of social media educational material

A Member is entitled to access the Social Reporting Services supplied by Your Social Insights subject to the following:

3.1.1 we are able to properly validate the identity and address details of the Member, and such validation is in our absolute discretion; and

3.1.2 we accept the Member as a person eligible to receive the Social Reporting Service, which is in our absolute sole discretion.

Other Benefits

3.2 A Member is entitled to access discounts and/or other benefits ("Benefits") on certain products and services offered by vendors/providers participating in the Programme. Benefits are set out on the Programme Website, although some Benefits may not be available in all areas. Please see below for limitations.

3.2.1 Any products or services purchased (taking into account Benefits or otherwise) must be purchased directly from the product or service vendors/providers. We do not supply, offer or charge for products or services (other than Membership which is a service which provides access to information, discounts, offers and promotions on those third party products and services.)

4. ACCEPTANCE AND TERM OF MEMBERSHIP

4.1 You (or a Member) indicate acceptance of this Agreement and agree to pay any relevant charges by clicking the "Get My Social Score" (or similar) button on the Programme enrolment page or by providing your consent in a sales call. Once this button is clicked (or verbal consent is given) there is a legally binding contract between the Member and us which consists of this Agreement, the Terms of Use and the Privacy Policy.

4.2. You agree that all the information that you will provide is true and accurate and you own or have permission to access that data including that which is linked to your social media (i.e. Facebook, Twitter, and LinkedIn)

4.3 Membership starts from the time you are provided with access to the Programme (i.e. immediately after completion of enrolment) and lasts until your Membership terminates as detailed in paragraph 7 below.

5. MEMBERSHIP RULES

5.1 Membership is personal to the person accepting these terms.

5.2 Membership is non-transferable.

5.3 Membership cannot be used by persons other than the Member.

5.4 You shall ensure that no other persons have access to your Member details.

5.5 Other persons in the same household shall not access the Programme, the Benefits or the Social Reporting Service using the identity of the Member and the Member shall be responsible to ensure this is upheld.

5.6 Benefits, access to, and information from the Social Reporting Service are not for resale.

5.7 A Member must promptly notify us on becoming aware of any unauthorised use of their Membership.

6. MEMBERSHIP RENEWAL

6.1 Unless a Member notifies us that he/she wishes to terminate this Agreement (i.e. cancel his/her Membership) by following the instructions in paragraph 7, that Member's Membership will be renewed automatically each month ("**Renewal**") and that Member will be charged the Membership Fee, which will appear on that Member's monthly billing statement.

7. TERMINATION OF MEMBERSHIP AND RIGHTS TO CANCEL

7.1 A Member may terminate this Agreement (i.e. cancel Membership) at any time by:

7.1.1. Calling us on 0800 086 8741; or

7.1.2 By notifying us in writing at: Member Services, Your Social Insights Limited, Building 1, Chalfont Park, Gerrards Cross, Buckinghamshire, England, SL90BG, United Kingdom; or

7.1.3 By emailing us at contact@yoursocialinsights.co.uk; or

7.1.4 Using the "Contact Us" page to cancel the Membership.

7.2 You have the right to cancel this Agreement, for any reason, within 14 days from the day after you entered into this Agreement with us ('the cooling off period'). To exercise the right to cancel under this paragraph, you must inform us of your decision to cancel this Agreement by a clear statement in writing (e.g. a letter sent by post or email), you may use the Model Cancellation Form Template set at the end of these terms and conditions to do this, but this is not obligatory.

7.3 We reserve the right to terminate this Agreement (i.e. cancel Membership) at any time and for any reason. If we do this, we will re-credit to the relevant Member's account any sum deducted by us from the Member's credit card/debit card in respect of any period of Membership for which the

Member has paid but which the Member will not benefit from because we have terminated this Agreement (pro rata if necessary in respect of time and payment). We will do this as soon as possible but in any event within 30 days of termination. We will not be obliged to offer any additional compensation for disappointment suffered or otherwise.

7.4 Termination of this Agreement (and cancellation of Membership) will be effective immediately if the cancellation is conducted through the Customer Service function and within 1 week of the receipt by us of the Member's cancellation through other means of request or our notice to the Member.

7.5 On termination: the Member will not owe any further Membership Fees in addition to those Membership Fees that are already due (and the Member will not be entitled to a refund of any past Membership Fees charged to the Member's account); If the termination is within the 14 days cooling off period then the Member is entitled to cancel without charge, however as the services provided are bespoke to you as a Member and provided instantly, you will not be entitled to a full refund of the Membership Fees paid; and entitlement to access, make use of or benefit from Membership (including the Social Reporting Service) shall cease.

8. MEMBERSHIP FEES AND CONTINUOUS PAYMENT AUTHORITY

8.1 When signing up to be a Member, you provide us with a continuous payment authority ("**CPA**") so that we can collect repayments automatically from your bank account using the credit or debit card you nominate for this purpose.

8.2 Where a Member is offered a Promotional Period of Membership, details of this will be shown on the Programme Website or when the details of the Programme are presented to the Member. A Member can cancel Membership at any time (in accordance with paragraph 7) during the Promotional Period and will only owe us what was stated on the promotion (and where this is a fixed free trial period you will owe us nothing).

8.3 After the Promotional Period (where on is offered), the monthly Membership Fee is payable in advance and will be automatically charged at the end of the Promotional Period or on Renewal by use of CPA to the card details that you provide for this purpose.

8.4 If the attempt for the Membership Fee at after the Trial Period or Renewal is unsuccessful we shall use CPA to make up to fifteen (15) further attempts in a period of 30 days beginning the day after the date that the Membership Fee for that month became due.

8.5 Throughout the period referred to in paragraph 8.4 your access to the Service may be suspended pending receipt of the Membership Fee.

8.6 If you want to cancel the CPA, you may ask us to cancel it by using the contact details found in paragraph 7.1. Please be aware that if you do cancel you will still owe any outstanding Membership Fees as agreed and your access to the Service will be terminated. Cancellation of this CPA will be effective from the date that we receive such notification.

8.7 We reserve the right to review the Membership Fee from time and where we increase the fee we will give Members 30 days' notice on the Programme Website and by notice by email or letter. If the Member does not agree with any such change, the Member may terminate this Agreement under paragraph 7.1 before any such change takes effect.

9. WARRANTIES, BENEFITS & DISCLAIMERS

9.1 We will at all times carry out our obligations under this Agreement with reasonable care and skill. However the social media score and profile which is provided as part of the Social Reporting Service is a brand new concept and as such we are continually evolving our processes to ensure that Members are given a reliable score/profile based upon their social media activity, as such we do not warrant that your social media score will always be accurate and this will evolve and improve over time.

9.2 The Benefits and the Social Reporting Service have been designed for Members in the United Kingdom.

9.3 We are always seeking way in which to improve the Social Reporting Service and to provide new benefits for Members from providers. Accordingly, the Benefits and the particular services offered within the Social Reporting Service (i.e. the Social Score and profile) are continually changing and we do not and cannot represent or warrant that any particular Benefits or elements of the Social Reporting Service will be available at any particular time. We reserve the right to eliminate, add, change and substitute Benefits and/or elements of the Social Reporting Service from time to time without notice to any or all Members.

9.4 A Member agrees that we are not responsible or liable for any Benefits provided by providers and, if a Member has any claims relating:

9.4.1 to Benefits, the Member will make a claim against the relevant provider providing (or purporting to provide) the relevant Benefit; and

9.4.2 Please note that any special offer offered by a vendor/provider through whom you may have enrolled as a Member is the responsibility of that vendor/provider; not us.

9.5 Other than as expressly set out in this Agreement, we make and give no conditions, warranties or other terms, express or implied (including the conditions or warranties as to satisfactory quality or fitness for purpose) with respect to any Benefits, to the Social Reporting Service or in respect of any information provided to a Member.

10. LIABILITY

10.1 This paragraph 10 prevails over all other paragraphs and sets out our entire Liability (as defined below), and your sole and exclusive remedies in respect of: a) the performance, non-performance, purported performance or delay in performance of the contract between us and the

Member; or b) otherwise in relation to the contract between us and the Member or the entering into or performance of the contract between us and the Member; or c) a Member's use of or participation in the Programme or any Benefits or the Social Reporting Service.

10.2 We do not exclude or limit our Liability for things we are not allowed to by law i.e. (i) fraud or fraudulent misrepresentation; (ii) death or personal injury; (iii) any breach of obligations; or (iv) any other Liability which cannot be excluded or limited by applicable law.

10.3 Except for the matters in paragraph 10.2, neither of us shall be responsible for losses that result from our failure to comply with these Terms including, but not limited to, losses that fall into the following categories: (a) loss of income or revenue; (b) loss of actual or anticipated profit; (c) loss of business; (d) loss of anticipated savings; or (e) loss of data. However, this clause 10.3 shall not prevent claims for foreseeable loss of, or damage to, your physical property.

10.4 Save as provided in paragraph 10.2, our total Liability to you or any third party shall in no circumstances exceed, in aggregate, the lesser of (a) a sum equal to 12 months of Membership Fees stated on the enrolment website, or (b) the actual Membership Fees paid by the Member to us in the 12 month period prior to any particular cause of action arising.

10.5 The limitation of Liability under paragraph 10.4 has effect in relation both to any Liability expressly provided in this Agreement and to any Liability arising by reason of the invalidity or unenforceability of any provision of this Agreement.

11. TRADE MARKS, BRANDS ETC.

11.1 We are the operator of the Programme and responsible for the production of the Programme Website. All trade marks, product or service names and company names or logos on the Programme Website and on hard copy Programme materials are the property of their respective owners. We do not give permission in respect of the use of any such trade marks, brand names, product or service names or titles or copyrights and any such use may constitute an infringement of the owners' rights.

12. EVENTS BEYOND OUR CONTROL

12.1 We shall have no liability to any Member for any failure of performance or any delay in performance that is caused by any event or circumstance beyond our control.

13. INVALID PROVISIONS

13.1 If any provision of this Agreement is unenforceable (including any provision in which we exclude or limit our liability) the enforceability of any other part will not be affected.

14. THIRD PARTY RIGHTS

14.1 Except for our affiliates, directors, employees or representatives, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 (the "**Act**") to enforce any term but this does not affect any right or remedy of a third party that exists or is available other than under the Act.

15. ENTIRE AGREEMENT

15.1 This Agreement, together with our Privacy Policy, Acceptable Use Policy and Terms of Use, set out the whole of our agreement relating to the Programme and Membership. Nothing said by any sales person on our behalf should be understood as a variation of this Agreement or as an authorized representation about the nature or quality of the Programme or Membership. Save for fraud or fraudulent misrepresentation, we shall have no liability for any such representation being untrue or misleading. We make no representations or warranties about the accuracy completeness or suitability for any purpose of the information and related graphics published on the Programme Website or in other Programme hard copy materials. From time to time the Programme Website or other hard copy Programme materials may contain technical inaccuracies or typographical errors. Our liability howsoever arising for any such inaccuracies or errors is expressly excluded to the fullest extent permitted by law.

16. NO WAIVER

16.1 Any failure by us to enforce or to exercise at any time or for any period of time any term of, or any right under, this Agreement does not constitute, and shall not be construed as, a waiver of that term or right and shall in no way affect our right later to enforce or to exercise it.

17. WHO WE ARE AND HOW YOU CAN CONTACT US

17.1 We are Your Social Insights Limited a company registered in England and Wales. Our registered office is: Your Social Insights Limited, Building 1, Chalfont Park, Gerrards Cross, Buckinghamshire, England, SL90BG, United Kingdom and our company registration number is 9605013. Except for notice of cancellation which must be by telephone or post, all notices from you to us must be by email response as set out in this Agreement or by post to the address above. Our telephone number is: 0800 086 8741.

18. GOVERNING LAW

18.1 This Agreement shall be deemed to be performed within the United Kingdom and therefore shall be governed by and interpreted in accordance with English Law. The use of the Programme Website is governed by the laws of the United Kingdom. The Agreement (and any dispute, controversy, proceedings or claims of whatever nature in relation to it) shall be governed and interpreted in accordance with English laws Members and we hereby submit to the exclusive jurisdiction of the English courts.

Model Cancellation Form Template

You may use the following format to cancel this Agreement with us, although you are not obliged to do so:

To

Cancellations

**Your Social Insights
Building 1
Chalfont Park
Gerrards Cross
Buckinghamshire**

ENGLAND

SL90BG

UNITED KINGDOM

Email: contact@yoursocialinsights.co.uk

Dear Sirs,

I hereby give notice that I want to cancel my contract for the supply of the following service ordered on (date)

- Programme name**
- Member ID :**
- Full Name:**
- Address (Including Post Code)**

Signed:

Dated:

Last Updated: **July 2018**