



# Terms and Conditions of Business

## Welcome to Social Media Check

These terms and conditions (the **Terms**) govern your access to and use of the Social Media Check services, any Interactive Report we provide, your Account, and the additional services and functionalities provided from time to time by Social Media Check available via the website through which you access these, being either: [www.socialmediacheck.com](http://www.socialmediacheck.com) or [www.socialmediacheck-business.com](http://www.socialmediacheck-business.com) (each the **Site**, as applicable).

## 1 What these Terms do

- 1.1 By clicking to confirm that you accept the Terms and/or continuing to use the Services following our notification of any changes to these Terms, you are agreeing to comply with them.
- 1.2 If you do not agree with these Terms do not click to confirm that you accept them, and/or continue to use the Services, and if you have an Account, please close or de-activate it.
- 1.3 These Terms set out:
  - 1.3.1 who we are;
  - 1.3.2 the terms on which we provide access to the Services to you;
  - 1.3.3 how to close your Account;
  - 1.3.4 how changes can be made to your Account, the Services and these Terms; and
  - 1.3.5 other important information.
- 1.4 In some areas, you will have different rights under these Terms depending on whether you are a Business Customer (as defined below) or an Individual Customer. You are an Individual Customer if:
  - 1.4.1 you are an individual acting in the capacity as a consumer; and
  - 1.4.2 you are purchasing the Services from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).
- 1.5 If you are a Business Customer these Terms constitute the entire agreement between you and us in relation to your use of the Services. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these Terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Terms.

## 2. Information about us and how to contact us

- 2.1 **Who we are.** We are YHH Technologies Ltd, a company registered in England and Wales, trading as Social Media Check. Our company registration number is 10113268 and our registered office is at Mallory House, Goostrey Way, Knutsford, England, WA16 7GY (**we, us, our**).
- 2.2 **How to contact us.** You can contact us by completing the enquiry form available on the Site.

2.3 **How we may contact you.** If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us when you either (a) register for an Account, or (b) place your Order for an Interactive Report.

### 3. There are other terms that may apply to you

3.1 These Terms refer to the following additional terms, which will also apply to your use of the Services:

3.1.1 our **Privacy Policy** which sets out details of how we collect, use and look after your personal data when you visit and use the Site and/or use the Services; and

3.1.2 our **Cookies Policy**, which sets out information about the cookies used on the Site.

3.2 These additional terms can be found on the Site.

### 4. Definitions and Interpretation

4.1 In these Terms, the following words and expressions shall have the following meanings:

|                                     |   |
|-------------------------------------|---|
| <b>Account</b>                      | the account created on the Portal as part of our on-line sign-up process for Business Customers;  |
| <b>Business Customer</b>            | the firm, company or other legal business entity the Account is created for or on behalf of;  |
| <b>Certificate</b>                  | the certificate generated by the Social Media Check Service to accompany the relevant Interactive Report;   |
| <b>Contract</b>                     | has the meaning given Condition 5.1;  |
| <b>Data Protection Legislation</b>  | means: <ul style="list-style-type: none"><li>a) to the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data;</li><li>b) to the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which Social Media Check is subject, which relates to the protection of personal data;</li></ul> |
| <b>Findings</b>                     | a finding of the content and material identified by the Social Media Check Service and contained within an Interactive Report and a Certificate, being such material, which may include and amount to Targeted Content as selected by the Customer (as applicable);   |
| <b>Individual Data</b>              | any data in any form provided directly by an Individual Customer or a Subject, or obtained via the Social Media Check Service and produced within the Interactive Report as a Finding;  |
| <b>Individual Customer</b>          | an individual that meets the criteria set out in Condition 1.4;   |
| <b>Intellectual Property Rights</b> | any and all copyrights, moral rights, related rights, patents, supplemental protection certificates, petty patents, utility models, trademarks, trade names, service marks, design rights, database rights, website rights, semi-conductor topography rights, domain name rights, rights in undisclosed information, rights in get up, goodwill or to sue for passing   |

off, unfair completion rights, and other similar intellectual property rights (whether registered or not) and applications for any such rights as may exist anywhere in the world;

|                                   |  |
|-----------------------------------|--|
| <b>Interactive Report</b>         | an interactive report generated by the Social Media Check Service on the Social Media Accounts of an Individual Customer or Subject documenting the Findings (if any);   |
| <b>Order</b>                      | has the meaning given in Condition 5.1;  |
| <b>Portal</b>                     | the portal made available to Business Customers via <a href="https://portal.socialmediacheck.com/in">https://portal.socialmediacheck.com/in</a> order to access and use the Account;   |
| <b>Report Token</b>               | in respect of Business Customers only, a pre-purchased credit on the Account and used to Order an Interactive Report;  |
| <b>Services</b>                   | the services made available via the Site and / or the Portal from time to time, comprising of the Social Media Check Service, the Account and any additional services and functionalities provided via the Site and/or the Portal from time to time;   |
| <b>Social Media Account</b>       | the social media account(s) of an Individual Customer or a Subject which are selected by such Individual Customer or Subject to be included within the Social Media Check Service;   |
| <b>Social Media Account Terms</b> | the relevant third-party provider's terms and conditions for the access to the Social Media Accounts;  |
| <b>Social Media Check Service</b> | the automated scanning and checking service conducted on the digital content including the text, images/photographs and (optionally) video contained within the relevant Social Media Accounts in order to generate the Findings;  |
| <b>Subject</b>                    | those individuals, prospective or current employees, agents, independent contractors or other third parties on the behalf of which a Report has been purchased by a Business Customer, and the term <b>Subjects</b> shall be construed accordingly;  |
| <b>Targeted Content</b>           | has the meaning set out in Condition 8.1.2(a);   |
| <b>Virus</b>                      | anything or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices, and <b>Viruses</b> shall be construed accordingly. |

4.2 Condition headings shall not affect the interpretation of these Terms and references to **Conditions** are to the Conditions of these Terms.

4.3 For the purpose of this Contract, the terms **controller, processor, personal data, personal data breach** and **processing** shall have the meaning given to them in the Data Protection Legislation.

4.4 A reference in these Terms to:

- 4.4.1 a person shall include an individual, company, limited liability partnership, corporate firm, partnership, joint venture, association, trusts or unincorporated bodies and associations (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns;
- 4.4.2 the singular shall include the plural and vice versa and a reference to one gender shall be a reference to the other gender and matter and vice versa;
- 4.4.3 a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and such statute or statutory provision shall include any subordinate legislation made from time to time under that statutory provision;
- 4.4.4 writing or written excludes fax but includes email;
- 4.4.5 include, including and in particular or anything similar are illustrative only and none of them shall limit the sense of the words preceding or following them and each of them shall be deemed to incorporate the expression without limitation.

## 5. Ordering an Interactive Report

5.1 The point when a contract is formed between you and us when you place an order for an Interactive Report (your **Order**) will be dependent upon whether you are an Individual Customer or a Business Customer, as set out below:

- 5.1.1 if you are an **Individual Customer**, when you place your Order for an Interactive Report via the Site, we will email you to acknowledge your Order. Our acceptance of your Order will take place when you click to confirm your consent to undertake the Social Media Check Service to be conducted (such consent confirmation is set out in our acknowledgement email) and make payment in accordance with Condition 7; or
- 5.1.2 if you are a **Business Customer**, you may place an Order for an Interactive Report for, and on the behalf of, a Subject via your Account. Our acceptance of your Order will take place when you login to your Account and make payment in accordance with Condition 7 (including the purchase of Report Tokens);

at which point a contract will come into existence between you and us (the **Contract**).

5.2 If you wish to make a change to your Order, please contact us. We will let you know if the change is possible. If it is possible, we will let you know about any changes to the price of your Order, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

5.3 If you are an Individual Customer or a Subject, you may be sent an email containing a link to allow you access the Interactive Report. If clicked, the Interactive Report will be available for you to review online within the linked web browser.

5.4 If you are a Business Customer, a copy of the relevant Subject's Interactive Report will be made available within your Account.

5.5 Subject to Condition 5.6:

- 5.5.1 the Individual Customer will own an Interactive Report when we have received payment in full; and
- 5.5.2 the Business Customer will be entitled to access in its Account each Interactive Report for a period of 12 months from the date of generation of such Interactive Report, after which period such Interactive Report is automatically deleted, or during the term of the Contract (whichever is shorter).

5.6 The Individual Customer or Subject (as applicable) shall own all rights, title and interest in, and to all of the Individual Data. If you are a Subject, you hereby grant a non-exclusive, perpetual, royalty free licence to the relevant Business Customer who has paid for the Interactive Report, to access your Individual Data contained within such Interactive Report in accordance with the conditions of these Terms.

## **6. When an Interactive Report and / or the Services may not be available**

6.1 We may contact you to say that we do not accept your Order. This is typically for the following reasons:

6.1.1 unexpected limits on our resources which we could not unreasonably plan for;

6.1.2 we cannot authorise your payment; or

6.1.3 we have identified an error in the price or description of an Interactive Report and / or the Services.

6.2 **We are not responsible for delays outside our control.** If the supply of the Services and / or an Interactive Report is delayed by an event outside our control, then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the Contract and receive a refund for any Interactive Report you have paid for but not received. If you are a Business Customer who has allocated a Report Token to such delayed supply of Services, you may be entitled to receive a refund of such Report Token to your Account, and we will confirm this to you in such circumstances.

### **6.3 What will happen if you do not give required information to us.**

We may need certain information from you so that we can supply the Services and / or an Interactive Report to you. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the Contract (and Condition 20 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result.

We will not be responsible for supplying the Services and / or an Interactive Report late or not supplying any part of them if this is caused by you not giving us the information we need, within a reasonable time of us asking for it.

### **6.4 Reasons we may suspend the supply of an Interactive Report and/or the Services to you.**

We may have to suspend the supply of an Interactive Report and / or the Services:

6.4.1 if you are a Business Customer and the Subject does not select any Social Media Accounts for us to provide the Services in respect of when prompted or required to do so;

6.4.2 if you are the Individual Customer and you do not select any Social Media Accounts for us to provide the Services in respect of when prompted or required to do so;

6.4.3 where access to the relevant Social Media Accounts which is required to provide the Services is no longer available;

6.4.4 to deal with technical problems or make minor technical changes;

6.4.5 to update the Services to reflect changes in relevant laws and regulatory requirements;

6.4.6 to make changes to an Interactive Report and / or the Services as requested by you or notified by us to you; or

6.4.7 if you do not pay us for an Interactive Report when you are supposed to (see Condition 7.4) and you still do not make payment within 7 days of us reminding you that payment is due.

We may suspend supply of an Interactive Report and / or the Services until you have paid us the outstanding amounts.

We will contact you to tell you we are suspending supply of an Interactive Report and / or the Services. We will not suspend the supply of an Interactive Report and / or the Services where you dispute the unpaid invoice (see Condition 7.8).

We will not charge you for an Interactive Report and / or the Services during the period for which they are suspended. As well as suspending an Interactive Report and/or the Services we can also charge you interest on your overdue payments (see Condition 7.7).

## 6.5 **Your rights if we suspend the supply of an Interactive Report and / or the Services.**

We will contact you in advance to tell you we will be suspending supply of an Interactive Report and / or the Services, unless the problem is urgent or an emergency.

If we have to suspend the supply of an Interactive Report and / or the Services, we will adjust the price so that you do not pay for any Interactive Report and / or the Services while they are suspended.

You may contact us to end the Contract for an Interactive Report and / or the Services if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 1 month and we will refund any sums you have paid in advance for any Interactive Report in respect of the period after you end the Contract. If you are a Business Customer who has allocated a Report Token to such delayed supply of Services, you may be entitled to receive a refund of such Report Token to your Account, and we will confirm this to you in such circumstances.

## 7. **Price and payment**

### 7.1 **Where to find the price for an Interactive Report.**

The price of the Interactive Report:

7.1.1 for an Individual Customer purchased via the Site will include VAT; and

7.1.2 for a Business Customer purchased via the Site will exclude VAT;

and will be the price indicated to you at the point when you place your Order.

We take all reasonable care to ensure that the price of an Interactive Report advised to you is correct. However, please see Condition 7.3 to understand what will happen if we discover an error in the price of an Interactive Report.

### 7.2 **We will pass on changes in the rate of VAT.**

If the rate of VAT changes between the date you request an Interactive Report and the date we supply the Interactive Report, we will adjust the rate of VAT that you pay, unless you have already paid for the Interactive Report in full before the change in the rate of VAT takes effect.

### 7.3 **What happens if we got the price wrong.**

It is always possible that, despite our best efforts, we may sell an Interactive Report which is incorrectly priced.

We will normally check prices before accepting your Order so that, where an Interactive Report's correct price on the date of your Order is less than our stated price at such date, we will charge the lower amount.

If an Interactive Report's correct price on the date you place your Order is higher than the price stated to you, we will contact you for your instructions before we accept your Order.

7.4 **When you must pay and how you must pay.**

You must pay for an Interactive Report at the time of placing your Order. We accept the following methods of payment:

7.4.1 **for all Customers:** Visa, Visa Debit and Mastercard via our Stripe™ payment service; and

7.4.2 **for Business Customers only,** you may purchase Report Tokens at any time and Report Tokens purchased prior to placing your Order may be applied to the Order up to the value of the Order.

7.5 **Report Tokens – this Condition only applies to Business Customers:** you can pay in advance for Report Tokens which will be available on your Account and can be applied at any time to an Order for an Interactive Report. Please note that all Report Tokens are non-refundable and may only be transferred to another Account-holder with our prior consent.

7.6 **Our right of set-off if you are a Business Customer.**

If you are a Business Customer you must pay all amounts due to us under these Terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

7.7 **We can charge interest if you pay late.**

If you do not make any payment to us by the due date, we may charge interest to you on the overdue amount at the rate of 8% a year above the base lending rate of the Bank of England from time to time.

This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

7.8 **What to do if you think an invoice is wrong.**

If you think an invoice is wrong, please contact us at [accounts@socialmediacheck.com](mailto:accounts@socialmediacheck.com) promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

**8. Your obligations**

8.1 When accessing and using an Interactive Report and / or the Services:

8.1.1 you must access and use the Services and any Interactive Report in accordance with these Terms and the Social Media Account Terms;

8.1.2 you acknowledge and agree that:

(a) the Social Media Check Service is software designed to identify digital content which may constitute:

- Extremist Groups
- Hate Speech
- Potential Nudity
- Swearing & Profanity
- Toxic Language
- Violent Images
- Drugs
- Weapons
- Firearms
- Client Keywords (in respect of Business Customers only)

**(Targeted Content).**

8.1.3 YHH Technologies Ltd does not warrant or guarantee that any and/or all digital content which may constitute Targeted Content will be identified by the Social Media Check Service and / or included within an Interactive Report as a Finding;

8.1.4 you acknowledge and agree that:

- (a) Findings may contain anomalies and identify material that does not constitute any Targeted Content;
- (b) the Social Media Check Service generates findings in accordance with the digital content in existence on the Social Media Accounts **at the time such services are provided**. Any digital content that comes into existence after such time shall not be included as part of the Social Media Check Service and / or any Interactive Report;

8.1.5 if you are a Business Customer:

- (a) you must ensure that you have all necessary consents from the relevant Subjects before providing their personal information and contact details to us;
- (b) you must access and use your Account in accordance with these Terms, and:
  - (i) keep your password and login credentials for your Account secure and confidential;
  - (ii) use all reasonable endeavours to prevent any unauthorised access to, or use of, your Account, in the event of any such unauthorised access or use, promptly notify us;
  - (iii) except as expressly permitted under these Terms., not attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of your Account in any form or media or by any means.

Without limiting any other provision, you may copy and/or download and/or transmit and/or distribute any Report;

- (iv) not attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of your Account (this means that you cannot attempt to take-apart or deconstruct any part of your Account and/or the software it comprises of);
- (v) not access all or any part of your Account in order to build a product or service which competes with the Services;
- (vi) not license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make your Account available to any third party; or
- (vii) not access, store, distribute or transmit, upload or allow to be uploaded to your Account, any Viruses, or any material that:
  - (A) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
  - (B) facilitates illegal activity, depicts sexually explicit images, promotes unlawful violence or is discriminatory;
  - (C) is discriminatory based on race, gender, colour, religious belief, sexual orientation of disability; and
  - (D) is otherwise illegal or causes damage or injury to any person or property;

- (c) you must access and use any Interactive Report and/or Certificate we supply to you in accordance with these Terms and the Social Media Account Terms, and;
  - (i) not use any Interactive Report and / or Certificate to discriminate against a Subject based on their ethnicity, national origin, religion, age, sex, sexual orientation, gender identity, pregnancy, parental or family status, disability, or medical or genetic condition;
  - (ii) not to use any Interactive Report and / or Certificate to conduct surveillance on a Subject, including for any security or law enforcement purposes;
- (d) you acknowledge and agree that:
  - (i) any Certificate we may provide in addition to a Subject's Interactive Report, is confirmation of whether any Findings have been identified within such Subject's Interactive Report and (as the Certificate does not provide a description of the Findings identified within the relevant Interactive Report) the Certificate simply highlights the possibility of potential risks with material posted. You must, and are responsible for, reviewing any Findings set out in the Interactive Report and making your own assessment of the same; and
  - (ii) some Findings are made viewable within an Interactive Report via a hyperlink to the relevant Subject's Social Media Account, however due to the privacy settings that may be in operation on such Social Media Accounts, part and / or all of such Findings may be inaccessible or unviewable.

## 8.2 If you are a Business Customer:

- 8.2.1 you shall indemnify, and keep fully indemnified, and hold YHH Technologies Ltd harmless against any claims, damages, losses, liabilities, costs, and expenses (including reasonable legal fees) arising out of or relating to any breach by you and/or any Subject of these Terms and/or the Social Media Account Terms; and
- 8.2.2 you represent and warrant to YHH Technologies Ltd that, you have and shall at all times ensure that you have all necessary rights, licences, consents, authorisations and permissions necessary in order for YHH Technologies Ltd to perform its obligations under these Terms, including the consent of any Subject to the sharing of their name and email address to us in order to provide them with an Interactive Report you have purchased on their behalf.

## 9. Updates

- 9.1 We may amend or update these Terms from time to time to reflect changes in relevant laws, regulatory requirements, best practice or to deal with additional features which we may introduce to the Services. The Terms which are in force on our Site at the time you place your Order shall apply to your Order. You are responsible for reviewing these Terms, and for ensuring that you understand the basis upon which we provide the Services, therefore please check them regularly. We will not notify you by email or otherwise to inform you that our Terms have been updated.
- 9.2 **If you are a Business Customer**, by continuing to access your Account and / or the Services following any update to these Terms, you agree to the update, and agree to comply with these Terms as updated or amended. If you do not agree to such update, then please do not continue to access your Account, and / or use the Services.
- 9.3 We may at our sole discretion update (either automatically or otherwise), modify, suspend or discontinue the Services and / or your Account at any time. We may automatically update your Account and/or the Services to improve or enhance functionality or address security issues.

**10. If there is a problem with the Services and / or an Interactive Report.**

If you have any questions or complaints about the Services and/or an Interactive Report, please contact us as follows:

10.1.1 **By email** to customer services at [admin@socialmediacheck.com](mailto:admin@socialmediacheck.com); or

10.1.2 **By post.** Write to us at YHH Technologies Limited, Mallory House, Goostrey Way, Knutsford, Cheshire, WA16 7GY.

**11. Limitations to an Interactive Report and / or the Services**

11.1 You acknowledge and accept that:

11.1.1 the Services are provided on an “AS IS” and “AS AVAILABLE” basis only and therefore we do not warrant that your use of the Services will be uninterrupted or error-free;

11.1.2 the Social Media Check Service generates Findings within Interactive Reports by analysing digital content including written text, images / photographs and optionally video content (subject to the type of Interactive Report in your Order), and due to the nature of the Social Media Accounts, the type of digital content which is analysed as part of the Social Media Check Service may vary depending upon the platform.

Further information regarding the type and form of digital content included within the Social Media Check Service for each Social Media Account can be found here:

[www.socialmediacheck-business.com/scopeofthecheck/](http://www.socialmediacheck-business.com/scopeofthecheck/)

11.1.3 you are responsible for ensuring you have placed an Order for the correct type of Interactive Report that will encompass the required scope of digital content analysis that is suitable for your purposes;

11.1.4 any Findings generated within an Interactive Report may contain information and content which is deemed offensive, harmful, inaccurate or otherwise violent. Whilst an Interactive Report will contain headings to notify the reader as to the type of content contained within an Interactive Report, we cannot guarantee that the reader shall be warned or notified of such content before reviewing any Interactive Report or that the reader will not suffer harm or distress when reading such material;

11.1.5 we are not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and therefore the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities;

11.1.6 the content provided via the Services is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content provided via the Services;

11.1.7 although we make reasonable efforts to update the information provided via the Services, we make no representations, warranties or guarantees, whether express or implied, that the content provided via the Services is accurate, complete or up to date; and

11.1.8 the information and Findings (if any) provided within an Interactive Report is designed to summarise to an Individual Customer or a Subject any content or material risk that may constitute Targeted Content.

However, YHH Technologies Ltd does not warrant or guarantee that any and / or all digital content which constitutes Targeted Content shall be identified by the Social Media Check Service and/or included within an Interactive Report as a Finding;

11.1.9 we do not guarantee that any information and / or Findings (if any) contained within an Interactive Report is exhaustive, complete or accurate, and / or relates to the Individual or Subject in question;

11.1.10 the information and Findings (if any) provided within an Interactive Report are generated using software and algorithms which are designed to detect content which may be Targeted Content.

Such software and algorithms are sensitive and use machine learning in order to detect such content, and may inadvertently generate Findings within an Interactive Report which (in a person's reasonable opinion) would not constitute Targeted Content, and therefore such Findings are an anomaly.

We classify these findings as "false positives" and as such, the Individual Customer or Subject, and/or the Business Customer requesting the check must consider that such false positives are likely to be included on occasion within an Interactive Report;

11.1.11 Social Media Check does not guarantee that any and / or all information or Findings (if any) contained within an Interactive Report shall constitute as bona-fide, genuine instances of finding(s) that can be genuinely classified as Targeted Content;

11.1.12 the Services and / or any Interactive Report are provided as an aid to enable an Individual Customer and / or the Subject to quickly identify digital content which may shall constitute as bona-fide, genuine instances of finding(s) that can be genuinely classified as Targeted Content;

The Findings (if any) generated within an Interactive Report, are an aid for the relevant Individual Customer or Subject to monitor their own digital content and direct the Individual Customer, Subject and / or Business Customer to the original source of the digital content on the relevant Social Media Accounts for their consideration.

The Individual Customer and/or Business Customer acknowledge and agree that any Findings identified within an Interactive Report are not to be relied upon and the Individual Customer and/or Business Customer (as applicable) remain solely responsible for assessing the original source of the relevant digital content on the relevant Social Media Accounts.

11.1.13 the information and Findings (if any) provided within an Interactive Report and / or the Services should not be used in isolation or otherwise to make any decision about a Subject, such as eligibility for employment, housing or benefits, receipt of a service, membership of an organisation or an insurance policy or whether the Subject constitutes as a security, immigration and / or national security threat.

## **12. Fair Usage Policy – Interactive Report**

12.1 The scope of an Interactive Report depends on the type of Interactive Report in your Order. Certain types of the Interactive Report are only available to Business Customers.

12.2 You acknowledge and accept that (i) the Services are provided in accordance with the terms of our fair usage policies and that these policies vary in respect of each Social Media Account and the relevant Social Media Account Terms, and (ii) the content of the Interactive Report we provide to you will depend on the information which we are able to access through such social media platforms in accordance with their fair usage policies. For more information on the scope of the Interactive Report that is available to you, please see <http://www.socialmediacheck-business.com/scopeofthecheck/>, but please note that the fair usage policies of the Social Media Account Terms may change from time to time, which may affect the scope of the Interactive Report that we can provide to you.

## **13. Our responsibility for loss or damage suffered by you– this Condition applies only to Individual Customers**

13.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking the

Contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Contract was made, both we and you knew it might happen, for example, if you discussed it with us before placing your Order.

- 13.2 **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; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Services and / or an Interactive Report as summarised at Condition 18.1 and for defective products under the Consumer Protection Act 1987.
- 13.3 **When we are liable for damage caused by defective digital content.** If defective digital content which we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill we will either repair the damage or pay you compensation. However, we will not be liable for damage which you could have avoided by following our advice to apply an update offered to you free of charge.
- 13.4 **We are not liable for business losses.** If you are an Individual Customer, we only supply the Services and/or a Interactive Report to you for domestic and private use. If you use an Interactive Report and/or the Services for any commercial, business or re-sale purpose our liability to you will be limited as set out in Condition 14.
- 14. Our responsibility for loss or damage suffered by you– this Condition applies only to Business Customers**
- 14.1 Nothing in these Terms shall limit or exclude our liability for:
- 14.1.1 death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
  - 14.1.2 fraud or fraudulent misrepresentation;
  - 14.1.3 breach of the Terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
  - 14.1.4 any matter in respect of which it would be unlawful for us to exclude or restrict liability.
- 14.2 Except to the extent expressly stated in Condition 14.1, all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.
- 14.3 Subject to Condition 14.1:
- 14.3.1 we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us; and
  - 14.3.2 our total liability to you for all other losses arising under or in connection with the Contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to 100% of the total sums paid by you for a Interactive Report under such Contract.
- 14.4 For the avoidance of doubt, where the Customer is a Business Customer, our total liability under the Contract is to such Business Customer, and we shall not be liable to any Subject whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss arising from damage or loss of, or corruption to, data, or any indirect or consequential loss arising under or in connection with any contract between us and the Business Customer. The Business Customer shall remain liable for the acts or omissions of a relevant Subject and indemnify YHH Technologies Ltd in accordance with Condition 8.2.

**15. Your rights to end the Contract**

15.1 Your rights when you end the Contract will depend on whether there is anything wrong with your Interactive Report, how we are performing the Services, when you decide to end the Contract and whether you are an Individual Customer or a Business Customer:

15.1.1 **If you are an Individual Customer:**

(a) **if what you have bought is faulty or misdescribed you may have a legal right to end the Contract** (or a service re-performed or to get some or all of your money back), please see Condition 18; or

(b) if you want to end the Contract because of something we have done or have told you we are going to do, please see Condition 16; and

15.1.2 **If you are a Business Customer**, please see Condition 19.3.

15.2 Upon expiry or termination for any reason:

15.2.1 all rights granted to you under these Terms shall cease;

15.2.2 you must cease all activities authorised by these Terms;

15.2.3 Conditions 13, 14, 11, 23.6, and 23.7 shall continue in full force and effect.

**16. Ending the contract because of something we have done or are going to do – this Condition applies only to Individual Customers**

16.1 If you are ending the Contract for a reason set out below, the Contract will end immediately and we will refund you in full for any Interactive Report which has not been provided and you may also be entitled to compensation. The reasons are:

16.1.1 we have told you about an upcoming change to an Interactive Report, the Services or these Terms which you do not agree to (see Condition 7);

16.1.2 we have told you about an error in the price or description of an Interactive Report you have requested and you do not wish to proceed;

16.1.3 there is a risk that supply of an Interactive Report may be significantly delayed because of events outside our control;

16.1.4 we have suspended supply of the Interactive Reports for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 1 month; or

16.1.5 you have a legal right to end the Contract because of something we have done wrong.

**17. Exercising your right to change your mind (Consumer Contracts Regulations 2013) - this Condition applies only to Individual Customers**

17.1 If you are an Individual Customer, for some products you have a legal right as a consumer to change your mind within 14 days and receive a refund. Your right as a consumer to change your mind during this period does not apply in respect of:

17.1.1 digital products after you have started to download these (such as when you click to view the Interactive Report); or

17.1.2 services, once these have been completed;

even if the 14-day cancellation period is still running.

- 17.2 Upon our acceptance of your Order in accordance with Condition 5.1.1, the Social Media Check Service shall automatically be conducted and your Interactive Report shall be generated and delivered immediately to you via email. By clicking accept to these Terms and placing your Order, you acknowledge and agree that an Interactive Report, as immediately available digital content, shall be made automatically available to you and you will not have a right to change your mind.

**18. Your rights in respect of a defective Interactive Report and / or Services– this Condition only applies to Individual Customers**

- 18.1 If you are an Individual Customer, we are under a legal duty to supply the Services and any Interactive Report in conformity with these Terms. See the box below for a summary of your key legal rights in relation to the Services and an Interactive Report. Nothing in these Terms will affect your legal rights.

**Summary of your key legal rights**

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.

An Interactive Report is digital content, and the Consumer Rights Act 2015 says digital content must be as described, fit for purpose and of satisfactory quality:

- a) If your digital content is faulty, you're entitled to a repair or a replacement;
- b) If the fault can't be fixed, or if it hasn't been fixed within a reasonable time and without significant inconvenience, you can get some or all of your money back; and
- c) If you can show the fault has damaged your device and we haven't used reasonable care and skill, you may be entitled to a repair or compensation.

**19. How to end the Contract with us.**

To end the Contract with us, please provide us with details of your Order by doing one of the following:

19.1.1 **By email** to customer services at [admin@socialmediacheck.com](mailto:admin@socialmediacheck.com); or

19.1.2 **By post.** Write to us at YHH Technologies Limited, Mallory House, Goostrey Way, Knutsford, Cheshire, WA16 7GY.

**19.2 How we will refund you.**

If you are entitled to a refund under these Terms, we will refund you the price you paid for the relevant Interactive Report by the method you used for payment as soon as possible. However, we may make deductions from the refunded amount where we are entitled to do so. If you are a Business Customer, you have no right to a refund in respect of any Report Tokens on your Account.

**19.3 Where you are a Business Customer and you wish to end the Contract and close your Account:**

19.3.1 If you wish to close your Account, please email us to confirm that you wish to do so to the following address - [admin@socialmediacheck.com](mailto:admin@socialmediacheck.com).

19.3.2 Subject to Condition 19.3.3, you must provide 90 days' notice in order to close your Account, and this period shall start to run from the date you send your email to us in accordance with this Condition 19.3. Your Account will be deactivated after this 90 day period has expired.

19.3.3 Where you wish to close your Account and end the Contract because we have committed a material breach of the Contract, you must provide written notice to us by email in accordance with this Condition 19.3 and the Contract shall terminate with immediate effect.

- 19.3.4 Subject to Condition 19.3.5, please note that any Report Tokens linked to your Account are non-refundable. You may use Report Tokens for the Services up to the date that your Account is deactivated. On the deactivation of your Account, you will lose the balance of any remaining Report Tokens and will not receive any compensation in respect of such Report Tokens.
- 19.3.5 Where you have terminated the Contract in accordance with Condition 19.3.3, you may be entitled to receive a refund of the Report Tokens (if any) on your Account as at the date of the alleged breach by us, and we will confirm this to you in such circumstances.
- 19.3.6 On the deactivation of your Account for any reason, all licences and rights granted to you under these Terms shall immediately cease and automatically terminate and you will no longer be able to login to your Account.
- 19.3.7 On the deactivation or closure of your Account for any reason, none of the rights, remedies, obligations or liabilities of you or Social Media Check that have accrued up to the date your Account was closed (including the right to claim damages in respect of any breach of these Terms existing at or before the date your Account was deactivated or closed) shall be affected by such closure of your Account.
- 19.3.8 Any provision of these Terms that expressly or by implication is intended to come into or continue in force on or after closure of your Account shall remain in full force and effect.

## **20. Our rights to end the Contract with you**

- 20.1 **We may end the Contract if you break it.** We may end the Contract for an Interactive Report at any time by writing to you if:
  - 20.1.1 you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due; or
  - 20.1.2 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Services and / or an Interactive Report including access to any Social Media Accounts.
- 20.2 **If you are a Business Customer,** we may terminate the Contract and your right to access and use your Account and/or the Services:
  - 20.2.1 immediately if you commit a material or persistent breach of these Terms; or
  - 20.2.2 if the Account in respect of which your login credentials are associated, is terminated; or
  - 20.2.3 if we, or any administrator of the Account in respect of which your login credentials are associated, de-activates your login credentials.
- 20.3 **You must compensate us if you break the Contract.**  
If we end the Contract in the situations set out in this Condition 20, we will refund any money you have paid in advance for an Interactive Report that we have not provided. We may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking of the Contract.

## **21. Intellectual Property Rights**

- 21.1 You acknowledge and agree that YHH Technologies Limited and / or its licensors own all Intellectual Property Rights in the Services. Except as expressly stated in these Terms, these Terms do not grant to you any rights to, or in, any Intellectual Property Rights in respect of the Services.

## 22. Data and Privacy

- 22.1 The Individual Customer or Subject shall own all right, title and interest in and to all of the Individual Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Individual Data (as appropriate).
- 22.2 Under Data Protection Legislation, we are required to provide certain information about who we are, how we process personal data and for what purposes and individual's rights in relation to their personal data and how to exercise them. This information is provided in our Privacy Policy <https://socialmediacheck.com/privacy-policy>. **If you are an Individual Customer**, we will act as a controller of your personal data and will process your personal data in accordance with our Privacy Policy.
- 22.3 **Where you are a Business Customer**, you and we acknowledge that for the purposes of the Data Protection Legislation, you are the controller and we are the processor in respect of personal data relating to any third party which we access or otherwise process in the course of providing the Services to you or otherwise in relation with this Contract. The following additional terms shall apply in these circumstances:
- 22.3.1 you will ensure that you have all necessary appropriate consents and notices in place to enable lawful transfer of personal data to us for the duration and purposes of the Contract;
- 22.3.2 We shall, and shall procure that any sub-processor shall, in relation to any personal data that we process:
- (a) process that personal data only on your written instructions;
  - (b) keep the personal data confidential;
  - (c) comply with your reasonable instructions with respect to processing personal data and with your data protection policies as notified to us from time to time;
  - (d) not transfer any personal data outside of the UK;
  - (e) assist you at your cost in responding to any data subject access request and to ensure compliance with your obligations under the Data Protection Legislation with respect to security, breach notifications, privacy impact assessments and consultations with supervisory authorities or regulators;
  - (f) notify you without undue delay on becoming aware of a personal data breach or communication which relates to either your or our compliance with the Data Protection Legislation; and
  - (g) at your written request, delete or return personal data (and any copies of the same) to you on termination of the Contract unless required by the Data Protection Legislation to store such personal data;
- 22.3.3 we shall take all steps, and comply with all requirements notified by you from time to time to allow you to maintain appropriate technical or organisational measures from time to time, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures.
- 22.3.4 you and we have agreed the following description of the data processing activities that we will undertake in respect of personal data processed in connection with the Contract:

|  |   |
|--|---|
| <b>Subject matter and duration of the processing</b> | Personal data which is provided to, accessed by or created by us in connection with the provision of the Services by us. We will only process such personal data for as long as is required to comply with the Contract and/or to provide the Services or where it is required to store such personal data in order to comply with laws or for regulatory purposes. |
| <b>Nature and purpose of the processing</b>          | Processing of personal data in order to perform our obligations and in particular to provide the Services to you.   |
| <b>Type of personal data</b>                         | Personal data may include names, addresses, email addresses and special categories of data relating to data subjects whose information is controlled or processed by you.   |
| <b>Categories of data subjects</b>                   | Your employees, agents and contractors, and any Subject.  |

### 23. Other important terms

- 23.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these Terms to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer, you may contact us to end the Contract within 1 month of us telling you about the transfer.
- 23.2 **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these Terms to another person if we agree to this in writing. We may not agree if you are seeking to transfer your rights to a person or entity who is deemed, in our reasonable opinion, a competitor of Social Media Check.
- 23.3 **Nobody else has any rights under the Contract.** The Contract is between you and us. No other person shall have any rights to enforce any of its Terms. Neither of us will need to get the agreement of any other person in order to end the Contract or make any changes to these Terms.
- 23.4 **If a court finds part of the Contract illegal, the rest will continue in force.** Each of the Conditions of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining Conditions will remain in full force and effect.
- 23.5 **Even if we delay in enforcing the Contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your breaking the 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. For example, if you miss a payment and we do not chase you but we continue to provide the Services, we can still require you to make the payment at a later date.
- 23.6 **Which laws apply to the Contract and where you may bring legal proceedings if you are an Individual Customer.** These terms are governed by English law and you can bring legal proceedings in respect of the Services in the English courts. If you live in Scotland, you can bring legal proceedings in respect of the Services in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the Service in either the Northern Irish or the English courts.
- 23.7 **Which laws apply to the Contract and where you may bring legal proceedings if you are a Business Customer.** If you are a Business Customer, any dispute or claim arising out of or in connection with the Contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.