



LINKPOINT MEMBERSHIP TERMS - GENERAL

Your attention is drawn to clause 16 (Liability)

1. INFORMATION ABOUT US

- 1.1. We operate the website www.linkpoint.uk. We are Love-Loyalty Limited, trading as LinkPoint (“**LinkPoint**”), a company registered in England and Wales under company number 13451298 and with our registered office at 123 High Street, Maldon, Essex, United Kingdom, CM9 5BS. This is also our main trading address. To contact us, please see our Contact Us page.
- 1.2. All references to “**we**”, “**our**” and “**us**” are references to LinkPoint. All references to “**you**” and “**your**” (and other similar references, which shall be construed accordingly) are references to you as a Personal Member and/or Business Member, Premium Personal Member and/or Premium Business Member, or Elite Personal Member and/or Elite Business Member (as defined in clause 3 below) as the case may be (collectively, “**Members**”).

2. THESE TERMS

- 2.1. These membership terms (together with our Privacy Policy and Cookie Policy) tells you information about us and the legal terms and conditions (“**Terms**”) on which you may participate in the LinkPoint network (the “**Network**”) and use the LinkPoint platform (the “**Platform**”), which can be found at www.linkpoint.uk (our “**Site**”).
- 2.2. These Terms will apply to any use of the Platform, Network and our Site and any contract where we supply services (“**Services**”) to you via the Platform. Please note that by using our Site and/or logging in and using the Platform, you agree to be bound by these Terms and the other documents expressly referred to in them.
- 2.3. From time to time, we may upload additional terms and conditions for one-off or optional elements of the Platform, which we may introduce from time to time. Your participation in such one-off or optional elements of the Platform will be considered as having accepted the relevant additional terms and conditions.
- 2.4. We may change these Terms at any time without any notice. Any such change shall take effect on the next occasion when you access the Platform. Any such new terms may be displayed on-screen when you next use the Platform and you may be required to read and accept them in order to continue your use of the Platform.
- 2.5. You will be assumed to have obtained permission from the owners of any mobile phones or other computing devices with internet functionality (each a “**Device**”) that are controlled, but not owned, by you which you may use to access or use the Platform. You and they may be charged by your and their service providers for internet access on the Devices. You accept responsibility in accordance with these Terms for the use of the Platform on any such Device, whether or not it is owned by you.
- 2.6. You acknowledge that we will process your Personal Data (as defined in the Privacy Policy) on the basis set out in our [Privacy Policy](#) and accept that we will process some of your Personal Data in order to deliver the Platform and Services to you in accordance with these Terms. You must read our Privacy Policy. You can review our Privacy Policy at any time when using our Platform. You warrant that any Personal Data that you provide to us is accurate, complete and up to date in all respects.

- 2.7. You acknowledge and agree that internet transmissions are never completely private or secure and that any message or information you send using the Platform or any Service may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

3. JOINING THE NETWORK

- 3.1. In order to use the Platform and join the Network, you will need to register and create an account with us using the Platform (**Account**). You agree that you will be solely responsible for all activity that occurs under your Account, and you agree to maintain the security and secrecy of your Account username and password. You must notify us immediately of any breach of security or unauthorised use of your Account that you become aware of. We have the right to disable any user identification name or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these Terms.
- 3.2. You confirm that the information you provide when creating your Account is accurate and complete, and that you will update us through the Platform as and when your information changes.
- 3.3. By setting up an Account, you warrant and represent that you are over 18 and that you are resident in the United Kingdom.
- 3.4. When you create an Account, you will join the Network as an individual (**Personal Member**).
- 3.5. If you meet the eligibility criteria set out on the Platform you may be entitled to:
 - 3.5.1. set up a business profile as a business member of the Network (**Business Member**) to promote your business to other users of the Platform. Please note that you cannot create a Business Member profile without having a Personal Member Account.
 - 3.5.2. upgrade either your Personal Member Account or your Business Member Account to a premium paid Account (a "**Premium Personal Member**" or a "**Premium Business Member**" as applicable). Premium Personal Members and Premium Business Members are entitled to additional benefits, which are as communicated to you on the Platform. We reserve the right to amend the benefits to which Premium Personal Members and/or Premium Business Members are entitled at any time in our sole discretion; and/or
 - 3.5.3. upgrade either your Premium Personal Member or Premium Business Member Account to an elite paid Account (an "**Elite Personal Member**" or an "**Elite Business Member**" as applicable). Elite Personal Members and Elite Business Members are entitled to further additional benefits, which are as communicated to you on the Platform. We reserve the right to amend the benefits to which Elite Personal Members and/or Elite Business Members are entitled at any time in our sole discretion.
- 3.6. If you have a Premium Personal Member Account or an Elite Personal Member Account, you may be entitled to apply for a credit card with our third party card operator, SuitsMe Ltd, a company incorporated in England and Wales with company number 07349753, whose registered office is at The Old Shippon Moseley Hall Farm, Chelford Road, Knutsford, England, WA16 8RB (**Suits Me**) which can be linked to your Account.
- 3.7. Suits Me is a third-party provider and you will be required to enter into a separate contract with them.

4. TRADES AND OUR RIGHT TO COMMISSION

- 4.1. Where a transaction is carried out by Members through the Platform between that Member and LinkPoint or between that Member and another individual in the Network (a “**Trade**”), the party which is purchasing the goods or services (“**Party A**”) shall be entitled to earn LinkPoints for that Trade.
- 4.2. LinkPoint shall be entitled to charge the party providing the goods or services (“**Party B**”) a commission for the facilitation of the Trade through the Platform (“**Commission**”). We shall notify you of our Commission rates when you register to create an Account with us. We reserve the right to amend our rate of Commission from time to time.
- 4.3. Both parties shall be notified of the number of LinkPoints that Party A be awarded for that Trade prior to entering into the Trade.
- 4.4. Within 5 business days of the Trade being executed through the Platform, Party B must:
 - 4.4.1. notify Linkpoint that it has entered into the Trade, specifying:
 - the identity of Party A (which shall include the name of Party A, the Account number of Party A, and any other identifying information requested by us);
 - the date the Trade was entered into; and
 - the number of LinkPoints Party A is entitled to receive as a result of the Trade; and
 - 4.4.2. pay the relevant Commission to Linkpoint, plus any transaction fees or other third-party payment partner Fees.Failure by Party B to notify and/or pay any Commission which is owed to LinkPoint under these Terms shall be considered a material breach of these Terms.
- 4.5. Upon full and safe receipt of the Commission by Linkpoint, we shall award the applicable number of LinkPoints to Party A. We shall use reasonable endeavors to award the applicable number of LinkPoints to Party A within 5 business days. If Party B fails to pay the Commission, the LinkPoints will not be transferred to Party A.
- 4.6. If Party A has not received any LinkPoints, or has received the incorrect number of LinkPoints in respect of a Trade within 10 business days of that Trade being executed, Party A must notify LinkPoint, specifying:
 - 4.6.1. the identity of Party B (which shall include the name of Party B, the Account number of Party B, and any other identifying information requested by us);
 - 4.6.2. the date the Trade was entered into; and
 - 4.6.3. the number of LinkPoints they were entitled to receive as a result of the Trade.
- 4.7. Upon receiving such notification from Party A, Linkpoint will investigate whether Party B has completed the steps set out in clause 4.4. We may ask you to provide further information or evidence to support this investigation. We will notify Party B and work with both parties to resolve the matter.
- 4.8. You understand that payments are made through our chosen payment partner to make any payments made through the Platform (“**Payment Partner**”). Use of our Payment Partner’s services will be subject to their terms and conditions. In order to pay the Commission, you will be required to accept their terms and conditions.

5. AWARD AND USE OF LINKPOINTS

- 5.1. We may reward our **Members** for continued loyalty to the Network and the Platform by awarding points (“**LinkPoints**”). LinkPoints can be earned on Trades where we have received a Commission. The number of LinkPoints we award to any Member at any one time will be determined by us, in our sole discretion.

- 5.2. Linkpoints can be:
 - 5.2.1. transferred to an account associated with your SuitsMe card; or
 - 5.2.2. exchanged for vouchers, subscriptions or services as may be offered by LinkPoint from time to time through the Services.
- 5.3. If we determine that LinkPoints have been collected in breach of these Terms, or that they have been awarded in error, we reserve the right to remove and cancel those LinkPoints without any liability to you whatsoever. In the event that you have been awarded LinkPoints in error, and you have redeemed them, we reserve the right to ask you to pay us the amount equal to the value of the redemption or to set off the number of Linkpoints you were erroneously awarded against any Linkpoints which are later generated for any reason.
- 5.4. Each LinkPoint has no face value until such time as it is redeemed in return for uploading the corresponding value onto a Suits Me Card or converted to vouchers. All LinkPoints remain our property until they are redeemed. The redemption rate for each LinkPoint will be set by us at the point of redemption. You will be responsible for any tax or other liabilities of such nature (if applicable) in connection with redeeming LinkPoints.

6. THE OFFER OF SERVICES VIA THE PLATFORM

- 6.1. From time to time, we may make certain Services available to Members via the Platform, either as agent for selected third parties or on our own account, or we may agree to procure Services on Member's special requests, subject to the terms and conditions that we may specify at the relevant time.
- 6.2. If we are acting as agent for third parties, or if you transact directly with a Business Member or other third party, the resulting contract is between you and the relevant third party or Business Member, and as such, that sale will be subject to the relevant third party's or Business Member's own terms and conditions of supply, over which we have no control.
- 6.3. For the avoidance of doubt, we make no representation or warranty as to the quality or suitability of any products or services provided or supplied by any Member to another Member.

7. BUSINESS MEMBERS

Setting up an Account as a Business Member

- 7.1. When we refer to "you" in this clause 7 this is taken to mean the business or organisation on behalf of whom you are signing up for use of our Platform and, where the context permits, you personally.
- 7.2. Once you have registered user access to the Platform, you may set up an account for business use as a Business Member. You confirm and represent that you have authority to bind the business on whose behalf you are setting up this Business Member Account and that you are an owner of that business and/or a director of that business and/or a person with authority to bind the business.
- 7.3. In setting up a Business Member Account, you agree (and you confirm that the Business Member agrees) that the Business Member will be bound by these Terms and the documents and other terms referred to in them.

Ordering Services

- 7.4. If you place an order for Services, you will receive an e-mail from us acknowledging that we

have received your order and asking for you to arrange payment (either in full by BACS or by instalments by standing order depending on the Service ordered). Please note that this does not mean that your order has been accepted. Acceptance of your order takes place as referred to in clause 7.5 below. We will follow the same process where we offer Services as agent for a third party. If you do not make payment within 21 business days, we will automatically cancel your order.

- 7.5. Once payment for your order has been received, we will confirm if your order can be accepted by sending you an e-mail stating that the order has been processed, at which point a contract between us, or between you and the third party (as applicable), for the supply of the Services will be formed ("**Contract**").

Supply of Services

- 7.6. We will endeavour to ensure that the Services are supplied to you as soon as is reasonably possible after your order is accepted. If some or all of the Services cannot be supplied to you, for example because they are no longer available or because your requested supply date cannot be met, we will inform you of this by e-mail and we will not process your order (or we will only process the part relating to the Services which can be supplied). If you have already paid for the Services, we will arrange for your payment (in whole or part, as applicable) to be refunded to you.
- 7.7. Subject to any specific terms we, or the organisations on behalf of whom we act as agent, may apply to specific Services, we will endeavor to ensure that internet-based Services are available 24 hours a day, seven days a week, although we make no warranties in this regard and shall not be liable if for any reason the Site is unavailable at any time or for any period. In particular, Services may not be available during:
 - 7.7.1. planned maintenance carried out during the maintenance window of 8.00 pm to 11:00 am UK time; and
 - 7.7.2. unscheduled maintenance, in which case we will give any advance warning possible by posting a notice on our Site.

Your Trading via the Platform

- 7.8. When you engage in selling/marketing to any individual via the Platform, the resulting contract will be between you and that person and as such, that transaction will be subject to the relevant selling terms and conditions of supply imposed between you and that person, over which we have no control. We therefore expect you to conduct business in a fair and reasonable manner and not in a way which would bring us or the Platform into disrepute.
- 7.9. You warrant represent and undertake that you will comply with all applicable laws, rules and regulations ("**Rules**") (including but not limited to Rules relating to copyright and trade marks) when ordering Services or using the Platform to advertise your business or sell and supply goods and/or services. You shall indemnify us, and keep us indemnified, in full against all liabilities, costs, expenses, damages and losses including (but not limited to) any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses suffered or incurred by us arising out of or in connection with your failure to comply with such Rules.

8. INHERITING LINKPOINTS FROM DECEASED MEMBERS

- 8.1. All Personal Members may nominate a beneficiary (or beneficiaries) of the LinkPoints held in their Account (**Beneficiary**), to whom the LinkPoints will be allocated in the event of the death of that Personal Member. In order to receive the LinkPoints, the Beneficiary must have a

Personal Member Account. On provision of a death certificate and proof of the person claiming to be a Beneficiary's identity documents, we will transfer the remaining LinkPoints into the relevant Personal Member account provided the deceased Member's account has not been suspended or terminated under clause 13. Please note that we reserve the right to ask the executors for such further documentary evidence as we may require.

9. LICENCE

- 9.1. We grant you a revocable, non-transferable, non-exclusive licence to use the Platform and the Site and to receive the Platform and Site on your Devices, subject to these Terms and any other documents referred to hereunder. We reserve all other rights.
- 9.2. Except as expressly set out in these Terms or as specifically permitted by any local law, you agree:
 - 9.2.1. not to copy the Platform or the Site except where such copying is incidental to normal use of the Platform , or where it is necessary for the purpose of back-up or operational security;
 - 9.2.2. not to rent, lease, sub-license, loan, provide, or otherwise make available, the Platform or the Site in any form, in whole or in part to any person without prior written consent from us;
 - 9.2.3. not to infringe our rights or those of any third party in relation to your use of the Platform or any Service (to the extent that such use is not expressly licensed by these Terms);
 - 9.2.4. not to use the Platform or Network in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
 - 9.2.5. not collect, extract or harvest any information or data from the Platform or Site or our systems or attempt to decipher any transmissions to or from the servers running the Platform or Site.
 - 9.2.6. not to translate, merge, adapt, vary or modify the whole or any part of the Platform or the Site, nor permit the Platform or the Site any part of it to be combined with, or become incorporated in, any other programs, except as necessary to use the Platform and the Site on Devices as permitted in these Terms;
 - 9.2.7. not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the Platform or attempt to do any such thing except to the extent that (by virtue of section 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the Platform with another software program, and provided that the information obtained by you during such activities:
 - is used only for the purpose of achieving inter-operability of the Platform with another software program;
 - is not disclosed or communicated without our prior written consent to any third party;
 - is kept secure; and
 - is not used to create any software that is substantially similar to the Platform;
 - 9.2.8. not to provide or otherwise make available the Platform in whole or in part (including object and source code), in any form to any third party without our prior written

consent; and

9.2.9. not use the Platform or Network in an unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the Platform or Site or any operating system;

9.2.10. to comply with all technology control or export laws and regulations that may apply to the technology used or supported by the Platform or Site.

Together, such conditions the “**Licence Restrictions**”.

9.3. We may suspend, terminate or withdraw the licence at clause 9.1 which may include your access to your Account, the Platform and Site where you breach the Licence Restrictions or where it is necessary to protect our legitimate business interests without notice to you.

10. USER GENERATED CONTENT AND CONDUCT

10.1. We may from time to time provide interactive services on our Platform and/or Site, including, without limitation:

10.1.1. chat rooms;

10.1.2. message boards;

10.1.3. comment and review areas; and/or

10.1.4. the ability to upload content and images.

Together, such services the “**Interactive Services**”.

10.2. You are prohibited from posting or transmitting to or from the Platform and/or Site, or using the Interactive Services to post or transmit any material:

10.3. that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience; or

10.4. for which you have not obtained all necessary licences and/or approvals; or

10.5. which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in any country in the world; or

10.6. which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data); or

10.7. which discloses the name, address, telephone, mobile or fax number, e-mail address or any other personal data in respect of any individual;

10.8. which infringes the intellectual property rights of any third party;

10.9. which breaches any applicable local, national or international law or rule or regulation or which is unlawful in any way.

Together, the **Content Standards**.

10.10. While we will do our best to assess any possible risks for users from third parties when they use any interactive service provided on our Site, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks, material transmitted to or posted on the Platform and/or Site or through an Interactive Service by you or third parties is not moderated. We will not be

responsible as author, editor or publisher of any such material submitted to the Platform and/or Site and we expressly exclude our liability for any loss or damage arising from the use of the Platform and/or Site by any person in contravention of these Terms.

10.11. We shall fully co-operate with any law enforcement authorities or court order requesting or directing us to disclose the identity or locate anyone posting any material in breach of the Content Standards. We reserve our rights under the Defamation (Operators of Websites) Regulations 2013/3028 to remove user-generated content and/or share personal data of users in accordance with the statutory regime relating to allegations of defamation.

10.12. If you have any concerns about material which appears on our Platform or Site, please contact hello@linkpoint.com.

11. LINKS TO AND FROM OTHER WEBSITES

11.1. Links to third party websites on the Site are provided solely for your convenience. If you use these links, you leave the Site. We have not reviewed all of these third party websites and we do not control and are not responsible for these websites or their content or availability. We do not endorse or make any representations about them, or any material found there, or any results that may be obtained from using them. If you decide to access any of the third party websites linked to the Site, you do so entirely at your own risk.

11.2. If you would like to link to the Site, you may only do so on the basis that you link to, but do not replicate, the home page of the Site, and subject to the following conditions:

11.2.1. you do not remove, distort or otherwise alter the size or appearance of the LinkPoint logo;

11.2.2. you do not create a frame or any other browser or border environment around the Site;

11.2.3. you do not in any way imply that we are endorsing any products or services other than our own;

11.2.4. you do not misrepresent your relationship with us nor present any other false information about us;

11.2.5. you do not otherwise use any LinkPoint trademarks displayed on the Platform and/or Site without our express written permission;

11.2.6. you do not link from a website that is not owned by you; and

11.2.7. your website does not contain content that is illegal, distasteful, offensive or controversial, infringes any Intellectual Property Rights or other rights of any other person or otherwise does not comply with all applicable laws and regulations.

12. INTELLECTUAL PROPERTY

12.1. All patents, trademarks, and service marks, rights in design, trade or business names or signs or domain names, copyrights (including without limitation rights in computer software, databases and websites), database rights, rights in confidential information (including without limitation know how and trade secrets), moral rights (and the benefit of any and all waivers thereof), rental and lending rights, topography rights (whether or not any of these is registered and including applications for registration of any such thing) and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of these which may subsist at any time anywhere in the world and all rights of action and goodwill arising at

any time in relation thereto (“**Intellectual Property Rights**”) in the Platform and the Site throughout the world belong to us (or our licensors) and the rights in the Platform and the Site are licensed (not sold) to you. You have no Intellectual Property Rights in, or to, the Platform or Services other than the right to use them in accordance with these Terms.

- 12.2. You are the owners of all Intellectual Property Rights in content which you upload to the Site and you shall be solely responsible for the same. You grant us a worldwide, perpetual, irrevocable, transferable, royalty-free licence, with the right to sub-licence, to use, copy, modify, create derivative works of, distribute, publicly display, publicly perform, and otherwise exploit in any manner such content in all formats and distribution channels now known or hereafter devised without further notice to or consent from you, and without the requirement of payment to you or any other person or entity.
- 12.3. Except for your own content, you accept and acknowledge that all content on the Service is either owned by or licensed to us by third parties and is subject to the Intellectual Property Rights of us or our licensors. Any third-party trade or service marks present on such third content are trade or service marks of their respective owners. Such content may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purpose whatsoever without our prior written consent or, where applicable, our licensors. We and our licensors reserve all rights not expressly granted in and to their content.

13. **TERMINATION AND SUSPENSION OF MEMBERSHIP**

- 13.1. We may immediately terminate your membership (whether as a Personal Member, Premium Personal Member or Business Member) of the Network and/or Platform where we discover any of the below, or we may immediately prevent your access to the Platform pending investigation at any time where there is reasonable belief of:
 - 13.1.1. any abuse or attempted abuse of the Network and/or Platform;
 - 13.1.2. any breach or attempted breach of the Content Standards;
 - 13.1.3. any breach or attempted breach of the Licence Restrictions; or
 - 13.1.4. any breach or attempted breach of these Terms and/or the documents referred to in them.
- 13.2. Membership will automatically be suspended and you will not be entitled to have LinkPoints allocated to your account:
 - 13.2.1. in the event that you have not paid any fees you owe us by the expiry of the relevant notice we send to you;
 - 13.2.2. during an investigation under clause 13.1.
- 13.3. You may terminate your membership at any time by writing to us at hello@linkpoint.uk, giving us at least 4 weeks' notice. Please note any fees relating to membership or advertising which you have paid are non-refundable.
- 13.4. On suspension of your membership, we will suspend the functionality of all accounts controlled by you and we reserve the right to remove or hide your profile(s). You will therefore not be able to receive LinkPoints to your Personal Member account. If suspension continues for a period of 28 days, or if we determine that termination is appropriate due to investigation under clause 13.1, we will terminate your membership, in which case the provisions of these Terms relating to what happens on termination of your membership will apply.
- 13.5. On termination (whether by you or by us) of your membership for any reason:

- 13.5.1. your profile(s) will be removed from the Platform (and any linked platforms);
- 13.5.2. any remaining LinkPoints in your Account will be deleted; and
- 13.5.3. all rights granted to you under these Terms shall cease.

We shall not be responsible for any loss or damage whatsoever as a result of LinkPoints being deleted from your Account or the removal of your profile(s) on termination of your membership.

- 13.6. Any clause in these Terms, which expressly or would by implication survive termination of the relationship between us, shall do so in full force and effect.

14. THIRD PARTY PROVIDERS

- 14.1. You hereby acknowledge that the Platform may enable or assist you to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that you do so solely at your own risk. We make no representation or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by you with any such third party. Any contract entered into and any transaction completed via any third-party website is between you and the relevant third party, and not us. We recommend that you refer to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. We do not endorse or approve any third-party website nor the content of any of the third-party website made available via the Platform.

15. WARRANTIES AND DISCLAIMERS

- 15.1. Although we make reasonable efforts to update all information which is provided by us through the Platform and/or Site, we make no representations, promises, warranties or guarantees, whether express or implied, that such information is accurate, complete or up-to-date.
- 15.2. All content we submit on the Platform or Site is for information purposes only. Such content is not intended to be a substitute for professional advice.
- 15.3. The Platform and Site have not been developed to meet your individual requirements. Please check that the features and functions of the Platform and/or Site meet your requirements.
- 15.4. You agree that the Platform and/or Site (or any part thereof) will not be available during any maintenance carried out by us or our selected third parties. We shall use reasonable endeavours to notify you of any planned maintenance periods. Accordingly, you agree to back up any content used in connection with the Platform and/or Site to protect yourself in case of problems with the Platform and/or Site.
- 15.5. 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 you acknowledge that the Platform and/or Site may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 15.6. Save for as expressly set out in these terms and to the extent permitted by law, no implied terms, warranties or conditions shall apply to the Platform, Site or Services, or their use by you.

16. LIABILITY

16.1. References to liability under this clause includes 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.

16.2. To the extent permitted by law, we and other companies in our group of companies hereby expressly exclude:

16.2.1. all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity;

16.2.2. any liability for any special, indirect or consequential loss or damage incurred by any user in connection with our Services, the Platform and the Site generally or in connection with the use, inability to use, or results of the use of our Services, the Platform and the Site, any websites linked to it, any materials posted on it and any transactions between you and third parties via the Platform, including:

- loss of income or revenue;
- loss of business;
- loss of profits or contracts;
- loss of anticipated savings;
- loss of data;
- loss of goodwill; and
- wasted management or office time,

whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, provided that this condition shall not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.

16.3. This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

16.4. We do not accept any liability in relation to breach of contract or otherwise in respect of the terms and conditions of Suits Me.

16.5. Subject to clauses 16.2 to 16.4 (inclusive) our total liability in respect of all losses and damages arising under or in connection with your use of the Site, the Platform, any Services provided hereunder and/or these Terms, whether in contract, tort (including negligence), breach of statutory duty, or otherwise:

16.5.1. shall in no circumstances exceed the amount of fees you have paid to us for your use of the Platform or Services in connection with which the liability arose or if the liability arose as a result of your general use of the Site, our liability shall not exceed the amount of fees (if any) you paid in connection with using our Site within the 12 months immediately preceding the date on which the liability arose; or

16.5.2. where the liability concerns LinkPoints which have been wrongly deducted or which should have been credited, our liability shall be to credit the relevant Personal Member account with any LinkPoints which have been wrongly deducted or should have been credited but were not.

17. RELEASE FROM CLAIMS WITH BUSINESS MEMBERS

17.1. We do not own, create, sell, provide, control, manage or otherwise supply any of services offered by Business Members through the Platform. Business Members alone are responsible

for their Services. When a contract for services is confirmed between Members, a legally binding contract is formed solely between you and that Member. We are not and do not become a party to any contractual relationship for or in connection with the purchase and sale of Business Member services.

17.2. As we are not the Business Members, we have no control and do not give any commitment relating to the existence, quality, safety, genuineness or legality of the Business Member services, any Business Member content, the ability of the Business Member to provide their services and we have no liability in this respect.

17.3. If there is a dispute between you and a Business Member, you hereby release us from any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. You shall indemnify us and our connected parties against any losses, damages, expenses, costs, liabilities or claims we or our connected parties may suffer or incur arising out of or in connection with any such disputes.

18. EVENTS OUTSIDE OUR CONTROL

18.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by any act or event beyond our reasonable control, including, without limitation, failure of public or private telecommunications networks (each an “**Event Outside Our Control**”).

18.2. If an Event Outside Our Control takes place that affects the performance of our obligations under these Terms, our obligations will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control.

18.3. We shall take reasonable steps to prevent or minimise delay.

19. OTHER IMPORTANT TERMS

19.1. You agree not to engage (either directly or indirectly) in setting up, running, owning or having any proprietary interest in any operation which competes with the Platform.

19.2. We may transfer our rights and obligations under these Terms to another organisation, but this will not affect your rights under these Terms.

19.3. You may only transfer your rights or obligations under these Terms to another person if we agree in writing.

19.4. If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

19.5. Each of the terms of these Terms operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining terms will remain in full force and effect.

19.6. These Terms and any documents referred to therein, its subject matter and its formation, are governed by the law of England and Wales. You and we both agree that the courts of England

and Wales will have exclusive jurisdiction to settle any disputes (including non-contractual) arising from or in connection with these Terms.

19.7. The use of this Platform, Site and the provision of any Services is lawful in England and Wales. Should you choose to use the Platform, Site and/or Services, anywhere else in the world you are responsible for checking local law and ensuring your compliance with it.