

## **Sochal - TERMS OF USE**

Welcome to Sochal, a Service provided by Switch Generation Limited (“Switch”, “We”, “Our” or “Us”).

We offer online services (“Our Services”) through Our site located at [www.sochal.com](http://www.sochal.com) (“Our Site”). Our Site and Our Services allow registered members access to social networking features and specialist advice, content and materials from expert ambassadors in the areas of health, wellbeing, nutrition and fitness. Members will also have access to features including, but not limited to, instant messaging tools, weight tracker, goal tracker and mood-tracker, meal and fitness planner functionality.

These Terms of Use (together with the documents referred to in them) set out how you may Use of Our Site and Our Services (“Use” includes, without limitation, accessing, browsing, posting and/or sharing content to or registering to Use Our Site and Our Services).

Please read these Terms of Use carefully before You start to Use Our Site or Our Services. By Using Our Site or Our Services, You confirm that You accept these terms of Use and that You agree to comply with them. If You do not agree to these terms of Use, You must not Use Our Site or Services. We reserve the right to update these Terms of Use from time to time at our discretion. If we do so, the updated version will be effective as soon as it is accessible. You are responsible for regularly reviewing these Terms of Use so that you are aware of any changes to it.

You must be at least 13 years of age to Use Our Services, whether to simply view content posted on them or to share and to post content belonging to You or share content posted to Our Services by another User. If You are under the age of 13, You must have Your parent or guardian’s permission to Use Our Services. If You are a parent or guardian and You allow Your child to Use Our Services, You agree to these terms of Use on their behalf. Please note that We are not able to actively monitor all content hosted on Our Services and that even if You are old enough to Use Our Services, some of that content may not be appropriate for You to view and may contain content intended for mature audiences.

## **OTHER APPLICABLE TERMS**

These terms of Use refer to the following additional terms, which also apply to Your Use of Our Services:

- Our Privacy Policy, which sets out the terms upon which We will process any personal data We collect from You or that You provide to Us. By Using Our Services and visiting Our Site, You consent to such processing and You warrant that all data provided by You is accurate.
- Our Community Guidelines, which sets out the permitted Uses and prohibited Uses of Our Services. When Using Our Services, You must comply with Our Community Guidelines.
- Our Cookie Policy, which sets out information about the cookies on Our Site.

## **INFORMATION ABOUT US**

Our Site and Our Services are operated by Switch Generation Limited. We are registered in England and Wales under company number 08558089 and have our registered office at 6th Floor, Blackfriars House, The Parsonage, Manchester, Lancashire, M3 2JA. We are a limited company.

## **CONTACTING US**

The easiest way to contact us is to e-mail Us at [info@sochal.com](mailto:info@sochal.com). You can also write to Us at Our registered office at 6th Floor, Blackfriars House, The Parsonage, Manchester, Lancashire, M3 2JA.

If You are emailing Us or writing to Us, please include details of Your full name, date of birth, address, contact email address and member ID number to help Us identify You.

If You wish to contact Us to complain about Our Site or Our Services, You can do so by e-mailing Us at [info@sochal.com](mailto:info@sochal.com). If We have to contact You or give You notice in writing, We will do so by e-mail or by pre-paid post to the address details which You provided to Us when You signed up to become a member of Sochal or made an enquiry about becoming a member of Sochal.

You need to be a registered member if You wish to access archive material, including ambassador articles and videos, access to Your weight tracker, goal tracker, mood-tracker, meal and fitness planner.

## **OUR LIABILITY TO YOU**

We do not in any way exclude or limit Our liability for:

- death or personal injury caused by Our negligence; or
- fraud or fraudulent misrepresentation.

To the fullest extent permitted by law, We exclude all conditions, warranties, representations or other terms which may apply to Our Site or Our Services, including any warranty, term or condition as to accuracy, completeness, reliability, satisfactory quality, performance, fitness for purpose, availability and non-infringement. We will not be liable to You for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- Your Use of or inability to Use Our Site or Our Services;
- Your Use of Site or Our Services or any content thereon suffered as a result of not Using them in accordance with Our instructions or as a result of a problem caused by Your mobile phone, computer, internet browser or broadband connection;
- any costs which You incur as a result of exceeding the permitted data limit on Your broadband account or mobile phone through Your Use of Our Site or Our Services;
- any loss or damage caused as a result of downloading or upgrading any software connected to or necessary to Use Our Site or Our Services, unless caused by Our negligence;
- any costs, loss or damage that You suffer as a result of any unauthorised Use of Our Site or Our Services; or
- Use of or reliance on any content displayed on Our Site or Our Services;

We will not be responsible if:

- Your broadband internet connection to Your home cannot support Our Site or Our Services;
- Your mobile phone, computer or internet browser is not compatible with Our Site or Our Services and any minimum system requirements in force from time to time; or
- any subsequent changes to Your broadband internet connection prevent Our Site or Our Services from working.

From time to time, We may need to upgrade software related to Our Site or Our Services. If Your equipment does not support any such upgrade, this may affect the functionality of Our Site or Our Services. Our Site and Our Services may be temporarily unavailable if We have to carry out emergency or routine maintenance. We will try to inform You in advance, but may not always be able to do so.

If we are held liable to you for any damage caused by the Site, including to your device or computer, then, provided that you have not contributed to the damage, we shall repair or compensate you for the damage to a maximum sum of £25.

Please note that We only provide Our Site and Our Services for domestic and private Use. You agree not to Use Our Site or Our Services for any commercial or business purposes, and We have no liability to You for any loss of profit, loss of business, business interruption, or loss of business opportunity as a result of such commercial or business Use.

We assume no responsibility for the content of Websites linked to on Our Site or Our Services. Such links should not be interpreted as endorsement by Us of those linked Websites. We will not be liable for any loss or damage that may arise from Your Use of them, and it is Your responsibility to familiarise Yourself with their terms of Use and privacy policies.

## **OUR SERVICES**

To Use Our Services and become a member of Sochal, You will be asked to create an account and provide Us with certain information in order to create a profile (Your "Information"). Any Information which You submit to Us as part of that process must be true,

accurate, current and complete. You acknowledge and agree that You are solely responsible for the form, content and accuracy of any Information provided to Us and You agree to notify Us of any changes which are relevant to Your registration, Your ongoing membership of Sochal or Your Information.

You must not Use someone else's name as Your Username or select a name which violates any third party intellectual property right, is obscene, defamatory, constitutes a breach of privacy, a criminal offence or is otherwise in Our sole discretion objectionable or a breach of these Terms generally.

You must treat Your password as confidential and must not disclose it to any third party. We reserve the right to disable any membership, Username or password, whether chosen by You or allocated by Us at any time if, in Our sole opinion, You have failed to comply with any of the provisions of these Terms.

If You know or suspect that anyone other than You knows or may have Used Your Username or password, You must notify Us immediately at [info@sochal.com](mailto:info@sochal.com).

You understand and acknowledge that if You cancel Your membership or Your membership is terminated by Us, all of Your Information including Usage history and personal Information, will be marked as deleted. Your Information may be deleted from Our databases and will be removed from any public area of Our Site or Our Services. Your Information may continue to be available for some period of time because of delays in propagating such deletion through Our servers.

We may at Our sole discretion, allow You to create, authorise and sign into an account on Our Site or Our Services Using a third party platform such as Facebook, Twitter, LinkedIn, Stackoverflow, Github and any other platform or social media service from time to time. By Using those third-party services to do so, You confirm that You agree to their terms of Use, privacy policies and any other agreements or documents which set out the terms of Your relationship with them and Use of their services, which is separate from Your relationship with Us and Your Use of Our Services.

#### **CHANGES TO OUR SITE AND SERVICES**

We may update Our Site and Our Services from time to time, and may change their content at any time for any reason. However, please note that any of the content on Our Site and Our Services may be out of date at any given time, and We are under no obligation to update them. We do not guarantee that Our Site and Our Services, or any content on them, will be free from errors or omissions.

#### **ADVERTISING**

Our Services may include advertisements, which may be targeted towards Users or any other information relating to Our Site or Our Services. The types of advertisements which may feature in or on Our Site or Our Services will be subject to change as We evolve and in consideration for Our granting You access to Our Services, You agree that We, and any third-party advertiser, may display advertising on Our Site or Services or in connection with the display of content or information from Our Site or Our Services, whether posted by You or any other User of Our Services.

#### **ACCESSING OUR SITE AND OUR SERVICES**

We do not guarantee that Our Site or Our Services, or any content on them, will always be available or be uninterrupted. Access to Our Site and Our Services is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of Our Site or Our Services without notice. We will not be liable to You if for any reason Our Site or Our Services are unavailable at any time or for any period. You are responsible for making all arrangements necessary for You to have access to Our Site or Our Services.

Our Site and Our Services are directed to people residing in the United Kingdom. We do not represent that content available on or through Our Site or Our Services is appropriate or available in other locations. If You choose to access Our Site or Our Services from any location outside the United Kingdom, You do so at Your own risk.

#### **YOUR LICENCE TO USE OUR SITE AND OUR SERVICES**

We grant You a limited, non-exclusive licence to access and Use Our Site and Services for Your own purposes to view and comment upon content posted on them in accordance with Our Community Guidelines. Your licence to Use Our Site and Our Services granted by these

Terms is personal to You and may not be assigned, transferred or sub-licensed to anyone else.

### **INTELLECTUAL PROPERTY RIGHTS IN CONTENT ON OUR SITE AND OUR SERVICES**

We are the owner or licensee of all intellectual property rights in Our Site and Our Services, and in any content and material posted on or available through them. Those works are protected by copyright laws and treaties around the world. All such rights are reserved. You must not modify any content that You may have downloaded from them in any way, and You must not Use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text. Our status (and that of any identified contributors) as the authors of content on Our Site or Our Services must always be acknowledged. You must not Use any part of the content on Our Site or Our Services for commercial purposes or otherwise not in accordance with these terms of Use without obtaining a licence to do so from Us or Our licensors. If You print or download any content from Our Site or Our Services in breach of these terms of Use, Your right to Use Our Site and Our Services will cease immediately.

### **ACCOUNT SUSPENSION & DELETION**

You may delete Your membership of Sochal at any time and for any reason. We may, at Our sole discretion, suspend, delete or otherwise terminate any membership or block or remove any content which You have posted or posted to Our Site or Our Services if any Use of a membership or any such content is, in Our sole opinion, in breach of any of these Terms of Use, may expose Us to legal action or legal or criminal liability or penalty or may damage Our reputation.

If We delete, suspend or otherwise terminate Your account for any of these reasons, You may not register for another account to Use Our Services and We may, in Our sole discretion, block Your e-mail address or IP address to prevent any such further registration.

### **NO RELIANCE ON CONTENT AND HEALTH DISCLAIMER**

The content on Our Site is provided for general information only, and You must obtain professional or specialist advice from your GP or other health professional before taking, or refraining from, any action on the basis of that content.

Our Site provides information and materials which are intended only to assist members in their personal efforts towards physical and mental wellbeing. We are not a medical organisation and our staff and ambassadors cannot give you any medical advice or a diagnosis. Nothing contained in our Site should be construed as such advice, recommendation or diagnosis. Any information and reports that we generate about you through your use of our Site should not be interpreted as a substitute for doctor or specialist consultation, evaluation, or treatment.

You are urged and advised to seek medical advice before beginning any weight management or fitness effort or regime. Our Site is not intended for use by children under the age of 13 years, pregnant women, or individuals with any type of health condition. Such individuals are specifically warned to seek professional medical advice prior to initiating any form of weight management or fitness effort or regimen.

### **YOUR REPRESENTATIONS AND WARRANTIES**

By Using Our Site and Our Services, You represent and warrant that:

- You have the full right and capacity to enter the contract to Use Our Site and Our Services as per these terms of Use;
- You will comply with the Community Guidelines

### **VIRUSES**

We do not guarantee that Our Site or Services will be secure or free from bugs or viruses. You are responsible for configuring Your information technology, computer programmes and platform in order to access Our Site and Our Services. You should Use Your own virus protection software.

### **LINKING TO OUR SITE**

You may link to Our Site's home page, provided that You do so in a way that is fair and legal and does not damage Our reputation or take advantage of it. You must not establish any link in such a way as to suggest any form of association, approval or endorsement on Our part

where none exists. You must not establish a link to Our Site or Our Services in any Website that is not owned by You. Our Site, Our Services and content present on either of them must not be framed on any other Website, social media platform or service, nor may You create a link to any part of Our Site or Our Services other than their home page. We reserve the right to withdraw linking permission without notice.

Any Website to which You are linking must comply in all respects with the content standards set out in Our Community Guidelines. If You wish to make any Use of content on Our Site or Our Services other than that set out above, please contact [info@sochal.com](mailto:info@sochal.com).

### **THIRD PARTY LINKS AND RESOURCES IN OUR SERVICES**

Where Our Services contain links to other services and resources provided by third parties, these links are provided for Your information only. We have no control over the contents of those Services or resources.

### **OTHER IMPORTANT TERMS**

Headings Used in these Terms are for convenience only and shall not be Used to construe them.

By Using Our Site and Our Services or by otherwise providing Your Information, e-mail address or other data that identifies You as an individual, You confirm that You agree and consent to receive all communications including notices, agreements, disclosures, or other information from Us electronically. We may provide all such communications by email to any details that You provide when first registering to Use Our Services. For support-related or legal enquiries, You may contact Us at [info@sochal.com](mailto:info@sochal.com).

We may transfer Our rights and obligations under Our contract with You relating to Your Use of Our Site or Our Services to another organisation, but this will not affect Your rights or Our obligations under these Terms.

Your licence to Use Our Site and Our Services cannot be assigned to any third party. Your contract and licence to Use Our Site and Our Services is between You and Us. You may only transfer Your rights or Your obligations under these terms to another person if We agree to such transfer in writing. No other person shall have any rights to enforce any of its terms as set out in these terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

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

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.

These terms set out the whole agreement between Us and You in relation to Your Use of Our Site and Our Services.

### **APPLICABLE LAW**

Please note that these terms of Use, its subject matter and its formation, are governed by English law. You and We both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, if You are a resident of Northern Ireland You may also bring proceedings in Northern Ireland, and if You are resident of Scotland, You may also bring proceedings in Scotland.

### **TRADE MARKS**

“Sochal” is a UK registered trademark of Dusted Media Ltd under number UK00003224722

### **CONTACT US**

To contact Us, please email [info@sochal.com](mailto:info@sochal.com). Thank You for visiting Our Site and Using Our Services.

Last modified 15/9/17