

Who we are and how to contact us:

THE CIRCLE OF TRUST is an online technology platform in the form of a mobile application, a website, any pages we operate on third party social media platforms from time to time and the content and services we make available through them via the internet, mobile devices including smart phones and tablets, and/or interactive television devices and services (the “**Platform**”) operated by The Circle of Trust Club Limited (“**We/Our/Us**”). We are registered in England and Wales under company number 12885416 and have Our registered office at International House, 61 Mosley Street, Manchester, M2 3HZ.

To contact Us, please email hello@cirleoftrust.co.uk

By using our site you accept these terms

By using the Platform, you confirm that you:

- (a) Are at least 18 years old and have the legal capacity to enter into a binding agreement to use the Platform; and
- (b) Accept these terms of use (the “**Terms**”) and that you agree to comply with them.

If you do not agree to the Terms, you must not use the Platform.

We recommend that you print a copy of the Terms for future reference.

There are other terms that may apply to you

The Terms refer to and incorporate the following additional terms, which also apply to your use of our site:

- Our Privacy Policy. [please email hello@cirleoftrust.co.uk if copy required], See further under [How we may use your personal information](#).
- Our Acceptable Use Policy [see policy below in this document], which sets out the permitted uses and prohibited uses of our site. When using our site, you must comply with this Acceptable Use Policy.
- Our Cookie Policy [please email hello@cirleoftrust.co.uk if copy required], which sets out information about the cookies on our site.

We may make changes to the Terms

We amend the Terms from time to time. Every time you wish to use the Platform, please check the Terms to ensure you understand the Terms which apply at that time.

We may make changes to our site

We may update and change the Platform from time to time.

We may suspend or withdraw our site

The Platform is made available free of charge, save where expressly specified otherwise.

We do not guarantee that the Platform, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of the Platform for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring that all persons who access the Platform through your internet connection are aware of the Terms and other applicable terms and conditions, and that they comply with them.

We may transfer this agreement to someone else

We may transfer Our rights and obligations under the Terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

You must keep your account details safe

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of the Terms.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at hello@cirleoftrust.co.uk

How you may use material on the Platform

We are the owner or the licensee of all intellectual property rights in the Platform, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on the Platform.

You must not modify the paper or digital copies of any materials you have printed off or downloaded 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 the Platform must always be acknowledged (except where the content is user-generated).

You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us.

If you print off, copy, download, share or repost any part of the Platform in breach of the Terms, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

No text or data mining, or web scraping

You shall not conduct, facilitate, authorise or permit any text or data mining or web scraping in relation to the Platform or any services provided via, or in relation to, the Platform. This includes using (or permitting, authorising or attempting the use of):

- Any "robot", "bot", "spider", "scraper" or other automated device, program, tool, algorithm, code, process or methodology to access, obtain, copy, monitor or republish any portion of the Platform or any data, content, information or services accessed via the same.
- Any automated analytical technique aimed at analysing text and data in digital form to generate information which includes but is not limited to patterns, trends and correlations.

The provisions in this clause should be treated as an express reservation of our rights in this regard, including for the purposes of Article 4(3) of Digital Copyright Directive ((EU) 2019/790).

This clause shall not apply insofar as (but only to the extent that) we are unable to exclude or limit text or data mining or web scraping activity by contract under the laws which are applicable to us.

Do not rely on information on this site

The content on the Platform is provided for general information, referrals or introductory purposes only. It is not intended to amount to advice on which you should rely, nor do We provide any of the services which are advertised or recommended on the Platform. Save where expressly specified, We make no recommendations or endorsements as the operator of the Platform. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on the Platform.

We have no editorial control over the material published on the Platform and we therefore cannot guarantee the accuracy, timeliness, completeness, performance or fitness for any particular purpose of the material available on the Platform. We are not responsible for the recommendations made on the Platform, or for the services provided by any other users of the Platform.

Any material you rely upon on the Platform is used at your own risk and we will not be liable for any loss or damage arising out of or in connection with access or use of the Platform (save to the extent that such liability cannot be excluded by law).

We are not responsible for websites we link to

Where the Platform contains links to other sites and resources provided by third parties or users of the Platform, these links are provided for your information only. Such links should not be interpreted as approval by Us of those linked websites or information you may obtain from them.

We have no control over the contents of those sites or resources.

User-generated content is not approved by us

The Platform may include information and materials uploaded by other users of the Platform, including to social media pages, video-sharing sites, bulletin boards and chat rooms. This information and these materials have not been verified or approved by Us. The views expressed by other users on the Platform do not represent Our views or values.

How to complain about or report content

If you become aware of any material that could comprise or be connected to child sexual abuse or exploitation or that could comprise terrorist content or be connected to terrorism, please contact us immediately on please email hello@cirleoftrust.co.uk – **marked, report content**

Any dispute between you and service provider to which you have been introduced via the Platform must be addressed to the service provider

concerned. We cannot be involved in your dealings with service providers and in the event that you have dispute with a service provider you hereby release us from any and all claims, demands and damages of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

Our responsibility for loss or damage suffered by you

Whether you are a consumer or a business user:

- 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 and for fraud or fraudulent misrepresentation.

If you are a business user:

- We exclude all implied conditions, warranties, representations or other terms that may apply to the Platform or any content on it.
- 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:
 - use of, or inability to use, the Platform; or
 - use of or reliance on any content displayed on the Platform.
- In particular, we will not be liable for:
 - loss of profits, sales, business, or revenue;
 - business interruption;
 - loss of anticipated savings;
 - loss of business opportunity, goodwill or reputation; or
 - any indirect or consequential loss or damage.

If you are a consumer user:

- Please note that We only provide the Platform for domestic and private use. You agree not to use the Platform 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.
- If defective digital content that 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 that you could have avoided by following our advice to apply an update offered to you free of charge or for

damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

How we may use your personal information

We will only use your personal information as set out in our Privacy Policy please email hello@cirleoftrust.co.uk if copy required

Your commitments

You must not impersonate others or provide inaccurate information, or create an account for someone else unless you have their express permission.

You cannot do anything unlawful, misleading or fraudulent or for an illegal or unauthorised purpose.

You cannot violate the Terms or our policies.

You cannot do anything to interfere with or impair the intended operation of the Platform.

You cannot post someone else's private or confidential information without permission

Uploading content to the Platform

Whenever you make use of a feature that allows you to upload content to the Platform, or to make contact with other users of the Platform, you must comply with the content standards set out in our Acceptable Use Policy – please see policy below

You warrant that any such contribution does comply with those standards, and you will be liable to Us and indemnify Us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

Any content you upload to the Platform will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us and other users of the Platform a limited licence to use, store and copy that content and to distribute and make it available to third parties. The rights you license to Us are described in *Rights you are giving us to use material you upload*.

We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to the Platform constitutes a violation of their intellectual property rights, their right to privacy, or is defamatory towards them.

We have the right to remove any posting you make on the Platform if, in our opinion, your post does not comply with the content standards set out in our Acceptable Use Policy – please see policy below.

If you wish to contact us in relation to content you have uploaded to the Platform and that we have taken down, please contact hello@cirleoftrust.co.uk

You are solely responsible for securing and backing up your content.

You must not upload any material that could incite a terrorist offence, solicit any person to participate in terrorist activities, provide instruction on any method or technique for committing a terrorist offence or threaten to commit a terrorist offence.

Rights you are giving us to use material you upload

When you upload or post content to the Platform, you grant us the following rights to use that content:

- a worldwide, non-exclusive, royalty-free, transferable licence to use, reproduce, distribute, prepare derivative works of, display, and perform that user-generated content in connection with the service provided by the Platform and across different media including to promote the site or the service forever;
- a worldwide, non-exclusive, royalty-free, transferable licence for other users, partners or advertisers to use the content in accordance with the functionality of the Platform, to expire when the user deletes the content from the Platform.

Removal of content

We can remove any content or information that you share on the Platform if we believe that it violates the Terms, our policies, or we are required to do so by law. We can refuse to provide or stop providing access to all or part of the Platform (including terminating or disabling your account) immediately to protect the Platform or services, or if you create risk or legal exposure for us, violate the Terms or our policies, if you infringe other people's intellectual property rights or where we are required to do so by law.

We are not responsible for viruses and you must not introduce them

We do not guarantee that the Platform will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software.

You must not misuse the Platform by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Platform, the server on which the Platform is stored or any server, computer or database connected to the Platform. You must not attack the Platform via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Platform will cease immediately.

Rules about linking to our site

You may link to our home page, provided 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 a 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 the Platform in any website that is not owned by you.

We reserve the right to withdraw linking permission without notice.

The website in which you are linking must comply in all respects with the content standards set out in our Acceptable Use Policy – please see policy below

Which country's laws apply to any disputes?

If you are a consumer, please note that the Terms, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that 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.

If you are a business, the Terms, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

- **SEE BELOW FOR ACCEPTABLE USE POLICY**

ACCEPTABLE USE POLICY

PLEASE READ THE TERMS OF THIS POLICY CAREFULLY BEFORE USING THE SITE

What's in these terms?

This acceptable use policy sets out the content standards that apply when you upload content to the Platform, make contact with other users on the Platform, link to the Platform, or interact with the Platform in any other way,

Who we are and how to contact us

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By using the Platform you accept these terms

By using the Platform, you confirm that you accept the terms of this policy and that you agree to comply with them.

If you do not agree to these terms, you must not use the Platform.

We recommend that you print a copy of these terms for future reference.

There are other terms that may apply to you

Our terms and conditions see policy above (please email hello@cirleoftrust.co.uk if copy required) also apply to your use of the Platform.

We may make changes to the terms of this policy

We amend these terms from time to time. Every time you wish to use the Platform, please check these terms to ensure you understand the terms that apply at that time.

Prohibited uses

You may not use the Platform:

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm minors in any way.
- To bully, insult, intimidate or humiliate any person.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards.
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
- In any way that involves child sexual exploitation or abuse.
- To upload terrorist content.

You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of the Platform in contravention of the provisions of our terms of use.
- Not to access without authority, interfere with, damage, or disrupt:
 - any part of the Platform.
 - any equipment or network on which the Platform is stored.
 - any software used in the provision of the Platform; or
 - any equipment or network or software owned or used by any third party.

Interactive services

We may from time to time provide interactive services on the Platform, including, without limitation:

- Video-sharing facilities.
- Chat rooms; and
- Bulletin boards

("interactive services")

Where we do provide any interactive service, we will provide clear information to you about the kind of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical).

We will do our best to assess any possible risks for users (and in particular, for children) from third parties when they use any interactive service provided on the Platform, 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. However, we are under no obligation to oversee, monitor or moderate any interactive service we provide on the Platform, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards, whether the service is moderated or not.

The use of any of our interactive services by a minor is subject to the consent of their parent or guardian. We advise parents who permit their children to use an interactive service that it is important that they communicate with their children about their safety online, as moderation is not fool proof. Minors who are using any interactive service should be made aware of the potential risks to them.

Where we do moderate an interactive service, we will normally provide you with a means of contacting the moderator, should a concern or difficulty arise.

We do not store terrorist content.

Content standards

These content standards apply to any and all material which you contribute to the Platform (**Contribution**), and to any interactive services associated with it.

The Content Standards must be complied with in spirit as well as to the letter. The standards apply to each part of any Contribution as well as to its whole.

The Circle of Trust Club Limited will determine, in its discretion, whether a Contribution breaches the Content Standards.

A Contribution must:

- Be accurate (where it states facts).
- Be genuinely held (where it states opinions).
- Comply with the law applicable in England and Wales and in any country from which it is posted.

A Contribution must not:

- Be defamatory of any person.
- Be obscene, offensive, hateful or inflammatory.

- Bully, insult, intimidate or humiliate.
- Promote sexually explicit material.
- Include child sexual abuse material.
- Promote violence.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- Infringe any copyright, database right or trademark of any other person.
- Be likely to deceive any person.
- Breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal content or activity.
- Be in contempt of court.
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience, or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.
- Impersonate any person or misrepresent your identity or affiliation with any person.
- Give the impression that the Contribution emanates from the Circle of Trust Club Limited if this is not the case.
- Advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse.
- Contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism.

For the avoidance of doubt, for any Contribution in the form of video content:

- You must tell us immediately, if you upload a video containing any of the following: criminal material (relating to terrorism, sexual exploitation of children, child pornography, racism and xenophobia), unclassified or unclassifiable videos, videos rated R18 or suitable for R18 rating and other material that might impair the physical, mental or moral development of persons under the age of 18 (restricted material).
- You must not upload a video containing harmful material.

- You must not upload a video containing advertising for any of the following:
 - cigarettes and other tobacco products, electronic cigarettes or electronic cigarette refill containers, and prescription-only medicine; or
 - for alcoholic drinks that are not aimed specifically at under 18s and do not encourage immoderate consumption of alcohol.
- Any advertising included in a video you upload must not:
 - prejudice respect for human dignity;
 - include or promote discrimination based on sex, racial or ethnic origin, nationality, religion or belief, disability, age or sexual orientation;
 - encourage behaviour prejudicial to health or safety;
 - encourage behaviour grossly prejudicial to the protection of the environment;
 - cause physical, mental or moral detriment to persons under the age of 18;
 - directly exhort such persons to purchase or rent goods or services in a manner which exploits their inexperience or credulity;
 - directly encourage such persons to persuade their parents or others to purchase or rent goods or services;
 - exploit the trust of such persons in parents, teachers or others; or
 - unreasonably show such persons in dangerous situations.
- You must use the functionality provided on the Platform to declare whether, as far as you know or can reasonably be expected to know, any video contains advertising.
- **Quantity and Frequency:**

Users are encouraged to upload photographs and use the SMS function in a reasonable and appropriate quantity. The frequency should be proportionate to the purpose of the communication.

Breach of this policy

When we consider that a breach of this acceptable use policy has occurred, we may take such action as we deem appropriate.

Failure to comply with this acceptable use policy constitutes a material breach of the terms of use upon which you are permitted to use the Platform, and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use the Platform.

- Immediate, temporary or permanent removal of any Contribution uploaded by you to the Platform.
- Issue of a warning to you.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

We exclude our liability for all action we may take in response to breaches of this acceptable use policy. The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.

How this contract can be transferred

We can transfer our rights and obligations under these terms to any third party, provided this does not adversely affect your rights under these terms.

Which country's laws apply to any disputes?

If you are a consumer, please note that the terms of this policy, its subject matter and its formation are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that 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.

If you are a business, the terms of this policy, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.