

## **Terms of Service**

### **Introduction**

1.1 Welcome to the Social Value Consultancy platform (“we,” “us,” “our”). We provide a Software-as-a-Service (SaaS) product (the “Service”), which our clients can white label and provide to their clients. We also offer a secondary service that allows companies to calculate their social value star rating and provide a wellbeing portal for their employees (the “Secondary Service”).

1.2 By using our Service and/or Secondary Service, you agree to be bound by these Terms of Service (the “Terms”). If you do not agree with these Terms, you should stop using our Service and Secondary Service immediately.

### **Privacy**

2.1 Our Privacy Policy describes how we handle the personal information you provide to us when you use our Service or Secondary Service. You understand that through your use of the Service or Secondary Service, you consent to the collection and use of this information.

### **Your Account**

3.1 To access and use our Service or Secondary Service, you must create an account. You are responsible for all activities that occur under your account. You must keep your account password secure and must notify us immediately of any unauthorized access or use of your account.

### **Intellectual Property Rights**

4.1 All intellectual property rights in and to the Service and Secondary Service are owned by us unless otherwise stated in a contract with an individual client. You may not use, copy, modify, distribute, sell, or lease any part of our Service or Secondary Service, nor may you reverse engineer or attempt to extract the source code of that software, unless laws prohibit these restrictions or you have our written permission to do so.

### **Our Services**

5.1 We provide our clients with the option to whitelabel our platform or platforms and provide it to their clients. You can customise the platform with your branding and offer it to your stakeholders.

5.2 Our Secondary Service allows companies to calculate their social value and a star rating and provides a wellbeing portal for employees. The social value star rating is calculated using proprietary methodologies and is intended as a guide to assist companies in evaluating their social value.

## **Subscription Plans and Payments**

6.1 Our Service and Secondary Service are billed on a subscription basis unless otherwise stated in a contract with an individual client. You can choose either a monthly subscription plan or a yearly subscription plan.

6.2 The monthly subscription plan can be cancelled at any time. If you cancel your monthly subscription, the cancellation will take effect at the end of the current billing cycle, and you will not be charged for the next billing cycle.

6.3 The yearly subscription plan is paid in advance and cannot be cancelled before the end of the yearly term.

6.4 All subscriptions automatically renew at the end of the current subscription period, unless cancelled.

## **Refunds**

7.1 Due to the nature of the Service and Secondary Service, we do not offer refunds for any subscription payments, except where required by applicable law.

## **Accuracy of Materials**

8.1 We strive to ensure the accuracy of the materials provided through our Service and Secondary Service. However, we do not guarantee the accuracy, completeness, or reliability of any materials as they are open source, however we regularly monitor data and as and when it is updated externally it is updated on our database and platforms. The use of our Service and Secondary Service is at your own risk.

## **Limitation of Liability and Disclaimer of Warranties**

9.1 The Service and Secondary Service are provided on an “as is” and “as available” basis, and we expressly disclaim all warranties of any kind, whether express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose, and non-infringement.

9.2 We do not guarantee that the Service or Secondary Service will always be secure, uninterrupted, or error-free, or that the Service or Secondary Service will always function without disruptions, delays, or imperfections. To the maximum extent permitted by law, we will not be liable for any damages or losses arising from your use or inability to use the Service or Secondary Service.

## **Termination**

10.1 We may terminate or suspend your account at any time, for any reason, and without prior notice. If we terminate your account, you do not have a contractual or legal right to continue to use our Service or Secondary Service.

### **User Conduct**

11.1 Users are expected to use both the Service and Secondary Service responsibly and with respect towards others. We reserve the right to suspend or terminate the account of any user who uses our Service or Secondary Service to engage in offensive, illegal, or harmful conduct.

### **Governing Law and Jurisdiction**

12.1 These Terms are governed by and construed in accordance with the laws of the United Kingdom. You agree to submit to the exclusive jurisdiction of the courts of the United Kingdom.

### **Changes to the Terms**

13.1 We reserve the right to change these Terms at any time. If we make changes, we will provide notice of such changes, such as by sending an email notification, providing notice through the Service or Secondary Service, or posting the updated Terms on our website. Your continued use of the Service or Secondary Service following the posting of the updated Terms means that you accept and agree to the changes.

### **Contact Us**

14.1 If you have any questions about these Terms, please contact us at [mark@socialvalueconsultancy.com](mailto:mark@socialvalueconsultancy.com).