

# **User Terms & Conditions**

The Terms and Conditions below set out the agreement between you and Wider Plan Ltd in relation to your use of Wider Wallet.

# 1. Definitions and interpretation

- 1.1 The following terms are defined:
  - a) "You" and "your" refers to you as the site user.
  - b) "We", "us" and "our" refers to Wider Plan Ltd, a company registered in England with company registration number 5207145. Our registered address is 11 - 16 Chestnut Court, Jill Lane, Sambourne, B96 6EW.
  - c) "Wider Wallet" refers to the Wider Wallet website at www.widerwallet.com together with any other websites which have been developed by Wider Plan Ltd and which state that they are powered by Wider Wallet.
  - d) "Supplier" refers to a provider of products or services which is, or has been, included on Wider Wallet.
- 1.2 The headings to clauses are for convenience only and shall not affect the construction or interpretation of these terms.
- 1.3 Unless otherwise stated.
  - a) The singular includes the plural and vice versa;
  - b) The words "includes" and "including", and variations thereof, are each without limitation.

#### 2. Acceptance of our Terms and Conditions

2.1 By registering to use Wider Wallet, you signify that you agree to our Terms and Conditions. By continuing to use Wider Wallet, you signify that you consent to the then current Terms and Conditions as available via the website at that time.

## 3. Registering to use Wider Wallet

- 3.1 Wider Wallet is not publicly available but can be accessed by employees of selected organisations and members of selected affinity groups. If you are eligible to register for Wider Wallet, your employer or affinity group will be able to provide you with an access key.
- 3.2 Any information that you provide to us during registration or during your ongoing use of Wider Wallet must be current and accurate. If you supply any incorrect or inaccurate information this may have an effect on the personalised service you receive.

# 4. Security

- 4.1 You are responsible for safeguarding your login details. You must contact us immediately if you believe that your account has been compromised or if you believe that the security of your account is at risk.
- 4.2 Any actions which take place in your account as a result of you failing to safeguard your login details will be deemed to be your responsibility.
- 4.3 While we take all reasonable precautions to ensure the security of Wider Wallet and to protect your personal data, the nature of online systems means that it is not possible to completely

guarantee security. In the event of Wider Wallet being subject to a criminal attack, we will not be liable for any unauthorised access to your data or any loss which may arise.

## 5. Communications

- 5.1 Any notices from us to you shall either be displayed in your online account or emailed to you at the email address which is linked to your account.
- 5.2 It is your responsibility to provide us with a valid email address and to notify us should that email account ever become invalid.
- 5.3 It is your responsibility to access and read any account notifications which we send to your specified email address and we are not responsible for your failure to do so for any reason.

## 6. Use of the website

- 6.1 Your online account is provided for your personal use. Your account should not be used by any other person except where this is specifically indicated on the site. You must not use Wider Wallet for any business purposes or on behalf of any commercial entity.
- 6.2 Your use of Wider Wallet must be for lawful purposes only. The site must not be used to:
  - a) Publish, promote, send or receive any material which could be deemed harmful, offensive or illegal
  - b) Collect or distribute any personal data about other users
  - c) Upload any files that could cause damage to the site or to another's computer
  - d) Participate in any fraudulent activities
  - e) Copy or exploit any aspect of Wider Wallet for any personal or commercial purpose.
- 6.3 You must not attempt to interfere with the workings of Wider Wallet in any way.
- 6.4 You must not attempt to bypass any security measures which we may use to restrict or prevent access to Wider Wallet.
- 6.5 You must not use any scraper, robot, spider or any other automated means to access Wider Wallet for any purpose.
- 6.6 All information and images on Wider Wallet are the property of Wider Plan Ltd or participating suppliers. You must not copy or alter any of the site content without permission.

# 7. Purchasing offers and products from suppliers

- 7.1 For your convenience, Wider Wallet contains links to supplier websites. Supplier websites are not controlled by us and we accept no responsibility for their content or actions.
- 7.2 When using a supplier's website, you must be aware that any personal information you supply to them will be handled in line with their Privacy Policy, not ours. You should check that you agree with each supplier's Privacy Policy before giving them any of your personal details.
- 7.3 Suppliers may apply their own Terms and Conditions to the use

of their websites or to their offers. You should read the terms on the supplier's website, as well as any terms which relate to the relevant offer, before purchasing the product or service, as your contract for the product or service will be between you and the supplier, not between you and us.

- 7.4 It is your responsibility to evaluate the supplier before purchasing from them. The information displayed on Wider Wallet in respect of any offer is provided in good faith for your convenience. The inclusion of any offer, product, service, link or other information on our site does not imply that we endorse or recommend it.
- 7.5 We are not responsible for any aspect of a supplier's service. If you are not satisfied with the product or service provided by a supplier, you will need to raise your complaint directly with the supplier. However, we will welcome your feedback about any supplier.

# 8. Payments and refunds

8.1 If you choose to purchase a product or service from a supplier, any matters relating to payments and refunds are to be agreed between you and the supplier.

#### 9. Our rights

- 9.1 We reserve the right to modify Wider Wallet and to change or remove offers at any time and we are under no obligation to notify you of these changes.
- 9.2 We reserve the right to suspend your account if it has been inactive for six months or more.
- 9.3 We reserve the right to discontinue the service without notice if your employer or affinity group ceases to have access rights.

#### 10. Our liability

- 10.1 Your use of Wider Wallet is entirely at your own risk.
- 10.2 We endeavour to ensure that the site is accurate and up-to-date and we regularly contact suppliers to confirm the validity of offers. However, suppliers may fail to notify us of changes and this may lead to information on the site being inaccurate. We will not be liable for any decision that you make based on offer details provided by us or by a supplier. If you become aware that any information on the site is inaccurate, we ask that you notify us and we will take appropriate action.
- 10.3 We shall bear no liability for any aspect of a supplier's service.
- 10.4 We will use all reasonable endeavours to ensure that Wider Wallet runs smoothly. However, we do not warrant that your use of this site will always be uninterrupted or error free.
- 10.5 We shall bear no liability for any computer or internet failures that you experience while using Wider Wallet.
- 10.6 While we take all reasonable precautions, we cannot guarantee that the site or its server is free of viruses and we will not be liable for any software damage or data loss resulting from your use of the site
- 10.7 If an offer is exceptionally popular and Wider Wallet experiences a high volume of internet traffic, you may experience a slower service or site failure. We will not be liable for any losses or missed opportunities arising from you being unable to take advantage of an offer.
- 10.8 We will not accept any responsibility for claims, demands, losses, costs, legal expenses, illness, injury, death, or liability of any kind whatsoever unless caused directly by us or by our negligence.

## 11. Data protection

- 11.1 Data protection terminology used in this agreement should be interpreted as having the same meaning as in the prevailing Data Protection Act and the General Data Protection Regulations.
- 11.2 Wider Plan is registered with the Information Commissioner's Office as a Data Controller.
- 11.3 These Terms and Conditions should be read in conjunction with our Privacy Policy, which is available online at www.widerwallet.com and which provides the details of how we lawfully, fairly and transparently process personal data in respect of Wider Wallet.

#### 12. Changes to these Terms and Conditions

12.1 We reserve the right to amend these Terms and Conditions at any time. We will notify you of any change by email or via your online account. Your continued use of the site will signify your agreement to the amended Terms and Conditions.

#### 13. Sanctions and termination

- 13.1 We reserve the right to deny you access to the site without prior notification if we feel that there is a legitimate reason, including without limitation:
  - a) your actual or suspected misuse of Wider Wallet, or
  - b) your actual or suspected violation of these terms, or
  - c) any actual or suspected breach of security, or
  - d) any actual or suspected criminal activity.
- 13.2 We shall fully co-operate with any law enforcement authorities or court order requesting or directing us to disclose the identity of anyone involved in suspected criminal activity.
- 13.3 If Wider Wallet has been made available to you by your employer or via an affinity group, you will cease to be eligible to use Wider Wallet if you cease to work for that employer or cease to be a member of the affinity group. However, transactions that commenced before eligibility ceased may be completed. You must notify us within 30 days if you cease to be eligible to use the site. If you have elected to upgrade to premium membership you will continue to have access to your Wider Wallet account while your subscription remains active.

#### 14. Complaints and feedback

14.1 We welcome all feedback and suggestions. Should you have wish to provide feedback or to raise a complaint, please contact us by phone on 0800 612 7220 or by email at info@widerwallet.com. A copy of our complaints policy is available on request.

# 15. Force majeure

- 15.1 We shall be not liable for any failure in our service or any breach of our responsibilities caused by circumstances beyond our reasonable control, including without limitation:
  - Act of God, explosion, flood, tempest, lightning or extreme weather conditions
  - b) Fire or accident
  - c) War or threat of war, sabotage, insurrection, strike, labour dispute, riot, civil disturbance or requisition
  - Acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority.

# 16. Governing law and jurisdiction

- 16.1 This agreement, including the Privacy Policy, shall be governed and construed in accordance with English law, and the English courts shall have exclusive jurisdiction to determine the interpretation and application of these conditions if any disputes arise.
- 16.2 If the English courts find any provision of this agreement to be unlawful, invalid or unenforceable, that provision shall be deemed severed and the validity and enforceability of the remaining provisions shall not be affected.