

# **VOCASO Consumer Terms and Conditions for supply of services and membership**

## 1. Terms and conditions

- 1.1. **Please read the following important terms and conditions before you apply to become a member of VOCASO or purchase any services from us and check that they contain everything you want and nothing that you are not willing to agree to.**
- 1.2. **If you sign up to be a member of VOCASO you expressly request that we start providing you our member services within your 14-day cancellation period.**
- 1.3. You must agree to these terms before you apply to become a member or buy any services from us.
- 1.4. You must be at least 18 years old and a resident of the UK to become a member or buy any services from us.
- 1.5. **Your attention is drawn in particular to the disclaimers and limitations of liability in clause 27 below.**
  - These terms and conditions ('these terms') set out:
    - your legal rights and responsibilities.
    - our legal rights and responsibilities; and
    - certain key information required by law.

## 2. Key terms

2.1. The following key terms are used in this contract:

- **'Contract'** means any contract or agreement we have with you.
- **'Community network'** means the network of members that we operate under the brand VOCASO and may include individuals and businesses.
- **'Digital content'** means the features, functions, software, systems, content, materials and other data and information made available on or through the members-only parts of our site.
- **'Membership'** means your membership of the community network.
- **'Services'** means the membership services that we provide to you (i.e., we give you access to the members-only parts of our site) as well as related activities, which may include the supply of the digital content.
- **'Site'** means <https://www.vocaso.com/>.

- ‘We’, ‘us’ or ‘our’ means VOCASO Limited.
- ‘You’ or ‘your’ means the person using our site to buy services from us and become an individual member of the community network.

### 3. Do you need extra help?

3.1. If you would like these terms and conditions in another format (for example: audio, large print, braille) please contact us using the contact details at the top of this page.

### 4. Who are we?

4.1. We are VOCASO Limited, a company registered in England and Wales under company number: 13074637.

4.2. Our registered office is at: 107 Bell Street, London, United Kingdom, NW1 6TL.

4.3. Our VAT number is: 367109880.

### 5. Introduction

5.1. If you become apply to become a member or buy any services from us, you agree to be legally bound by these terms. These terms are the only terms that apply.

5.2. To use our site and many of the membership benefits, you must have Internet access and a supported device.

5.3. These terms and conditions apply only to individual members who are consumers. If you are a business, you may be able to become a member, but different terms apply.

5.4. When buying any services from us you also agree to be legally bound by:

- these terms.
- any website terms and conditions.
- extra terms which may add to, or replace some of, these terms This may happen for example if there is a law or regulatory change or for our other business purposes. We will contact you to let you know if we intend to do this by giving you one month’s notice. You can end a contract at any time by giving one month’s notice if we tell you extra terms apply prior to a renewal of your membership; and
- specific terms which apply to certain services which are offered through us for an additional cost and/or are new features. If you want to see these specific terms, please visit the relevant webpage for that benefit at any time during the online checkout process.

To the extent any of the above documents form part of any contract with you they apply as though set out in full here.

## **6. Membership, fees, and renewal**

- 6.1. You cannot become a member or use the services unless you pay our annual membership fee, either through our one-time annual payment plan or through our annual monthly instalment plan. Your membership is valid for 12 months from when it is granted or renewed.

In the event of non-payment within the agreed-upon monthly payment plan, membership will be terminated with immediate effect with all access to and participation in members portal, benefits, events and services also terminated with immediate effect. Further payments still owed for the remainder of the 12-month contract will still be due and payable as per membership terms.

- 6.2. Your membership will continue until cancelled and automatically renews on the anniversary of the commencement of your membership for a further period of 12 months unless you tell us to cancel it at least 30 days before it is due to expire. You can cancel your membership via your membership account portal or by contacting us at [hello@vocaso.com](mailto:hello@vocaso.com) to request cancellation.
- 6.3. The prices for membership and for our services is displayed on our website. Please note we may change our fees and the price for membership and other services from time to time. We will give you reasonable advance notice of changes to your annual membership fee which will not apply until your next renewal, and you will have the opportunity to cancel your membership before it renews. For other services where there is a price change, we will give you reasonable advance notice of changes and you may choose to cancel those services if you do not to agree to the price change. However, such changes will not affect existing contracts we have for you for those services.
- 6.4. If there has been an error on the website regarding the pricing of any of our services and this affects your order, we will try to contact you using the contact details you provided when you placed your order. We will give you the option to re-confirm your order at the correct price or to cancel your order. If we are unable to contact you, we will treat the order as cancelled and notify you by email.

## **7. Becoming a member of the community network and when our contracts are entered into**

- 7.1. You agree to become a member or purchase services by completing the relevant form on our site and making payment.
- 7.2. When you place your order at the end of the online checkout process (e.g., when you click on the 'Pay now' button), we will acknowledge it by email at this point:
- a legally binding contract will be in place between you and us; and

- we will provide the services and supply the digital content via our site as agreed.

Membership is not transferable and is for the member's personal use only.

## 8. Membership Services

- 8.1. If you become a member, you will receive access to certain services including the ability to access exclusive materials and content, connect with companies and businesses, sign up for and attend various online and in-person events, training programmes, coaching sessions and participate in community discussions. Full details of what benefits a membership with us includes are set out on our site and may be varied from time to time by us at our discretion.
- 8.2. The benefits are aimed at preparing you for appointments as a non-executive director ('NED') or advisory board member ('ABM').
- 8.3. The services are aimed at preparing members for appointment to NED or as ABMs, are likely to result in members being introduced to organisations that may wish to hire them as NED's or in ABM positions. There is no guarantee as to whether such introductions will be made or the number of such introductions, which will depend entirely on the availability of suitable positions. Further, whilst such introductions may ultimately result in the appointment of members to NED/ABM positions, there is, obviously, no guarantee of such appointment (which will depend on the suitability of the member and is entirely the decision of the recruiting organisation). No part of the fees relates to, or is contingent upon, such introductions being made or to the member obtaining such appointment/s.
- 8.4. Certain benefits are included with your membership at no additional cost. Other benefits and services will be offered at additional cost. These are optional. You can purchase them through our site by paying a fee as set out on the relevant webpage of our site. Payment will be made to in accordance with clause 19 below.
- 8.5. Some additional services are provided and delivered by carefully selected strategic partners. Payment for such benefits and contracts for them will typically be made directly to the provider of that specific additional benefit. In this case, payment and supply of the relevant services or goods will be governed by the terms and conditions of that third-party provider and will be at your own risk and these terms and conditions will not apply to those benefits. If you wish to amend any third-party services after your order with them has been confirmed, you will need to discuss this with that third party directly. We may receive commission or other introduction fees from the third parties, and you agree that we may keep these.
- 8.6. Services and benefits are available on our site are subject to change without notice to you. We reserve the right to modify or discontinue any benefit at any time.

## 9. Your account

- 9.1. If you choose, or you are provided with, a username, 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.
- 9.2. We have the right to disable any username 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 these terms of use.
- 9.3. If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at [hello@vocaso.com](mailto:hello@vocaso.com)
- 9.4. You must use our services fairly and not use them to provide services to a third party. You must not share your membership or allow anyone else to use your access credentials or the information we make available to you.
- 9.5. Any information you provide us must be accurate. If it becomes inaccurate you should let us know as soon as possible.

## 10. Carrying out of the services

- 10.1. We will provide our services to you at times we specify from time to time. The duration of your membership carries on for the periods stated above.
- 10.2. Some services are carried out online for example by online meetings. However, on some occasions in-person events may be made available. We will do all that we reasonably can to provide the services at the time(s) and date(s) or within the period agreed with you. If there might be a delay before we can start or restart the services, we will email you to let you know as soon as reasonably possible. However, we are not liable to you for any losses you incur as a result of any delay caused by circumstances beyond our reasonable control (for example, severe weather, accidents or unpredictable traffic delays).
- 10.3. Our carrying out of the services might be affected by events beyond our reasonable control. If so, there might be a delay before we can start or restart the services, having made reasonable efforts to limit the effect of any of those events and having kept you informed of the circumstances, but we will try to start or restart the services as soon as those events have been fixed. If the services are delayed by more than 30 days, we will email you to let you know and offer you the option to either continue waiting until the issue has been resolved (if this is possible) or to cancel your order and get a refund for any services that have not yet been provided.

## **11. Our rights**

- 11.1. All rights in and to services and our content including the name 'VOCASO' and any information and data, the 'look and feel', logos, icons, trademarks, images, video clips, sound clips, editorial content, notices, layouts, or arrangement of the contents of the services, (and the underlying code and software) are our property or that of our licensors and all our rights are reserved in them.
- 11.2. You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.
- 11.3. You must not upload, repost, or publicly communicate any of the content of our site without our express and specific prior written consent.
- 11.4. You must not try and obtain any access to any part of our site not made available to the public by us or any data belonging to or referring to any third party (unless we have made it available on publicly visible pages) and you must not attempt to circumvent, test, or breach any security aspects of our site. You must not attempt to gain unauthorised access to our site, the server on which our site is stored, or any server, computer or database connected to our site.

## **12. Our community rules/acceptable use**

- 12.1. You must treat all users of our site and/or services with respect regardless of their positions or backgrounds.
- 12.2. You must keep confidential any confidential information shared with you through our site or our community network including that of other members.
- 12.3. You must conduct yourself in a professional manner at all times and avoid any behaviour that could be considered inappropriate, unprofessional or unethical.
- 12.4. You must not use our site or community network which amounts to harassment or discrimination.
- 12.5. You must not use our site or our community network for political purposes or to advertise any product or services, send spam messages or solicit other users of our site in any way or sell any goods or services.
- 12.6. You must not share any intellectual property or confidential information without the express permission of owner of it. If you share any personal data of any other person, you must have the permission of that person. You must not share any information or content about individuals under 18.

- 12.7. You must not use our site or our community network for any illegal activities or communicate anything that is false or misleading.
- 12.8. You must comply with all applicable laws and regulations.
- 12.9. You must not defame or disparage us, the community network or any of its members.
- 12.10. You must abide by the rules of the community network and any additional rules or guidelines that may be issued by us from time to time.
- 12.11. If you breach any of the rules in this clause 12, we reserve the right to end our contract with you and terminate your membership immediately.

### **13. We are not responsible for websites we link to**

- 13.1. Where our site contains links to other sites and resources provided by third parties, 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.
- 13.2. We have no control over the contents of those sites or resources.

### **14. Your privacy and personal information**

- 14.1. Our **Privacy Policy** is available at <https://www.vocaso.com/privacy-policy>.
- 14.2. Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Policy, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities if you have a query or complaint about the use of your personal information.
- 14.3. While we will do what we can to protect the security of your information and account, we cannot guarantee that unauthorised third parties will not be able to defeat our security measures.

### **15. Rights to cancel may be lost in certain supplies**

- 15.1. When you place an order for our services which are digital content, you may be asked to tick a box to confirm that you consent for the digital content to become available immediately after we accept your order and that you acknowledge that this means you lose your right to cancel.
- 15.2. This means that you do not have the right to cancel that contract and you are not entitled to a refund unless the digital content is faulty.
- 15.3. This does not affect the rights you have if your digital content is faulty.



## 16. Your rights to cancel certain services

- 16.1. Where you have not ticked a box confirming you lose rights to cancel, you will have the right to cancel your contract for the supply of those services within 14 days from the date of your order confirmation for those services without giving any reason.
- 16.2. We will not provide any of those services during the 14-day cancellation period unless you request for us to do so by ticking the relevant box when you place your order. We are under no obligation to accept your request.
- 16.3. If you request for us to start providing services during the 14-day cancellation period and we agree to do so, this will impact your cancellation rights as follows:
- you lose your right to cancel once the services are fully performed and will not be entitled to a refund even if the cancellation period has not expired.
  - if the services have not been fully performed, you will be required to pay for the services we provided up to the time that you told us that you want to cancel.
- 16.4. However, for your membership, if you cancel within 14 days, we will give a full refund.
- 16.5. To cancel your order, please email us at [hello@vocado.com](mailto:hello@vocado.com). You can also use the cancellation form available to download [here](#).
- 16.6. We will provide you with a refund as soon as possible and no later than 14 days after the day on which you told us that you want to cancel. If services have been provided during the cancellation period at your request, we will make deductions from any refund due to you as explained above.
- 16.7. We will issue your refund to the same payment method you used when you placed your order.
- 16.8. This does not affect the rights you have if your services are faulty.

## 17. Permission to use the services

- 17.1. When you become a member and any of our content is made available to you, you will not own it. Instead, we give you permission to use it (also known as a 'licence') for the purpose of you using and enjoying it according to this contract.
- 17.2. The permission:
- is personal to you. You can use it wherever you want in the world but only if you comply with local laws.
  - is non-exclusive to you. We may supply the same services and content to others.

- may not be:
  - copied by you except you may make a copy of it for your personal use only (and not for any business use).
  - changed by you (which means, in particular, that you are not allowed to adapt, reverse-engineer or decompile it, or try to extract any source code from it, except where any of this is allowed by law).
  - combined or merged with, or used in, any other computer program; or
  - distributed or sold by you to any third party.

17.3. Except where you have permission to use the content under this clause 17, you will not obtain any rights of ownership or other rights (of whatever nature) in the digital content or in any copies of it. When our contract ends, all these rights terminate.

## **18. Confirmation of your order**

18.1. Once you have placed your order and the confirmation email has been sent to you the digital content on our members-only parts of our site will be made available to you automatically on our site. Other services will be made available as set out in the particular terms in that contract with you.

## **19. Payment**

19.1. We do not process payment when you buy services from us but instead you are transferred to a third party who processes this payment who accept payment through credit cards and debit cards.

19.2. We will do all that we reasonably can to ensure that all of the information you give us is secure, in the absence of negligence on our part, any failure by us to comply with this contract or our Privacy Policy or breach by us of our duties under applicable laws, we will not be legally responsible to you for any loss that you may suffer if a third party gains unauthorised access to any information that you give us.

19.3. Your credit card or debit card will only be charged when you click on the 'Pay now' button during the online checkout process. The members-only parts of the site will become available after the completion of the onboarding process on our site.

19.4. All payment will be processed by Wix Payments or another payment provider we select.

19.5. All prices are in pounds sterling (£) (GBP) and are inclusive of VAT.

19.6. All payments by credit card or debit card need to be authorised by the relevant card issuer. We may also need to use extra security steps.

19.7. If your payment is not received by us when due, we may charge interest on any balance outstanding at the rate of 4 percentage points per year above the Bank of England base rate. We will email you to let you know if we intend to do this.

19.8. Nothing in this clause affects your legal rights to cancel the contract during the cancellation period as set out above.

## **20. Nature of the services**

20.1. The Consumer Rights Act 2015 gives you certain legal rights (also known as ‘statutory rights’). The services that we provide to you must be carried out with reasonable care and skill. The digital content that we provide to you must be as described, fit for purpose and of satisfactory quality.

20.2. We are under a legal duty to supply you with services and the digital content that are in conformity with this contract.

20.3. When we supply the digital content:

- we will use all reasonable efforts to ensure that it is free from defects, viruses, and other malicious content.
- we do not promise that it is compatible with any third-party software or equipment except where we have said that it is or on our site; and
- you acknowledge that there may be minor errors or bugs in it.

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

20.5. You must not misuse our site by knowingly introducing viruses, trojans or other material that is malicious or technologically harmful.

## **21. Faulty services or digital content**

21.1. Nothing in this contract affects your legal rights under the Consumer Rights Act 2015 (also known as ‘statutory rights’). You may also have other rights in law.

21.2. If the digital content or the services we have provided to you are faulty, please contact us using the contact details at the top of this page.

21.3. To avoid faults in the digital content, you must use it only on the recommended third-party software and equipment set out on our site.

## Ending our contract

### 22. Termination by us

22.1. We can end your membership and any services we have agreed to supply to you and any corresponding contract if you do not comply with any part of it.

22.2. We will give you a reasonable amount of notice before this occurs but if what you have done is serious then we may end our contracts with you and terminate your membership immediately and without advance notice to you. 'Serious' includes that you are causing harm (or attempting to cause harm) to other users of our site, interfering with the operation of the site or doing anything else that we think presents a big enough risk to justify us doing so quickly including without limitation breaching our community rules.

22.3. The consequences of ending our contracts with you are as follows:

- you cease to be a member and are no longer allowed to use the site and we may remotely limit your access to it.
- you may no longer have access to the digital content.
- we may delete or suspend access to any accounts that you hold with us; and
- you are not entitled to a refund.

22.4. We reserve the unconditional right to suspend, withdraw, terminate, amend, or restrict access to some parts of the services, or to the services entirely, to you at any time immediately without notice for any reason, and without liability to you, including (without limitation) in circumstances where:

- we have reasonable grounds to suspect unauthorised or fraudulent use of the services.
- we reasonably suspect that you have not complied with these terms (including not making any payment of fees when they fall due).
- we reasonably suspect a breach of confidentiality or infringement of our intellectual property rights by you or a third party.

### 23. Termination by you

23.1. You may terminate the services and/or your membership immediately if:

- we have told you about an upcoming material change to the services or these terms and you notify us in writing that you do not agree with such change prior to such change coming into effect.
- there is a risk that supply of the services may be significantly delayed because of events outside our control.
- we have suspended supply of the services for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 3 months; or
- you have a legal right to end the services and/or your membership because of something we have done wrong.

23.2. On termination of our contract with you (for whatever reason) all licenses, and rights granted to you in relation to the services shall immediately come to an end.

23.3. If we terminate these Terms, you may not be entitled to future membership and you may not benefit from the services in any way (including but not limited to by using our services indirectly as a guest or beneficiary of another member).

## **24. End of our contract**

24.1. If any contract is ended it will not affect our right to receive any money which you owe to us under that contract.

## **25. Transferring rights**

25.1. We may transfer our rights under this contract to another business without your consent, but we will notify you of the transfer and make sure that you are not adversely affected as a result.

25.2. You are not allowed to transfer your rights under this contract to anyone.

## **26. General**

26.1. Even if we delay in enforcing any of our rights under this contract, we can still enforce them later. If we do not insist immediately that you do anything you are required to do under this contract, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

26.2. Each of the clauses of this contract operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.

## **27. Limitation on our liability**

27.1. Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for any:

- losses that were not foreseeable to you and us when the contract was formed.
- losses that were not caused by any breach on our part.
- business losses; or
- losses to non-consumers.

27.2. We only provide our services for private non-business use. You agree not to use 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 any indirect or consequential losses that were not foreseeable to both you and us when you commenced using our services.

27.3. Nothing in these terms shall affect your statutory rights as a consumer or limit or exclude our liability for personal injury or death caused by our negligence or fraudulent misrepresentation or any other liability which cannot be excluded or limited under law.

27.4. The laws of some countries do not allow some or all of the limitations described above. If these laws apply to you, some or all of the above limitations may not apply to you, and you might have additional rights.

## **28. Third party rights**

28.1. No one other than a party to this contract has any right to enforce any term of our contract with you or these terms.

## **29. Variation**

29.1. No changes to this contract are valid or have any effect unless agreed by us in writing or made in accordance with these terms. We may vary these terms on 30 days' written notice to you.

## **30. Disputes**

30.1. We will try to resolve any disputes with you quickly and efficiently. If you are unhappy with the services we have provided or any other matter, please contact us as soon as possible using the contact details set out at the top of this page.

### **31. Events beyond our control**

31.1. We are not liable to you if we fail to comply with these terms because of circumstances beyond our reasonable control. This includes communications, network or internet failures or problems.

### **32. Viruses**

32.1. We are not responsible for viruses, and you must not introduce them.

32.2. We do not guarantee that our site will be secure or free from bugs or viruses.

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

32.4. You must not misuse our site 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 our site, the server on which our site is stored, or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack.

### **33. Miscellaneous**

33.1. This contract is only available in English. No other languages will apply to this contract.

33.2. If you have any questions about this contract or any orders you have placed, please contact us sending an email to [insert email address] or [filling out and submitting the online contact form available here [insert link to online contact form]].

33.3. The details of this contract will not be filed by us. Please print out or save a copy of this contract for your records as we will not save a copy for you.

### **34. Which country's laws apply to any disputes?**

34.1. These 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.

These terms were last updated on 22/11/2023.