



GoHenry Insiders Terms and Conditions

This is where we tell you all about the legal terms and conditions that apply to your participation in GoHenry Insiders and any content that you may create and share.

It is important that you read these terms and conditions, because this is where we spell out our responsibilities and rights to any of the content that you create and share and your rights as the creator of such content. By ticking the box on the GoHenry Insiders sign up form, you are accepting these terms and conditions and are legally bound by them. If you don't wish to be bound by these terms and conditions then you will not be able to participate in the GoHenry Insiders program.

We may make changes to these terms and conditions at any time. If we do, we will post these changes here and they will be effective immediately in respect of all content shared after we post them. Please check regularly so that you are aware of any changes, as once they appear here, if you then use the platform to share content to us, it means that you accept them.

Please read the information below:

By clicking 'I have read and agree to the terms and conditions' on the GoHenry Insiders sign up form, you are confirming that you enter into the following terms with GoHenry Limited ("us" or "we" or "the Company").

Assignment

1. Pursuant to the terms above you confirm on behalf of yourself and your child or children (as applicable) that:

1.1 You grant the Company permission to use worldwide and in perpetuity, you and/or your child's likeness (as applicable) in any photographs, video footage, audiotapes, digital images, testimonials, interviews, quotes and the like, and the contents of any message, post, comment or feedback shared through the GoHenry Insiders program (collectively, the "Materials") in any and all of the Company's non-commercial or commercial media, including but not limited to website entries, printed marketing material, email marketing content, social media content and TV, for the purpose of promoting and advertising the Company (hereinafter, the "Purpose").

1.2. You hereby assign to the Company any right in the Materials that you may have and understand and agree that the Company will retain irrevocable and unrestricted use of the Materials. You agree that you have been compensated for the Company's use of the Materials or have otherwise agreed to this release and assignment without being compensated. You waive any right to royalties or other compensation arising or related to the use of the Materials. Provided, the Company agrees not to portray the Materials in any derogatory manner; you hereby irrevocably authorise the Company to copy, edit, modify or create derivative works of the Materials at its own discretion for the Purpose. You hereby hold harmless and release and forever discharge the Company from all claims, demands, causes of action which you or any other person acting on your or your estate's behalf (or on behalf of your child or their estate) may bring.

1.3. You have the right to withdraw the consent you have given under these Terms at any time by telephoning the Company's member services team at 0330 100 7676 or writing to the Company at help@gohenry.co.uk or Stirley House, Ampress Lane, Lymington, SO41 8LW. This will not affect the lawfulness of any processing carried out by the Company before you withdraw your consent.

Warranty

2. You hereby warrant that all Materials that you have assigned to the Company pursuant to these terms are your original work and have not been copied wholly or substantially from any other source save where indicated otherwise in the materials.

Indemnity

3. You hereby agree to indemnify the Company against all losses, damages or liabilities that the Company may incur as a result of any breach of your warranties or any claims from any third party that the Company's use of the Materials infringes on the rights of that party.



Confidentiality

4.1 Confidential information means all confidential information (however recorded or preserved) disclosed by the Company to you whether before or after you agreed to these terms, that you know or should know is confidential based on the circumstances surrounding the disclosure and whether or not marked as “confidential” including, without limitation (a) any technical and nontechnical information related to the Company’s business and current, future and proposed products and services of ours, including for example and without limitation, information concerning research, development, know-how, trade secrets, design details and specifications, financial information, procurement requirements, engineering and manufacturing information, customer, partner and supplier lists and data, business forecasts, sales information, marketing plans, metrics and data, and business plans (b) any information that the Company has received from others that may be made known to the you under this Agreement.

4.2 The provisions of this clause shall not apply to any Confidential Information that:

- (a) is or becomes generally available to the public (other than as a result of its disclosure by the you in breach of this clause);
- (b) was available to the you on a non-confidential basis before disclosure by the the Company;
- (c) was, is or becomes available to the you on a non-confidential basis from a person who, to the your knowledge, is not bound by a confidentiality agreement with the the Company or otherwise prohibited from disclosing the information to you; or
- (d) the parties agree in writing is not confidential or may be disclosed; or
- (e) is developed by or for you independently of the information disclosed by the Company.

4.3 You shall keep the Company’s Confidential Information confidential and shall not:

- (a) use such Confidential Information except for the purpose of exercising or performing its rights and obligations under or in connection with this agreement (Permitted Purpose); or
- (b) disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause 1.

4.4 You may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible.

4.5 The Company reserves all rights in its Confidential Information. No rights or obligations in respect of the Company’s Confidential Information other than those expressly stated in these terms are granted to the other party, or to be implied from this agreement.

4.6 Upon Termination or expiry of these Terms you shall:

- (a) destroy or return to the other party all documents and materials (and any copies) containing, reflecting, incorporating or based on the other party's Confidential Information; and
- (b) erase all the other party's Confidential Information from computer and communications systems and devices used by it, including such systems and data storage services provided by third parties (to the extent technically and legally practicable).

4.7 All Confidential Information is provided by the Company “AS IS” and without any warranty, express, implied or otherwise, regarding any Confidential Information completeness, accuracy or performance.

4.8 The provisions of this clause 4 shall continue to apply after Termination or expiry of these Terms you leave the GoHenry Insiders for a period of 3 years.

Data Protection

5. The Company is the controller and responsible for the personal data comprising the Materials and your contact details.



5.1 The Company will:

- (a) Ensure that it complies with the requirements of all legislation and regulatory requirements in force from time to time relating to the use of the Materials and your contact details and;
- (b) Process the Materials and your contact details in accordance with the GoHenry Insiders privacy notice.

Term

6.1 These Terms and Conditions shall be effective from acceptance by you and continue for a period of three (3) years (Initial Term), and shall automatically continue for successive periods of three (3) years (the "Renewal Term"), unless terminated as provided herein. Either party may terminate your participation in the GoHenry Insiders at any time, with immediate effect, by providing the other party with written notice.

Third Party Rights

7. These Terms are made solely and specifically between and for the benefit of the parties. These Terms are not intended to be for the benefit of and shall not be enforceable by any other person whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

Severability

8. If a court of law holds any provision of these Terms to be illegal, invalid or unenforceable, (a) that provision shall be deemed amended to achieve an economic effect that is as near as possible to that provided by the original provision and (b) the legality, validity and enforceability of the remaining provisions of these Terms shall not be affected.

Assignment

9. You shall not assign your rights, or delegate any performance under these Terms without the prior written consent of the Company. Any purported assignment of rights or delegation of performance in violation of this paragraph is void.

Waiver

10. If the Company waives any term, provision or the your breach of these Terms in any way,, such waiver shall not be effective unless it is in writing and signed by the Company. No waiver shall constitute a waiver of any other or subsequent breach by you. These Terms may be modified only if authorised representatives of both parties consent in writing.

Entire Agreement

11.1 These Terms constitute the final and exclusive agreement between the parties with respect to the GoHenry Insiders program. It supersedes all agreements, whether prior or contemporaneous, written or oral, concerning the GoHenry Insiders program.

11.2 The GoHenry Insiders program is not sponsored, endorsed or administered by, or in association with Facebook.

Governing law and Jurisdiction

12. Any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms and Conditions or its subject matter or formation, or otherwise in connection with the Materials shall be governed by and construed in accordance with the law of England and Wales if you reside in the UK, or by the laws of the State of New York if you reside in the US.