

## Mutual Benefits

### Terms and Conditions

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#### 1. Acceptance of Terms and Conditions

This website and the services offered on it (the "Mutual Benefits Programme") are owned and operated by British Friendly Society Limited Incorporated under the Friendly Societies Act 1992 under registered no 392F with Registered Office at 45 Bromham Road, Bedford, MK40 2AA. ("the Society"). The services provided by the Mutual Benefits Programme ('the Services') are provided to you pursuant to these Terms and Conditions and any operating rules or policies that may be published by the Society (including the Privacy Policy), as may be amended from time to time (the "Agreements"). By using the Mutual Benefits programme, you agree to be bound by the Terms and Conditions contained herein and in the agreements.

#### 2. General Terms and Conditions

- 2.1 Access to and use of the Mutual Benefits Programme is a discretionary benefit of membership of the Society. The Mutual Benefits Programme has no predetermined termination date and may continue until such time as the Society decides to withdraw it. The Society reserves the right to withdraw it, at any time, with or without notice.
- 2.2 If the Mutual Benefits Programme is terminated, the services may be withdrawn immediately without any obligation or liability on the Society, and no award claims shall be honoured after the conclusion of any notice period.
- 2.3 Members have the option to opt-out of Mutual Benefits by contacting the Mutual Benefits Team on [mutualbenefits@britishfriendly.com](mailto:mutualbenefits@britishfriendly.com) or **01234 358 344** Monday to Friday between 9am and 5pm or unsubscribing from e-mails.
- 2.4 Any member of the Society who is aged 18 or over, UK resident and up-to-date on policy premiums (ie. not in arrears ) may participate in the Mutual Benefits Programme. Members will be able to access Mutual Benefits within 7 days of becoming eligible (ie. new members will be able to access the programme within 7 days of their policy starting).
- 2.5 Any member of the Society's staff who is aged 18 or over, a UK resident and a full or part time employee of British Friendly may also participate in the Mutual Benefits Programme.
- 2.6 Third party partners may require additional fees to access full or additional services.
- 2.7 Please note that some of the third-party services provided through Symbio powered by Health Hero may only be available online, or to those with access to a valid email address. If a member does not have a valid email address or access to the internet,

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they should contact the Mutual Benefits Team on [mutualbenefits@britishfriendly.com](mailto:mutualbenefits@britishfriendly.com) or 01234 358 344.

### 3. User Responsibilities

**By consenting to the Agreements, you agree:**

- 3.1 To represent only yourself on the Mutual Benefits Programme, and no other persons, living, dead, or imagined; the programme may only be used by natural persons (i.e., individuals) on their own behalf and not by or on behalf of any commercial entity unless explicitly permitted by the Society.
- 3.2 To provide accurate information to the Society, including, but not limited to information required to access the Programme.
- 3.3 To not abuse the programme that is, not to:
  - a) Publish or distribute any defamatory, infringing, obscene, indecent or unlawful material or information;
  - b) Defame, abuse, harass, threaten, stalk or otherwise violate the legal rights of others;
  - c) Send unsolicited email;
  - d) Collect or store personal data about other users;
  - e) Promote or provide instructional information about illegal activities, promote physical harm or injury against any group or individual, or promote any act of cruelty to animals;
  - f) Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer;
  - g) Upload files (including audio and video files such as MP3) that contain software or other material protected by intellectual property laws (or by rights of privacy) unless you own or control the rights thereto or have received all necessary consents;
  - h) Delete or modify any author attributions, legal notices or other proprietary designations or labels in any file that is uploaded;
  - i) Falsify the origin or source of software or other material contained in a file (including audio and video files) that is uploaded;
  - j) Download any file (including audio and video files) that you know, or reasonably should know, cannot be legally distributed via the Services
  - k) Reproduce, duplicate, copy, sell, resell, distribute, publish or exploit for any commercial purpose the software, products, or services provided by the Society or obtained through the Services without obtaining the express, prior written consent of the Society. This restriction includes any attempt to incorporate any information from the Services into any other directory, product or service; and
  - l) Share or distribute access to the Services or facilitate such access to a third party.
- 3.4 If the Society finds that a user has committed or facilitated any of the abuses in 2.3 above, it reserves the right to suspend or cancel the user's membership of the

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Mutual Benefits Programme without notice and to reclaim the value of any of the Services provided after the date that the abuse was committed or facilitated.

- 3.5 To provide for your own access to the Services, including but not limited to obtaining and maintaining all telephone, computer hardware and software, and other equipment and paying all related charges.

#### **4. Privacy**

- 4.1 When you become a member of British Friendly, you will provide certain personal information to the Society. Your personal information will only be used in accordance with the Society's Privacy Policy. The Society reserves the right to inform you by email of changes or additions to the Mutual Benefits Programme.

#### **5. Third Party Vendors and Goods and Services**

- 5.1 You agree to abide by the terms and conditions of purchase imposed by any supplier with whom you elect to deal, including, but not limited to, payment of all amounts when due and compliance with the supplier's rules and restrictions regarding availability and use of products, or services. The services used through Health Hero's Symbio app are confidential between Health Hero and the member and medical data will not be shared with British Friendly.
- 5.2 The Society will not be liable for any loss or damage incurred as a result of any interaction between you and a vendor accessible through the Mutual Benefits Programme. All matters, including but not limited to delivery of goods and services, returns, and warranties are solely and strictly between you and the vendor.
- 5.3 The Society does not endorse or warrant the vendors that are accessible through the Service nor the goods and services that they provide.

#### **6. Content and Links**

- 6.1 The Mutual Benefits Programme may contain content supplied by third parties and links to Internet sites maintained by third parties. The Society does not, in any respect, control such content or operate such third-party sites and does not guarantee the availability of any email from or links to third-party sites. Third-party content and links are included solely for the convenience of users, and do not constitute any endorsement by the Society. The Society is not responsible for the accuracy or reliability of third-party information and you assume sole responsibility for the use of third-party information.
- 6.2 The Society takes no responsibility for the contents of your communications nor for any threatening, libellous, obscene, harassing or offensive material contained therein, any infringement of third-party intellectual property rights arising therefrom or any crime that may be or be deemed to have been committed or facilitated thereby.

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- 6.3 All material that you post on the Services is your sole responsibility and the Society shall have the right (but not the obligation) in their sole discretion to refuse or remove any content that violates these Terms and Conditions or is otherwise objectionable.

## 7. Ownership and Licences

- 7.1 All contents of the Mutual Benefits Programme are the property of the Society, participating vendors, or advertisers. Services content may not be copied, distributed, or transmitted in any way without the prior written consent of the Society; provided that you may download, print, and store a single copy for personal, non-commercial use. You may not modify the content in any way, nor delete any copyright or trademark notice.
- 7.2 Any information, ideas, suggestions, or communications sent by you to the Society through the Services become the exclusive property of the Society. Subject to the terms of the Privacy Policy, the Society is entitled to use, reproduce, disclose, and distribute any information submitted for any purpose without restriction or compensation to you.
- 7.3 By transmitting any messages or content to public or semi-public areas of the Service, you grant to the Society a nonexclusive, worldwide, royalty-free, perpetual, irrevocable licence to use, distribute, display, and reproduce the messages and content, and to authorise use and reproduction of the messages and content by other Service users in accordance with the terms of this Agreement.

## 8. Termination

- 8.1 The Society may immediately terminate your access to any of the services provided as part of the Mutual Benefits Programme for any reason at any time. Upon termination, you will cease to use the Services. You may terminate your access by contacting British Friendly in writing to **45 Bromham Road Bedford MK40 2AA**, by calling us on **01234 358 344** or e-mail via **mutualbenefits@britishfriendly.com**. If you cancel your policy with the Society your access to the Mutual Benefits Programme will be terminated within 14 days of the cancellation. If the Society cancels a member's Policy on account of deliberate or reckless misrepresentation the Society reserves the right to reclaim the value of any of the Services provided within the Mutual Benefits Programme.

## 9. Software

- 9.1 Any software or files that are made available for download from the Services ("Software") are the copyright of the Society or its suppliers. Use of the Software is governed by the terms of the end user licence agreement, if any, that accompanies or is included with the Software ("Licence Agreement"). Users shall

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not install or use any Software that is accompanied by or includes a Licence Agreement, unless the user first agrees to the Licence Agreement terms.

#### **10. Warranty Disclaimers**

- 10.1 The Society provides the Mutual Benefits Programme, the Services and all related software and content to you without any warranty of any kind, either express or implied warranties of merchantability, fitness for a particular purpose, any warranty that the service operates error free or without interruption nor any warranty that information obtained through the services is accurate or reliable. The entire risk arising out of the use of the Mutual Benefits Programme remains with you.
- 10.2 You agree that any material or data downloaded or otherwise obtained through the use of the Services and in accordance with these Terms and Conditions is done at your own risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of such material or data.
- 10.3 The Society provides no warranty regarding any goods or services purchased or obtained through the Services or any transactions entered into through the Services.
- 10.4 No information, whether oral or written, obtained by you from the Society in relation to the Mutual Benefits Programme or through the Services shall create any warranty.

#### **11. Limitation of Liability**

- 11.1 The Society shall not be liable for any direct, indirect or speculative damages arising from interruption, suspension or termination of services, including, without limiting the foregoing, consequential, incidental, and special damages, whether such interruption, suspension or termination was justified or not, negligent or intentional, inadvertent or advertent, regardless whether the Society had advance notice of the possibility of any such damages.
- 11.2 The Society shall not be liable for any direct, indirect or speculative damages arising from the use or inability to use the services or for the cost of procurement of substitute goods or services or resulting from any goods or services purchased or otherwise obtained or message received or transactions entered into through or from the service or resulting from unauthorised access to or alternation of your transmission of data, including without limiting the foregoing, consequential, incidental, and special damages, regardless whether the Society had advance notice of the possibility of any such damages.

#### **12. Indemnification**

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You agree to indemnify against and hold harmless the Society its respective affiliates, officers, directors and employees from any and all claims and demands, including without limitation the payment of reasonable legal fees, arising from your use of the services, save to the extent that such claims or demands were caused directly by the fraud or wilful default of the Society or its affiliates, officers, directors and employees (other than you).

#### 13. Miscellaneous

- 13.1 These Terms and Conditions and the Agreements referred to above comprise the entire agreement between you and the Society and supersede all prior agreements between the parties regarding the subject matter contained herein. Any waiver of any provisions will be effective only if in writing and signed by the Society.
- 13.2 If a court of competent jurisdiction finds any provision or portion of these Terms and Conditions or the Agreements to be unenforceable, the remaining provisions will continue in full force and effect.
- 13.3 Any notices to you or the Society shall be made via either email or regular mail. The Society may also provide notices of changes to the Terms and Conditions or the Agreements or any other matter by displaying notices to you generally by means of the Services.
- 13.4 You agree to comply with U.K. law regarding the transmission and export of technical data through the use of the Services.