









- 6.2 **We are not responsible for delays outside our control.** If the supply of the Services and/or a Report is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the Contract and receive a refund for any Report you have paid for but not received.
- 6.3 **What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the Services and/or a Report to you. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the Contract (and Condition 11.4 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the Services and/or a Report late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.
- 6.4 **Reasons we may suspend the supply of a Report and/or the Services to you.** We may have to suspend the supply of a Report and/or the Services:
- 6.4.1 if you are a Business Customer and the Subject does not select any Social Media Accounts for us to provide the Services in respect of when prompted or required to do so;
  - 6.4.2 if you are the Individual Customer and you do not select any Social Media Accounts for us to provide the Services in respect of when prompted or required to do so;
  - 6.4.3 should access to the relevant Social Media Accounts required in order to provide the Services no longer be available;
  - 6.4.4 to deal with technical problems or make minor technical changes;
  - 6.4.5 to update the Services to reflect changes in relevant laws and regulatory requirements;
  - 6.4.6 to make changes to a Report and/or the Services as requested by you or notified by us to you; or
  - 6.4.7 if you do not pay us for a Report when you are supposed to (see Condition 7.4) and you still do not make payment within 7 days of us reminding you that payment is due. We may suspend supply of a Report and/or the Services until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of a Report and/or the Services. We will not suspend the supply of a Report and/or the Services where you dispute the unpaid invoice (see Condition 7.7). We will not charge you for a Report and/or the Services during the period for which they are suspended. As well as suspending a Report and/or the Services we can also charge you interest on your overdue payments (see Condition 7.6).
- 6.5 **Your rights if we suspend the supply of a Report and/or the Services.** We will contact you in advance to tell you we will be suspending supply of a Report and/or the Services, unless the problem is urgent or an emergency. If we have to suspend the supply of a Report and/or the Services we will adjust the price so that you do not pay for any Report and/or the Services while they are suspended. You may contact us to end the Contract for a Report and/or the Services if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 1 month and we will refund any sums you have paid in advance for any Report in respect of the period after you end the Contract.
- 7. Price and payment**
- 7.1 **Where to find the price for a Report.** The price of a Report (which includes VAT) will be the price indicated when you place your Order. We take all reasonable care to ensure that the price of a Report advised to you is correct. However, please see Condition 7.3 for what happens if we discover an error in the price of a Report.

- 7.2 **We will pass on changes in the rate of VAT.** If the rate of VAT changes between the date you request a Report and the date we supply the Report, we will adjust the rate of VAT that you pay, unless you have already paid for the Report in full before the change in the rate of VAT takes effect.
- 7.3 **What happens if we got the price wrong.** It is always possible that, despite our best efforts, we may sell a Report which is incorrectly priced. We will normally check prices before accepting your Order so that, where a Report's correct price on the date of your Order is less than our stated price at such date, we will charge the lower amount. If a Report's correct price on the date you place your Order is higher than the price stated to you, we will contact you for your instructions before we accept your Order.
- 7.4 **When you must pay and how you must pay.** You must pay for a Report at the time of placing your Order. We accept payment with Visa and Mastercard.
- 7.5 **Our right of set-off if you are a Business Customer.** If you are a Business Customer you must pay all amounts due to us under these Terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 7.6 **We can charge interest if you pay late.** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 8% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.
- 7.7 **What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

## 8. Your obligations

- 8.1 When accessing and using a Report and/or the Services:
- 8.1.1 you must access and use the Services and any Report in accordance with these Terms and the Social Media Account Terms;
- 8.1.2 you acknowledge and agree that:
- (a) the Social Media Check Service is software designed to identify digital content which may constitute as hate speech, swearing and profanity, violent images, negative sentiment, and/or pornographic images, however YHH Technologies Ltd does not warrant or guarantee that any and/or all digital content which may constitute as such material shall be identified by the Social Media Check Service and/or included within a Report as a Finding;
  - (b) Findings may contain anomalies and identify material that does not constitute as hate speech, swearing and profanity, violent images, negative sentiment, and/or pornographic images;
  - (c) the Social Media Check and other vetting services will generate Findings in accordance with the digital content in existence on the Social Media Accounts at the time such services are provided and any digital content in existence after such time shall not be included as part of the Social Media Check Service and/or any Report;
- 8.1.3 if you are a Business Customer:
- (a) you must ensure that you have all necessary consents from the relevant Subjects before providing their personal information and contact details to us;
  - (b) you must access and use your Account in accordance with these Terms, and:



8.2 If you are a Business Customer:

8.2.1 you shall indemnify and keep fully indemnified and hold YHH Technologies Ltd harmless against any claims, damages, losses, liabilities, costs, and expenses (including reasonable legal fees) arising out of or relating to any breach by you and/or any Subject of these Terms and/or the Social Media Account Terms; and

8.2.2 you represent and warrant to YHH Technologies Ltd that you have and shall at all times ensure that you have all necessary rights, licences, consents, authorisations and permissions necessary in order for YHH Technologies Ltd to perform its obligations under these Terms, including the consent of any Subject to the sharing of their name and email address to us in order to provide them with a Report you have purchased on their behalf.

## 9. Updates

9.1 We may amend or update these Terms from time to time to reflect changes in relevant laws, regulatory requirements, best practice or to deal with additional features which we may introduce to the Services. We will notify you by email that our Terms have been updated and will aim to give you reasonable notice of any changes. You are responsible for reviewing these Terms and ensuring that you understand the basis upon which we provide the Services, therefore please check them regularly.

9.2 By continuing to access your Account and/or the Services following our notice of any update to these Terms, you agree to such update and to comply with these Terms as updated or amended. If you do not agree to such update then please do not continue to access your Account, and/or use the Services.

9.3 We may at our sole discretion update (either automatically or otherwise), modify, suspend or discontinue the Services and/or your Account at any time. We may automatically update your Account and/or the Services to improve or enhance functionality or address security issues.

## 10. Your rights to end the Contract

10.1 Your rights when you end the Contract will depend on whether there is anything wrong with your Report, how we are performing the Services, when you decide to end the Contract and whether you are an Individual Customer or a Business Customer:

10.1.1 **If what you have bought is faulty or misdescribed you may have a legal right to end the Contract** (or a service re-performed or to get some or all of your money back); or

10.1.2 **If you want to end the Contract because of something we have done or have told you we are going to do**, see Condition 10.2.

10.2 **Ending the contract because of something we have done or are going to do.** If you are ending the Contract for a reason set out below, the Contract will end immediately and we will refund you in full for any Report which has not been provided and you may also be entitled to compensation. The reasons are:

10.2.1 we have told you about an upcoming change to a Report, the Services or these Terms which you do not agree to (see Condition 7);

10.2.2 we have told you about an error in the price or description of a Report you have requested and you do not wish to proceed;

10.2.3 there is a risk that supply of a Report may be significantly delayed because of events outside our control;

10.2.4 we have suspended supply of the Reports for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 1 month; or



10.2.5 you have a legal right to end the Contract because of something we have done wrong.

10.3 **Exercising your right to change your mind if you are an Individual Customer (Consumer Contracts Regulations 2013).** If you are an Individual Customer, for some products you have a legal right as a consumer to change your mind within 14 days and receive a refund. Your right as a consumer to change your mind during this period does not apply in respect of:

10.3.1 digital products after you have started to download or stream these; or

10.3.2 services, once these have been completed;

even if the 14-day cancellation period is still running.

10.4 Upon our acceptance of your Order in accordance with Condition 5.1.1, the Social Media Check Service shall automatically be conducted and your Report shall be generated and delivered immediately to you via email. By clicking accept to these Terms and placing your Order, you acknowledge and agree that a Report, as immediately available digital content, shall be made automatically available to you and you will not have a right to change your mind.

11. **How to end the Contract with us.** To end the Contract with us, please provide us with details of your Order by doing one of the following:

11.1.1 **Phone or email.** Call customer services on 01565 874 241 or email us at [hello@vettingtechnology.com](mailto:hello@vettingtechnology.com).

11.1.2 **Online.** Contact us via the Site.

11.1.3 **By post.** Write to us at YHH Technologies Limited, Mallory House, Goostrey Way, Knutsford, Cheshire, WA16 7GY.

11.2 **How we will refund you.** If you are entitled to a refund under these Terms, we will refund you the price you paid for the relevant Report by the method you used for payment as soon as possible. However, we may make deductions from the price, as described below.

11.3 **We may end the Contract if you break it.** We may end the Contract for a Report at any time by writing to you if:

11.3.1 you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due; or

11.3.2 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Services and/or a Report including access to any Social Media Accounts.

11.4 **You must compensate us if you break the Contract.** If we end the Contract in the situations set out in Condition 11.3 we will refund any money you have paid in advance for a Report we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the Contract.

12. **If there is a problem with the Services and/or a Report.** If you have any questions or complaints about the Services and/or a Report, please contact us as follows:

12.1.1 **Email.** Email us at [hello@vettingtechnology.com](mailto:hello@vettingtechnology.com).

12.1.2 **Online.** Contact us via the Site.

12.1.3 **By post.** Write to us at YHH Technologies Ltd, Mallory House, Goostrey Way, Knutsford, Cheshire, WA16 7GY.



- 15.1.3 breach of the Terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- 15.1.4 any matter in respect of which it would be unlawful for us to exclude or restrict liability.
- 15.2 Except to the extent expressly stated in Condition 15.1 all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.
- 15.3 Subject to Condition 15.1:
  - 15.3.1 we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us; and
  - 15.3.2 our total liability to you for all other losses arising under or in connection with the Contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to 100% of the total sums paid by you for a Report under such Contract.
- 15.4 For the avoidance of doubt, where the Customer is a Business Customer, our total liability under the Contract is to such Business Customer, and we shall not be liable to any Subject whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us and the Business Customer. The Business Customer shall remain liable for the relevant Subject and indemnify YHH Technologies Ltd in accordance with Condition 8.2.

## **16. Limitations to a Report and/or the Services**

- 16.1 You acknowledge and accept that:
  - 16.1.1 the Services are provided on an “AS IS” and “AS AVAILABLE” basis only and therefore we do not warrant that your use of the Services will be uninterrupted or error-free;
  - 16.1.2 the Social Media Check and other vetting services generate Findings within Reports by analysing digital content including written text and images / photographs. However, due to the nature of the Social Media Accounts, the type of digital content which is analysed as part of the Social Media Check Service may vary depending upon the platform. Further information regarding the type and form of digital content included within the Social Media Check Service for each Social Media Account can be found here <https://socialmediacheck.com/platform-contents>. The Social Media Check Service does not include an analysis of any audio or video content, and therefore any content contained within audio or video content which may be deemed inappropriate, offensive, harmful, inaccurate, violent, illegal or defamatory will not generate as Findings within any Report;
  - 16.1.3 any Findings generated within a Report may contain information and content which is deemed offensive, harmful, inaccurate or otherwise violent. Whilst a Report will contain headings to notify the reader as to the type content contained within a Report, we cannot guarantee that the reader shall be warned or notified of such content before reviewing any Report or that the reader will not suffer harm or distress when reading such material;
  - 16.1.4 we are not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and therefore the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities;
  - 16.1.5 the content provided via the Services is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content provided via the Services;





18.3 On the deactivation or closure of your Account, none of the rights, remedies, obligations or liabilities of you or Social Media Check that have accrued up to the date your Account was closed (including the right to claim damages in respect of any breach of these Terms existing at or before the date your Account was deactivated or closed) shall be affected by such closure of your Account. Any provision of these Terms that expressly or by implication is intended to come into or continue in force on or after closure of your Account shall remain in full force and effect.

## 19. Intellectual Property Rights

19.1 You acknowledge and agree that YHH Technologies Limited and/or its licensors own all Intellectual Property Rights in the Services. Except as expressly stated in these Terms, these Terms do not grant the to you any rights to, or in, any Intellectual Property Rights in respect of the Services.

## 20. Data and Privacy

20.1 The Individual Customer or Subject shall own all right, title and interest in and to all of the Individual Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Individual Data (as appropriate).

20.2 Under Data Protection Legislation, we are required to provide certain information about who we are, how we process personal data and for what purposes and individual's rights in relation to their personal data and how to exercise them. This information is provided in our Privacy Policy <https://socialmediacheck.com/privacy-policy/>.

## 21. Termination

21.1 We may terminate these Terms and your right to access and use your Account and/or the Services:

21.1.1 immediately if you commit a material or persistent breach of these Terms; or

21.1.2 if the Account in respect of which your login credentials are associated, is terminated; or

21.1.3 if we, or any administrator of the Account in respect of which your login credentials are associated, de-activates your login credentials.

21.2 Upon expiry or termination for any reason:

21.2.1 all rights granted to you under these Terms shall cease;

21.2.2 you must cease all activities authorised by these Terms;

21.2.3 Conditions 14, 15, 16, 22.6, and 22.7 shall continue in full force and effect.

## 22. Other important terms

22.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these Terms to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer, you may contact us to end the Contract within 1 month of us telling you about it and we will refund you any payments you have made in advance for any Reports not provided.

22.2 **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these Terms to another person if we agree to this in writing. We may not agree if you are seeking to transfer your rights to a person or entity who is deemed, in our reasonable opinion, a competitor of Social Media Check.

- 22.3 **Nobody else has any rights under the Contract.** The Contract is between you and us. No other person shall have any rights to enforce any of its Terms. Neither of us will need to get the agreement of any other person in order to end the Contract or make any changes to these Terms.
- 22.4 **If a court finds part of the Contract illegal, the rest will continue in force.** Each of the Conditions of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining Conditions will remain in full force and effect.
- 22.5 **Even if we delay in enforcing the Contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your breaking the 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. For example, if you miss a payment and we do not chase you but we continue to provide the Services, we can still require you to make the payment at a later date.
- 22.6 **Which laws apply to the Contract and where you may bring legal proceedings if you are an Individual Customer.** These terms are governed by English law and you can bring legal proceedings in respect of the Services in the English courts. If you live in Scotland you can bring legal proceedings in respect of the Services in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the Service in either the Northern Irish or the English courts.
- 22.7 **Which laws apply to the Contract and where you may bring legal proceedings if you are a Business Customer.** If you are a Business Customer, any dispute or claim arising out of or in connection with the Contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.

## Appendix A - Social Media Check Service Offer & Fair Usage Definition

The grid below provides a breakdown of the features and fair usage policies of the Social Media Check report. This includes a summary of the supported Social Media applications, the scope of what is checked, and the fair usage policy relating to each of these platforms.

	facebook	Instagram	X	flickr	Medium	tumblr
<b>Timeline posts</b> Statistically most flags will be in authored posts on a timeline.	✓	✓	✓	✓	✓	✓
<b>Images on timeline posts</b>	✓	✓	✓	✓	✓	✓
<b>Text on timeline posts</b>	✓	✓	✓	✓	✓	✓
<b>Multiple accounts can be added</b>	✓	✓	✓	✓	✓	✓
<b>Comments on other posts</b> These are considered tweets / replies by Twitter and are part of a users timeline.	✗	✗	✓	✗	✗	✗
<b>Passwords remain secure</b> We do not see, store or have access to anyone's log-in details or passwords.	✓	✓	✓	✓	✓	✓

### Fair usage limits

Twitter / X - Analysis is limited to **3200** posts in total.

Other platforms - Analysis is limited to **15000** posts in total.

Example, Twitter / x at 3000 posts, Instagram at 7500 posts and Facebook at 7500 posts would all be processed in full. In the majority of cases, all activity can be checked within the scope of a standard report.

### Information we DO NOT check

- Business Pages
- Direct Messages
- Video Content
- Content Searched within the App
- Following / Followed Accounts
- Deleted / Archived Posts
- "Liked" posts / tweets