

Full Contract

VIC – Your Virtual interactive Coach

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1 Subscription agreement

Virtual Interactive Coach (Vic) Subscription TERMS

1. **These terms**
- 1.1 **What these terms cover.** These are the terms and conditions on which we supply access to VIC digital content (“digital content”) to you.
- 1.2 **Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide digital content to you, how you and we may change or end the contract, what to do if there is a problem and other important information.
- 1.3 **Are you a business customer or a consumer?** In some areas you will have different rights under these terms depending on whether you are a business or consumer. You are a consumer if:
 - 1.3.1 you are an individual
 - 1.3.2 you are buying products from us wholly or mainly for your personal use.
- 1.4 **For business customers these terms constitute the entire agreement between us in relation to your purchase.** If you are a business, you acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.
2. **Information about us and how to contact us**
- 2.1 **Who we are.** We are Pathfinder Partners Limited a company registered in England and Wales with company number 03899372. Our registered office address is Howbery Business Park, Wallingford, Oxfordshire OX10 8BA. Our registered VAT number is 817643222.
- 2.2 **How to contact us.** You can contact us via our website by selecting the “Contact Us” link on the homepage.
- 2.3 **How we may contact you.** If we have to contact you we will do so by email address that you have provided.

2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3. **Our contract with you**

3.1 **How we will accept your subscription order.** Our acceptance of your subscription will take place when we receive your payment at which point a contract will come into existence between you and us.

3.2 **If we cannot accept your subscription order.** If we are unable to accept your order, we will inform you of this and will not charge you for the subscription. This might be because of unexpected limits on our resources which we could not reasonably plan for or because we have identified an error in the price of the subscription.

4. **Your subscription and use of our content**

4.1 The digital content, or any part of it, on our website to which you will have access under the terms of your subscription is only to be used by fully paid subscription members.

4.2 We do not warrant that our service will be uninterrupted and free from errors.

4.3 Our rights to access the digital content under your subscription does not permit you to:

4.3.1 sell or in any way commercially exploit any part of the digital content;

4.3.2 use the digital content to provide outsourced services to third parties or make it available to any third party or allow or permit a third party to do so;

4.3.3 combine, merge or otherwise permit the digital content (or any part of it) to become incorporated in any other program, nor arrange or create derivative works based on it.

4.3.4 We do not warrant that the digital content will meet your requirements or that your access to it will be uninterrupted or error free. You accept responsibility for selecting the digital content to achieve your own intended results and we accept no responsibility and exclude all liability for any decisions made or losses arising from decisions made or actions taken based on the digital content.

5. **Our rights to make changes**

5.1 **Minor changes to the content.** We may change content:

- 5.1.1 to reflect changes in relevant laws and regulatory requirements; and
- 5.1.2 to implement minor technical adjustments and improvements, for example to address a security threat. These changes may affect your access to the digital content as a result of any downtime required to effect the changes.

5.2 **Updates to digital content.** We may update digital content from time, provided that the digital content shall always match the description of it that we provided to you before you bought it.

6. **Your subscription**

6.1 Your subscription will begin either on the date that we receive payment from you for the subscription, or in the event of a promotional free trial, the date on which the free trial commences . We will supply access to digital content to you on an automatic-renewal basis until either you end the contract as described in clause 7 or we end the contract by written notice to you as described in clause 9. When your subscription is due for renewal, we will email you using the email address provided by you two weeks before expiry of your subscription to remind you that your subscription will be automatically renewed. If you do not want your subscription to be automatically renewed, please confirm to us that you would like to cancel the automatic renewal by using the “Contact Us” link on our website.

6.2 **We are not responsible for delays outside our control.** If our supply of the digital content is delayed by an event outside our control then 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.

6.3 **Reasons we may suspend the availability of digital content to you.** We may have to suspend the availability of digital content to you in order to:

- 6.3.1 deal with technical problems or make minor technical changes;
- 6.3.2 update content to reflect changes in relevant laws and regulatory requirements;
- 6.3.3 if we suspect that there has been misuse of the digital content.

6.4 **Your refund rights if we suspend the availability of the digital content.** In the event that we have to suspend supply of the digital content, we will put a notice on our website, unless the problem is urgent, an emergency or where the suspension is less than 24 hours in duration. If we have to suspend the access for longer than [two days] in any [one week] we will adjust the price so that you do not pay for access to the digital content while the service is suspended.

You may contact us to end the contract for your subscription if we suspend the service for a period of more than two weeks and we will refund you any sums you have paid in advance for the subscription in respect of the period after you end the contract.

7. Your rights to end the Subscription

7.1 Ending the subscription because of something we have done or are going to do. If you are ending a contract for a reason set out at clauses 7.1.1 to 7.1.3 below the contract will end immediately and we will refund you in full for the remainder of your subscription. The reasons are:

7.1.1 we have told you about an error in the price or description of the digital content you have ordered and you do not wish to proceed;

7.1.2 there is a risk that supply of the digital content may be significantly delayed because of events outside our control;

7.1.3 we have suspended supply of the digital content for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than two weeks.

7.2 Exercising your right to change your mind if you are a consumer (Consumer Contracts Regulations 2013). For most products bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

7.3 When consumers do not have a right to change their minds. Your right as a consumer to change your mind does not apply in respect of:

7.3.1 digital products after you have accessed and/or started to download or stream these; and

7.3.2 services, once these have been completed, even if the cancellation period is still running.

7.4 How long do consumers have to change their minds? You have 14 days after we receive your payment or, if earlier, until you access, and/or start downloading or streaming. If we delivered the digital content to you immediately, and you agreed to this when ordering, you will not have a right to change your mind.

8. **How to end the subscription with us (including if you are a consumer who has changed their mind):**

8.1 **Tell us you want to end the contract.** To end the contract with us, you can cancel your subscription at any time in the “My Account” section of our website. Please note that we do not issue refunds for any remaining prepaid period of membership after you cancel your subscription.

8.2 **How we will refund you.** If you are entitled to a refund under these terms we will refund you any amounts owed to you by the same method used for payment. We may deduct from any refund an amount for the supply of service for the period for which it was supplied, ending with the time when you told us you had changed your mind. Please note that we do not issue refunds for any remaining prepaid period of membership after you cancel your subscription.

8.3 **When your refund will be made.** We will make any refunds due to you as soon as possible. If you are a consumer exercising your right to change your mind then your refund will be made within 14 days of us having received your request to cancel your subscription.

9. **Our rights to end the contract**

9.1 **We may end the contract if you break it.** We may end the contract at any time by writing to you if you do not make any payment to us when it is due and/or if you breach any terms of this agreement and/or our Terms of Use, Acceptable Use or Privacy policies.

9.2 **We may withdraw the digital content.** We may write to you to let you know that we are going to stop providing the digital content. We will let you know at least four weeks in advance of our stopping the supply of the digital content and will refund any sums you have paid in advance for the period of your subscription during which the digital content will not be provided.

10. **If there is a problem with the digital content**

How to tell us about problems. If you have any questions or complaints about the digital content please contact us by using the “Member Services” link on our website.

11. **Your rights in respect of defective digital content if you are a consumer**

11.1 If you are a consumer we are under a legal duty to supply products that are in conformity with this contract. Your key legal rights in relation to the digital content are as follows:

- 11.1.1 the Consumer Rights Act 2015 says digital content must be as described, fit for purpose and of satisfactory quality;
- 11.1.2 if your digital content is faulty, you're entitled to a repair or a replacement;
- 11.1.3 if the fault can't be fixed, or if it hasn't been fixed within a reasonable time and without significant inconvenience, you can get some or all of your money back;
- 11.1.4 if you can show the fault has damaged your device and we haven't used reasonable care and skill, you may be entitled to a repair or compensation.

12. **Price and payment**

- 12.1 **Where to find the price for the subscription.** The membership fees of the subscription (which excludes VAT) will be the price indicated on our website. We take all reasonable care to ensure that the price of the subscription advised to you is correct. However please see clause 12.3 for what happens if we discover an error in the price of the subscription you order.
- 12.2 **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the subscription , we will adjust the rate of VAT that you pay, unless you have already paid for the subscription in full before the change in the rate of VAT takes effect.
- 12.3 **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of our subscriptions may be incorrectly priced. We will normally check prices before accepting your order but if we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, and refund you any sums you have paid.
- 12.4 **When you must pay and how you must pay.** We accept payment with Mastercard, Visa, PayPal and Worldpay. Subscriptions must be paid in full before you can access the digital content. .
- 12.5 **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).
- 12.6 **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.

13. **Our responsibility for loss or damage suffered by you if you are a consumer**

13.1 Nothing in these terms shall limit or exclude liability for:

13.1.1 death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);

13.1.2 fraud or fraudulent misrepresentation;

13.1.3 any matter in respect of which it would be for us to exclude or restrict liability.

13.2 **We are not liable for business losses.** If you are a consumer we only supply the digital content for to you for domestic and private use. If you use the products for any commercial, business or re-sale purpose our liability to you will be limited as set out in clause 14.

14. **Our responsibility for loss or damage suffered by you if you are a business**

14.1 Nothing in these terms shall limit or exclude our liability for:

14.1.1 death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);

14.1.2 fraud or fraudulent misrepresentation;

14.1.3 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;

14.1.4 any matter in respect of which it would be unlawful for us to exclude or restrict liability.

14.2 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.

14.3 Subject to clauses 14.1 and 4,

14.3.1 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

14.3.2 our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to a refund of the total sums paid by you for your subscription.

15. **How we may use your personal information.**
- 15.1 **How we will use your personal information.** We will use the personal information you provide to us:
- 15.1.1 to process your payment for the subscription; and
 - 15.1.2 if you agreed to this during the order process, to give you information about similar products that we provide, but you may stop receiving this at any time by contacting us via our website by using the “Contact Us” section.
- 15.2 We will only give your personal information to third parties where the law either requires or allows us to do so.
16. **Other important terms**
- 16.1 **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.
- 16.2 **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.
- 16.3 **Nobody else has any rights under this contract.** This 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.
- 16.4 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 16.5 **Even if we delay in enforcing this 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 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. For example, if you miss a payment and we do not chase you but we continue to provide the digital content, we can still require you to make the payment at a later date.

- 16.6 **Which laws apply to this contract and where you may bring legal proceedings if you are a consumer.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.
- 16.7 **Alternative dispute resolution if you are a consumer.** Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are a consumer and are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use. You can submit a complaint to ProMediate (UK) Limited via their website at www.promediate.co.uk. In addition, please note that disputes may be submitted for online resolution to the *European Commission Online Dispute Resolution* platform.
- 16.8 **Which laws apply to this contract and where you may bring legal proceedings if you are a business.** Any dispute or claim arising out of or in connection with a 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.

2 Terms of use policy

Please Read These Terms And Conditions Carefully Before Using This Site

1. What's in these terms?

1.1 These terms tell you the rules for using our website vicyourcoach.com (**our site**).

1.2 Click on the links below to go straight to more information on each area:

1.2.1 Who we are and how to contact us

1.2.2 By using our site you accept these terms

1.2.3 There are other terms that may apply to you

1.2.4 We may make changes to these terms

1.2.5 We may make changes to our site

1.2.6 We may suspend or withdraw our site [

1.2.7 You must keep your account details safe

1.2.8 How you may use material on our site

1.2.9 Do not rely on information on our site

1.2.10 We are not responsible for websites we link to

1.2.11 When we are responsible for loss or damage suffered by you

1.2.12 We are not responsible for viruses and you must not introduce them

1.2.13 Rules about linking to our site [INSERT AS LINK].

1.2.14 Which country's laws apply to any disputes?

1.2.15 Our trade marks are registered

2. Who we are and how to contact us

2.1 Vicyourcoach.com is a site operated by Pathfinder Partners Limited ("We"). Our registered office is Howbery Business Park, Wallingford, Oxfordshire OX10 8BA. Our registered VAT number is 817643222.

2.2 To contact us, please email memberservices@vicyourcoach.com

3. By using our site you accept these terms

3.1 By using our site, you confirm that you accept these terms of use and that you agree to comply with them.

3.2 If you do not agree to these terms, you must not use our site.

3.3 We recommend that you print a copy of these terms for future reference.

4. There are other terms that may apply to you

4.1 These terms of use refer to the following additional terms, which also apply to your use of our site:

4.1.1 Our Privacy Policy which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.

4.1.2 Our Acceptable Use Policy which sets out the permitted uses and prohibited uses of our site. When using our site, you must comply with this Acceptable Use Policy.

4.1.3 Our Cookie Policy which sets out information about the cookies on our site.

5. We may make changes to these terms

We may amend these terms from time to time. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time.

6. We may make changes to our site

We may update and change our site from time to time to reflect changes to our users' needs and our business priorities. We will try to give you reasonable notice of any major changes.

7. We may suspend or withdraw our site

7.1 The landing page of our site is made available free of charge. Access to all other parts of our site is subject to subscription payment and terms.

7.2 We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

7.3 You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

8. You must keep your account details safe

8.1 If you choose, or you are provided with, a user identification code, 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.

8.2 We have the right to disable any user identification code 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.

8.3 If you know or suspect that anyone other than you knows your user member ID or password, you must promptly notify us at memberservices@vicyourcoach.com

9. How you may use material on our site

9.1 We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

9.2 You may not copy, download, reproduce or replicate in any way any content from the system.

9.3 .

9.4 If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

10. Do not rely on information on this site

10.1 The content on our site 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 on our site.

10.2 Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date.

11. We are not responsible for websites we link to

11.1 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.

11.2 We have no control over the contents of those sites or resources.

12. Our responsibility for loss or damage suffered by you

12.1 Whether you are a consumer or a business user:

12.1.1 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

12.1.2 Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any services to you, which will be set out in our Subscription Agreement.

12.2 If you are a business user:

12.2.1 We exclude all implied conditions, warranties, representations or other terms that may apply to our site or any content on it.

12.2.2 We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

12.2.2.1 use of, or inability to use, our site; or

12.2.2.2 use of, or reliance on, any content displayed on our site.

12.2.3 In particular, we will not be liable for:

12.2.3.1 loss of profits, sales, business, or revenue;

- 12.2.3.2 business interruption;
- 12.2.3.3 loss of anticipated savings;
- 12.2.3.4 loss of business opportunity, goodwill or reputation; or
- 12.2.3.5 any indirect or consequential loss or damage.

12.3 If you are a consumer user:

Please note that we only provide our site for domestic and private use. You agree not to use our site 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.

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

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

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

13.3 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. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

14. Rules about linking to our site

14.1 You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

14.2 You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

14.3 You must not establish a link to our site in any website that is not owned by you.

14.4 Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

14.5 We reserve the right to withdraw linking permission without notice.

14.6 The website in which you are linking must comply in all respects with the content standards set out in our Acceptable Use Policy.

14.7 If you wish to link to or make any use of content on our site other than that set out above, please contact memberservices@vicyourcoach.com

15. Which country's laws apply to any disputes?

15.1 If you are a consumer, please note that these terms of use, 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.

15.2 If you are a business, these terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

16. Our trade marks

16.1 "Vic", our logo, and our round blue icons are trade marks of Pathfinder Partners Limited. You are not permitted to use them without our written permission, unless they are part of material you are using as permitted under *How you may use material on our site*.

3 Privacy policy

PLEASE READ THE TERMS OF THIS POLICY CAREFULLY BEFORE USING THIS SITE

1. Pathfinder Partners Limited ("We") are committed to protecting and respecting your privacy.

1.1 This policy (together with our terms of website use and any other documents referred to on it) sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us. Please read the following carefully to understand our views and practices regarding your personal data and how we will treat it. By visiting vicyourcoach.com you are accepting and consenting to the practices described in this policy.

1.2 For the purposes of the Data Protection Act 1998 (the **Act**) and any relevant subsequent legislation, including the General Data Protection Act Regulations (**GDPR**) coming into force on 25 May 2018, the data controller is Pathfinder Partners Limited of 7200 The Quorum, Oxford Business Park North, Garsington Road, Oxford, OX4 2JZ.

2. Information we collect from you

2.1 We will collect and process the following data about you:

2.1.1 **Information you give us.** This is information about you that you give us by filling in questionnaires and forms on our site vicyourcoach.com (**our site**) or by corresponding with us by e-mail or otherwise. It includes information you provide when you register to use our site, subscribe to our service, enter a competition, promotion or survey, and when you report a problem with our site. The information you give us may include your name, address, e-mail address and phone number, financial and credit card information, personal description.

2.1.2 **Information we collect about you.** With regard to each of your visits to our site we will automatically collect the following information:

2.1.2.1 technical information, including the Internet protocol (IP) address used to connect your computer to the Internet, your login information, browser type and version, time zone setting, browser plug-in types and versions, operating system and platform;

2.1.2.2 Information about your visit, including the full Uniform Resource Locators (URL), clickstream to, through and from our site (including date and time), products you viewed or searched for, page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks, and

mouse-overs), methods used to browse away from the page, and any phone number used to call our customer service number.

2.1.3 Information we receive from other sources. This is information we receive about you if you use any of the other websites we operate or the other services we provide. We are working closely with third parties (including, for example, business partners, sub-contractors in technical, payment and delivery services, advertising networks, analytics providers, search information providers, credit reference agencies). We will notify you when we receive information about you from them and the purposes for which we intend to use that information.

3. Cookies

3.1 Our website uses cookies to distinguish you from other users of our website. This helps us to provide you with a good experience when you browse our website and also allows us to improve our site. For detailed information on the cookies we use and the purposes for which we use them see our Cookie policy

4. Uses made of the information

4.1 We use information held about you in the following ways:

4.1.1 Information you give to us. We will use this information:

4.1.1.1 to carry out our obligations arising from any contracts entered into between you and us and to provide you with the information, products and services that you request from us;

4.1.1.2 to provide you with information about other services we offer that are similar to those that you have already purchased or enquired about;

4.1.1.3 to provide you, or permit selected third parties to provide you, with information about services we feel may interest you. If you are an existing customer, we will only contact you by electronic means (e-mail or SMS) with information about services similar to those which were the subject of a previous sale or negotiations of a sale to you. If you are a new customer, and where we permit selected third parties to use your data, we (or they) will contact you by electronic means only if you have consented to this. If you do not want us to use your data in this way, or to pass your details on to third parties for marketing

purposes, please let us know by emailing us at memberservices@vicyourcoach.com.

4.1.1.4 to notify you about changes to our service;

4.1.1.5 to ensure that content from our site is presented in the most effective manner for you and for your computer.

4.1.2 Information we collect about you.

We will use this information:

4.1.2.1 to administer our site and for internal operations, including troubleshooting, data analysis, testing, research, statistical and survey purposes;

4.1.2.2 to improve our site to ensure that content is presented in the most effective manner for you and for your computer;

4.1.2.3 to allow you to participate in interactive features of our service, when you choose to do so;

4.1.2.4 as part of our efforts to keep our site safe and secure;

4.1.2.5 to measure or understand the effectiveness of advertising we serve to you and others, and to deliver relevant advertising to you;

4.1.2.6 to make suggestions and recommendations to you and other users of our site about services that may interest you or them.

4.1.3 Information we receive from other sources. We will combine this information with information you give to us and information we collect about you. We will use this information and the combined information for the purposes set out above (depending on the types of information we receive).

5. Disclosure of your information

5.1 You agree that we have the right to share your personal information with:

5.1.1 Any member of our group, which means our subsidiaries, our ultimate holding company and its subsidiaries, as defined in section 1159 of the UK Companies Act 2006.

5.1.2 Selected third parties including:

5.1.2.1 business partners, suppliers and for the performance of any contract we enter into with them or you;

5.1.2.2 analytics and search engine providers that assist us in the improvement and optimisation of our site;

5.1.2.3 credit reference agencies for the purpose of assessing your credit score where there is a condition of us entering into a contract with you.

6. We will disclose your personal information to third parties:

6.1 In the event that we sell or buy any business or assets, in which case we will disclose your personal data to the prospective seller or buyer of such business or assets.

6.2 If Pathfinder Partners Limited or substantially all of its assets are acquired by a third party, in which case personal data held by it about its customers will be one of the transferred assets.

6.3 If we are under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce or apply our terms of website use and other agreements; or to protect the rights, property, or safety of Pathfinder Partners Limited, our customers, or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.

7. Where we store your personal data

7.1 Where we have given you a member ID which enables you to access certain parts of our site, you are responsible for keeping this member ID confidential. We ask you not to share your member ID with anyone.

7.2 Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our site; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.

8. Your rights

8.1 You have the right to ask us not to process your personal data for marketing purposes. We will usually inform you (before collecting your data) if we intend to use your data for such purposes or if we intend to disclose your information to any third party for such purposes. You can exercise your right to prevent such processing by informing us by email at memberservices@vicyourcoach.com.

8.2 Our site may, from time to time, contain links to and from the websites of our partner networks, advertisers and affiliates. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that we do not accept any responsibility or liability for these policies. Please check these policies before you submit any personal data to these websites.

9. Access to information

9.1 The Act gives you the right to access information held about you. Your right of access can be exercised in accordance with the Act. Any access request will be subject to a fee of £10 to meet our costs in providing you with details of the information we hold about you.

10. Changes to our privacy policy

10.1 Any changes we make to our privacy policy in the future will be posted on this page. Please check back frequently to see any updates or changes to our privacy policy.

11. Contact

11.1 Questions, comments and requests regarding this privacy policy are welcomed and should be addressed to memberservices@vicyourcoach.com.

4 Cookies policy

Please Read The Terms Of This Policy Carefully Before Using The Site

1. Information about our use of cookies

1.1 Our website uses cookies to distinguish you from other users of our website. This helps us to provide you with a good experience when you browse our website and also allows us to improve our site. By continuing to browse the site, you are agreeing to our use of cookies.

1.2 A cookie is a small file of letters and numbers that we store on your browser or the hard drive of your computer if you agree. Cookies contain information that is transferred to your computer's hard drive.

1.3 We use the following cookies:

1.3.1 **Strictly necessary cookies.** These are cookies that are required for the operation of our website. They include, for example, cookies that enable you to log into secure areas of our website, use a shopping cart or make use of e-billing services.

1.3.2 **Analytical/performance cookies.** They allow us to recognise and count the number of visitors and to see how visitors move around our website when they are using it. This helps us to improve the way our website works, for example, by ensuring that users are finding what they are looking for easily.

1.3.3 **Functionality cookies.** These are used to recognise you when you return to our website. This enables us to personalise our content for you, greet you by name and remember your preferences (for example, your choice of language or region).

1.3.4 **Targeting cookies.** These cookies record your visit to our website, the pages you have visited and the links you have followed. We will use this information to make our website and the advertising displayed on it more relevant to your interests. We may also share this information with third parties for this purpose.

1.4 You can find more information about the individual cookies we use and the purposes for which we use them in the table below:

1.5 You block cookies by activating the setting on your browser that allows you to refuse the setting of all or some cookies. However, if you use your browser settings to block all cookies (including essential cookies) you may not be able to access all or parts of our site or have access to full functionality.

5 Acceptable use policy

PLEASE READ THE TERMS OF THIS POLICY CAREFULLY BEFORE USING THE SITE

1. What's in these terms?

1.1 This acceptable use policy sets out the content standards that apply when you link to our site, or interact with our site in any other way.

2. Who we are and how to contact us

2.1 Vicyourcoach.com is a site operated by Pathfinder Partners Limited ("We"). Our office is at 7200 The Quorum, Oxford Business Park North, Garsington Road, Oxford, OX4 2JZ. Our VAT number is 817643222.

2.2 To contact us, please email memberservices@vicyourcoach.com

3. By using our site you accept these terms

3.1 By using our site, you confirm that you accept the terms of this policy and that you agree to comply with them.

3.2 If you do not agree to these terms, you must not use our site.

3.3 We recommend that you print a copy of these terms for future reference.

4. There are other terms that may apply to you

Our Terms of Website Use also apply to your use of our site.

5. We may make changes to the terms of this policy

We amend these terms from time to time. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time.

6. Prohibited uses

6.1 You may use our site only for lawful purposes. You may not use our site:

6.1.1 In any way that breaches any applicable local, national or international law or regulation.

6.1.2 In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.

- 6.1.3 For the purpose of harming or attempting to harm minors in any way.
- 6.1.4 [To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards].
- 6.1.5 To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- 6.1.6 To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

6.2 You also agree:

- 6.2.1 Not to reproduce, duplicate, copy, show, share or re-sell any part of our site in contravention of the provisions of our terms of website use.
- 6.2.2 Not to access without authority, interfere with, damage or disrupt:
 - 6.2.2.1 any part of our site;
 - 6.2.2.2 any equipment or network on which our site is stored;
 - 6.2.2.3 any software used in the provision of our site;
or
 - 6.2.2.4 equipment or network or software owned or used by any third party

7 Interactive services

7.1 We may from time to time provide interactive services on our site, including, without limitation:

7.1.1 Videos;

7.1.2 Personality Profile Questionnaire;

7.1.3 Chat rooms;

7.1.4 Bulletin boards.

(Interactive Services)

7.2 Where we do provide any Interactive Services, we will provide clear information to you about the kind of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical).

7.3 We will do our best to assess any possible risks for users (and in particular, for children) from third parties when they use any Interactive Services provided on our site, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any interactive service we provide on our site, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards, whether the service is moderated or not.

7.4 The use of any of our Interactive Services by a minor is subject to the consent of their parent or guardian. We advise parents who permit their children to use an interactive service that it is important that they communicate with their children about their safety online, as moderation is not fool proof. Minors who are using any interactive service should be made aware of the potential risks to them.

7.5 Where we do moderate an Interactive Service, we will normally provide you with a means of contacting the moderator, should a concern or difficulty arise.

7. Content standards

8.1 These content standards apply to any and all material which you contribute to our site (**Contribution**).

8.2 The Content Standards must be complied with in spirit as well as to the letter. The standards apply to each part of any Contribution as well as to its whole.

8.3 Vic will determine, in its discretion, whether a Contribution breaches the Content Standards.

8.4 A Contribution must:

- 8.4.1 Be accurate (where it states facts).
- 8.4.2 Be genuinely held (where it states opinions).
- 8.4.3 Comply with the law applicable in England and Wales and in any country from which it is posted.

8.5 A Contribution must not:

- 8.5.1 Be defamatory of any person.
- 8.5.2 Be obscene, offensive, hateful or inflammatory.
- 8.5.3 Promote sexually explicit material.
- 8.5.4 Promote violence.
- 8.5.5 Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- 8.5.6 Infringe any copyright, database right or trade mark of any other person.
- 8.5.7 Be likely to deceive any person.
- 8.5.8 Breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- 8.5.9 Promote any illegal activity.
- 8.5.10 Be in contempt of court.
- 8.5.11 Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- 8.5.12 Be likely to harass, upset, embarrass, alarm or annoy any other person.
- 8.5.13 Impersonate any person, or misrepresent your identity or affiliation with any person.
- 8.5.14 Give the impression that the Contribution emanates from Vic if this is not the case.
- 8.5.15 Advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse.
- 8.5.16 Contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other

inducement to the commission, preparation or instigation of acts of terrorism.

8.5.17 Contain any advertising or promote any services or web links to other sites.

8. Breach of this policy

9.1 When we consider that a breach of this acceptable use policy has occurred, we may take such action as we deem appropriate.

9.2 Failure to comply with this acceptable use policy constitutes a material breach of the terms of website use upon which you are permitted to use our site, and may result in our taking all or any of the following actions:

9.2.1 Immediate, temporary or permanent withdrawal of your right to use our site.

9.2.2 Immediate, temporary or permanent removal of any Contribution uploaded by you to our site.

9.2.3 Issue of a warning to you.

9.2.4 Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.

9.2.5 Further legal action against you.

9.2.6 Disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

9.3 We exclude our liability for all action we may take in response to breaches of this acceptable use policy. The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.

9. Which country's laws apply to any disputes?

10.1 If you are a consumer, please note that the terms of this policy, its subject matter and its 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.

10.2 If you are a business, the terms of this policy, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English

law. We both agree to the exclusive jurisdiction of the courts of England and Wales.