Welcome to collectivebenefits.com

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We would ask that you take the time to read these Terms of Use (‘Terms’) carefully. They explain numerous things including, the rules covering your use of the Sites as well as other information regarding your rights. By using the Sites you confirm that you have read and understood these Terms and agree to comply with them. If you do not agree to these Terms, you must not use the Sites. These Terms may change from time to time and the up-to-date version will always be available on the collectivebenefits.com website. We will indicate at the top of these Terms when they were last updated.

Please ensure that you check these Terms regularly to view any changes which may have been made, because by continuing to use the Sites after these Terms have changed, you will confirming that you have read and understood, and agreed to be bound by, any revised Terms. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these Terms and other applicable terms and conditions, and that they comply with them. Our Terms of Business may also apply.

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

Your Information and Privacy

For a more detailed explanation of how we will collect, use and store information relating to you, and our commitment to protecting your privacy, please see our Privacy Policy, which includes information on how we use cookies on the Sites.

Conduct
You agree (i) not to use the Sites to upload, or distribute in any way, files that contain viruses, bugs, corrupted files, or any other similar software or programs that may damage the operation of computer hardware or software; (ii) not to interfere or disrupt the Sites or any networks connected to the Sites; (iii) not to use any device, software or routine or attempt to interfere with the proper functioning of the Sites or any transactions being offered at the Sites; (iv) not to take any action that imposes an unreasonable or disproportionately large load on Collective’s infrastructure; (v) not to use the Sites to collect or harvest personal information, including, without limitation, financial information, about other participants at the Sites; (vi) not to impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity; and (vii) not to post any misleading, fraudulent, defamatory, obscene or otherwise illegal information on the Sites.

You agree not to use the Sites or the services available at the Sites in any way that breaches any applicable law or for fraudulent purposes and you agree to comply with all regulations, policies, and procedures of networks connected to the Sites.

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**Links**

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Where our Sites contain 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. If you decide to access any of the third party links sites, you do this entirely at your own risk.

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Without limiting the foregoing, Collective does not make any warranty that (i) the services offered on the Sites will meet your requirements, (ii) the services offered on the Sites will be uninterrupted, timely, secure or error-free, (iii) the results that may be obtained from the use of the services will be accurate or reliable, (iv) the content or information available on the Sites is complete, accurate or available, or (v) the quality of any products, services, information, or other material purchased or obtained by you through the services will meet your expectations. No advice or information, whether oral or written, obtained by you from Collective or through the Sites shall create any warranty not expressly made herein.

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We don’t exclude or limit in any way our liability to you where it would be unlawful for us 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.

Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any products to you. We’ll set these out in our Terms of Business.

If you’re a business user:

We exclude all implied conditions, warranties, representations, or other terms that may apply to the Sites or any content on any of the Sites.
Collective and its shareholders and affiliates will not be liable 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 the use of, or inability to use, the Sites or the use of or reliance of any content of the Sites.

In particular, we won’t be liable for loss of business, profits, sales or revenue, loss of use or of data, interruption of business, loss of goodwill or reputation, indirect, or consequential damages of any kind even if we’ve been advised of the possibility of such loss and whether or not we had any knowledge, actual or constructive, that such damages might be incurred.

This exclusion includes, without limitation, any liability that may arise out of third-party claims against you.

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of, or related to, use of the services provided on the Sites or these Terms must be filed within one (1) year of such claim or cause of action arising or be forever barred.

**Accessibility**

If you have trouble using our Sites with certain web browsers or other software or if you want to let us know how we can improve accessibility, please let us know by contacting us on the details below. These Terms can also be made available in a larger print, should you require it. We appreciate your feedback and your suggestions will help us to improve our service to you.

**Termination**

You agree that Collective may, at its sole discretion, deny you access to the Sites and disable any username and password associated with you for any reason, including, without limitation, if Collective believes in its sole discretion that you have violated or acted inconsistently with these Terms. Collective reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the services offered under the Sites (or any part thereof) with or without notice. You agree that Collective shall not be liable to you or to any third party for any modification, suspension or discontinuance of the services offered under the Sites.

**General**

The Sites are created and controlled by Collective in the United Kingdom and the laws of England and Wales govern these Terms. You and Collective agree to submit to the exclusive
jurisdiction of the courts of England and Wales except for if you are a consumer and 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.

**Your Password**

You are responsible for maintaining the confidentiality of your username and password and are fully responsible for all activities that occur under your username or password. You agree to (i) immediately notify Collective of any unauthorised use of your username or password or any other breach of security, and (ii) ensure that you exit from your account at the end of each session.

Where Collective Society Ltd takes your bank account/credit card payment details for the payment of financial services/insurance, we only do so with your authorisation. Wherever we do this, we use 128-bit encryption, as well as SSL certificates when transmitting payment data to our payment providers who are currently Stripe (for Debit and Credit Card payments) in order to protect your data. Collective Society Ltd might change our payment providers to ones that we consider suitable at any time. Collective Society Ltd will only use payment providers who comply with data protection legislation and hold your details in as secure a manner as possible. Collective Society Ltd do not hold your payment details directly on our systems, although we are able to securely reference these details directly with the payment provider.

**Finally – if in doubt, contact us**

If you have any queries, comments or complaints regarding the Sites or these Terms just get in touch. You can write to us at:

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