



Terms & Conditions - Personal Membership

Terms & Conditions including Additional Terms and all pages of this agreement

Customer agreement – Personal Memberships

We / Us = My Legal Club Limited is authorised and regulated by the Financial Conduct Authority (FRN834278) and registered office: First Floor 20 Chapel Street Liverpool L3 9AG

You / I = The Customer

Would you prefer this information in large print, on disk, or in Braille? email [info@mylegalclub.co.uk](mailto:info@mylegalclub.co.uk) or information about the accessibility of our products and services.

My Legal Club are not liable for any of the information and content, not limited to but including, on [www.mylegalclub.co.uk](http://www.mylegalclub.co.uk) any trading styles, social media pages, emails, newsletters, or blogs. Every effort is made to ensure the content is accurate and we will amend any content which is out of date, inaccurate or misleading as soon as possible once we have become aware of the same. None of our content constitutes legal advice and we are not a solicitor's practice. The information and content are purely for illustration and independent legal advice should always be taken before any action, or inaction, which could have any legal consequences.

## **Definitions**

### **"Enquiry"**

A message sent to us requesting more information or submitting a legal advice query

### **"Free Trial Period"**

The free trial period is the period of time between the start of your subscription you select (whether a monthly or annual subscription) and the end of the free trial period when payment will be taken upon your free trial automatically transferring to a Premium Membership.

### **"Discount code/coupon"**

A discount code/coupon is one which will provide a % discount or fixed discount against a subscription. The renewal of the subscription will not include the discount code or coupon originally used at the point of purchase.

### **"GDPR"**

The General Data Protection Regulation 2016/679 incorporated in English Law via the Data Protection Act

### **"Length of Contract"**

The contract for a premium member paying a subscription fee to us is for a minimum term of 12 months.

### **"Money back guarantee"**

The money back guarantee applies to memberships where any free trial period offered is less than 30 days. This enables users to enjoy the free trial period whilst knowing they can still cancel after 30 days and receive a full refund in line with these terms and conditions.

### **"Minimum Term"**

12 months from the date of the original sign-up

### **"My Legal Club"**

The website and business operated by My Legal Club Limited and regulated by the Financial Conduct Authority (FCA) including all trading styles and websites of My Legal Club not limited to, but including, the Online Discount Club

### **"Non-Paying Member"**

A free user of My Legal Club

### **"Panel Solicitor"**

A Solicitor selected by My Legal Club and one which has signed our panel solicitor agreement

### **"Paying member"**

A Premium Member of My Legal Club who is paying for a subscription

### **"User"**

A visitor to the My Legal Club website [www.mylegalclub.co.uk](http://www.mylegalclub.co.uk)

### **"Website(s)"**

Not limited to but including, [www.mylegalclub.co.uk](http://www.mylegalclub.co.uk), [www.onlinediscountclub.co.uk](http://www.onlinediscountclub.co.uk), and any trading styles of My Legal Club Limited

## **A) Aims**

My Legal Club: Our aim is to provide our paying members with legal support, assistance, information, and access to leading specialist solicitors for their personal and working life.

We aim to meet the needs of our members and provide a range of benefits to our members in both legal services and non-legal services areas.

Online Discount Club: Our aim is to provide online discount codes for use with UK online retailers along with additional discounts and rewards.

## **B) Benefits**

Benefits offered via our membership vary from time to time and during subscriptions.

As at 1<sup>st</sup> June 2020 the following benefits are offered to paying members of this membership (subject to the wider terms and conditions below):

1. Online Discount Club – access to the discount code portal
2. My Legal Club membership
3. Free online will
4. Club Individual gift card for leading UK restaurants
5. Discounts on legal fees with our highly recommended specialist solicitors
6. No 25% deduction for costs in personal injury claims prior to the Civil Liability Act reforms
7. A discount on all other legal documents in our online legal library
8. 1st month of paid membership you receive access to a Free Lasting Power of Attorney for Health & Welfare

Discounts on legal fees operate as follows:

- A. Online legal documents. A discount coupon code unique to your membership is provided to you via email. When you buy a document within the online legal document library, e.g. a divorce pack, you will be asked to enter a discount coupon code. Entering this will apply the discount.
- B. Solicitors legal fees. This discount will be applied in one of two ways:
  - i) The Solicitor will discount the quote due to you being a member; or
  - ii) A discount applied by us. In certain areas of law solicitors provide us with their net pricing structure, e.g. conveyancing. This is a wholesale price and not retail. We apply a referral fee and this then forms their quote. Where a member of My Legal Club requests such a quote we will reduce the sum payable to My Legal Club to create a discount and therefore benefit compared to the pricing non-members would receive.

## **C) Time Limits (subject to change)**

1. Will – you have 2 months from signing up to any free trial period to secure your free will otherwise the discount code elapses and will no longer be valid.
2. Lasting Power of Attorney for Health & Welfare – you have 1 month from the end of your free trial period (not to be longer than 3-months so if you have a free trial longer than 3-months the document must be completed and submitted before the end of the 3-month period from original sign-up) to secure the free Lasting Power of Attorney for Health and Welfare otherwise the discount code elapses and will no longer be valid.

#### **D) Pricing, length of term and free trial periods:**

We offer a number of personal membership options:

- 1) Monthly Subscription
- 2) Annual Subscription

Pricing is confirmed on the website, in the pricing table prior to signing up, and via the email notifications that follow e.g. GoCardless payment notifications. If we are offering a free trial period this will be confirmed prior to sign up and in our welcome emails. You can only benefit from one free trial period. You cannot cancel and then sign up to additional free trial offers. You will only be entitled to one free trial per 12 months.

When you sign up you will be asked to review, and if happy agree our Terms and Conditions, and as you proceed to then provide your payment details via GoCardless. Payment is deferred until the end of any free trial period(s). In the absence of any free trial period payment will be taken by GoCardless as soon as possible. If you cancel within the trial period no payment shall be taken by GoCardless. We do not control the date upon which payments are taken. We do not hold any banking or card information or participate in the transfer of information between any person and GoCardless as these details are confirmed directly to GoCardless during our signing up process.

All of our personal memberships are 12-month minimum term subscriptions.

If you are paying monthly, then at the expiry of the 12-month minimum term, the agreement will become a 1 month rolling contract.

If you are paying annually, then at the expiry of the 12-month minimum term, the agreement will auto-renew and will operate as an annual rolling contract.

If you received a free limited time membership or discount code/coupon then this shall only be applied once, and any renewal will result in a charge at the full price stated at the time subject to our terms and conditions.

Further details regarding cancellation and notice periods are included within these Terms and Conditions.

#### **E) 30-day money back guarantee OR FREE trial period**

We work hard to provide the best products we can and want you to have complete satisfaction with your experience of our services.

From time to time we may market and promote money-back guarantee periods OR a FREE trial period. This will be stated on our sign-up page and reflected in your welcome email.

In the event of a 30-day money back guarantee or 30-day FREE trial period being offered then if you notify us within 29 days of signing up we will refund any fees paid (in the event of a money-back guarantee applying) or cancel the membership ensuring you are not charged no questions asked.

Any 30-day money back guarantee period includes any FREE trial period offered.

This means, as an example, if you sign up and receive a 14-day FREE trial you will be charged at the expiry of the 14-day FREE trial period. You will then have the balance of 30 days, in this example 16 days, to claim a refund using the money back guarantee offer.

If your FREE trial is 30 days then you will be charged on day 30.

Any 30-day money back guarantee is not from the date of money leaving your account. The 30 days commence from the date you sign up to our service and enter your bank details in our checkout pages.

Any offer only applies to your first subscription. This means you can NOT sign up, cancel and then sign up again and receive the same offer.

You must contact us, preferably by email before the end of the day prior to the expiry of any FREE trial period, or money back guarantee period from when you placed your original order, in order to cancel or secure a refund.

Any moneyback offer is only available once per member, payment method, or IP address.

You are not eligible if you have requested a refund previously.

Refunds will be provided within 14 working days (often much more quickly).

## **F) Disclaimer**

The offer of a free online will(s) via My Legal Club membership may not be suitable for every person or parties. The online will offer is limited to those online wills offered via the interactive online document library from time to time and the time limits imposed.

With both the online will and online Lasting Power of Attorney for health & welfare there will be additional fees incurred in order to lodge them with the various sources and further work in respect of witnessing such documents will be required. any offer of a free online will and/or Lasting Power of Attorney for health & welfare is limited to that particular document or pack and not the full process of execution and implementation.

My Legal Club is not liable for any of the information and content included on [www.mylegalclub.co.uk](http://www.mylegalclub.co.uk) any trading styles websites, social media pages, emails, replies to emails, calls, newsletters or blogs. Every effort is made to ensure the content is accurate and we will amend any content which is out of date, inaccurate or misleading as soon as possible once we have become aware of the same. None of our content or responses constitutes legal advice and we are not a solicitor's practice. The information and content are purely for illustration and independent legal advice should always be taken before any action, or inaction, which could have any legal consequences and no liability will attach to My Legal Club as a result. When you need to access legal information, support, resources or advice via our email support service it is important to note the following:

- Email support via [info@mylegalclub.co.uk](mailto:info@mylegalclub.co.uk) – our aim is to respond to all emails as quickly as possible. Our intention is to respond to every email within 4-working hours of receipt, but this will not always be possible. If we change the email address to which email support should be sent we will notify you in writing.
- Legal advice and consultations with solicitors – if the information provided by us, and/or the resources available via the legal document libraries, does not provide the solution to your needs and/or the request made by you requires formal legal advice we will introduce you to our panel of specialist solicitors subject to us assessing that the request meets the criteria agreed with the solicitors for a free initial consultation.

- We will not knowingly introduce parties to our solicitors to pursue an action against you. People and businesses are entitled to instruct a solicitor of their choice and if they select a solicitor of their own choice there is nothing we can do other than assist you with the defence of any such action via our panel solicitors.
- Any discounts are at the discretion of My Legal Club, our solicitors, and subject to change.

We arrange benefits from third parties on behalf of our members and to form part of the membership benefits.

There are separate terms and conditions which apply to these third parties, e.g. the online legal document library, the Online Discount Club platform, etc.

We cannot guarantee the provision, availability, quality, execution of services from third parties. We will not offer any reduction in our membership periods, refunds, discounts or service any cancellations where a third-party benefit previously associated with the membership has been cancelled, withdrawn, changes, or is unavailable.

These terms and conditions should be read in conjunction with our terms of use, privacy policy and disclaimer all available in the bottom headings on [www.mylegalclub.co.uk](http://www.mylegalclub.co.uk)

Any discounts offered by our panel solicitors are also subject to change and government reform.

To the extent permitted by law, we hereby exclude, any liability for the services, availability, performance, execution, conduct relating to any third party and/or the content on our website and in communications with us:

1. all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.
2. any liability for any direct, indirect or consequential loss or damage incurred by any customer in connection with our site or in connection with the use, inability to use, or results of the use of our site, any services or websites linked to it and any materials posted on it, including:
  - o loss of income or revenue or profits or opportunity
  - o loss of data
  - o loss of goodwill
  - o wasted time, even if foreseeable, provided that this condition shall not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.
3. This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or reduced under applicable law.

### **G) Cancelling during any free trial period / money back guarantee period offered**

To cancel please confirm your name, company name, email, address and:

Email us at either My Legal Club or Online Discount Club OR via the Contact Us form on either website.

OR

Write to us at 1st Floor 20 Chapel Street Liverpool L3 9AG

OR

Complete our cancellation form at the bottom of these terms and conditions and a link will be provided to this in your welcome email.

Users, understand and accept, that we can only assist with legal services enquiries in respect of England & Wales. Users from locations outside of England & Wales do so of their own accord and at their own risk. No refunds will be made for users outside of England & Wales.

#### **H) Payments to us by solicitors or third parties**

We may receive payment from third parties (i.e. by passing your details to third parties and/or passing third parties' details to you where we are legally entitled to). If you join as a member and agree these terms and conditions, and/or contact us, you accept, acknowledge and understand the above. If you require further information in respect of this, and/or more detail regarding any fees paid to us, please do not hesitate to get in touch.

#### **I) Additional Terms**

You understand and agree to the following.

1 What this agreement covers – This agreement covers the use of Online Discount Club, [www.onlinediscountclub.co.uk](http://www.onlinediscountclub.co.uk), My Legal Club, [www.mylegalclub.co.uk](http://www.mylegalclub.co.uk), the online legal document library, any social media channels, emails, communications, trading styles of My Legal Club, any blogs/newsletters, the Paying Membership and any legal enquiries that are forwarded to My Legal Club. The Agreement does not relate to any agreement between you and a panel solicitor or third-party.

2 How this agreement is made up –This agreement is made up of the sections within this agreement and include:

a the subscription price plans, extra services, benefits, and minimum length of contract of 12 months;  
b the price plan charges as per these terms and conditions. The price of the monthly fee or annual subscription charges are confirmed on the site and during your checkout process.

3 Length of this agreement – This agreement will start when you complete the checkout journey on My Legal Club website or App. One of the ways that My Legal Club may end this agreement is by giving the member 30 days' written notice. The member may also end the agreement by either i) cancelling within any free trial period (at least one working day before expiry) or ii) by giving My Legal Club 30-days written notice prior to renewal of their subscription after the expiry of a minimum period (12-month term). The other reasons for this agreement coming to an end are shown in clause 9 of these conditions.

4 Charges –You agree to pay all charges due under this agreement. All these charges are parts of the price you must pay for the package of services you receive from us. Payment is to be made via the collection mechanism on the My Legal Club website. Failure to complete these details correctly leading to a failure to pay My Legal Club will lead to the membership failing to register with My Legal Club or a debt being due to My Legal Club for unpaid fees in the event that the membership is approved and completed without payment being received. If this agreement ends before the end of the minimum period (whether by us or you), you must still pay all charges until the end of the minimum period. This applies when this agreement comes to an end in clause 9, except in the following situations.

- Either of us end this agreement under clause 9a.
- If you end this agreement under clause 9b.
- If we end this agreement because we are permanently unable to provide the services to you.

In these three situations you do not have to pay all charges until the end of the minimum period. Any legal charges by panel solicitors and/or legal document charges are not dealt with under this agreement as they are dealt with directly by the third party involved e.g. the solicitor.

5 Charges – the monthly/annual fee is that which is confirmed on our websites at the point of sale and confirmed in the checkout section when you complete your bank details for a monthly payment plan or annual subscription.

6 Other – You are over 18 years of age and you understand that this agreement. You confirm that you are a resident of England & Wales OR you are aware that many of the benefits will not be available to you outside of England & Wales but wish to proceed in any event. You agree that we may use your personal information as described in clauses 13 / 14, within the Privacy and GDPR statement attached to this Agreement.

## **J) Payment conditions**

### **1 Terminology explained**

We, our or us – My Legal Club Limited and all associated trading styles.

You or your – the customer whose name appears on the checkout page / welcome email.

Agreement – these conditions, the charges and terms and conditions.

Charges – charges for services. These include the monthly/annual charges (paid for a month in advance unless we say otherwise). Any payments for legal documents or any other items on the site will be paid for at the time of purchase and are not included within the membership unless otherwise stated/amended.

Minimum period is 12-month minimum contract which then auto-renews subject to Clause 9.

Price plan changes will be made in writing and we reserve the right to increase subscriptions with 30 days written notice.

Services – the ability to contact My Legal Club through the site, email, or social media channels to seek legal advice from a panel solicitor.

### **2 Your agreement period**

a We'll continue to supply you with, and you must pay the charges for, the services until we or you end this agreement in line with clause 9.

b If this agreement ends before the end of the minimum period (whether by you or us), you must still pay all charges until the end of the minimum period. This applies when this agreement comes to an end in clause 9, except if:

- we end this agreement under clause 9a; or
- you end this agreement under clause 9b; or
- we end this agreement because we are permanently unable to provide the services to you.

### **3 Services**

a We will try to give you the services when you want them but from time to time the site will be down for upgrades, repairs, or due to forces beyond our control. Other benefits are beyond our control. One such example is the Legal Document library hosted and owned by Epoq Legal Limited using their trading style "Direct Law". We accept no liability nor responsibility for the availability of the site, the content and quality of the legal documents themselves and any liability and/or action relating to the legal documents will need to be taken directly against the third party and / or their professional indemnity insurers. Any benefits received from third parties cannot be guaranteed. Any issues in respect of these third-party services need to be directed to the relevant third party. No refunds, liability or responsibility is, or shall be, accepted by us for any downtime, failure or losses suffered as a result of these third-party services.

b Whilst Solicitors who have become panel members of My Legal Club have signed our Service Level Agreement and confirmed they have the relevant qualifications and accreditation's in each area of law in which they receive legal enquiries no guarantee, promises or liability can be accepted by us in respect of the performance, content, conduct and/or continuance of any Solicitor on our panel. Again, any disputes can be raised via the Solicitor directly or via us and the Solicitor and/or their Professional Indemnity Insurer will respond to all complaints and disputes whilst you may also pursue the matter via the Legal Ombudsman if you so wish.

### **4 Using our services – the rules**

a It's your responsibility to make sure you keep to this agreement, and you follow our instructions on using our services.

b You must never use our services for anything we would consider is abusive, illegal, fraudulent, or a nuisance. Also, you must never use them for any criminal activities.

c You're not allowed to allow anyone to use or sell all or any part of our services to anyone else. You cannot share any discount codes for multiple use.

d We've allocated you a username and password for our services and membership. This is unique to you and not to be used by other persons.



e we are not responsible nor liable for the conduct, actions, charges or performance of the legal document service, the panel solicitors nor any third party offer we have on the site. Every effort is made to perform due diligence on commercial partners and hold them to strict standards of performance and behaviour. f you accept and understand that in any area of financial mis-selling (not limited to but including pay day loans, SIPP's, investment loss, mortgage breach, Consumer Credit Act) you are able to claim, without any fee being charged, against the regulated party directly AND if necessary via the appropriate Statutory Ombudsman or Statutory Compensation Scheme, e.g. The Financial Ombudsman Service (FOS) <https://www.financial-ombudsman.org.uk/> and where appropriate The Pension Ombudsman <https://www.pensions-ombudsman.org.uk/> or the Financial Services Compensation Scheme (FSCS) <https://www.fscs.org.uk/> – There is no reason why you would achieve a different/better result by instructing a solicitor or claims management company. If you choose to instruct us to assist you with a financial mis-selling claim you confirm that you accept and understand the above. g you can only benefit from one free trial period. You cannot cancel and then sign up to additional free trial offers. You will only be entitled to one free trial per 12 months.

## 5 Payment

a You must pay any charges, by direct debit or standing order, in line with the payment plan you have selected when you signed up (e.g. monthly or annual). Our website uses Go Cardless for payments and we store no bank account details or card details. We do not accept any other forms of payment. b If you owe us any money, and you do not have valid reasons for disputing the payment, we may charge you interest. We charge interest daily at the rate of 2% above the base rate of Barclays Bank each year. We may also charge you reasonable administration costs as a result of you paying your subscription late or failing to pay it.

## 6 Changing charges and terms

a We may occasionally change or introduce new charges. If we believe any change in our charges will not disadvantage you, we may include it without telling you. However, if we increase our charges, we'll give you at least 30 days' notice and you will have the same 30-day period of notice to cancel if you do not agree with any price increases. b We may change or withdraw services at any time, and we may change or introduce new terms to this agreement at any time. If we do, we'll give you at least 30 days' notice of these changes. If these changes are to your significant disadvantage, you may have a right to end this agreement under clause 9b and we'll tell you if you do. c We may need to change your username or password. We will let you know if this is the case.

## 7 Suspending our services

a We can suspend or restrict your use of any of our services if:

- we believe our services are being used in a way we do not allow under this agreement;
- you have not kept to this agreement (for example, you fail to pay any charges when due);
- we believe that you have entered into this agreement fraudulently and/or you allow other people to use your username and password;

you become bankrupt or make any arrangement with creditors or go into liquidation or an administration order is made, or a receiver is appointed over any of your assets;

- you do anything (or allow anything to be done) which we think may damage or affect the operation of our services; or
- the law or regulation is passed which means we need to do so.

b We will try to tell you when we suspend or restrict your use, but we do not have to. c When we suspend or restrict your use, this agreement will continue, and you still must pay all charges due during any period when we suspend or restrict the service. As an example, we may need to upgrade the website and/or make amendments resulting in downtime.

## 8 No Credits if there is a failure of the service

a no refund or credits are available for loss of use of the site or services.

## 9 Ending this agreement

a Either you or we may end this agreement by giving the other 30 days' notice in writing. Your notice must include your username and full name and address from your authorised email account or be confirmed in

writing with any appropriate security details. You must pay the charges during the notice period and will still be liable for any fees if you are either within the minimum term and/or in a one month rolling contract after the expiry of the minimum 12-month term.

b You may end this agreement by writing to us if:

- we don't do something fundamental that we should have done under this agreement;
- we tell you that the subscription charges will increase, and you provide us with the relevant notice in writing for 30-day cancellation of your subscription;
- we change this agreement to your significant disadvantage including changing or withdrawing services (we will tell you if this is the case) and you write to us within one month of us telling you about the change. This does not apply if the change or withdrawal relates to services which you can cancel without us ending this agreement and does not affect the minimum term.

c We may end this agreement at any time by writing to you if:

- you do anything (or allow anything to be done) which we think may damage or affect the operation of our business;
- within seven days of us asking you in writing, you do not do something fundamental that you must do under this agreement (for example, pay the charges when they are due); or
- we are permanently unable to provide the services to you.

d When this agreement comes to an end:

- we will cancel your membership
- you will have to pay immediately all charges you owe on the date we end your subscription; and
- you must still pay all the charges until the end of the minimum period. This applies when this ends in clause 9, except if:

o we ended this agreement under clause 9a; or

o you ended this agreement under clause 9b; or

o we ended this agreement because we were permanently unable to provide the services to you.

In these three situations you do not have to pay all charges until the end of the minimum period.

e If this agreement ends before the end of the minimum period, and you pay us the charges for the rest of the minimum period in one lump sum.

## 10 Liability and exclusions

a We are legally responsible to you if our negligence causes death or personal injury.

We will not be legally responsible to you for:

- loss of income or profits;
- loss of use of the services;
- lost business or missed opportunities; or
- any loss or damage that is not directly caused by us or which we could not reasonably expect at the time we entered into this agreement with you.

We will not be legally responsible to you if we cannot provide the services because of something outside of our reasonable control.

b Except for fraud or where our negligence causes death or personal injury, we will not pay more than £40.00 or 150% of the charges in the previous 12 months, whichever is higher, for each claim or a series of related claims.

c If you are a consumer, the terms of this agreement will not affect any rights which you may have under any law and which we cannot exclude under any agreement.

## 11 Personal information

a We and our group companies may use your information to:

- ensure you are receiving any services or benefits applicable from third parties, e.g. 4Sight the dash-cam company as an example, manage your account, carry out customer-care activities and train our staff, including monitoring calls, emails or text messages that you send us;
- monitor the quality and security of the site and test and maintain our IT systems;
- analyse your use of the services for marketing purposes, including, but not limited to, the pages of our site you look at and the services you purchase as well as your browsing history and use of our websites;
- contact you with marketing messages if you have not objected. These messages may include marketing from other organisations, but we will not pass responsibility of your information to these other

organisations. If you do not want to receive marketing messages from us you shall be asked when you sign up to us as either a paying or non-paying member.

b For more details on how we use your information, please read the Privacy and GDPR statement at the end of this Agreement.

## 12 Benefits

A) Every effort will be made to enable access to the benefits we have advertised on our website and emails to you in respect of your Personal membership. From time to time these benefits will not be available, may be removed by us, may be stopped by the provider or restricted. Whilst we make every effort to remove such items from our website, emails, terms and conditions, and elsewhere, no guarantees, promises, or reliance should be placed on the benefits offered via third parties.

### B) Online Discount Club

A Member may be offered access to the Online Discount Club provided by Stubben Edge Limited (the Platform) will be required to accept the Platform's Terms of Use and Privacy Notice before they can access and use the Platform.

You must comply with the Terms of Use.

We do not warrant that:

- (a) your use of the Platform or the Services will be uninterrupted or error-free; or
- (b) the Platform will be free from Vulnerabilities.

We shall not be 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 you acknowledge that the Platform may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

### Retailers and benefits

The Platform will allow the Members to access and claim the Benefits offered by the Retailers via the Platform.

To claim a Benefit, the Member will be required to accept the Retailer's terms and conditions and privacy notice applicable to the Benefit.

Whilst the Platform will use reasonable endeavours to ensure a good mixture of Benefits are available they do not warrant or guarantee that any particular Benefits or any particular categories of Benefits will be available via the Platform at any time. The Member accepts that Benefits may be withdrawn from the Platform at any time without notice to the Member.

The Benefits are provided solely by the Retailers. Therefore, we shall have no liability, whether in contract, tort (including negligence), breach of statutory duty or otherwise in respect of any matter related to the Benefits which shall include, without limitation, the quality of the Benefits themselves and the acts and omissions of the Retailers (and their officers, employees, consultants, subcontractors and agents) in connection with the delivery of the Benefits.

### 13 General

a We may transfer this agreement to anyone at any time. However, you can't transfer this agreement to anyone unless we've agreed in writing beforehand. We will not unreasonably refuse this request.

b If you or we fail to enforce our rights under this agreement, it will not prevent you or us from taking further action.

c When you email us with a legal enquiry you are accepting that we shall pass that information on to as many of our panel solicitors as we so choose. If you purchase legal documents, contact any of our commercial partners offering special services or discounts you will be subject to their terms and conditions not those of My Legal Club. Members will be entitled to a discount from our panel solicitors on any legal work that is processed by them. Such discounts will change from time to time and the SLA (Service Level Agreement) we hold with the solicitors is included below under the heading SLA for paying members when dealing with panel solicitors. The amount discounted to members will be confirmed by the panel solicitor and is the responsibility of the panel solicitor to do so. My Legal Club cannot confirm that such discounts will be in place throughout the course of the membership or at the same values as they are subject to change.

d We'll send you notices in accordance with your instructions and instructions when you join be it by post, text or other form of electronic message and will assume that you have received them 48 hours after we have sent them. We'll send all written notices served by email to the address you have given. You must tell us about any changes to your email address. If you want to write or email us, please use the registered office address. You can then assume we have received these notices 48 hours after you have sent them.

e If you have a complaint, please contact us at [info@mylegalclub.co.uk](mailto:info@mylegalclub.co.uk) We will do our best to sort out your issues. If we cannot sort out the issue, you may ask that the matter is referred to an independent ombudsman under our Complaints Policy which is available on our website or by contacting us. You or we may bring legal proceedings in a court in the UK to sort out a dispute under this agreement. My Legal Club cannot guarantee nor control the legal advice or the success thereof in respect of any instructions granted to solicitors or lawyers. The information and content on our website, and additional channels, is provided by My Legal Club Limited and while we endeavour to keep the information up to date and correct, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the website or the information, products, services, or related graphics contained on the website for any purpose. Any reliance you place on such information is therefore strictly at your own risk.

The information contained in this website is for general information purposes only.

In no event will we be liable for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of data or profits arising out of, or in connection with, the use of this website.

Through this website you can link to other websites which are not under the control of My Legal Club Limited. We have no control over the nature, content and availability of those sites. The inclusion of any links does not necessarily imply a recommendation or endorse the views expressed within them.

My Legal Club Limited takes no responsibility for, and will not be liable for, the website being temporarily unavailable due to technical issues beyond our control.

f This agreement is under English law.

Contact us by – Email: [info@mylegalclub.co.uk](mailto:info@mylegalclub.co.uk) – [support@onlinediscountclub.co.uk](mailto:support@onlinediscountclub.co.uk)

My Legal Club Limited

Registered Office – 1st Floor 20 Chapel Street Liverpool L20 9AG

Company Number – 09750088

Authorised and regulated by the Financial Conduct Authority (FRN834278)

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### **K) Service Level Agreement with the Panel Solicitor**

Service Levels to be complied with by the Solicitor who is a panel member of My Legal Club (referred to below as the Firm – where the Provider is stated this refers to us and where Client is referred to this means you):

Upon receipt of an enquiry the Firm will:

1. Contact the Client with an appropriately trained and qualified member of staff to explore the initial instructions and advise the Client accordingly;
2. Accept responsibility for conduct of the matter;
3. Advise the Client clearly and honestly;
4. Engage the Client and provide them with the highest standards of customer service;
5. Contact the Client at their preferred time and if unable to do so contact the client to alert them to this and to arrange another date and time within 48 hours of receipt of the enquiry unless the client requests a later date;
6. No Client will have their initial appointment/telephone consultation delayed more than once unless it is the Client causing the delay;
7. Ensure that the Client is advised as to whether their instructions will be accepted or not. The Firm shall within 24 hours of speaking with the Client email the Provider to confirm whether the instructions are accepted or rejected. If the instructions are rejected, then the reasons as to why must be confirmed in writing;
8. Adhere to the Solicitors Code of Conduct and all relevant law and guidelines applicable to best practice and Solicitors;
9. Act in the best interests of the Client.
10. Update all Clients in writing at least once every 28 days;
11. Respond to telephone calls and any other enquiries from the client within 2 working days of the enquiry;
12. Advise the Provider of any complaints the Firm receive in respect of either parties conduct within 2 working days.
13. Keep up to date the various accreditations required to be a panel member of the Provider for the duration of this term and alert the Provider within 2 working days of any change to this.

## **L) Opt-In, Privacy and GDPR Statement**

### **Privacy policy**

My Legal Club Limited (MLC), its trading styles, its subsidiaries and group (collectively, “us” or “we”) understand that your privacy is important to you. We are committed to respecting your privacy and protecting your personal data, which is any information that can identify you as an individual person, collected via all websites or apps that post a link to this Privacy Policy (collectively, “the Sites”). This Privacy Policy describes how we handle and protect your personal data in connection with the Sites, in our capacity as data controllers. Please see our Terms of Use (at [www.mylegalclub.co.uk](http://www.mylegalclub.co.uk)) more information about our online terms and policies in general.

We acknowledge and agree that any personal data appertaining to our client’s that the company handles will be processed in accordance with the applicable UK Data Protection laws in force and the General Data Protection Regulations (GDPR) which apply from 25th May 2018.

### **Opt-In**

#### Services

In order to provide you with the services purchased within our membership we will need to share your personal details with third parties in order to deliver the services you receive as part of your membership.

As an example, if you request legal advice and it meets the criteria for a free consultation with a solicitor we shall introduce you to one of our panel solicitors sharing your details with them.

By signing-up to our membership you will be introduced to other partners who offer products and services, such as:

- Our panel solicitors
- Online Discount Club platform
- Additional parties advertised on our site, emails, and required to provide the benefits we have advertised, listed, offered to you prior to sign-up.

When we share your details with partners who deliver our services we confirm it is necessary, proportionate, relevant, accurate, timely and secure.

These details and action are necessary to enable us to deliver upon the services upon which you have signed-up to in line for the purposes of legitimate interests pursued by us and/or the third parties to whom the details are disclosed.

If you do not wish to receive a particular service or have your details shared to a particular party please contact us to confirm the same prior to your subscription being commenced, although no changes to our pricing will be made.

If you purchase any product or take any advice or assistance from an affiliate or partner of My Legal Club, this will be an arrangement purely between yourself and the other party. We do not act as agent to introduce services and do not accept any liability for products sold or advice or assistance given by one member or affiliate to another on any matter whatsoever.

We take your privacy very seriously. We may add to the benefits you receive during the course of your subscription; we may provide selected information (excluding 'sensitive personal data') to other organisations who have been selected to provide services to our members. This will only be done, however, when we have approved the way in which those organisations will use such personal data, with a view to improving the value of our membership and at all times in accordance with our privacy policy and after you have provided your explicit consent.

If you do not wish other organisations to receive any information about you, you may, at any time, update and amend your preferred method(s) of communication, opt out of receiving communications from the us, change your contact details or set your email preferences, by contacting us via email, letter, or phone.

### **Updates and marketing**

When you sign-up you will be provided with a range of questions regarding your marketing preferences. Only if you tick yes to any of the selected options will you receive those marketing messages to which you have opted in. You are able to unsubscribe from such marketing preferences at any stage with options to unsubscribe available within the message itself and/or by contacting us directly.

### **Information we collect**

MLC collects personal data on certain areas of the Sites when members sign up to our services and register for MLC newsletters and alerts. The personal data collected varies across the Sites and may include information that you provide, such as your name, mailing address, e-mail address, telephone number, fax number, and background information required for us to provide services and ensure you receive a response to your legal services enquiry. For instance, by registering for MLC newsletters or alerts, you agree to receive the correspondence to which you have subscribed at the e-mail address that you provided at registration. We will send e-mails to this address related to your registration.

We may also automatically collect information about the devices you use to interact with our Sites. The information we automatically collect may include IP address, device identifier, web browser, and browsing information collected through cookies, web beacons, pixels, clear gifs, and other similar technologies (collectively "Cookies and Other Tracking Technologies") on our Sites. We may also automatically collect information about how you use the Sites, such as what you have searched for and viewed on the Sites. The information automatically collected will be associated with any personal data you have provided.

### **Use of information**

The personal data we collect may be used where we have your specific consent to do so, or where MLC has a legitimate interest in or other legal basis for processing such information. In some situations, the collection of personal data may be required for the operation of the Sites or to provide certain services or products. MLC uses your personal data to fulfil your requests for information, process your requests to participate in conferences and events, personalise content that you view or receive on the Sites, evaluate and improve our services, distribute newsletters and alerts to you, analyse the Sites' performance and functioning, publish your letters to the editor or comments, prevent fraud, enforce our terms of use, comply with all applicable laws and corporate reporting obligations, enforce MLC's agreements, and accomplish other purposes you may initiate or request. We may keep any of your personal data on file and use it to contact you.

MLC may use first- and third-party Cookies and Other Tracking Technologies to manage our Sites and our services and collect analytics about how you use them. The information provided throughout this Privacy Policy about cookies also applies to these other tracking technologies. Please refer to our Cookie Policy (at [www.mylegalclub.co.uk](http://www.mylegalclub.co.uk)) for more details regarding our use of cookies.

Our Sites do not collect personal data about your online activities over time and across third party websites or online services. Therefore, “do not track” signals transmitted from web browsers do not apply to our Sites, and we do not alter any of our data collection and use practices upon receipt of such a signal.

We collect, use and are responsible for personal information about our client’s. When we do this, we are the ‘controller’ of this information for the purposes of the General Data Protection Regulation 2018 and other applicable Data Protection Laws.

What do we do with this information?

Information collected by us

When carrying out our function we require all firms to ensure and indemnify that they have the relevant data and GDPR consents to enable us to access any files, paper, systems, or IT where they hold such data. When clients contact us, we obtain as part of our terms of use permission to pass their details on to solicitors on our panel and other parties who may assist us deliver the benefits, such as the Online Discount Club platform.

### **Information collected from other sources**

We also expect to collect information from other sources:

- Introducers
- Funding and Insurance companies
- The Courts and Government Agencies
- Barrister’s Chambers and counsel
- Accountants
- IFA’s
- Experts
- Consultants
- Courier Services
- Costs Drafting Firms
- IT Support

How we use client’s personal information

We use client’s personal information to provide our services in our capacity and to act upon our client’s instructions.

Whether information must be provided by the client, and why?

The personal information as listed above must be provided by the client to the company, to enable us to act upon instructions. When we collect information from a client, the company will inform the client whether they are required to provide this information to the company.

Legal reasons we collect and use a client’s personal information

We shall process personal data as necessary to perform our contract for the relevant service with our client’s, to take steps at the client’s request before entering into it. To decide whether to enter the agreement or to manage and perform the indenture and to update the company records.



### **Who will we share a client's personal information with?**

We also may share your personal data with third party service providers who perform services and functions on our behalf to support our interactions with you, including, for example, solicitors to provide you with advice, or communicating with you. These third-party service providers are not permitted to use or disclose your personal data except as necessary to perform services on our behalf or to comply with legal requirements.

In addition, we may disclose information about you:

If we are required to do so by law or legal process;

To law enforcement authorities or other government officials;

When we believe disclosure is necessary or appropriate to prevent physical harm or financial loss or in connection with an investigation of suspected or actual illegal activity;

If disclosure is necessary to protect the vital interests of a person;

To enforce our Terms of Use;

To protect our property, services and legal rights;

To prevent fraud against MLC, our subsidiaries, affiliates and/or business partners;

To support auditing, compliance, and corporate governance functions; or

To comply with all applicable laws.

We maintain processes designed to ensure that any processing of personal data by third party service providers is consistent with this Privacy Policy and protects the confidentiality, availability, and integrity of your personal data.

In addition, we may disclose or transfer your personal data in the event of a re-organisation, merger, sale, joint venture, assignment, or other transfer or disposition of all or any portion of our business.

### **Client Rights**

Under the General Data Protection Regulation, a client of ours have several important rights that can exercised free of charge. In summary, these rights are:

Transparency over how the company uses personal data and fair processing of that information;

Access to personal information and other supplementary information;

Require the company to correct any mistakes or complete missing information we hold on the client;

Require us to erase any personal information in certain circumstances;

Receive a copy of the personal information provided to the company by a client or have this information be sent to a third party, this will be provided to the client or the third party in a structured, commonly used and machine-readable format;

Object at any time to processing of a client's personal information for direct marketing;

Object in certain other situations to the continued processing of a client's personal information;

Restrict our processing of a client's personal information in certain circumstances;

Request not to be subject to automated decision making which produce legal effects that concern a client or affect a client in a significantly similar way.

Further information about rights under the GDPR can be seen in the Guidance from the Information Commissioners Office on Individual's rights under the GDPR.

If a client wishes to exercise any of these rights, please:

Email call our write to us at MLC

Provide information so that we can identify you

Let us have proof of your identity and address;

State the right or rights that you wish to exercise.

We will respond to you within one month from when the company receive the request. Please note if you wish to unsubscribe from any email you can do so by sending an email to MLC with the subject "UNSUBSCRIBE". It may take up to 30 days for this to become effective. Please make sure that you include ALL email addresses, phone numbers and addresses which you want unsubscribing.

### **How to make a complaint?**

We hope that our Data Protection Officer can resolve any issues or complaints that arise. Please get in touch if you have any concerns (see 'Get in touch' below).

The General Data Protection Regulation also gives a client the right to lodge a complaint with a supervisory authority, in the European Union (or European Economic Area) state where the client work, normally live or where the alleged infringement of data protection laws occurred. The UK supervisory authority if the Information Commissioner's Office who can be contacted at <https://ico.org.uk/concerns/>

### **Security**

The company take the security of personal information seriously. It has security measures in place to ensure that their paper and computer systems and databases are protected against unauthorized use, loss or damage.

### **Future Processing**

We do not intend to process personal information for any reason other than stated within this privacy policy. Should this change, our client's we will be informed by letter or e-mail correspondence.

### **Changes to this privacy policy**

This privacy policy was published on 20/06/2019 and amended on 2<sup>nd</sup> April 2020.

We constantly review our internal privacy practices and may change this policy from time to time. We may periodically update our privacy notice and suggest that client's check our website from time to time to review our latest privacy policy

### **Get in touch**

If you have any questions about this privacy policy or the information we hold about you, please contact us at [info@mylegalclub.co.uk](mailto:info@mylegalclub.co.uk)

### **Alternative formats**

If it would be helpful to have this notice provided in another format (for example: in another language, audio, braille) please contact us (see 'Get in touch' above).

### **Link to third-party sites**

MLC may provide links to third-party websites or information as a service to our users. If you use these links, you will leave the Sites. Such links do not constitute or imply an endorsement, sponsorship, or recommendation by MLC of the third party, the third- party website, or the information contained therein, and MLC shall not be responsible or liable for your use thereof. Such use shall be subject to the terms of use and privacy policies applicable to those sites.

**M) Notice of the Right to Cancel**

If you wish to cancel during the free trial period please email us at [info@mylegalclub.co.uk](mailto:info@mylegalclub.co.uk) or [support@onlinediscountclub.co.uk](mailto:support@onlinediscountclub.co.uk)

The paid monthly membership will trigger automatically upon the expiry of the free trial period. This free trial period is different depending on whether you signed up for a monthly, or annual, subscription trial. Further details can be located within the terms and conditions agreed and provided to you during the sign-up process for the free trial period.

To cancel please confirm your name, email, address and date of birth and:

- Email us at [info@mylegalclub.co.uk](mailto:info@mylegalclub.co.uk) and/or [support@onlinediscountclub.co.uk](mailto:support@onlinediscountclub.co.uk) or:
- Write to us at My Legal Club 1st Floor 20 Chapel Street Liverpool L3 9AG or:
- Complete our cancellation form [www.mylegalclub.co.uk/cancellation](http://www.mylegalclub.co.uk/cancellation)

Only complete sign and return this notice of cancellation form below if you wish to cancel the agreement

This only applies if you agree the Terms of Business:

- (i) At your home, workplace or at someone else’s home; or
- (ii) At our offices but following a visit by us (or by someone acting on our behalf) to your home, workplace or someone else’s home; or
- (iii) At our offices but following a meeting between us away from our offices.

You have the right to cancel this contract, without reason, if you wish and can do so by delivering, sending (including electronic mail) a cancellation notice to the person mentioned below at any time within 14 days starting with the day of receipt of this Notice.

The person to whom a cancellation notice may be given is Head of Complaints at My Legal Club Limited at 1st Floor 20 Chapel Street Liverpool L3 9AG or via email [info@mylegalclub.co.uk](mailto:info@mylegalclub.co.uk)

Notice of cancellation is deemed to be served as soon as it is posted or sent to us.

You can use the cancellation form provided below if you wish.

Signed on behalf of My Legal Club Limited .....

Dated: .....

If you wish to cancel the contract, you can do so via phone, email, post or in person. You may use this form if you want to, but you do not have to.

.....

(Complete, detach and return this form ONLY IF YOU WISH TO CANCEL THE CONTRACT)

Director of My Legal Club Limited  
at 1st Floor 20 Chapel Street Liverpool L3 9AG

I hereby give notice that I wish to cancel my Agreement with your Business.

Signed: .....  
 Name (please print): .....  
 Address: .....  
 Date: .....