

# The Online Feel-Good Collective Subscription Terms & Conditions

This agreement is in connection with a purchase or renewal of a subscription between you ("you" or "your") and Macmillan Cancer Support Trading Limited ("Macmillan", , "we", "us", or "our"). We are a company registered in England and Wales (no: 2779446), registered VAT 668265007, registered office: 89 Albert Embankment, London SE1 7UQ. We are a wholly owned subsidiary company of Macmillan Cancer Support, to which we give all of our profits.

It consists of the terms and conditions below, as well the offer details for your purchase or renewal subscription (together, the "Agreement"). The Agreement is effective on the date we provide you with confirmation of your subscription or the date on which your subscription is renewed, as applicable.

## 1. Signup, Renewals and Cancellations

By signing up to The Feel-Good Collective Premium Service (the "Service"), you are committing to ongoing regular payments to Macmillan, on a monthly basis. You will get access to the premium content after successful payment.

When you purchase a subscription, it is on a continuous basis, meaning it will automatically renew, without notification, each month, until either you or Macmillan cancels it, or Macmillan discontinues the Service with or without notice.

You may choose not to renew your monthly subscription in two ways: (i) by emailing us at [fundraising@macmillan.org.uk](mailto:fundraising@macmillan.org.uk) at least 3 working days before your current subscription is due to expire, making it clear you wish to cancel your subscription, or (ii) by creating an account (using the link in the confirmation email from the Macmillan Cancer Support Shop) and going to 'see my subscription' and clicking on 'cancel', at least one day before your current subscription is due to expire. Your subscription will then automatically expire on what would otherwise have been the next renewal/payment date.

If you are a consumer, you have a legal right to cancel your subscription for any reason in the 14 day period after the date your subscription first starts, by emailing us at [fundraising@macmillan.org.uk](mailto:fundraising@macmillan.org.uk) making it clear you wish to cancel your subscription. However, as you have access to the Service from the date your subscription starts, by signing up to the Service you agree that you will be charged for the period of your monthly subscription period up to the date of cancellation, and that you will only receive a refund for the remainder of the month.

Subject to any statutory right to cancel that you may have, we cannot provide refunds for subscriptions that have not been cancelled in accordance with this section.

## 2. Use of the Online Service

### 2.1 Right of Use

We grant you the right to access and use the Service included with your subscription, as further described in this Agreement. We reserve all other rights. You must be 18 years or over and be living in the United Kingdom to receive the Service.

## 2.2 Acceptable Use

You may use the materials provided through the Service only in accordance with this Agreement. You may not rent, lease, lend, resell, transfer, or host the Service, or any portion thereof, to or for third parties and you may not allow multiple users to directly or indirectly access any of the Service that is made available to you on a per-user basis. You may not reverse engineer, decompile, disassemble, or work around technical limitations in the materials or Service, except to the extent applicable law permits it despite these limitations. You may not disable, tamper with, or otherwise attempt to circumvent any billing mechanism that are in place.

## 2.3 End User

You control access as the end user, and you are responsible for your use of the Service in accordance with this Agreement.

## 2.4 Privacy and Data Protection

Your privacy online is important to us and we want you to understand what, if any, information we collect and how it is used. For more information please see our [Privacy policy](#) and [How we use cookies](#) page.

## 2.5 Responsibility for your account

You are responsible for maintaining the confidentiality of any non-public authentication credentials associated with your use of the Service. You must promptly notify our customer support team about any possible misuse of your account or authentication credentials or any security incident related to the Service.

## 2.6 The Service

We make the Service available and provide it to you on an "as-is," "with all faults," and "as-available," and excluded from all limited warranties provided in this Agreement. Either whole or parts of the Service may not be covered by customer support. We may at our complete discretion change or discontinue either whole or part of the Service at any time with or without notice. We shall not be liable to you or to any third-party for any

modification, price change, suspension or discontinuance of the Service in whole or part.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion may be unlawful, offensive, threatening, libellous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or this Agreement. We may, from time to time, restrict access to certain features, parts, or content of the Service and Website or the entire Service or Website to users who have subscribed with us.

## **2.7 Use of third party software to use the Service**

To enable optimal access to and use of the Service and/or parts of it, you may need to install and use third party software in connection with your use of the Service.

Macmillan are not liable in any way to you and/or any third party whose software you may choose to use to access and/or use the Service and/or any products within the Service. You indemnify Macmillan against any and all potential and real claims of any third party that arises from your use of their software in connection with the Service.

## **3. Payments and Account Details**

### **3.1 Service**

By signing up or renewing a subscription, you agree to the offer details for that subscription. Unless otherwise specified in those offer details, the Service is offered on an "as available" basis.

### **3.2 Fees**

You will be charged £12.99 a month for the Service. Your payment will be taken on the same date each month as the date you signed up.

Prices for the Service are subject to change. All changes in pricing will be notified to you before any changes are made to your regular payment.

### **3.3 Taxes**

The fees quoted in 3.2 (above) are inclusive of any taxes including and not limited to VAT. Should there be any changes in taxes Macmillan reserve the right to amend the fees stated in 3.2 above to accommodate for the change in the taxes.

## 3.4 Account Details

You agree to provide current, complete and accurate account information for all payments set up. You agree to promptly update your account and other information, including your email address and card details, so that we can complete your payments and contact you as needed.

You can change your payment and contact details by either (i) contacting us on [fundraising@macmillan.org.uk](mailto:fundraising@macmillan.org.uk). or (ii) creating an account (using the link on the confirmation email sent to you) and amending your payment details there. Any amendment to the payment details must be actioned at last 2 working days before your due payment date, otherwise the original payment may still be processed.

## 4. Term, Termination and Suspension

### 4.1 Agreement Term and Termination

This agreement will remain in effect until the expiration, termination, or renewal of your subscription, whichever is earliest.

### 4.2 Subscription Termination

For details of how to cancel, please see section 1.

Macmillan reserve the right at any time to modify or discontinue the subscription (or any part or content thereof). Without affecting your statutory rights, we shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the subscription in whole or part.

### 4.3 Suspension

We may suspend your use of the Service if: (1) it is reasonably needed to prevent unauthorised access to your Data; (2) you fail to respond to a claim of alleged infringement within a reasonable time; (3) you do not pay amounts due under this Agreement; and (4) you do not abide by any applicable policy or you violate other terms of this Agreement.

## 5. Intellectual Property Rights

All rights, title and interest in and to the Service and content contained within (together with all Intellectual Property Rights therein) shall belong to Macmillan and its licensors. Except as expressly stated in this Agreement, this Agreement does not grant you any licences or rights to or in the Services and/or its content. Save to the extent that such

acts may not be prohibited by law, you shall not and shall ensure not to directly or indirectly, reverse engineer, decompile or disassemble any part of the Service or otherwise attempt to derive source code or other trade secrets from it.

All right, title and interest in and to all Intellectual Property Rights owned or licensed by Macmillan outside of this Agreement (including, for the avoidance of doubt, any Intellectual Property Rights in Macmillan Data) shall remain the sole and exclusive property of Macmillan.

We will defend you against any claims made by an unaffiliated third party that a Service infringes that third party's patent, copyright or trademark or makes unlawful use of its trade secret.

You will indemnify and defend us against any and all claims made by an unaffiliated third party that arises from your violation of the Services that results in a third party claim relating to Intellectual Property Rights and any violation of the Macmillan applicable policies.

## **6. Warranties**

### **6.1 Limited Warranties**

We make the Service available and provide it to you on an "as-is," "with all faults," and "as-available," and excluded from all limited warranties provided in this Agreement.

Any implied warranties, guarantees or conditions not able to be disclaimed as a matter of law will last one month from the start of the limited warranty.

This limited warranty does not cover or apply to: (i) problems caused by accident, abuse or use of the Service in a manner inconsistent with this agreement or our published documentation or guidance or resulting from events beyond our reasonable control; (ii) problems caused by a failure to meet minimum system requirements; and (iii) special offers, promotions, limited offerings.

### **6.2 Limited Warranties Disclaimer**

In no event will either party be liable for loss of revenue or loss of anticipated savings (in either case whether direct or indirect), indirect, incidental, special, punitive, or consequential damages, loss of use, loss of business information, or interruption of business, however caused or on any theory of liability.

Other than the aforementioned warranty in 6.1 above, we provide no warranties, whether express, implied, statutory, or otherwise, including warranties of merchantability or fitness for a particular purpose. These disclaimers will apply except to the extent applicable law does not permit them to.

## **7. Liability**

### **7.1 Limited Liability**

We only supply the Services for domestic and private use. You agree not to access or use the Services for any commercial, business or re-sale purposes, and you acknowledge that we have no liability to you for any loss of profit, loss of business, loss of data, business interruption, or loss of business opportunity.

Subject to clauses 7.2, 7.3 and 7.4, below, the aggregate liability of Macmillan for all claims under this Agreement is limited to direct damages up to the amount paid under this agreement for the Service during the 12 months before the cause of action arose; provided, that in no event will Macmillan's aggregate liability for any Service exceed the amount paid for that Service during the subscription.

### **7.2 Exclusions**

In no event will either party be liable for loss of revenue or loss of anticipated savings (in either case whether direct or indirect), indirect, incidental, special, punitive, or consequential damages, loss of use, loss of business information, or interruption of business, however caused or on any theory of liability.

### **7.3 Exceptions**

The limits of liability in this Clause apply to the fullest extent permitted by applicable law, but do not apply to breaches and violation of the other's intellectual property rights.

### **7.4 Unlimited Liability**

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, for fraud or fraudulent misrepresentation, for breach of your legal rights in relation to the products, and for defective products under the Consumer Protection Act 1987.

## **8. Notice**

Notice in writing to Macmillan will be considered delivered on the date received at the address, date shown on the return receipt, email transmission date, or date on the courier or fax confirmation of delivery. All written notice should be sent to:

[fundraising@macmillan.org.uk](mailto:fundraising@macmillan.org.uk)

All notice of change to the Service will be given through the contact details supplied by you when signing up for the Service or as updated and communicated by you to Macmillan. MCS is not liable or responsible for your failure to notify us that the details you have provide are incorrect or you have failed to provide updated contact details.

## 9. Miscellaneous

**Force Majeure:** Neither party will be liable for any failure in performance due to causes beyond that party's reasonable control (such as fire, explosion, power blackout, earthquake, flood, severe storms, strike, embargo, epidemic, pandemic, labour disputes, acts of civil or military authority, war, terrorism (including cyber terrorism), acts of God, acts or omissions of Internet traffic carriers, actions or omissions of regulatory or governmental bodies (including the passage of laws or regulations or other acts of government that impact the delivery of the Services)). This Clause will not, however, apply to your payment obligations under this Agreement.

**License Transfers and Assignment:** You may not assign this Agreement either in whole or in part or transfer licenses without the written consent of Macmillan.

**Severability:** If any Clause or part of this Agreement is held unenforceable, Macmillan will amend it to the point it is enforceable and should this not be possible then only those will be unenforceable and the rest remains in full force and effect.

**Waiver:** Failure to enforce any provision of this Agreement will not constitute a waiver. Where a waiver has been granted by Macmillan for a certain Clause or part of this Agreement does not constitute further and waivers for the same Clause or part.

**Amendments:** We reserve the right, at our sole discretion, to update, change or replace any part of this Agreement by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to this Agreement constitutes acceptance of those changes.

**No agency:** This Agreement does not create an agency, partnership, or joint venture.

**Survival:** The terms of this Agreement that by function are activated on termination or expiration; or are to survive termination or expiration will survive termination or expiration of this Agreement. Explicitly Clause 5 and all aspects of Intellectual Property Rights of this Agreement will survive termination or expiration.

**Entire Agreement:** This Agreement constitutes the whole Agreement between you and Macmillan and is not intended to confer any rights on or to any third party. The Contracts (Third Party Rights) Act 1999 (as amended from time to time) hereby does not apply to this Agreement. This Agreement is the entire agreement concerning its subject matter and supersedes any prior or concurrent communications.

**Governing Law and Jurisdiction:** This Agreement is construed and governed in accordance with the laws of England and Wales and the courts of England have exclusive jurisdiction.