



# Consumer Terms and Conditions

## 1. Welcome To The Self Network.

Thank you for downloading Self.

**Before using Self and becoming a Member you need to ensure that you meet the Self age requirement and agree to these terms and conditions (explained in more detail in the "Your use of Self" section below), including any updates, so please read them carefully.**

So, what is Self? "**Self**" consists of the "**App**" (which you have just downloaded) and a "**Network**" across which "**Members**" (you and other users of the App) can share verified information securely. The App gives you access to the Network and lets you verify, share and control the use of the personal data "**Facts**" you store in it. The App lets you use Facts about yourself to make your everyday interactions with people and businesses you trust easier and safer.

As well as using Self to protect your data and your rights to privacy; you can use the App to replace logins, account numbers and other identifying information with third parties who support Self, including businesses and other organisations.

Your Membership is unique to you and the data you store in Self exists only on your phone under your control unless you choose to share it (this includes when you allow the App and data to be backed up to your phone's cloud backup). It is never shared with or visible to us other than with your explicit consent and under your control as set out below.

When you do share data, you determine who it is shared with.

Sharing data through Self is free to you as an individual user; we will however charge businesses and organisations for requesting data from you or for checking your Membership. In the future we may release new features, which may carry a charge, but these will always be optional.

You are contracting with Self Group Limited, a company registered in England with number 11855548 known as the "**Company**" and whose address is at Harwood House, 43 Harwood Road, London SW6 4QP. References to "**we**", "**us**" and "**our**" in these terms and conditions shall be to the Company.

## 2. Your use of Self

These terms and conditions set out the basis upon which we are providing the App and the Network for use by you. They shall be deemed to include any additional terms and conditions referred to herein or provided by us from time to time. For the purposes of these terms and conditions, references to Self and/or the App and/or the Network shall also be deemed to



include reference to services and documentation provided by us through the App and/or the Network.

By using the App and becoming a Member of Self, you agree that you meet the Self age requirement (as outlined below) and agree to these terms and conditions as updated from time to time so please read them carefully first. We may need to change these terms and conditions (including any additional terms and conditions referred to herein or provided by us) from time to time. We will notify you of any such changes in the App in which case please check these terms and conditions to ensure that you understand the terms and conditions that apply at that time. If you do not agree to the notified changes you will not be permitted to continue to use the App.

Self is currently only intended for people who can legally consent to their data being processed. Typically this means being over the age of 13. By agreeing to these terms and conditions you are promising to us that you have the ability to consent by yourself to our processing of your data. If the age of consent for data processing under the local law that applies to you means that you cannot consent then you should not use the App or join Self.

These Consumer terms and conditions apply to the use of Self by individual users for personal purposes only. If you want to use Self as a business or other organisation you will need to set up a business account and agree to our commercial terms and conditions.

### 3. Joining Self

Once you have installed the App it will take you through becoming a Self Member. You will be asked to capture some data from your passport using the App, and provide some information we can confirm like a phone number and email address to enable you to find people you know in Self. You also need to accept the app requirements for using features of your phone, including but not limited to: the camera (for biometrics), the microphone (for calling), notifications (so you get important messages, or know when someone contacts you), Contacts (so the App can help you find people you know in Self), Backup (so you don't lose your Self account if your phone is lost or damaged).

The App needs this access because the App is taking advantage of the uniqueness of the things you do to secure your account. The App is a tool that lets you check yourself, so it needs access to things like your location and notifications to be sure that your account is safe. Please enable any services the App needs in order to function. The App is not and never will be gathering data about you to share with anyone else including the Company. The App is only acting on your behalf. And make sure backup is on. Without a backup you cannot recover an account.

### 4. Using Self

The Network is designed to allow you trusted access to services and systems provided by businesses and organisations who have chosen to support Self as a means of connecting to their customers. It also allows you to create a community of people who you trust with whom you are happy to share information.

Through the Network, Members can be sure you are real, they can be sure you are the right Member and they can be sure of key facts about you, like are you over 18, all without you having to share those facts or reveal who you are.

Your App also allows you to share specific facts about yourself, like your name or date of birth, with people and organisations you are connected to.

The App may not work with all phones; you are responsible for ensuring that you have a phone that works with the App.

We may change our security requirements from time to time. All instructions given in the App, including as regards access to the App and security, also form part of these terms and conditions.

## 5. Using the App to store and verify Data

Once you have joined the Self Network and logged in to the App there will be a tab marked Profile. This is for you to use to store Facts about yourself. Facts you added to Self during sign up will be displayed there and if they have been verified as being true by an authoritative third party they will be marked with a ticked shield.

The Facts only exist in your App (and in any location you choose to back them up to); they are verified bits of personal data which another Member has confirmed are true. You can add Facts to the App and ask Members you are connected to (both organisations and individuals) to verify those Facts are true.

You can add additional Facts about yourself and ask for them to be verified. This might include e-mail or physical addresses, your full name, details of your employer or the details from an official document like a passport or driving licence.

Companies you are connected to can ask to create bespoke Facts in your App which relate to their relationship to you so that they can vouch for information about you which you can then share, or so they can provide better service to you. All Facts stored in your App belong to you and you are then in control of sharing them even if they were created by a third party.

Through the App you can share Facts about yourself with Members you are connected to. Even though you have chosen to be connected to another Member, you should be careful about the Facts that you share and the purpose that you are sharing them for. Your Facts are valuable and you should avoid giving them away without a good reason.

When you share a Fact it is shared with a contract that defines how long the recipient has access to your Fact for. We strongly encourage recipients not to store the Facts they receive through Self. The recipient will normally be limited to using the Fact only once and to destroying their copy of that Fact within a given timeframe, typically when they have completed the purpose. They may also ask to have access repeatedly over a period of time to allow them to complete some work without taking on the risk of storing your personally identifiable data



locally. The App contains a list of the Members you are connected to and the Facts you have shared with each one. The App also lets you check and manage all your sharing.

Once you have shared a Fact with another Member, Self has no control over what they are able to do with that Fact. you should treat all Fact sharing as though the recipient is going to be keeping the Fact forever.

## 6. App Recovery

Self uses your biometric to get you access to your account again if for any reason you lose it. You'll be asked to complete the familiar selfie process once your backup has been located, and then you'll get access to your account again. Currently we cannot support cross platform restores or allow you to move a Self account between iOS and Android devices.

## 7. Biometrics and PIN

You can choose to access the App using a device biometric check like a fingerprint or face scan. If you choose to enable device biometrics you will also be asked to create a 6 digit PIN for accessing the App in emergency. You must make sure no one else has access to your PIN, so it stays safe and private.

## 8. Encryption and Data Backup

All data stored in your App will be encrypted on your mobile in the App. Any data being shared is encrypted end-to-end. Backups of your data and Membership details will be stored encrypted in the cloud drive nominated by you during the joining process. It is your responsibility to keep your phone, login details and recovery details safe, and to prevent others from having unauthorised access to your Membership details.

## 9. It is all about data privacy

Your data belongs to you. We believe it is safer for people and better for businesses for you to control your data. Self enables you to allow others to use your personal data only for specific reasons and you remain in control of that.

Current Regulations, such as GDPR are a good start, but we think they don't go far enough. No company needs to keep your data, especially if they use Self.

We believe in only holding data we have to hold\*, and being clear as to the specific purpose of holding that data. Our privacy policy governs what personal information of yours we hold, why we hold it and how we use it. It forms part of these terms and conditions so please read it at <https://www.joinself.com/app-privacy-policy>

*\*We would hold no personal data at all if we could get away with it.*

## 10. Your obligations when using Self

You agree to ensure that any and all information and material which you share through the App is accurate (where it states facts); is genuinely held (where it states opinions) and complies with the law applicable in England and Wales and in any country from which it is posted.

You must consider very carefully before sharing any information or material with a third party through the App. You acknowledge that we have no control over what the third party may do with any such information or material and accordingly we accept no liability for the use of your information by any third party. Members who misuse data they have had shared with them in good faith may be sanctioned which might include financial penalties or Membership termination.

You must not and agree not to:

- use the App in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms and conditions, or act fraudulently or maliciously or in a way likely to deceive any person;
- use forged or improperly obtained documentation;
- impersonate any person, or misrepresent your identity or affiliation with any person;
- give the impression that the information or material emanates from any person other than yourself, if this is not the case;
- infringe our intellectual property rights or those of any third party in relation to your use of the App, including by the submission of any information or material (to the extent that such use is not licensed by these terms);
- transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App;
- use the App in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users;
- collect or harvest any information or data from the App or our systems or attempt to decipher any transmissions to or from the servers running the App;
- except in the course of permitted sharing as envisaged by the normal use of the App: rent, lease, sub-license, loan, provide, or otherwise make available, the App in any form, in whole or in part to any person without prior written consent from us;
- copy the App, except as part of the normal use of the App or where it is necessary for the purpose of back-up or operational security;
- translate, merge, adapt, vary, alter or modify, the whole or any part of the App, nor permit the App to be combined with, or become incorporated in, any other programs, except as necessary to use the App on devices as permitted in these terms;
- disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the App or the Services nor attempt to do any such things.

## 11. Accuracy of information and opinions

Self provides a means for Members to share information with other Members. While Self is designed in a way to seek to ensure that information provided by Members is accurate and verifiable, we make no representations or warranties, express or implied, as to its completeness, accuracy, reliability, suitability or availability.

Any opinion given by Self regarding the strength of a Member's account is just an opinion and does not constitute a representation or warranty regarding such Member or the completeness, accuracy, reliability, suitability or availability of any information that he or she provides.

Accordingly, any reliance you place on any information supplied by a Member or any opinion given by Self regarding the Member and/or the strength of his or her account is strictly at your own risk and no liability is accepted by us in respect thereof.

## 12. Intellectual property

We licence you to use the App for your personal use and not (unless you have set up a business account and agreed to our business terms and conditions or unless we have otherwise agreed in writing) for any business purposes.

All intellectual property rights in the App belong to us and the rights in the App are licensed (not sold) to you. You have no intellectual property rights in, or to, the App, the Network, the documentation or the services other than the right to use them in accordance with these terms.

## 13. Updates to the App

From time to time we may automatically update the App to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Alternatively we may ask you to update the App for these reasons. If you choose not to install such updates or if you opt out of automatic updates you may not be able to continue using the App. To get the best out of the App, you should always use the most recent version and download any updates we make available. We will not be responsible for any loss or damage you may suffer by continuing to use an outdated version of the App.

## 14. Service Availability

Self is designed to be reliable and available, and we aim to ensure you are able to access the App at all times, but your use of the App may be interrupted or delayed from time to time by updates to or maintenance of the App or our systems, by failures of third party systems, or by other events outside of our control. As a result we cannot guarantee that Self will always be available. If our provision of the App is interrupted or delayed then we will endeavour to contact you as soon as possible to let you know and we will take steps to minimise the effect of the interruption or delay, but we will not be liable under any circumstances for any loss or damage

arising from a service interruption or delay. We may at our absolute discretion at any time and without telling you first decide to update, change or terminate the App or its availability to you and we shall not be liable to you in respect of any losses you might suffer as a result.

## 15. Our responsibility for loss or damage suffered by you

Save where it is unlawful for us to limit our liability to you and subject to the remaining provisions of this section, our total liability to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with your use of the App or our breach of these terms and conditions shall be limited to an aggregate amount of £10).

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 or for fraud or fraudulent misrepresentation.

We are only responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking these terms and conditions or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time you accepted these terms and conditions, both we and you knew it might happen.

If defective digital content that we have supplied damages a device or digital content belonging to you, we will either repair the damage or pay you compensation. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

We are not liable to you for any business losses. The App is for domestic and private use. If you use the App for any commercial, business or resale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity

We are not liable to you for any loss or damage you may suffer due to the actions of any third parties nor are we liable where any loss or damage you may suffer has been caused by your breach of these terms and conditions. Please also refer to the underlined parts of sections 10, 11, 13 and 14 above and 17 and 18 below.

## 16. If you no longer want a Self Membership

You can delete the App and your account at any time by choosing "delete account" from the Settings menu. Doing so will remove all your data from your phone and from backups. Once your App has been deleted, your account and your data will no longer be available or recoverable.

## 17. Termination & Suspension

You must comply with these terms and conditions. If you fail to do so we may at our absolute discretion suspend or terminate your account and access to the App without responsibility or liability to you.

We may decide to cease providing some or all of the services through the App. We will endeavour to give you reasonable notice through the App of a service change. You will lose the right to use the discontinued service, at a time advised to you, decided at our discretion and without responsibility to you.

## 18. Third party service providers

We work with third parties to deliver our services to you. Because they are essential to our business, your agreement to these terms and conditions includes an agreement to our right to transfer, assign, subcontract or deal in any other manner with our rights and obligations under these terms and conditions. However that will never include exposing your data to them which will always remain under your sole control.

Before using the App to share Facts with any third party service provider, even one working with us, you should check to ensure that they are legitimate. We give no guarantee as to any business or organisation which uses our service. You should also review their terms and conditions and ensure that you comply with any requirements contained in them and agree with them. We have no control over third parties or their services and accept no responsibility for them nor for any loss or damage that may arise from your use of them nor for any refusal by such third parties to provide you with products or services.

## 19. General legal points

We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

You may only transfer your rights or your obligations under these terms to another person if we agree in writing.

This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

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.

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.

These terms are governed by English law and we must each bring legal proceedings in respect of the App (whether contractual or non-contractual) in the English courts.

If you have a complaint regarding the service, please contact us at [support@joinself.zendesk.com](mailto:support@joinself.zendesk.com) and try to resolve it informally. If you are not happy with how we have handled any complaint, you may wish to consider alternative dispute resolution which 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. Disputes may be submitted for online resolution to the European Commission Online Dispute Resolution platform.