

# Terms & conditions

## House rules

When working with WYSPR, there are just a few things to understand:

### Creatives

#### Understand the brand image.

As you have been selected to promote any given brand you are probably familiar with their image, it is important that you fit to this image.

#### Be genuine.

Here at WYSPR we aim for authenticity, pushing too hard a product too hard can often reduce this.

#### Be Natural.

WYSPR should fit in with your established online presence, so don't change for us. integrate your posts to keep you looking like you!

#### Keep it PG

Unless outlined on job instructions, all depictions of swearing/nudity/drug use is strictly prohibited

#### #Ad

It's your duty to make sure all promotions are declared - consult the CMA website or WYSPR training material to make sure you're in line

#### Competitor products

When promoting products, unless specified, keep competitors' products out of the picture.

#### Be creative!

Don't be scared to be creative!

#### Own it.

Your followers love you for a reason, find it and own it!

#### Never shout, Always WYSPR.

Promote what you love, how you love!

## **Brands & Agencies**

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### **Understand the reality**

These are real people! As a result, you get real posts. You might be expecting influencer style content, but it's important that our creatives post how they usually do. This is what makes them authentic and gives you the best engagement.

### **Be Fair**

It's okay to share a Creative's post within Instagram. However, to use the content outside of the platform, in any marketing manner, can only be done by purchasing the content.

### **Be aware**

We work on estimates of engagement and there is a variability in this. We cannot guarantee that we will reach this goal, however, this is our main priority and we are willing to sacrifice profitability to achieve this.

### **Have patience**

Authentic campaigns don't happen overnight! Feel free to check Instagram to see how it's going but we can't give comprehensive updates until the campaign ends. We produce our in-depth report when we have all our data back, and from this we can provide a comprehensive breakdown of what it all means.

### **Know the law**

Please understand that there are some products that we can't promote and others that require we work within strict advertising guidelines. For more information, please see our Codes of Conduct.

# Our codes of conduct

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At WYSPR, we aim to set the bar for responsible & ethical marketing best practice. To set and uphold these standards, we follow strict guidelines derived from our own outlook and that of the law. We expect our Brands & Agencies and Creatives to respect these Codes of Conduct when using our service.

## 1. Tobacco and eCigarette-related campaigns

- Advertising legislation in the UK and much of the EU and USA prohibits almost every form of e-cigarette and tobacco marketing to the public, and as such tobacco related campaigns are not allowed at WYSPR. Please see the ASA's Electronic cigarettes guidelines ([https://www.asa.org.uk/type/non\\_broadcast/code\\_section/22.html](https://www.asa.org.uk/type/non_broadcast/code_section/22.html)) for more information.

## 2. Alcohol-related campaigns

- We don't ask our Creatives to:
  - Promote heavy consumption of alcohol.
  - Promote rapid consumption of alcohol.
  - Promote alcohol as a necessity of fun.
  - Promote an alcoholic beverages strength as a factor in its choosing.
  - Promote the consumption of an alcoholic beverage before or during any activity that requires a high degree of alertness or physical coordination (such as, but not limited to, swimming or driving).

## 3. Health, beauty, and Pharmaceutical related campaigns

- We promote and require authentic personal endorsement of products, and never ask our Creatives to:
  - Use quantifiable claims (i.e. four shades or visible) as they require disclaimers.
  - Make time claims (e.g. "My eye immediately felt great").
  - Make medical claims (i.e. the product cures an eye condition).
  - Promote rapid weight loss.
  - Promote or mention prescription-only/non-prescription drugs, medicines, or medication.
  - Make references to competitor medical companies.

## 4. Gaming and wagering-related campaigns

- We always ask our Creatives to encourage responsible gaming. We don't ask them to:
  - Promote free or bonus bets.
  - Portray, condone, or encourage excessive wagering activities or wagering as a part of alcohol consumption.
  - State or imply a promise of winning.

# Terms and Conditions of use

## Introduction

WYSPR LIMITED ("WYSPR") invites you to use our website (<http://www.wyspr.co.uk>), our downloadable mobile application (the "App") for IOS, and any additional websites operated and owned by its Affiliates (each a "Website").

The terms and conditions ("Terms") that follow govern your access and use of the Website and App (as applicable). These Terms also apply to all ancillary services provided via the Website and App, including (but not limited to), the commerce services, payment gateways, API's applications, ads, SMS, and e-mail notifications (collectively: the "Ancillary Services").

These terms and conditions apply between you, the User of the Website, App & Ancillary Services (including any sub-domains, unless expressly excluded by their own terms and conditions), and WYSPR, the owner and operator of the Website, App & Ancillary Services. Please read these terms and conditions carefully, as they affect your legal rights. Your agreement to comply with and be bound by these terms and conditions, which may be updated from time to time in accordance with Section 20, is deemed to occur upon your first use of the Website, App & Ancillary Services. If you do not agree to be bound by these terms and conditions, you should stop using the Website, App & Ancillary Services immediately.

In these terms and conditions, **User** or **Users** means any third party that accesses the Website, App & Ancillary Services and is not either (i) employed by WYSPR and acting in the course of their employment or (ii) engaged as a consultant or otherwise providing services to WYSPR and accessing the Website, App & Ancillary Services in connection with the provision of such services. By accessing the Website, App & Ancillary Services on the behalf of a legal entity which is not a natural person (whether operating without registration or registered), you are hereby informed that that legal entity shall be deemed to have accepted the Terms.

You must be at least 18 years of age to use this the Website, App & Ancillary Services. By using the Website, App & Ancillary Services and agreeing to these terms and conditions, you represent and warrant that you are at least 18 years of age.

Subject to your agreement to be bound without any reservation and in full by the Terms, you may:

- use the Website;
- use the App; and
- use the Ancillary Services.

## Intellectual property and acceptable use

1. All Content included on the Website, App & Ancillary Services, unless manually uploaded by Users, is the property of WYSPR, our affiliates or other relevant third parties. In these terms and conditions, Content means any text, graphics, images, audio, video, software, data compilations, page layout, underlying code and software and any other form of information capable of being stored in a computer that appears on or forms part of this the Website, App & Ancillary Services, including any such content manually uploaded by Users. By continuing to use the Website, App & Ancillary Services you acknowledge that such Content is protected by copyright, trademarks, database rights and other intellectual property rights. Nothing on this site shall be construed as

granting, by implication, estoppel, or otherwise, any license or right to use any trademark, logo or service mark displayed on the site without the owner's prior written permission

2. You may, for your own personal, non-commercial use only, do the following:
  - a. retrieve, display and view the Content on a computer screen
3. You must not otherwise reproduce, modify, copy, distribute or use for commercial purposes any Content without the written permission of WYSPR.

### **Prohibited use**

4. You may not use the Website, App & Ancillary Services for any of the following purposes:
  - a. in any way which causes, or may cause, damage to the Website, App & Ancillary Services or interferes with any other person's use or enjoyment of the Website, App & Ancillary Services;
  - b. in any way which is harmful, unlawful, illegal, abusive, harassing, threatening or otherwise objectionable or in breach of any applicable law, regulation, governmental order;
  - c. making, transmitting or storing electronic copies of Content protected by copyright without the permission of the owner;
5. You may not use the Website, App & Ancillary Services if you:
  - a. have not reached the age of 18 years;
  - b. are barred or restricted to do so under the applicable law of the jurisdiction in which you are bound by;
  - c. are acting on behalf of a government, organization, company, or any other legal entity, without authorisation to do so;
  - d. are not fully and legally capable to use the Website, App and/or Ancillary Services.
6. If any one or more of the above restrictions in Section 4 and/or 5 apply to you, you are instructed cease using the App, Website and the Ancillary Services immediately.

### **Links to other The Website, App & Ancillary Services**

7. This Website, App & Ancillary Services may contain links to other sites. Unless expressly stated, these sites are not under the control of WYSPR or that of our affiliates.
8. We assume no responsibility for the content of such Website, App & Ancillary Services and disclaim liability for any and all forms of loss or damage arising out of the use of them.
9. The inclusion of a link to another site on this Website, App & Ancillary Services does not imply any endorsement of the sites themselves or of those in control of them.

### **Privacy Policy and Cookies Policy**

10. Use of the Website, App & Ancillary Services is also governed by our Privacy Policy and

Cookies Policy, which are incorporated into these terms and conditions by this reference. To view the Privacy Policy and Cookies Policy, please click on the following: [Privacy Policy](#)

## **Availability of the Website, App & Ancillary Services and disclaimers**

11. Any online facilities, tools, services or information that WYSPR makes available through the Website, App & Ancillary Services (the **Service**) is provided "as is" and on an "as available" basis. We give no warranty that the Service will be free of defects and/or faults. To the maximum extent permitted by the law, we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality. WYSPR is under no obligation to update information on the Website, App & Ancillary Services.
12. Whilst WYSPR uses reasonable endeavours to ensure that the Website, App & Ancillary Services is secure and free of errors, viruses and other malware, we give no warranty or guaranty in that regard and all Users take responsibility for their own security, that of their personal details and their computers.
13. WYSPR accepts no liability for any disruption or non-availability of the Website, App & Ancillary Services.
14. WYSPR reserves the right to alter, suspend or discontinue any part (or the whole of) the Website, App & Ancillary Services including, but not limited to, any products and/or services available. These terms and conditions shall continue to apply to any modified version of the Website, App & Ancillary Services unless it is expressly stated otherwise.
15. App registration
  - a. Subject to the Terms, you may register a user account on the App.
  - b. By accessing, installing or using the App, you hereby accept the Terms and assume the rights and obligations regarding the operation and use of the App and any applicable Ancillary Services.
  - c. As part of the registration process on the App, you will need to submit certain information and data as required by WYSPR to undertake its own internal checks. WYSPR is not required to accept your registration until all prompted and required information and data has been supplied to and received by WYSPR.
  - d. WYSPR reserves the right to reject your registration application regardless of whether you provide the required registration information and data or not, and may, at its sole and absolute discretion, refuse to register you and/or any other person or entity on the App.
  - e. By registering on the App, you acknowledge that you will:
    - i. not provide any false personal information or data;
    - ii. not share your password; and
    - iii. keep all of your contact information up-to-date and accurate.

- f. You are solely responsible for keeping your username and password for the App confidential from any third parties.
- g. By registering an account, you agree to and acknowledge that at any time and at its sole discretion, WYSPR may use one or more authentication methods in order to confirm your identity, and may occasionally request additional data or documents from you to insure WYSPR has valid and up to date registrational data and identification documents.
- h. WYSPR reserves the right to temporarily suspend and/or block and/or terminate your account in any circumstance that you:
  - i. have created the account for someone other than yourself;
  - ii. transfer your account to someone else other than yourself
  - iii. either by neglect or knowingly let someone other than yourself access and/or use your user account; and/or
  - iv. infringe the lawful rights of Third Parties.
- i. By creating an account, you agree to and authorise WYSPR to collect and use the information and data from the social media accounts that you connect to your account or are referred to via the Website, App and/or Ancillary Services. With this consent, WYSPR may combine the information and data that is gathered, you submit, upload and/or enter to the Website, App & Ancillary Services with that of other users of the Website, App & Ancillary Services. This consent includes the right for WYSPR to use and maintain your data so that it can provide you with an improved and enhanced product and experience.
- j. In the event that you lose the device that you use to access your account, it has been stolen, or you believe that your account is being used without your permission, we recommend that you immediately notify WYSPR via email at [contact@wyspr.co.uk](mailto:contact@wyspr.co.uk) in order to minimise any potential damage or losses towards your account.
- k. After you or WYSPR close your account, you will no longer have the right to access your account.

### **Limitation of liability**

- 16. Nothing in these terms and conditions will: (a) limit or exclude our or your liability for death or personal injury resulting from our or your negligence, as applicable; (b) limit or exclude our or your liability for fraud or fraudulent misrepresentation; or (c) limit or exclude any of our or your liabilities in any way that is not permitted under applicable law.
- 17. We will not be liable to you in respect of any losses arising out of events beyond our reasonable control.
- 18. To the maximum extent permitted by law, WYSPR accepts no liability for any of the following:
  - a. any business losses, such as loss of profits, income, revenue, anticipated savings, business,

- contracts, goodwill or commercial opportunities;
- b. loss or corruption of any data, database or software;
- c. any special, indirect or consequential loss or damage.

## **General**

19. You may not transfer any of your rights under these terms and conditions to any other person. We may transfer our rights under these terms and conditions where we reasonably believe your rights will not be affected.
20. These terms and conditions may be varied by us from time to time. Such revised terms will apply to the Website, App & Ancillary Services from the date of publication. Users should check the terms and conditions regularly to ensure familiarity with the then current version.
21. These terms and conditions together with the Privacy Policy and Cookies Policy contain the whole agreement between the parties relating to its subject matter and supersede all prior discussions, arrangements or agreements that might have taken place in relation to the terms and conditions.
22. Any signed contract between you, the user, and WYSPR shall supersede all prior discussions, arrangements or agreements that might have taken place.
23. The Contracts (Rights of Third Parties) Act 1999 shall not apply to these terms and conditions and no third party will have any right to enforce or rely on any provision of these terms and conditions.
24. If any court or competent authority finds that any provision of these terms and conditions (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these terms and conditions will not be affected.
25. Unless otherwise agreed, no delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.
26. This Agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.

## **WYSPR LIMITED details**

27. WYSPR LIMITED is a company incorporated in England and Wales with registered number 11488107 whose registered address is Suite 19, North Colchester Business Centre, 340 The Crescent, Colchester, Essex, CO4 9AD and it operates the Website, App & Ancillary Services [www.wyspr.co.uk](http://www.wyspr.co.uk).

You can contact WYSPR LIMITED by email on [contact@wyspr.co.uk](mailto:contact@wyspr.co.uk).