

Deals Service Browser Extension

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Deals Service Terms & Conditions

Part 1: Introduction & relationships

We'd like to start by describing how our relationship works.

Wesleyan Wallet includes technology to connect You to merchants and special offers provided by those merchants. You will enter into a direct relationship with the merchant in relation to any purchase you choose to make, and any matter relating to the fulfilment, payment, returns and refunds is a matter between you and the merchant.

Discounts, and special offers which You may access as the result of signing up to **Wesleyan Wallet** are determined by the relevant merchants and the amounts are therefore outside of the control of Licensee and its technology partners. The merchant's decision is final in relation to the amount of discount distributable to You on any transactions.

Wesleyan Wallet connects you with merchants through our trusted technology and transaction processing partner Kindred Soul Ltd ("Kindred") (<https://kindred.co>). Kindred provides the technology that enables you to receive your discounts from merchants. Kindred Soul Ltd are registered in the United Kingdom at PEM, Salisbury House, Station Road, Cambridge, CB1 2LA. If you want to get in touch with Kindred about the Services or this agreement, email: contact@kindredteam.com.

By using **Wesleyan Wallet**, You are instructing Kindred Soul Ltd to collect data under legitimate interest and contract; data including but not limited to; merchant's

commission amount, time of transaction, website' URL, as you use your browser. See their privacy policy in the second section of this document.

This agreement

1. Your use of Kindred's service and technology, as part of **Wesleyan Wallet**, is governed by these terms, which is a legal agreement between you and Kindred.
2. By accepting these terms, you are using the Kindred service.
3. Kindred may modify these terms to reflect changes in the law and the Service. Kindred will notify you in advance, unless a change is needed immediately for legal reasons.
4. Kindred processes your personal data to provide the Service to you, in accordance with the Kindred Privacy Notice detailed in the second section of this document.

The service

1. Once you have signed up, we will give you access to the Kindred Platform and the features we offer through it. We refer to this as Kindred's Service.
2. Kindred may terminate the service if you are not active for 6 months or longer.
3. Kindred may modify the Service for legal or security reasons, to ensure it functions well, or to enhance its features. Updates will be installed automatically.

Definitions

When we use the term Kindred Platform, we mean Kindred's marketplace where brands place offer codes for their products and services, enabling you to surface deals as you shop on your mobile or desktop device.

Part 2: How the Deals Service works

This section describes the key steps of how the Service works, with important notices relating to your use of it.

1. Register

- a. Create an account on **Wesleyan Wallet** and activate the Kindred browser extension.

2. Browse

- a. As you browse or shop on your device, Kindred will surface search results from its database of offers.
- b. The coupons available to you will be displayed to you by the merchant and are based on Total Transaction Value.
- c. Kindred does not endorse or provide any warranties regarding the products and services advertised by merchants, including as to their quality.

3. Select Deals

- a. Clicking on the offers will connect you directly with the merchant.
- b. You will enter into a direct relationship with the merchant in relation to any purchase and the associated offer. Fulfilment, payment, returns and refunds is a matter between you and the merchant.

4. Buy

- a. Make your discounted purchase on the merchant's site.
- b. The amount of discount is determined by the merchant and therefore outside of Kindred's control. Kindred will distribute the amount actually paid by the merchant even if different to what the merchant displayed.

Definitions

- Coupons means discount codes and similar special offers offered to you by merchants on your purchase (excluding the amount you have donated to a charity).
- Total Transaction Value is the total net value (not including applicable taxes such as VAT and sales taxes, delivery fees and any other amounts excluded by the merchant) of any and all sales as per the discount codes the merchant has offered to you via the Service.
- A merchant is a brand or retailer that offers you deals via Kindred.

Part 3: Responsibilities

Below describes Kindred's and your responsibilities in relation to the Services. Responsibilities apply equally to each party.

- **Kindred** will provide you with free of charge access to the Services to enable you to accept offers from merchants using the Kindred Platform.
- **You** must follow the acceptable use terms described in the Do's and Dont's section.
- **Kindred** will use reasonable efforts to make the Kindred Platform available 24 hours a day, seven days a week, except for any periods of unscheduled maintenance.
- **Kindred** will always aim to do any maintenance outside of business hours in the UK (9am-5pm on weekdays, excluding public holidays).
- **Kindred** will keep any personal information received from you confidential and in line with Kindred's obligations under its privacy notice and under relevant law.
- **You** will keep confidential any information you receive from Kindred regarding its business and technology.

Part 4: Do's and dont's

Important rules relating to how you use Kindred's technology

Here are our rules for using the Kindred Platform, which are your legal obligations whenever you use it. Think of it as important things you should and shouldn't do.

They're all common sense. If you break these rules, Kindred has the right to terminate your use of the Kindred Platform immediately.

Do:

- Use the Kindred Platform in an appropriate way, for the purposes for which it is intended.
- Provide complete and accurate information when you register for the Service, and keep it up to date and accurate during the time and you use the Services.
- Respect the time and effort Kindred has taken to invest in its brand and technology, and treat Kindred support staff with respect.

Don't:

- Register to the platform if you are less than 16 years old (or the age of majority in your country of residence if it is higher than 16). By using Kindred, you represent that you are at least 16 years old or over the age of majority in your country.
- Use or exploit the Kindred name and logo or any other Kindred intellectual property other than as permitted. This includes copying, reverse engineering, disassembling or decompiling any part of the Services or the Kindred Platform, and distributing or selling any derivative works.
- Circumvent any security features of the Service, or use any device or software to bypass any code or interfere with the normal working of the Services.
- Carry out any systematic retrieval of data from the Services to create or compile any collection, compilation, database or directory from the information you access on the Kindred Platform. This includes any automated or manual process for monitoring, scraping or extracting data.

Part 5: Other legal things

This section contains statements about our liability to you if things go wrong, and other legal points.

Limitation of liability

Kindred's total liability to you under or in connection with this agreement is limited to one hundred and twenty-five percent (125%) of the total fees paid by you under this agreement. If you have not paid any fees to Kindred under this agreement (which will usually be the case), Kindred's total liability to you will be one hundred pounds (£100). Kindred will not be liable to you for any indirect, incidental, special, consequential, punitive or exemplary damages, arising out of any unavailability of or failure in the Services.

Nothing in this agreement excludes or limits Kindred's liability for death, personal injury or fraud, or any other liability which cannot be limited or excluded by applicable law.

Force majeure

Kindred will not have any liability for any failure to perform obligations under this agreement if such failure is caused by fire, flood, natural disaster, epidemic or government restrictions associated with epidemics, act of God, strike, civil unrest, riot, insurrection, revolution, war, terrorism, law or governmental regulation or other cause or event which is of a magnitude or a type beyond the reasonable control of Kindred.

Our relationship

Your use of the Service does not create any employment, partnership or agency relationship between you and Kindred or between you and any merchants.

Our agreement is only with you

Kindred's agreement with you in relation to the Services is personal to you. It is not intended to confer any rights of enforcement on any third party. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this agreement.

Assignment of rights

You cannot assign, subcontract or otherwise transfer any of your rights or obligations under this agreement. Kindred does have the right to transfer or subcontract its rights and obligations under this agreement, which may be necessary to deliver the Services to you or to change how we organise our business.

Governing law

This agreement and any dispute or claim arising out of it (including non-contractual claims) is governed by the law of England and Wales.

Disputes

The courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim arising out of this agreement.

If you have any questions or suggestions about these terms & conditions, we'd love to hear from you - please email contact@kindredteam.com.

Kindred Privacy Notice

In this privacy notice, we describe how we look after your data, if you are using Kindred or browsing our website. Let's start with a map of what this privacy notice contains.

Part 1: Our approach

This section introduces us, the role we play in relation to your data, and our approach to protecting your data.

Who are we?

We are Kindred Soul Limited, a UK limited company, with a registered office at PEM, Salisbury House, Station Rd, Cambridge CB1 2LA

For the purposes of the law, Kindred Soul Limited is a controller (we determine the purposes and means of processing your personal information).

We are registered as a controller at the UK Information Commissioner's Office under number ZA728760. For any queries or requests relating to your data, contact us at privacy@kindredteam.com.

What is this?

Kindred is a browser extension that connects you with offers (such as discount codes) as you shop online, and lets you gift a portion of the offer to charity.

We will collect and use certain data when you use the Kindred browser extension, to deliver the Kindred experience to you.

This policy explains what personal information of yours we collect, how we use it and how we protect it. We will update it from time to time and let you know what we've changed.

Please read this policy carefully so that you understand your rights in relation to your personal data, and how we will collect, use and process your personal data. If you do not agree with how we do this, please do not install the Kindred extension or use this Website any further.

Part 2: What we collect and use

This section describes what data we collect, when and how. We've set this out by way of a typical user journey (though it doesn't necessarily happen in that sequence).

Action	What we collect	How we use it
Making contact	When you contact us via the Website, email, telephone, instant chat or social media, or sign up for our newsletters or alerts, we will collect and store the details you give us.	<ul style="list-style-type: none"> • communicate with you via phone or email • sign you up for our newsletters or alerts • personalise the Website for you <p>Legal basis: legitimate interest</p>
Using the browser extension	Information sent to us by your computer, mobile phone or other device, including: <ul style="list-style-type: none"> • Your IP address • Kindred ID • Click ID • Website URL • device identifier, name, operating system • your browser type and the App pages you access • Identity ID's like Liveramp ID, Criteo ID, Snowflake Id, Utiq ID, • Android ID • Apple IFDa 	<ul style="list-style-type: none"> • administer the service • personalise the service and your experience • provide you with support <p>Legal basis: legitimate interest & contract</p>

Legal basis: what it means

Contract

Processing your data is necessary for a contract you have with us, where you have created an account and are using the Kindred extension.

Legitimate interest

Processing your data is necessary for our (or our service providers') legitimate interests. Legitimate interests include gaining insights from your use of our extension, improving the Kindred experience and enhancing data security. Legitimate interests are only valid if they are not outweighed by your rights and interests.

Part 3: Rights, responsibilities

This section describes our responsibilities and your rights with regard to your data.

Our responsibilities	Your rights
<p><i>Collect appropriately</i> We will collect only information we reasonably require to respond to your requests and deliver and optimise our services and platform.</p>	<p><i>Ask us to stop processing</i> You have the right to ask us to stop processing your personal data, where you do not believe we have a legitimate interest or other legal basis for it. You can also ask us to keep but not actively process your data, if you want us to retain your data for the purposes of a legal claim. You will not be able to claim cash back after you ask us to stop processing (or to delete) your data.</p>
<p><i>Market with your consent</i> We will only send you marketing emails and updates if you have asked us, e.g. by signing up to a newsletter.</p>	<p><i>You can always opt out</i> You can opt out of any marketing at any time by emailing us at privacy@kindredteam.com or by clicking the opt-out or unsubscribe button found in the footer of promotional emails.</p>
<p><i>Secure your data</i> We will do our best to keep your data safe and secure. We will take appropriate technical and organisational measures to safeguard the personal data we have received from you, against loss, theft and unauthorised use, access or modification.</p>	<p><i>Right to correct</i> You can ask us to correct, complete or delete your data. To protect your privacy and the privacy of others, we may ask for evidence of your identity.</p>
<p><i>Not to keep your data forever</i> We will retain your information (contact details, account data, location data and usage data) for 36 months after you are last active on the Extension.</p>	<p><i>Right to be forgotten</i> You can ask us to erase all personal data we hold about you, if it's no longer required for using and accessing the Kindred extension. Please email privacy@kindredteam.com. Please note that in some cases we may be required by law to retain your personal data.</p>
<p><i>Give you access to your data</i> You can ask us at any time to tell you what information of yours we have (and get a copy), how we process it and who we share it with. We will action it within 30 days and we won't charge you. We will not disclose information if it adversely affects the rights and freedoms of others (e.g. their confidentiality or intellectual property rights).</p>	<p><i>Market with your consent</i> Please contact us at privacy@kindredteam.com if you are not happy with how we process your data. You also have the right to complain to the Information Commissioner's Office or the data protection supervisory authority in the EU country in which you live or work if you think we have breached data protection laws.</p>

Data in transit

While we do our best to protect your data, we cannot guarantee the security of information you submit via email or the Website, as it is transmitted through networks outside of our control.

Third party sites

We host links to the websites of third parties (the brands and merchants that we're connecting you with). They have their own privacy policies which we do not control. Please check their policies before you submit any information to those websites.

Part 4: Other processors

This section lists our service providers and other entities, who may have access to your data when you use the Kindred extension.

As with most technology businesses, we use third parties to host our technology and manage certain processes and business operations. This means sharing your data. We do it only when strictly necessary and make sure there are safeguards in place. If it requires transferring data outside of the UK or Europe, we make sure that it's done under available lawful mechanisms.

Provider	Where	Purpose and use	More details
Azure	EU	Cloud storage provider which stores the Kindred data you provide and provides disaster recovery	https://azure.microsoft.com/en-us/overview/trusted-cloud/privacy/

Other disclosures

We will share your information with law enforcement agencies, public authorities and other organisations if legally required to do so, or if it's reasonably necessary to comply with the law, investigate and enforce any breaches of our terms of use, detect and prevent fraud or security breaches, reduce our credit risk exposure, and protect the rights and safety of Kindred and our users. If we sell our business, we may need to disclose your data to the prospective buyer, and your data will form part of the assets transferred to the buyer on completion of the sale.

We'd love you to be comfortable with how we collect and use your data. If you have any questions or suggestions, please email contact@kindredteam.com.