

# Terms of Use

Yayem Ltd, a company registered in England & Wales under registration number 13104799, at Kemp House 152-160 City Road, London, EC1V 2NX, United Kingdom, VAT GB 378029570, ("**Yayem**", "**we**" or "**us**") is pleased to welcome you as a User on the User's mobile application and/or website (together with any iPhone®, Android® or other mobile application of such website, "**Yayem's App and/or Website**").

Yayem is a digital membership service that unlocks access to people, experiences and spaces in our favourite cities, making the world feel limitless and like home.

By accepting these General Terms of Use ("**Terms**") you agree to be bound by these Terms, which apply to all spaces, experiences, activities, goods and services you use via Yayem, unless otherwise communicated or agreed upon by Yayem. You also agree to comply with Yayem policies and guidelines applicable to the Yayem platform.

## 1. MOBILE APPLICATION AND/OR WEBSITE

Yayem's App and/or Website is made available to you, the user, member or customer ("you" or "your" being interpreted accordingly) subject to these Terms. Yayem's app and/or website is operated by Yayem.

### a. Content on the Yayem's app and/or website

Your use of Yayem's app and/or website and its contents including, without limit, any text, data, logos, graphics, photographs, images, animations, software, apps, videos, music and other audio/visual materials that you access ("Content") is subject to these Terms. Any Content that you access on Yayem's app and/or website is either owned by us (or third parties who license such Content to us) and is made available only for your own personal use on the condition that you must not republish, post, transmit, edit, adapt, syndicate or distribute any Content without our prior written permission.

You cannot link to or seek to extract data from Yayem's app and/or website or reutilise any part of Yayem's app and/or website or Content for any commercial purpose or use our trademarks in a way that suggests that you or your business has any endorsement from or affiliation to us without our prior written permission. This will be subject to our sole discretion.

**b. Use of the Yayem' app and/or website**

You must only use Yayem's app and/or website for legal purposes in accordance with these Terms. You are prohibited from using our app and/or website to engage in any fraudulent activity or in a manner that is liable to damage our business or harm other users. Your use of our app and/or website is subject to any other policies or guidelines that we may communicate to you from time to time.

You also undertake that any personal data and other information you may provide to us when registering or signing up for any services on our app and/or website is complete, accurate and up to date. In relation to any material you submit to us or post, you undertake to us that either you own this material or have the necessary rights, clearances and or approvals you need to submit or post such material.

You agree to compensate us in relation to any third party legal actions or claims that are made against us and for any associated losses, damages or expenses (including any legal expenses) that we suffer as a result of you breaching your obligations or undertakings in this Section.

## **2. MEMBERSHIP**

**a. Application**

You must complete and submit your application for membership via our mobile application or website. The Membership Committee meets weekly and admits new members (collectively, "Members", each a "Member") to its community. The Membership Committee shall have sole discretion as to who shall become a Member of Yayem. You are free to withdraw your application at any time. You can do so by contacting us at [membership@yayem.co](mailto:membership@yayem.co). If your membership application is accepted, we will confirm this by sending you a welcome email. Your membership will commence on the date the welcome email is sent.

**b. Duration and Renewal**

Membership is for a minimum period of 12 months and renewable thereafter on a yearly basis. Membership status may be reviewed by our Membership Committee periodically. Decisions of the Membership Committee are final and without appeal.

**c. Payment**

Upon approval of your membership, your non-refundable joining fee and subsequent membership fees become payable immediately. By providing us with your payment details, you accept and consent to being charged with membership fees in the form requested by Yayem upon your application being approved.

We provide Members with the option to subscribe to additional membership tiers, monthly, quarterly or annually. We reserve our right to withdraw those offers at any point in time.

We fully reserve our right to modify our membership fees at any time and we will notify you in advance if there are to be any changes to the amount, date or frequency of the payment of your membership fees.

Failure to pay the annual subscription (or any installment thereof) within one week of the due date will result in the Member not being admitted and the membership being suspended.

The same rules are applicable upon the renewal of your membership and for each renewal.

d. **Database**

We need to have your up-to-date details in our membership database. We reserve our right to ask you for additional information in the future. If you don't want to provide us with this information, you are free to terminate your membership but all outstanding fees and bills will remain payable.

By becoming a Member of Yayem, you agree that we can hold your personal details to use in connection with your membership. If your contact or payment details change, please let us know via your account page.

e. **Referrals**

Members can refer applicants to join Yayem. To refer a Member, use the Refer feature in our mobile application.

f. **Pause**

Whilst our annual global membership cannot be paused, members may pause their premium membership tier for a maximum period of 3 months per year, during which no premium fees are due and use of Yayem services reverts to those offered to standard members. Failure to unpause premium membership within the acceptable period results in premium membership cancellation, as provided in g. below.

g. **Cancellation**

If you choose to cancel your monthly, quarterly or annual membership partway, you will not be entitled to any refund and you will remain responsible to pay for any outstanding Membership fees and bills.

Refunds will only be granted exceptionally, in limited circumstances, and at the entire discretion of our membership committee.

### **3. SPACES, EQUIPMENT AND FACILITIES**

#### **a. Use of the spaces, equipment and facilities**

Use of any of the equipment, areas or facilities made available to you at the spaces is entirely at their risk. You must not use any equipment, or undertake any activity at the spaces unless you are competent to do so safely and properly.

When using any equipment and facilities made available at the spaces, you must take care to safeguard your own health and safety and that of other people. You will be solely responsible for any loss or injury that you cause to yourself, other persons, or to the equipment or facilities through your unsafe or improper use of the equipment or facilities. This includes your use of them while under the influence of alcohol or medication, or your failure to advise staff of a medical condition relevant to your use of the equipment or facilities.

#### **b. Accidents and injuries**

We want all Members and their Guest(s)s to relax and enjoy the activities and facilities safely. Please be aware that some parts of the spaces can be hazardous. Members and their Guest(s)s agree to observe our Community Rules and any signs published or displayed at the spaces at any time; to only swim in designated areas, and to take reasonable precautions when walking around the spaces or using the facilities.

If a Member or Guest(s) has an accident or suffers an injury at, or in the vicinity of, the space, please report this as soon as possible to a member of staff and, in any event, within 24 hours of the incident. As well as wanting to check on a Member or Guest(s)'s wellbeing, this information is needed in order to help us comply with our health and safety obligations and for insurance purposes.

#### **c. Private hire and maintenance**

We may at times close all or part of the spaces to Members and their Guest(s)s for private events or for maintenance, repair, redecoration work or other reasons.

When we close part of the spaces for private events, we ask you to respect the privacy of all private events occurring in the space and to refrain from communicating any information about the event to any third parties.

Where all or part of the spaces is closed for maintenance, repair or redecoration work, or where we need to withdraw facilities or services because we consider that they may pose a risk to the health or safety of our Members, Guest(s)s or staff, or that they are detrimental to the business, we will do our best efforts to make sure that ensure that these are reinstated as soon as practicable.

## **4. BILLS**

All bills must be settled in full before leaving the spaces. There are no credit facilities. Members are responsible for their Guest(s)'s' bills; if they are not paid, Members may face suspension.

## **5. LIABILITY**

All items brought into our spaces are brought and left entirely at the risk of a Member or Guest(s). Yayem, its employees or agents shall not be liable to any Member or Guest(s) for any loss, damage or injury suffered by them or their property howsoever caused, save in respect of death or personal injury to a Member or Guest(s) to the extent caused by the negligence of Yayem, and/or its employees and/or agents. This does affect any mandatory rights a Member or Guest(s) may have under local law that we cannot legally restrict or exclude.

## **6. PRIVACY**

We will use the personal information you provide us in connection with your membership, according to our [Privacy Policy](#).

## **7. INTELLECTUAL PROPERTY RIGHTS**

Members and their Guest(s) s shall not use the names, logos, colours, trademarks, photographs, or other identifying features of Yayem and its affiliates (the 'Yayem Marks') without obtaining our specific prior written approval.

You hereby expressly recognise that the Yayem Marks are the valid, unique and exclusive property of Yayem, its parent, affiliates and/or subsidiaries. Members and their Guests may not produce, use or create, or authorise others to produce, use or create, the Yayem Marks for any purpose whatsoever, including, but not limited to, in any communications, marketing, advertising or other promotional materials (including, but not limited to, brochures, flyers, invitations and e-mail messages) that use the Yayem Marks without our prior written consent.

## **8. GENERAL**

a. **Change to terms**

We may change these Terms from time to time. We will do so by displaying notification of the change on our mobile application and/or website and/or via email. The latest version of our Terms will be displayed on Yayem's app and/or website. We will inform you of changes within a reasonable time period. If you do not agree with these changes, you are free to terminate your membership.

b. **Invalidity and waiver**

If any of these Terms is found to be invalid or unenforceable, the other provisions will continue to apply to the maximum extent legally permitted. No waiver of any of these Terms shall be effective unless made in writing by us and a waiver shall not be construed as a waiver of any subsequent breach.

c. **Interpretation of these Terms**

In case of dispute as to the meaning or interpretation of these Terms, the matter shall be referred to the Membership Committee.

## **9. GOVERNING LAW AND JURISDICTION**

To the extent permitted by applicable Law, these Terms shall be governed by the laws of England & Wales, without regard to its conflict or choice of law principles. To the extent permitted by applicable Law, you may submit your disputes arising out of or in connection with these Terms to the non-exclusive jurisdiction of the courts located in London, United Kingdom.

If you reside in the EU you may also bring judicial proceedings before the competent court of your country of residence. If you reside in the EU, we may only bring judicial proceedings against you in your country of residence, unless you are not acting as a consumer in which case you agree to submit to the exclusive jurisdiction of the courts of England & Wales within the limits provided by applicable laws.

## **10. CONTACT**

If you have any questions or complaints regarding Yayem's app and/or website or these Terms, you can contact us at [membership@yayem.co](mailto:membership@yayem.co).