## ASOS Front Row Community Terms and Conditions of Use

# 1. The Legal Bits...

This website "ASOS Front Row UK" ("ASOS FROW") where you can take part in and access FROW's research and panel surveys conducted by ASOS.com Limited of Greater London House, Hampstead Road, London Nw1 7FB ("ASOS", "we", "us"). ASOS FROW is managed and operated by Alida Solutions Limited of 10 John Street, London, WC1N 2EB.

Your use of ASOS FROW, whether as a guest or a registered user, is governed by these terms and conditions of use (these "Terms"). Please read these Terms and our <u>ASOS FROW Privacy Policy</u> carefully before you use ASOS FROW or join ASOS FROW as a registered user. By accessing ASOS FROW, you accept and agree to be bound by these Terms.

We may update these Terms from time to time and any changes will be notified to you via the e-mail address provided by you on registration or via a suitable announcement on the ASOS FROW. The changes will apply to the use of ASOS FROW after we have given notice. If you do not wish to accept the new Terms you should not continue to use ASOS FROW. If you continue to use ASOS FROW after the date on which the change comes into effect, your use of ASOS FROW indicates your agreement to be bound by the new Terms. We also may suspend access to ASOS FROW or close it indefinitely, at our sole discretion.

# 2. Privacy and Cookies

We process information about you in accordance with our ASOS FROW Privacy Policy, which sets out the individual rights you have in respect of your personal data. Please read this policy before agreeing to these Terms. If you have questions about how your personal data is stored and/or used, please get in touch with out our privacy team by dropping us a line at dataprotection@asos.com or using the contact details on our <u>Contact Us</u> page.

### 3. About you

To register as a member of ASOS FROW you must be aged 18 or over. Membership ASOS FROW is free and is only open to invited users. We may invite you via email to participate in online discussions, forums and surveys but you do not have any right to receive a minimum number of discussions, forums or survey invitations.

By joining ASOS FROW you acknowledge and agree that:

- membership is personal to you and is non-transferable;
- you will comply with the Confidentiality obligations outlined at paragraph 8 below;
- you shall provide an e-mail address at which you can be contacted, which you shall keep up-todate. If you need to update your email address, please contact the member support team at support@asosfrontrow-uk.vision-critical.com; and
- if you close your email account, or if it becomes inactive for any other reason, or we find you have used an invalid account, we will need to remove you from ASOS FROW.

Please keep your username and account password secret and do not share it with anyone else. We have the right to close your account if you fail to comply with these Terms. We have the right to change your username if it is considered offensive. If we change your username, we will inform you of this and tell you your new username.

You can update your ASOS FROW personal information at any time, however we reserve the right to check and monitor any changes to your account details.

### 4. Access to ASOS FROW

Access to the ASOS FROW website is permitted on a temporary basis and we reserve the right to withdraw access to or amend the ASOS FROW website without notice, and we make no guarantees that access to the ASOS FROW website or any content on it will always be available or be uninterrupted. We

will not be liable if for any reason ASOS FROW is unavailable at any time or for any period.

We may from time to time restrict access to some parts of ASOS FROW for reasons to do with the way that we administer ASOS FROW or otherwise.

You are responsible for making all arrangements necessary for you to have access to ASOS FROW, such as having a secure internet connection.

## 5. ASOS FROW Standards

You agree to comply with all applicable laws as well as the following acceptable standards (the "Standards") when accessing and/or submitting any information or material ("Material") to ASOS FROW, when interacting with other members of ASOS FROW or accessing any interactive services associated with it:

- Any Material must be accurate and represent your genuinely held beliefs or opinions.
- You shall not:
  - o engage in any form of cyber bullying against other ASOS FROW member or otherwise;
  - allow others to access, use and/or post on your ASOS FROW account;
  - share links or resources sent to you as a registered FROW member, unless we have given you written permission;
  - send, knowingly receive, upload, download, use, re-use or submit any material or information that:
    - contains your own personal information (e.g. telephone number, email address etc.) or any third parties' personal information;
    - is sexually explicit, immoral, dishonest, defamatory or unlawful;
    - contains deliberately inflammatory comments (commonly referred to as "trolling");
    - contains xenophobia, racism or personal abuse directed at other members or in any way promotes discrimination based on race, gender, religion, nationality, disability, neurodiversity, sexual orientation or age or contains or promotes violence or obscene or pornographic material;
    - contains viruses, corrupted files or any other similar software or programs that may adversely affect the operation of ASOS FROW;
    - breaches any legal duty owed to a third party, such as a contractual duty or intellectual property rights or use ASOS FROW in any way which breaches any applicable laws; or
    - is for commercial reasons, including any advertising or promotional materials.

If you fail to comply with these Standards and these Terms, we may issue you a warning or temporarily or permanently withdraw your right to access or use ASOS FROW and remove any Material posted by you or take legal action against you, where necessary.

Please note: you agree to indemnify, defend and hold harmless ASOS, its directors, officers, employees, consultants, agents, and affiliates, from any and all third-party claims, liability, damages and/orcosts (including, but not limited to, legal fees) arising from your use (or misuse) of ASOS FROW and/or your breach of these Terms.

Where ASOS FROW contains links to other websites and resources provided by third parties, these links are provided for your information only. We do not accept any responsibility for the content and/or management of any third-party websites linked to or from ASOS FROW or for any loss or damage that may arise from your use of them, nor do we endorse them.

### 6. Intellectual Property

We own or have the right to use our intellectual property rights in our websites, in ASOS FROW and its content. These rights are protected around the world with all such rights reserved. You are not allowed to use ASOS' logo in any ASOS brand or trade mark without our express permission.

We may ask you to take part in research tasks that involve uploading images, to help you illustrate how you feel about certain topics or issues. You own the intellectual property rights in the Material you post or upload. In consideration of your membership to ASOS FROW, you agree to grant us worldwide, perpetual, royalty-free, non-exclusive rights to use that Material for any purpose. You must ensure you have the legal right to upload any images when taking part in our research tasks. Do not upload any images to our site unless you clearly have the right to do so.

### 7. Online Competitions

As a registered member of ASOS FROW you may be eligible to take part in competitions run on or through ASOS FROW. You agree to be bound by the rules of that competition and any other rules specified by ASOS from time to time. Each competition will have its own ASOS FROW prize draw terms, which will be made available at the time of entry. In the event of any conflict or inconsistency between the ASOS FROW prize draw terms and these Terms, the ASOS FROW prize draw terms will prevail.

# 8. Confidentiality

By visiting and using ASOS FROW you agree that you will not show, forward or divulge to a third party any content in ASOS FROW, including but not limited to ideas, surveys, concepts, advertising and packaging designs that we may share with you and invite you to discuss in ASOS FROW, or in any follow up correspondence (for example but not limited to emails relating to ASOS FROW).

### 9. Complaints or need to talk to us?

If you have any comments, concerns, complaints or wish to discuss any aspect of ASOS FROW please contact us using the contact details on our <u>Contact Us page</u>.

### 10. General

Please Note: We are not liable to you for any loss or damage, whether direct or indirect, in contract, tort (including (without limitation) negligence), statutory duty or otherwise. Nothing in these Terms will exclude or limit ASOS' liability for death or personal injury caused by our negligence, or fraud or fraudulent misrepresentation by us, or any other liability which may not be excluded or limited by law and nothing will affect any relevant consumer rights.

These Terms are governed by subject to the laws of England and Wales and their interpretation and application will be subject to the exclusive jurisdiction of the courts of Englandand Wales.