

End User Terms & Conditions

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1. Introduction

Welcome to Ben! We're on a mission to help you make the most out of your employee benefits package.

We are a service that gives you control to choose the benefits you want e.g., health insurance, counselling, or a subscription to your favourite meditation app based on the rules set by your employer.

Where your employer has enabled them, Ben also offers community features that let you create and share content with your colleagues, such as recognising a peer for their work. Section 6 explains the standards that apply to that content and how we moderate it.

We use the best security technology with end-to-end encryption, 256-bit encryption, and a host of other security features to ensure that your data is kept secure.

Below are our terms and conditions for using Ben, so you can understand how Ben works and your rights.

Who we are and how to contact us

thanksben.com is a site operated by Thanks Ben Ltd ("Ben", "we", "us", "our").

We are registered as a limited company in England and Wales with company number 12335851 and have our registered office at 9th Floor, 107 Cheapside, London, United Kingdom, EC2V 6DN.

To contact us, please use our chat support feature on our website, or email us at support@thanksben.com

How we keep in touch with you

We will normally contact you using the email address you use to create your Ben account with us, using notifications within the Ben app, or using push notifications through your device. We will do this to keep you informed of any issues relevant to the Ben services and where we need to, to comply with our legal obligations. Please see our Privacy Policy for further details.

Where specific notifications may impact your benefits, we will notify you by email and if you are using notifications within the Ben app, through push notifications to your device.

As a consumer, you have the right to receive a copy of these terms - please send us an e-mail if you would like a copy for your records.

Our agreement with you

Please read these Terms and Conditions carefully before using the Ben via our website and/or mobile application operated by Thanks Ben Ltd ("us", "we", or "our").

Access to our services will be through our website or app. These terms apply to all visitors, users and others who access or use the service.

By using the service or our app you warrant that you are at least 18 years old.

Other terms that may apply to you

The following additional policies also apply to your use of our services:

- Ben Privacy Policy

Minimum requirements

To make full use of the services, you will need to make sure that your device meets the minimum operating requirements. If you do not meet our minimum requirements, you may not be able to use some or all of the services.

By accessing or using the services you agree to be bound by these terms

By using the services, you confirm that you accept these terms of use and that you agree to comply with them, and any other terms referred to in this document. If you disagree with any part of these terms, then you may not access the services.

Please read our terms carefully before you start to use the services as they will apply to your use of the services. We recommend that, wherever possible, you print or save a copy of them for future reference.

When these terms apply

These terms will apply to the relationship between us and you from when you first start using the Ben platform, until you stop using it or leave your employer and cease to be registered with us.

Our use of your personal information

Your use of the services involves the transmission of certain personally identifiable information. Our policies with respect to the collection and use of your personally identifiable information are governed according to the Ben privacy policy available on our website, at thanksben.com/legal

2. Our services

Our services are available through thanksben.com. Please remember that:

- Our services have not been developed to meet your individual circumstances. It is your responsibility to ensure that our services and any benefits packages meet your needs.
- All information, content and material displayed on the platform and the services is provided for information only. You should not rely on information, content or materials made available through or on the services or the platform as the sole basis for making a decision on a benefits package. Ben makes no representations, warranties, or guarantees that any information or materials on the platform are accurate, complete and/or up to date.

- The platform is not intended to amount to advice on which you should rely. If at any point you are still uncertain about your selection, you should obtain professional or specialist advice before taking any actions on the basis of the platform. As you use the platform you can communicate with our support team. We will try to provide you with a qualified response or direct you to a relevant resource, however, at no point does this advice qualify as legal, tax, insurance, or financial advice.
- Our team may need to access your Ben account to assist you. We'll only do this with your consent to do so, such consent may be expressed or implied, such as during an active conversation between yourself and a team member on our live chat software or where it is necessary to answer a question you have asked them on email support. Once you have finished working with that team member, they will remove their access from your Ben account. We also require our team members to regularly review the list of Ben accounts they have access to and to remove themselves from any Ben accounts that they are not actively assisting to minimise the risk of any data breach.
- Separately, our authorised team members may access content you have posted through the community features, reports about that content and related account records where this is necessary to investigate a report, moderate content, protect other users or the services, or comply with the law, as described in section 6. This access is limited to what is needed for that purpose and does not extend to unrelated benefits or financial information.
- You agree that we are not responsible or liable to you for:
 - a) any action (or inaction) resulting from use of or reliance on information, content and materials displayed on the platform or the services (or any loss or damage you suffer as a result);
 - b) third party sites or services linked to or accessed from the platform (or your use of, or reliance on, those sites or services); or
 - c) any dealings you have with third parties through the platform and services.

3. Setting up an account

To access your Ben account, we will need to complete the registration process by verifying the information about you that we have received from your employer.

You must provide us information that is accurate, complete, and current at all times. It is your responsibility to update your information and inform us of any changes to your details. If you don't, you will not be able to enjoy all the benefits of the services.

Please note: Failure to provide correct information in certain circumstances constitutes a breach of the terms, which may result in immediate termination of your Ben account and access to the services.

- You are responsible for safeguarding the Ben account password that you use to access the service and for any activities or actions under your password, whether your password is with the services or a third-party service.
- You agree not to disclose your Ben account password to any third party. We will not be liable for any unauthorised use of your Ben account, and you will remain solely responsible for any activity occurring under your profile whether with or without your

permission. You must notify us immediately upon becoming aware of any breach of security or unauthorised use of your Ben account. You can do this by emailing us at support@thanksben.com

- You acknowledge that we will be entitled to disclose your identity and information related to your Ben account to third parties if we are required to do so by any applicable law or court order.
- We do not check the accuracy of the Ben account information and personal information you provide to us and we rely on you and your Ben account providers to ensure that the Ben accounts information and personal information you provide to us is up to date and accurate.
- We may update the services by adding or removing functionality, changing its features and/or its design. You may have to redownload and accept the latest terms and conditions before you can access the services.
- We do not back-up your content and data used on the services.

You agree that we have the right to collect and analyse specific data points and other information gained from your Ben account, settings and including but not limited to interactions with our team on our chat support. This covers, without limitation, information concerning your data and data derived from your data, and we will be free (during and after the term of these Terms) to:

- a) use such information and data to improve and enhance the platform and for other development, diagnostic and corrective purposes in connection with the platform; and
- b) to disclose such data solely in aggregated or other de-identified form in connection with our business. For example, we could indicate that most companies offer certain kinds of benefits.

4. Third party services

The services, or content accessible to you in or through it, includes links to third-party websites, products, or services ("Third Party Services"). These links and content are provided for your information only and to suggest products and services which may be relevant to you.

We do not control, maintain, or endorse third party services and you acknowledge and agree that your use of them is at your own risk. We assume no responsibility for the content or operation of any third-party services and we will not be liable for any loss or damage that may arise from your use of them (or such content).

Where the services contain links to other sites and resources provided by third parties, **these links are provided for your information only**. Such links should not be interpreted as approval or endorsement by us of those linked websites or the information you may obtain from them.

Ben has no control over the content of third party sites or resources which are made available through the services and accept no liability or responsibility for them or your use or inability to use them, the web sites they link to or their contents, their accuracy or reliability. You should be aware that the use and availability of certain parts of the services are dependent on third-party service providers over whom we have no control. It is your

responsibility to refer to the terms of use and privacy policies of any third party for more information.

We suggest you always carefully read the terms and conditions of any product or service before entering into any agreement with a third party. If in doubt, you should contact the relevant third party you have engaged with in respect to any questions about their products and services or any issues with them.

5. Intellectual property rights

The services and the platform, and their original content, features and functionality, are and will remain the exclusive property of Ben and its licensors. The Services are protected by copyright, trademark, and other laws of both the United Kingdom and foreign countries. This does not include User Content, which remains yours or the relevant rights holder's and is covered in section 6.

Ben grants you a revocable right to use the services for your personal (non-commercial) use in accordance with these terms.

Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of Ben.

6. User content and community standards

Where your employer has enabled them, the services include features that let you create, post, share or respond to content with your colleagues, for example recognising a peer, commenting or reacting ("community features"). This section applies to all community features, including any we introduce in future, and to everything you post through them.

Your content

"User Content" means any material you create, submit, upload, send or make available through the services, in any format, including recognition messages, comments, replies, reactions, images, GIFs, video, audio, links, attachments and profile content. You, or the relevant rights holder, keep ownership of your User Content. You must have the rights and permissions needed to share it with its intended audience, including permission to use another person's image or confidential material where required.

So that we can operate the services, you grant Ben a non-exclusive, worldwide, royalty-free licence to host, store, reproduce, transmit, display and technically adapt (for example format, resize or make accessible) your User Content, only as necessary to operate and secure the services, deliver the sharing actions you choose and enforce these terms. We may allow our service providers to exercise these rights only in order to perform those functions for us, and we make your User Content available to your employer and other recipients in line with the visibility settings that apply. This licence does not allow us to use your User Content for advertising or to train general-purpose AI models.

The licence lasts for as long as we hold the content for those purposes. After you delete content or your account closes, it continues only for copies we lawfully retain for backup, security, complaint handling or legal reasons, and for no longer than necessary. We will not republish those copies to other users.

Check the audience before you post. Depending on the settings you choose and your employer's configuration, your content may be visible to the recipient, your colleagues, authorised administrators at your employer or connected channels such as messaging tools. Do not assume that content you post at work is private. If you use an AI-assisted feature to help write content, review the wording before you post it; the same standards apply.

Content standards

Community features exist to support a respectful workplace. We do not tolerate objectionable content or abusive behaviour. You must not post, share or encourage content that:

- is unlawful, threatening, harassing, bullying, humiliating, defamatory, hateful or discriminatory;
- promotes violence, exploitation, self-harm or criminal conduct;
- contains pornography, sexual exploitation, graphic violence or other material unsuitable for a workplace service;
- infringes someone else's intellectual property, privacy or confidentiality rights, or discloses personal or sensitive information about someone without a lawful reason and any required permission;
- impersonates another person or organisation;
- contains scams, deceptive statements, spam or unauthorised advertising; or
- contains harmful code or links.

Do not post account credentials, payment card details or confidential employment or health information. These standards apply to every content format, feature and integration, not only to written posts. Do not submit knowingly false or malicious reports, and do not retaliate against anyone who reports a concern in good faith.

Filtering and review

We use content checks to help prevent objectionable material from being posted, and we may hold or reject a submission for review. Do not try to bypass these checks. Filtering is not perfect and will not catch everything, so please report anything that concerns you. Our reviewers may look at the reported content and related account records; we limit that access, and any disclosure, to what is necessary and lawful.

How to report content or behaviour

You can report content directly in the Ben app using the Report option. You can also report content or an abusive user by emailing support@thanksben.com. When you email us, tell us your employer, the content or user involved, roughly when it happened and why you are reporting it, and include a link, screenshot or other identifier if you can. Tell us if there is an urgent threat. Do not send your password or unrelated sensitive information. We will look into a report even if you cannot give us every detail.

You do not need your employer's permission to report to Ben. We share report information only with those who need it to investigate, protect users or meet legal duties, which may include appropriate people at your employer. We cannot guarantee anonymity where a fair

investigation or the law requires disclosure. Our reporting service is not an emergency service; if someone is in immediate danger, contact your local emergency services.

Our 72-hour commitment

A human moderator will review every report of objectionable content or abusive behaviour within 72 hours of us receiving it, and we will respond to the person who made the report within that time where we have their contact details. This is a commitment to review and act, not just to acknowledge the report.

Within those 72 hours we will remove content we find breaches these standards and, where necessary to stop abuse, suspend or block the user responsible. If we need more time to investigate, we will take interim protective steps within the same period where reasonably needed, such as hiding the reported content or restricting the reported account, and we will tell the reporter the status and next steps, subject to privacy and legal limits. We prioritise credible urgent threats and clearly unlawful content and act on them as quickly as possible.

Blocking abusive users

If you want to stop another user from interacting with you through the community features, email support@thanksben.com and ask us to block them, telling us your employer and the user involved. We will block that user from sending you content or otherwise interacting with you through the community features, and we will confirm to you when this is done, within the 72-hour period described above. We may also restrict or remove that user from the services altogether, whether or not you ask us to.

A block in Ben does not remove copies of content that have already been shared to another service, such as a connected messaging tool. If a block does not stop the behaviour you are experiencing, contact us again. Do not try to get around a block through another account, feature or integration.

Removal and enforcement

We may reject, hide or remove User Content, disable posting or other community features, restrict interactions, suspend an account or permanently remove an abusive user from the services where we reasonably believe these terms have been breached or where action is needed to protect people, the services or legal compliance. We may act on our own detection as well as on reports. Serious or repeated abuse may lead to immediate permanent removal without prior warning.

We act proportionately, taking into account how serious the behaviour is, whether it is repeated and the risk of harm. Where that is enough to address the risk, we will restrict community features rather than your access to your benefits. Moderation action does not by itself cancel a benefit you are entitled to or determine your employment status.

We will normally tell you if we take action against your content or account and explain how to ask for a review, unless doing so would create a safety or security risk, prejudice an investigation or breach the law. You can ask us to review a moderation decision by emailing support@thanksben.com; a human reviewer will consider your request promptly, and restrictions may stay in place while they do. We may keep necessary evidence and disclose it to authorised recipients or authorities where lawful.

7. Termination

We may terminate or suspend your Ben account immediately without prior notice or liability, for any reason whatsoever, including without limitation if you breach our terms. We will usually let you know if this is happening and why, but we can't always do so. It is at our discretion as to whether we allow you to continue to use the services, or use the services again, after a suspension or Ben account termination.

We may also restrict, suspend or remove your access to community features, or to the services, for breaches of the content standards, as set out in section 6.

Upon termination, your right to use the services will immediately cease. If you wish to terminate your Ben account, you may contact us at support@thanksben.com.

If we suspect unauthorised or fraudulent use of the services, then we may suspend the services. In this instance, we will try to contact you (normally by email) to let you know.

8. Limitation of liability

If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable.

Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time you entered into these terms. We do not in any way exclude or limit our liability for

- a) death or personal injury caused by our negligence; or
- b) fraud or fraudulent misrepresentation.

9. General terms

These terms are governed by English law. If you are a consumer, the courts of England and Wales will, subject to this paragraph, have non-exclusive jurisdiction over any claim arising from, or related to, these terms (unless you are a resident of Northern Ireland, in which case you may bring proceedings in Northern Ireland, or you are a resident of Scotland, in which case you may bring proceedings in Scotland). If a court decides that we cannot rely on a part of these terms, the rest of the terms will continue to apply, as each of the provisions of these terms operate separately.

Our failure to enforce any right or provision of these terms will not be considered a waiver of those rights. If any provision of these terms is held to be invalid or unenforceable by a court, the remaining provisions of these terms will remain in effect. These terms constitute the entire agreement between us regarding the services and supersede and replace any prior agreements we might have between us regarding the services. Failure by either you or us to exercise any right or remedy under these terms does not constitute a waiver of that right or remedy.

We may transfer our rights and obligations under these terms to another organisation, but this will not reduce your rights or those obligations. You may not transfer your rights or obligations to another person.

10. Changes to this policy

We reserve the right, at our sole discretion, to modify or replace these terms or any part of the services at any time for any reason without liability to you. We will always act fairly and reasonably when we make any changes to our terms. If a revision is material, as far as is possible we will try to provide at least 30-day's notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion. In most cases any changes will be to improve the services we provide but they may also be changes required for legal reasons and changes where we remove certain functionality.

We will inform you of a change either through the platform, when you next start or use the services, or by e-mail. The new terms may be displayed on-screen, and you may be asked to read and accept them to continue your use of the services. By continuing to access or use the services after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you must stop using the service.

11. How to contact us

Questions, comments, and requests regarding this policy are welcomed and should be sent via email at support@thanksben.com

Reports of content or abusive users, requests to block a user and requests to review a moderation decision should also be sent to support@thanksben.com.