

## TERMS AND CONDITIONS

### (these "Terms and Conditions")

#### 1. Definitions

In this Agreement:

- 1.1 the following terms shall have the following meanings unless the context otherwise requires:

**"Account"**: the account allocated to you by us for you to access information and functionality relating to the Services and related services on the Platform;

**"Agreement"**: these Terms and Conditions together with any document referred to in these Terms and Conditions, save for the Contract;

**"Breach of Duty"**: the breach of any: (i) obligation arising from the express or implied terms of a contract to take reasonable care or exercise reasonable skill in the performance of the contract; or (ii) common law duty to take reasonable care or exercise reasonable skill (but not any stricter duty);

**"Business Day"**: any day other than: (i) a Saturday, (ii) a Sunday or (iii) any day when the clearing banks in the City of London are not physically open for business;

**"Company"**: a company that uses the Platform to list Roles and with whom you may (if applicable) enter into an Engagement;

**"Confidential Information"**: any information in any form or medium obtained by or on behalf of one Party from or on behalf of the other Party in relation to this Agreement which is expressly marked as confidential or which a reasonable person would reasonably consider to be confidential, whether disclosed or obtained before, on or after the date of this Agreement, together with any reproductions of such information or any part of such information;

**"Content"**: any information and data you provide to us to list on the Platform relating to your Profile;

**"Contract"**: a contract entered into between you and us [or] you and a third party, [or you and a Company directly] in respect of Engagements;

**"Data Protection Legislation"**: the Data Protection Act 2018, the General Data Protection Regulation ((EU) 2016/679) as enacted into English law ("GDPR") as revised and superseded from time to time, Directive 2002/58/EC as updated by Directive 2009/136/EC, and any other laws and regulations relating to the processing of personal data and privacy which apply to us or you and, if applicable, the guidance and codes of practice issued by the relevant data protection or supervisory authority;

**"Engagement"**: the engagement of a User by the Company or (where applicable) any third party, whether on a permanent or a temporary basis;

**"Intellectual Property Rights"**: all intellectual and industrial property rights of any nature anywhere in the world, including copyright, database rights, design rights, topography rights, registered designs, design rights, trade mark rights, service mark rights, domain name rights, patents, rights to inventions, trade secrets, rights in know-how, and any other rights of a similar nature, whether or not any of the same are capable of protection by registration and whether registered or not, and applications for registration of any of the foregoing and the right to apply for any of them, anywhere in the world;

**"Liability"**: shall mean liability in or for breach of contract, Breach of Duty, torts (including negligence and intentional

torts), deliberate breach (including deliberate personal repudiatory breach), misrepresentation, restitution or any other cause of action whatsoever relating to or arising under or in connection with this Agreement, including liability expressly provided for under this

Agreement or arising by reason of the invalidity or unenforceability of any term of this Agreement (and, for the purposes of this definition, all references to "this Agreement" shall be deemed to include any collateral contract);

**"Party"**: either us or you, and "Parties" shall mean both of us and you;

**"Platform"**: the web-based portal, hosted at [platform.buildstream.co.uk];

**"Profile"**: the profile page created on the Platform where you can upload and detail information and data about yourself to a Company;

**"Registration Application"**: the forms we require you to complete during the Registration Process;

**"Registration Process"**: the process that we require you to undertake so that we can register you as a recipient of the Services;

**"Roles"**: the roles, listed by Companies, relating to the Engagement of Users on a permanent, fixed term, or temporary basis;

**"Services"**: access to, and use of, the services and functionality available via the Platform, including:

i) modifying your Profile;

ii) viewing Roles that we agree with a Company to share with you;

iii) [ability to post Timesheets and view your earnings to date]; and

iv) allowing, with your approval, Companies to access your Profile;

**"Timesheets"**: the form required to record the number of hours worked by you; and

**"User", "you" or "your"**: the recipient of services from us under this Agreement, whose details may be as set out in the Registration Process;

1.2 references to "Clauses" are to clauses of these Terms and Conditions;

1.3 the headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;

1.4 a "person" includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

1.5 a reference to a Party includes its personal representatives, successors or permitted assigns;

1.6 words imparting the singular shall include the plural and vice versa. Words imparting a gender shall include the other gender and the neutral;

1.7 a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

1.8 any phrase introduced by the terms "including", "include", "in particular" or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding or following those terms; and

1.9 a reference to "writing" or "written" includes in electronic form and similar means of communication (except under Clause 13).

#### 2. Agreement

2.1 The terms of this Agreement apply to the exclusion of any terms and conditions submitted, proposed or stipulated by you in whatever form and at whatever time. This Agreement applies to the Services.

2.2 Save as expressly provided in this Agreement, this Agreement shall operate to the entire exclusion of any other agreement, understanding or arrangement of any kind between the Parties preceding the date of this Agreement and in any way relating to the subject matter of this Agreement and to the exclusion of any representations not expressly stated in this Agreement except for any fraudulent misrepresentations or any misrepresentation as to a fundamental matter. Each of the Parties acknowledges that it has not entered into this Agreement based on any representation that is not expressly incorporated into this Agreement.

- 2.3 This Agreement constitutes the whole agreement and understanding of the Parties as to the subject matter of this Agreement and there are no provisions, terms, conditions or obligations, whether oral or written, express or implied, other than those contained or referred to in this Agreement.
- 2.4 This Agreement shall be legally formed and the Parties shall be legally bound when we confirm your submission of the Registration Application. Your submission to us of the Registration Application shall be deemed to be an offer by you to us to gain access to the Services, subject to the provisions of these Terms and Conditions, and our confirmation of such submission shall be considered acceptance of such an offer.
- 2.5 If you provide to us a purchase order for use of the Services, that order (and any terms and conditions attached or referred to in it) shall be purely for your administrative purposes and shall not form part of this Agreement.
- 2.6 In the event of a conflict between these Terms and Conditions and any details we set out during the Registration Process, then the details that we set out during the Registration Process shall prevail over these Terms and Conditions.
- 3. The Services**
- 3.1 We shall:
- 3.1.1 subject to Clause 3.7, use reasonable endeavours to make the Services available to you;
- 3.1.2 list Roles on the Platform;
- 3.1.3 communicate Roles with you; and
- 3.1.4 list your Profile on the Platform using the information and Content provided to us by you, and we shall list such Content in a way that we, at our absolute discretion consider appropriate.
- 3.2 We warrant that:
- 3.2.1 we shall use our reasonable skill and care in providing the Services;
- 3.2.2 we have all necessary rights, permissions and consents to enter into, and perform our obligations under, this Agreement; and
- 3.2.3 we shall comply with all applicable laws, statutes, regulations and bye-laws in relation to the exercise of our rights and performance of our obligations under this Agreement.
- 3.3 If, for any reason, we choose to ask you to approve the way in which we propose to list the Content on the Platform, you shall not unreasonably withhold or delay such approval.
- 3.4 We shall make available the Services using information, data and criteria supplied by you. It is your responsibility to provide accurate and updated information and data.
- 3.5 We reserve the right and have absolute discretion, but not an obligation, to remove, screen or edit any Content that you provide to us to list on the Platform that breaches this Agreement or is otherwise objectionable. Without prejudice to any other provision of this Agreement, we reserve the right to refuse to list Content or to immediately remove listed Content.
- 3.6 We may, at our absolute discretion, subject to Data Protection Legislation, from time to time either host the Services on our own servers or use third party suppliers to do so in whole or in part. You acknowledge that we may from time to time without prior notice and without the need for prior agreement provide reasonable additional obligations or requirements or reasonably restrict your rights due to the requirements of the third party suppliers.
- 3.7 You acknowledge and agree that we cannot guarantee uninterrupted, timely or error-free access to the Services due to events beyond our control (including operation of public and private networks by Internet service providers, telecoms providers and third parties), and we may also need to carry out maintenance (whether planned or unplanned, and routine or not) from time to time on the Services; however, we shall use our reasonable endeavours to minimise downtime of the Services. Subject to us having used such reasonable endeavours, we do not warrant that the provision of the Services to you will be uninterrupted or error-free.
- 3.8 We reserve the right at our absolute discretion to make changes to the Services at any time (without notice).
- 3.9 We do not warrant that the Services will meet your individual needs. Except for any matter upon which we specifically agree in writing with you to advise or do, we shall not be responsible or have any Liability (subject to Clause 9.2) for advising on, or failing to advise on, or doing, or failing to do, anything else.
- 3.10 We do not guarantee that a Company will offer you an Engagement. Our only obligation to you is to provide the Services, subject to the terms of this Agreement. Except as expressly stipulated in this Agreement, we shall not be responsible or have any Liability (subject to Clause 9.2) for providing or achieving any particular results or outcomes or within a particular time.
- 3.11 We retain the right to, if we consider it appropriate (at our sole discretion):
- 3.11.1 remove any Content and/or your Profile;
- 3.11.2 prevent or restrict access to the Services and/or the Platform; and/or
- 3.11.3 take any other action to preserve and protect the marketplace and/or to restrict access to or availability of or remove any objectionable material, feedback, ratings, inaccurate listings, inappropriately categorised items, unlawful items or items prohibited for listing on the Platform under this Agreement.
- 3.12 Except where expressly provided for within this Agreement, we exclude all conditions, warranties, terms and obligations, whether express or implied by statute, common law or otherwise, to the fullest extent permitted by law in respect of the Services, the Platform, the Account and our obligations under this Agreement.
- 4. Platform and Account**
- 4.1 We shall allocate to you the Account for optimised use of the Services. The Account may also allow you to access information such as your Profile.
- 4.2 You may access the Account and the Platform only with a device that is compatible with the Services, including any security features that are part of the Services.
- 4.3 In order for us to allocate to you access to the Account, you shall provide such information as we may require from time to time.
- 4.4 Once you have been allocated access to the Account, you will be asked to create a username for, and allocate a password to, such access. You must keep the password confidential and immediately inform us if any unauthorised third party becomes aware of that password or if there is any unauthorised use of the Account or any breach of security known to you. You agree that any person to whom your username or password is disclosed is authorised to act as your agent for the purposes of using the Services. You are entirely responsible if you do not maintain the confidentiality of your password.
- 4.5 Once you have access to your Account, you may update your Profile details by accessing your Account through the Platform.
- 4.6 You agree to notify us immediately of any changes which are relevant to your Account by informing us through the Platform where possible or otherwise by emailing us at [hello@buildstream.co].
- 4.7 We reserve the right to prevent or restrict you using the Services.
- 4.8 Without prejudice to any other right or remedy which we may have, if we reasonably believe that you have failed to comply in any way with, any of the terms of this Agreement, we may exercise any one or more of the following remedies at our absolute discretion:
- 4.8.1 rescind this Agreement (in whole or in part); and/or
- 4.8.2 remove your application for a Role from the App; and/or
- 4.8.3 close your Account.

- 5. Role Conditions**
- Profile**
- 5.1 When creating your Profile, you will be asked to provide details including your relevant qualifications, experience, training, licences, and any authorisation which may be required by law or by any professional body. You must ensure that all your relevant licences, authorisations and qualifications are accurate and up to date at all times (including when creating your Profile and/or when applying for a Role and/or when commencing an Engagement). We shall not be responsible or have any Liability (subject to Clause 9.2) if an Engagement is withdrawn or cancelled by a Company either before commencement or during the Engagement if you fail to provide a valid form of qualification.
- 5.2 By providing to us information which we will display on the Platform you warrant to that you are qualified to accept a Role and perform an Engagement, and that all Content provided is valid in accordance with this Agreement.
- Response to Role offers**
- 5.3 Once you have been offered a Role that you are interested in, you may respond to a Role by contacting the Company independently from the Platform. It will then be at the Company's discretion whether you are accepted for that Role. You acknowledge that we shall have no Liability (subject to Clause 9.2), if a Company either removes a Role from the Platform, or cancels or terminates the Role before the commencement of, or during the Engagement.
- 5.4 You may be required to submit Timesheets via the Platform. If so, it is your responsibility to ensure that each Timesheet is correct.
- 5.5 You acknowledge and agree that each Engagement is subject to the Contract, and you agree to comply with your obligations under the Contract.
- 5.6 You acknowledge that we shall have no Liability (subject to Clause 9.2), and you bear sole responsibility and Liability for the consequences of your use of the Services, the acceptance of Roles on the Platform, and entering into any Engagement.
- 6. Your obligations**
- 6.1 You shall:
- 6.1.1 ensure that the information submitted to us during the Registration Process is complete and accurate;
- 6.1.2 ensure that you fully co-operate with us, including in order to enable us to carry out fully, accurately and promptly our obligations under this Agreement to the best of our ability;
- 6.1.3 provide to us in writing information about yourself for your Profile, which shall be subject to our approval (such approval not to be unreasonably withheld or delayed) and shall be subject to this Agreement;
- 6.1.4 not submit to us or to any Company anything which in any respect may infringe the Intellectual Property Rights or privacy or other rights of us or any third party;
- 6.1.5 promptly provide us with such information, data and assistance (including anything identified in the Registration Process for you to provide to us) that will enable us to carry out fully, accurately and promptly our obligations under this Agreement to the best of our ability, where such information, data and assistance shall, at all times;
- 6.1.6 promptly comply with all of our reasonable requests under this Agreement;
- 6.1.7 have all necessary rights, permissions and consents to enter into, and perform your obligations under, this Agreement; and
- 6.1.8 comply with all applicable laws, statutes, regulations and by-laws in relation to the exercise of your rights and performance of your obligations under this Agreement and in relation to any Engagement.
- 6.2 It is your responsibility to ensure that you provide us with the information required to enable us to properly provide the Services, including Content. We shall not be responsible or have any Liability (subject to Clause 9.2) for any failure to provide the Services to the extent caused by your failure to properly ensure the provision of the relevant information to us.
- 6.3 You shall ensure that all Content and other information, including any images, you provide to us is of at least the same quality, completeness and accuracy as the highest quality and most complete and accurate content and other information displayed or used by you on any media other than the Platform.
- 6.4 You shall not in any way use the Platform or the Services, or submit to us or the Platform or the Services, or to any user of the Platform or the Services, anything which in any respect:
- 6.4.1 is in breach of any law, statute, regulation or byelaw of any applicable jurisdiction;
- 6.4.2 is fraudulent, criminal or unlawful;
- 6.4.3 is inaccurate or out-of-date;
- 6.4.4 is obscene, indecent, vulgar, discriminatory, offensive, threatening, defamatory or untrue;
- 6.4.5 impersonates any other person or body or misrepresents a relationship with any person or body;
- 6.4.6 may infringe or breach the copy or Intellectual Property Rights of any third party;
- 6.4.7 may be contrary to our interests;
- 6.4.8 is contrary to any specific rule or requirement that we may stipulate for the Services; or
- 6.4.9 involves your use, delivery or transmission of any viruses, unsolicited communications, Trojan horses, trap doors, cancelbots, back doors, worms, easter eggs, time bombs or computer programming routines that are intended to damage, interfere with, surreptitiously intercept or expropriate any data, personal information or system.
- 6.5 You may not use any automated means to access your Account, the Platform or the Services or collect any information from them unless we explicitly agree in writing to allow you to do so.
- 6.6 It is your responsibility to ensure that the Services are sufficient and suitable for your purposes and meets your individual requirements. It is your responsibility to ensure that:
- 6.6.1 you have sufficient capacity to enter into this Agreement; and
- 6.6.2 your use of the Services and the viewing and acceptance of Roles through the Platform is in your best interests;
- and you bear sole responsibility and Liability (subject to Clause 9.2) for the consequences of your use of the Services and the viewing and acceptance of Roles.
- 6.7 You must maintain and update information and Content provided by you to us as applicable. You shall audit the information you provide to us that is listed on the Platform on a regular basis to ensure ongoing compliance with this Agreement.
- 6.8 You shall not impersonate any person or use a name that you are not legally authorised to use. If you provide false or incorrect information or do not notify us of changes to your information or Content immediately, we reserve the right to terminate this Agreement under Clause 10.3.1.
- 6.9 We shall not be responsible or have any Liability (subject to Clause 9.2) for information or Content provided to us by you that is in breach of any provision of this Agreement and that is subsequently posted on the Platform.
- 7. Intellectual Property Rights**
- 7.1 We and you acknowledge that, as between us and you, we and our licensors own all Intellectual Property Rights in the Account, the Platform and the Services. We grant to you a limited non-transferable licence to make use of the Account, the Platform and the Services in accordance with this Agreement. This licence expressly excludes, without limitation:
- 7.1.1 any resale or commercial use of the Platform or the

- Services;
- 7.1.2 modifying, distributing, copying, republishing or making any derivative of the Platform or the Services; and
- 7.1.3 the collection and use of participant email addresses or other user information or listings, or any data extraction or data mining whatsoever.
- Any goodwill accruing out of the use of our and our affiliates Intellectual Property Rights under this Agreement shall vest in us and our affiliates, as the case may be.
- 7.2 You grant to us and our affiliates a non-exclusive, worldwide, royalty-free, perpetual, irrevocable licence to exercise all Intellectual Property Rights over the information and Content provided by you to us under this Agreement.
- 7.3 Subject to anything else to the contrary in this Agreement, neither Party shall have any rights over or to use the other Party's Intellectual Property Rights for any other purpose without the other Party's express prior written consent.
- 8. Confidentiality**
- 8.1 Each Party shall keep the other Party's Confidential Information confidential and shall not:
- 8.1.1 use such Confidential Information except for the purpose of exercising or performing its rights and obligations under this Agreement; or
- 8.1.2 disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this Clause 8.
- Each Party shall use adequate procedures and security measures to protect the other Party's Confidential Information from inadvertent disclosure or release to unauthorised persons.
- 8.2 A Party may disclose the other Party's Confidential Information to those of its employees, agents and subcontractors who need to know such Confidential Information provided that:
- 8.2.1 it informs such employees, agents and subcontractors of the confidential nature of the Confidential Information before disclosure; and
- 8.2.2 it does so subject to obligations equivalent to those set out in this Clause 8.
- 8.3 A Party may disclose the Confidential Information of the other Party to the extent such Confidential information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other Party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this Clause 8.3, it takes into account the reasonable requests of the other Party in relation to the content of such disclosure.
- 8.4 The obligations of confidentiality in this Clause 8 shall not extend to any matter which either Party can show:
- 8.4.1 is in, or has become part of, the public domain other than as a result of a breach of the confidentiality obligations of this Agreement; or
- 8.4.2 was independently developed by it; or
- 8.4.3 was independently disclosed to it by a third party entitled to disclose the same; or
- 8.4.4 was in its written records prior to receipt.
- 8.5 Each Party reserves all rights in its Confidential Information. No rights or obligations in respect of a Party's Confidential Information other than those expressly stated in this Agreement are granted to the other Party, or to be implied from this Agreement.
- 8.6 We may identify you as a user of the Services, provided that, in doing so, we shall not reveal any of your Confidential Information (without your prior written consent).
- 8.7 On termination of this Agreement, each Party shall:
- 8.7.1 return to the other Party all documents and materials (and any copies) containing, reflecting, incorporating or based on the other Party's Confidential Information;

- 8.7.2 erase all the other Party's Confidential Information from its computer systems (to the extent possible); and
- 8.7.3 certify in writing to the other Party that it has complied with the requirements of this Clause 8.7, provided that a recipient Party may retain documents and materials containing, reflecting, incorporating or based on the other Party's Confidential Information to the extent required by law or any applicable governmental or regulatory authority. The provisions of this Clause 8 shall continue to apply to any such documents and materials retained by a recipient Party following termination of this Agreement for any reason.
- 8.8 The provisions of this Clause 8 shall continue to apply after termination of this Agreement.
- 9. Limitation of Liability**
- 9.1 This Clause 9 prevails over all of this Agreement and sets forth our entire Liability, and your sole and exclusive remedies, in respect of:
- 9.1.1 performance, non-performance, purported performance, delay in performance or mis-performance of this Agreement or any services in connection with this Agreement; or
- 9.1.2 otherwise in relation to this Agreement or entering into this Agreement.
- 9.2 Neither Party excludes or limits its Liability for:
- 9.2.1 its fraud; or
- 9.2.2 death or personal injury caused by its Breach of Duty; or
- 9.2.3 any breach of the obligations implied by Section 2 of the Supply of Goods and Services Act 1982; or
- 9.2.4 any other Liability which cannot be excluded or limited by any applicable laws.
- 9.3 Subject to Clause 9.2, and other than any Liability arising pursuant to this Agreement, we do not accept, and we hereby exclude, any Liability for Breach of Duty.
- 9.4 Subject to Clause 9.2, we shall not have any Liability in respect of any:
- 9.4.1 indirect or consequential losses, damages, costs or expenses;
- 9.4.2 loss of actual or anticipated profits;
- 9.4.3 loss of contracts;
- 9.4.4 loss of use of money;
- 9.4.5 loss of anticipated savings;
- 9.4.6 loss of revenue;
- 9.4.7 loss of goodwill;
- 9.4.8 loss of reputation;
- 9.4.9 loss of business;
- 9.4.10 ex gratia payments;
- 9.4.11 loss of operation time;
- 9.4.12 loss of opportunity;
- 9.4.13 loss caused by the diminution in value of any asset; or
- 9.4.14 loss of, damage to, or corruption of, data;
- whether or not such losses were reasonably foreseeable or we or our agents or contractors had been advised of the possibility of such losses being incurred. For the avoidance of doubt, Clauses 9.4.2 to 9.4.14 (inclusive) of this Clause 9.4 apply whether such losses are direct, indirect, consequential or otherwise.
- 9.5 Subject to Clause 9.2, our total aggregate Liability arising out of or in connection with all claims in aggregate (including warranty claims and losses relating to the breach of warranty) shall be limited to £1.
- 9.6 The limitation of Liability under Clause 9.5 has effect in relation both to any Liability expressly provided for under this

- Agreement and to any Liability arising by reason of the invalidity or unenforceability of any term of this Agreement.
- 9.7 You acknowledge and accept that we only make the Services available on the express condition that we will not be responsible, nor, subject to Clause 9.2, shall we have any Liability, directly or indirectly, for any act or omission of you, your affiliates or your or their employees, agents, contractors or customers or any third party.
- 9.8 The provisions of the Clause 9 shall continue to apply after termination of this Agreement.
- 10. Termination**
- 10.1 You may terminate this Agreement with immediate effect at any time by either notifying us via your Account, or deleting your Account or in such a manner as we may specify.
- 10.2 We may terminate this Agreement immediately by notice in writing to you if we reasonably consider that our relationship with you may cause our brand or business to be brought into disrepute.
- 10.3 Each Party may terminate this Agreement immediately by notice in writing to the other Party if:
- 10.3.1 subject to Clause 10.1, the other Party is in material breach of any of its obligations under this Agreement, and, where such material breach is capable of remedy, the other Party fails to remedy such breach within a period of 10 Business Days of being notified of such breach by the Party;
- 10.3.2 the other Party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business;
- 10.3.3 the other Party gives notice to any of its creditors that it has suspended or is about to suspend payment or if it shall be unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986, or an order is made or a resolution is passed for the winding-up of the other Party or an administration order is made or an administrator is appointed to manage the affairs, business and property of the other Party or a receiver and/or manager or administrative receiver is appointed in respect of all or any of the other Party's assets or undertaking or circumstances arise which entitle the court or a creditor to appoint a receiver and/or manager or administrative receiver or administrator which entitle the court to make a winding-up or bankruptcy order or the other Party takes or suffers any similar or analogous action in consequence of debt in any jurisdiction; and/or
- 10.3.4 the other Party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this Agreement is in jeopardy.
- 10.4 Termination of this Agreement shall be without prejudice to any accrued rights or remedies of either Party.
- 10.5 Termination of this Agreement shall not affect the coming into force, or continuance in force, of any provision which is expressly or by implication intended to come into or continue in force on or after such termination.
- 10.6 On termination of this Agreement for any reason you shall cease to have access to the Services.
- 11. Data Protection**
- Please see our Privacy and Cookies Policy which forms part of this Agreement.
- 12. Indemnity**
- 12.1 You shall indemnify us, and keep us indemnified, against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by us arising out of or in connection with:
- 12.1.1 your breach, negligent performance or non-performance of this Agreement;
- 12.1.2 the enforcement of this Agreement;
- 12.1.3 any claim made against us for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with any the information and Content provided by you to us under this Agreement; and/or
- 12.1.4 any claim made against us by a third party (including a Company) for death, personal injury or damage to property arising out of or in connection with a Role, to the extent that such claim is attributable to the acts or omissions of you.
- 12.2 This indemnity in Clause 12.1 shall apply whether or not we have been negligent or at fault.
- 13. Notices**
- 13.1 Any notice given to either Party under this Agreement shall be in writing and shall be served:
- 13.1.1 by pre-paid recorded delivery or by hand if addressed to the Party concerned at its registered office or principal place of business;
- 13.1.2 by overnight courier; or
- 13.1.3 by e-mail provided that a confirmatory copy is given by hand or sent by pre-paid recorded delivery in accordance with Clause 13.1.1 within one Business Day of transmission.
- 13.2 A notice shall be deemed to have been received: if delivered personally, when left at the address referred to in Clause 13.1.1; if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or if sent by email, at the time at which the email has been sent.
- 13.3 The provisions of this Clause 13 shall not apply to the service of any proceedings or other documents in any legal action.
- 14. Assignment**
- You may not assign, transfer, charge or otherwise encumber, create any trust over, or deal in any manner with, this Agreement or any right, benefit or interest under it, nor transfer, novate or sub-contract any of your obligations under it, without our prior written consent (such consent not to be unreasonably withheld or delayed).
- 15. Severance.**
- 15.1 If any court or competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected.
- 15.2 If any invalid, unenforceable or illegal provision of this Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
- 16. Waiver**
- A waiver of any right or remedy under this Agreement is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 17. Third party rights**
- A person who is not a Party shall not have any rights under or in connection with this Agreement.
- 18. Variation**
- We may vary this Agreement at any time on the provision to you of written notice. If, following receipt of such notice from us, you

would prefer for this Agreement to come to an end, you may delete your Account.

**19. No partnership**

Nothing in this Agreement shall constitute a partnership or employment or agency relationship between the Parties.

**20. Counterparts**

This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

**21. Governing law and jurisdiction**

21.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England.

21.2 The Parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter.