# Lift Off Media Limited ("WOW" "we" "us" and "our")

Terms and Conditions of Supply of Services (the "Services Agreement")

We are Lift Off Media Limited (company number 09635426) . We are a company registered in England and Wales and our registered office is at 63-66 Hatton Garden 5th Floor Suite 23, London, Greater London, EC1N 8LE (trading as World of Workers" or "WOW"). We operate the website worldofworkers.com which is the location of the Platform via which Services are offered by us.

In accessing your User Account (as an individual User) or the User Account for your organisation (as the Authorised User for a corporate User) ( either type of User being referred to in this Agreement as "you" or "your" or a "User") on the WOW Platform (the "**Platform**") you will be deemed to be a User and as such must at all times act, in your capacity as a User, in accordance with this Agreement and the Platform Terms of Use (the "**Terms of Use**"), and you must refrain from any action which could cause either you or us to be in breach of this Agreement or the Terms of Use.

Each individual accessing an Account for a User will be designated an Authorised User and deemed, and hereby personally represents and warrants to us that he or she is, duly authorised by the User to accept this Agreement on behalf of the User, to thereby bind the User to this Agreement and to order Services and access and enter data under this Agreement on behalf of the User.

### **Background**

1. You are a User who has registered a User Account on the WOW Platform.
2. You are involved in the provision, arrangement of, or use of personal services or labour or the provision of services in support of the provision of, or payment for, labour in relation to a labour supply chain.
3. We offer various Services to Users relating to such labour supply and you would like to receive one or more of such Services.

**It is agreed** as follows:

## Definitions and interpretation

### In this Agreement, unless the context otherwise requires, words shall have the meanings set out in the Terms of Use or the above sections of this Services Agreement and the following further definitions shall apply:

**"Agreement"** means this Services Agreement (including any schedule or annexure to it and any document in agreed form) and the Terms of Use, and any other documents expressly incorporated into this Agreement by explicit reference, each as amended from time to time in accordance with its terms.

**"Alert"** means any of the alerts listed in the Service Terms relating to a particular Available Service.

**"Applicable Law"** means Data Protection Laws and any and all laws, statutes acts, regulations, codes, judgments, orders, directives, proclamations or determinations applicable to the provision of the Services, (including any and all restatements, updates or amendments from time to time).

**"Applicable Services"** means any Available Services from time to time selected by you and that we agree to supply in accordance with this Agreement,.

**"Authorised User**" means, in the case of a corporate User, any of your employees, agents, directors or contractors, duly approved by you to use your User Account on your behalf and issued with a user ID and password in accordance with the Platform processes.

**"Available Services"** means the following services for the following types of User, (particular Services not being "Available" for any type of User other than those listed alongside the relevant Services below):

#### Payroll Support Services for Intermediaries [and End Users];

#### Introductory Services for Affiliates;

#### Compliance Services for Intermediaries and/or End Users;

#### Work-Finding Services for Workers; and

#### Recruitment Services for End Users and Intermediaries.

**"Business Day"** any day (other than Saturday or Sunday) on which clearing banks are open for business in London.

**"Business Hours"** means [9 am to 5 pm] on any Business Day.

**"Change of Control"** means a change of control within the meaning of Section 450 of the Corporation Tax Act.

**"Change of Law"** means any change of Applicable Law which impacts the Agreement or any Applicable Services after the date of this Agreement or (as the case may be) Service Commencement Date to any material extent.

**"Compliance Services"** means compliance support services for End Users or Intermediaries.

**"Confidential Information"** means all confidential information which is disclosed, or made available, directly or indirectly by one party to the other whether before, on or after the date of this Agreement, and whether orally, in writing, in electronic form or other media, which relates to a party's business including without limitation its products, operations, processes, plans or intentions, developments, trade secrets, know how, market opportunities, personnel, suppliers and customers of the party disclosing it, include reference to any specific information under this Agreement which is confidential, any other information which is identified as being of a confidential nature or would appear to a reasonable person to be confidential and all information derived from any of the above together with the existence or provisions of the Agreement and the negotiations relating to it.

**"Data Protection Laws"** means any applicable laws and regulations in any relevant jurisdiction relating to the use or processing of personal data including: (i) EU Regulation 2016/679 ("GDPR"); (ii) any laws or regulations ratifying, implementing, adopting, supplementing or replacing the GDPR (including, in the UK, the Data Protection Act 2018 ("DPA") and (when in force) the UK GDPR as defined in The Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 ("UK GDPR")); (iii) any laws and regulations implementing or made pursuant to EU Directive 2002/58/EC (as amended by 2009/136/EC) (including, in the UK, the Privacy and Electronic Communications (EC Directive) Regulations 2003); and (iv) any guidance or codes of practice issued by a governmental or regulatory body or authority in relation to compliance with the foregoing; in each case, as updated, amended or replaced from time to time.

**"DP Regulator"** means any governmental or regulatory body or authority with responsibility for monitoring or enforcing compliance with the Data Protection Laws.

**"End User"** means in relation to any Supply Chain the entity at the top of that chain in receipt of the services of Workers and/or Intermediaries involved in the relevant supply chain .

**"Force Majeure"** means any cause preventing a party from performing any or all of its obligations arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the party so affected.

**"Group Company"** means in relation to an entity which is a party to this Agreement that entity, any body corporate of which that entity is a subsidiary (as defined in section 1159 of the Companies Act 2006), any other subsidiary of such body corporate and any subsidiary of that entity.

**"Intellectual Property Rights"** means patents, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.--

"**Introductory Services**" means introductory and related services for Affiliates the content and terms for which are as specified as such and set out in this document

"**ITEPA**" means the Income Tax (Earnings and Pensions) Act 2003.

"**Loss"** means any demand, contribution, claim, action, proceeding, liability, loss, damage, costs, expenses, tax, national insurance contributions and charges and any related penalties, fines or interest whatsoever whether founded in statute, contract, tort or otherwise made or brought against or incurred (including without limitation all losses, liabilities, settlements and compensation and costs incurred as a result of defending or settling any claims).

#### "**Payroll Support Services**" means payroll support and related services for Intermediaries the content and terms for which are as specified as such and set out in in this document.

**"Privacy Policy"** means the privacy policy available on world of workers.com as updated from time to time.

**"Recruitment Services"** for End Users and Intermediaries the content and terms for which are as specified as such and set out in this document.

**"select"** or **"selected"** or **"selection"** means in relation to any Available Service:

the selection via the Platform of the relevant Available Service following on-screen prompts; and

such selection thereby forming a binding offer by you to enter into a contract with us relating to the relevant Services.

**"Serious Compliance Breach"** means any compliance failure specified as such in this Agreement.

**"Service Commencement Date"** has the meaning set out in Clause [5] as may be varied in accordance with this Agreement.

**"Service Charges"** means the sums payable for a Service as set out in the Service Terms.

**"Services Description"** means in relation to particular Services any description from time to time in or linked from this Services Agreement.

**"Service Terms"** means the standard terms on the Platform (including any Services Description) for a particular Available Service setting out each party's obligations, including the timetable for their performance, Service Charges, information to be provided and related matters, as may be updated and amended and (for a particular User) modified from time to time in accordance with this Agreement.

**"Supply Chain"** means the chain of entities identified by a User and in turn by other Supply Chain Members when creating or updating their Accounts in relation to a Supply Chain Project from and including any Worker to any End User inclusive, in relation to a Supply Chain Project.

**"Supply Chain Member"** means any entity in the Supply Chain, relating to a particular Supply Chain Project.

**"Supply Chain Project**" or "**Project**" means any project or assignment or service supply arrangement in respect of which one entity or more involved in the project or assignment or service supply arrangement has become a User.

**"Territory"** means England and Wales.

**"Third Party Information"** means the information partly or wholly received from any third party or otherwise described as such in any Service Terms relating to an Applicable Service.

**"Third Party Materials"** has the meaning set out in Clause [6].

**"TUPE"** means the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended from time to time and any other legislation enacted to give effect to Council Directive 23/2001 and/or any equivalent or similar legislation regarding the transfer of employees in respect of jurisdictions outside the European Union.

"**VATA**" means Value Added Tax 1994 and all other statutes, statutory instruments, regulations and notices containing provisions relating to value added tax.

"**VAT**" means value added tax imposed levied or charged under the VATA in the United Kingdom (where applicable) and any value added, turnover, sales, purchase or similar tax of any other jurisdiction and references to VAT shall be construed accordingly.

"**weekly**" means at the end of the relevant week, running from Saturday to Friday or (where the Friday is not a Business Day, the last Business Day before that), and "**2 weeks**" or "**fortnightly**" shall be construed accordingly.

"**Work-Finding Services**" means the work-finding and related services for Workers the content and terms for which are as specified as such and set out in this document

### In this Agreement, unless the context otherwise requires:

#### words in the singular include the plural and vice versa and words in one gender include any other gender;

#### a reference to a statute or statutory provision includes:

##### any subordinate legislation (as defined in section 21(1), Interpretation Act 1978) made under it; and

##### any statute or statutory provision which modifies, consolidates, re-enacts or supersedes it whether such statute or statutory provision comes into force before or after the date of this Agreement;

#### a reference to:

##### any party includes its successors in title and permitted assigns; and

##### a party, clause and schedule is to a party to, a clause of and a schedule to this Agreement;

##### a person includes any individual, firm, body corporate, association or partnership, government or state (whether or not having a separate legal personality)

#### a reference to "in writing" or "written" includes email or any other form of electronic communication expressly provided for via the Platform;

#### the words "includes" or "including" shall be construed as illustrative only and shall not limit the generality of the preceding words;

#### the words "verified", "checked", "confirmed", "read" and "refreshed" shall have the meaning from time to time set out on the Platform, provided that they shall not serve to mean that any guarantee is given that the relevant facts or status is correct and shall merely mean that a relevant source of information has been reviewed and appears in our reasonable opinion to support the fact or status and "verification", "check", "confirmation", "read" and "refresh" shall be construed accordingly; and

#### the table of contents and headings are inserted for convenience only and shall not affect the interpretation of this Agreement.

### If there is any conflict or inconsistency between any part of this Agreement and any other then the following order of priority shall apply with each provision prevailing over any provision or document lower on the list:

#### any Clause of this Services Agreement;

#### the Terms of Use;

#### any schedule to this Services Agreement;

#### the Service Terms (other than Services Descriptions within Service Terms); and

#### Services Descriptions

## Commencement and Duration

### This Agreement shall commence in accordance with the Terms of Use in relation to use of the Platform.

### This Agreement shall commence in relation to any particular Applicable Services on the date on which, you having selected the relevant Services, we indicate our acceptance via the Platform (in accordance with clause 5) or otherwise start performing the relevant Services (which shall thereby be Applicable Services) and shall continue, until terminated in accordance with [clause](https://uk.practicallaw.thomsonreuters.com/Document/Idfa821d0e25211e398db8b09b4f043e0/View/FullText.html?navigationPath=Search%2Fv1%2Fresults%2Fnavigation%2Fi0ad740110000016b8ea79a2c01131b60%3FNav%3DKNOWHOW_UK%26fragmentIdentifier%3DIdfa821d0e25211e398db8b09b4f043e0%26parentRank%3D0%26startIndex%3D1%26contextData%3D%2528sc.Search%2529%26transitionType%3DSearchItem&listSource=Search&listPageSource=2c7e62a91f87111874ef683418dfd8c8&list=KNOWHOW_UK&rank=7&sessionScopeId=85a8eafd66124e6bb9713ad932b828a2f5fe2d270110de92f5c6e468bb54f031&originationContext=Search%20Result&transitionType=SearchItem&contextData=(sc.Search)&navId=687111D27941CA76A6C654C8BE0E65F5&comp=pluk&view=hidealldraftingnotes#co_anchor_a735533) (Termination).

### The parties shall comply with their obligations under any Applicable Service from the Service Agreement Date until termination of this Agreement or (if earlier) the relevant Service is terminated in accordance with the term of this Agreement.

## Our contract with you, and who it affects

### This Agreement applies to the obligations we have to each other in relation to any Applicable Service. The terms of this Agreement apply to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

### You should print a copy of this Agreement or save it to your computer for future reference.

### Only relevant to corporate Users. To the extent that:

#### any Group Company of yours benefits directly or indirectly from the Services relating to any Applicable Service, or is otherwise involved in those Services or (in the case of Compliance Services) relevant Supply Chain, you shall procure that it shall comply with the terms of this Agreement as if it were a party to it as a Member and any breach by it of those terms or other non-compliance by it shall be deemed to be a breach by you;

#### any Group Company of ours suffers Loss as a direct or indirect result of any act or omission of you or any of your Group Companies in relation to this Agreement which is or would (if such Group Company were a party to this Agreement in your place) be a breach of this Agreement or non-compliance in relation to this Agreement or otherwise create an obligation to indemnify us then you shall indemnify us or (at our direction) our Group Company in respect of such Loss; and

#### any act or omission of any of your Group Companies would (if such Group Company were a party to this Agreement in your place) be a breach of this Agreement or non-compliance in relation to this Agreement or any Applicable Service, and is in our reasonable opinion relevant to this Agreement or Service, then we shall have the right to exercise our rights against you and/or take other action as if that act or omission has been your act or omission.

## Your Account and Authorised Users

### You are referred to the provisions of the Terms of Use in relation to use of the Account and the responsibilities of Users and Authorised Users.

### You shall, at all times during and after the term of this Agreement, indemnify us and keep us indemnified against any Loss we suffer to the extent that such Loss was a direct or indirect result of the your failure to properly observe your obligations under [the Terms of Use in relation to use of the Account and the responsibilities of Users and Authorised Users](https://uk.practicallaw.thomsonreuters.com/Document/I95c5c20fe67a11e398db8b09b4f043e0/View/FullText.html?navigationPath=Search%2Fv1%2Fresults%2Fnavigation%2Fi0ad740140000016b8f66a835b0e02907%3FNav%3DKNOWHOW_UK%26fragmentIdentifier%3DI95c5c20fe67a11e398db8b09b4f043e0%26parentRank%3D0%26startIndex%3D1%26contextData%3D%2528sc.Search%2529%26transitionType%3DSearchItem&listSource=Search&listPageSource=18a5040e8a5b246fe61a268f031fdb0e&list=KNOWHOW_UK&rank=1&sessionScopeId=df166da7ec3a843984b18945450effb80ada2c7518d3a305e180169fa890712f&originationContext=Search+Result&transitionType=SearchItem&contextData=%28sc.Search%29&navId=47E862099EB445A189B162745DE969CB&comp=pluk#co_anchor_a831135) .

* 1. **Service Selection Process**
     1. In order to make an order for an Available Service you should follow the onscreen prompts on the Platform at worldofworkers.com to place an order for any Available Service which you wish to select .
     2. You may only select , or accept the terms of, any Available Service using the method set out above and via the processes on the Platform save to the extent expressly agreed otherwise by us in writing.
     3. Please check the selection carefully before confirming it. You are responsible for ensuring that your order and any selection and related specification submitted by you is complete and accurate.
     4. After you make your selection, you will receive a notification from us to such email address or other contact details provided by you on your Account or as we may otherwise provide via the Platform acknowledging that we have received it, but please note that this does not mean that your selection has been accepted. Our acceptance of your selection will take place as described in clause 5.5.
     5. Our acceptance of your selection relating to an Available Service takes place when we inform you by notice to such email address provided by you on your Account to accept it (**Order Confirmation**) or as we may otherwise confirm via the Platform, at which point and on which date (**Service** **Agreement Date**):

#### the agreement between you and us relating to the Applicable Service will come into existence; and

#### save to the extent specified otherwise in the Applicable Service Terms the services under that Applicable Service will commence (**Service Commencement Date**).

* + 1. Each Applicable Service shall form part of this Agreement and shall not form a separate contract to it.
    2. If we are unable to supply you with an Applicable Service for any reason, we will inform you of this by notice to such email address or other contact details provided by you on your Account or as we may otherwise confirm via the Platform and we will not process your selection. If you have already paid for the Applicable Service, we will refund you to the extent the Service has not been delivered.

## The Available Services

### Any general descriptions or illustrations on the Platform are published for the sole purpose of giving an approximate idea of the services described in them. They will not form part of the Agreement or have any contractual force save to the extent they form part of the relevant Services Description for the relevant Available Service.

### We reserve the right to amend the specification or Services Description of or Alert regime relating to any Available Service and Service Terms in accordance with clause 22.

### Subject to clause 11 (Liability) we do not make any representation or give any warranty, term or condition, express or implied:

#### as to the availability, functionality, features or performance of an Applicable Service or the Platform;

#### as to the accuracy, currency or completeness of information and guidance contained in an Applicable Service or the Platform;

#### that access to an Applicable Service or the Platform will be free from infection by viruses; or

#### that access to an Applicable Service will be secure, uninterrupted, or free of technical problems.

### An Available Service may contain content which is not maintained by us including Third Party Information and other content from third parties (including publicly available information or information from an Affiliate) and content provided by you for your Account and information or confirmation required from you) (together the "**Third Party Materials**"). Such Third Party Materials are made available for your convenience and information only. Third Party Materials are not under our control and we are not responsible for the content or accuracy or updating of the Third Party Materials or those sites or the products or services offered on or through the Third Party Materials and we shall not be liable for any Loss suffered as a direct or indirect result of any defect or inaccuracy or incompleteness or currency in or of any such Third Party Materials. Nor can we guarantee that Third Party Materials will not change without our knowledge. The inclusion of a Third Party Material does not imply our endorsement of the Third Party Material or that we are in any way connected with the relevant third party including any Affiliate.

### Subject to the terms of clause 6.4, clause 11(Liability) and the Service Terms, we shall provide the Applicable Services using reasonable care and skill.

### We will use all reasonable endeavours to meet any performance dates specified in any Service Terms, but any such dates are estimates only and failure to perform the relevant Applicable Services by such dates will not give you the right to terminate the Agreement or Applicable Services .

### We may suspend access to the Platform and/or the supply of any Applicable Service for maintenance or during any event of Force Majeure or to:

#### deal with technical problems or make minor technical changes;

#### update the service to reflect and Change of Law; or

#### make changes to the service as requested by you or notified by us to you.

### We will use reasonable endeavours to contact you in advance, via the Platform or otherwise, to tell you we will be suspending supply of an Applicable Service (including in relation to maintenance), unless the problem is urgent or an emergency. If we suspend the service [for longer than 1 day in any week we will adjust the price so that you do not pay for the Applicable Service while it is suspended. You may contact us to end the Applicable Service if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 3 days and we will refund any sums you have paid in advance for the relevant Applicable Services to the extent the Service has not been delivered or referable to the period when the Services are not delivered.

### If you do not pay us for an Applicable Service in accordance with this Agreement and you still do not make payment within 14 days of us giving you notice, via the Platform or otherwise, that payment is due, we may, without prejudice to any other rights we may have, suspend supply of any or (at our discretion) all the Applicable Services until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the Applicable Services.

## Your obligations

### You warrant covenant and undertake that:

#### the terms of your order or selection relating to any Available or Applicable Service (including any information or confirmation required from you) are and will be kept complete and accurate and current;

#### you will co-operate with us in all matters relating to your User Account, the Applicable Services including the provision of such additional information as we may from time to time require about your processes;

#### you will provide us (via your User Account or as otherwise from time to time specified by us in writing or via prompts on the Platform) with such information and materials as we may reasonably require in order to supply the Applicable Services, and ensure that such information is complete and accurate in all material respects and kept up to date as required by us via the Platform or otherwise;

#### you will obtain and maintain all necessary licences, permissions and consents which may be required for each Applicable Service before the Service Commencement Date for the relevant Service;

#### you will pay for the Applicable Service in accordance with the Service Terms; and

#### you will comply with all Applicable Laws and will not commit a Serious Compliance Breach or other breach entitling us to terminate the Agreement or any Applicable Service and will not cause (by act of omission) another Member to commit any such Serious Compliance Breach or breach of the terms of this Agreement including any Service Terms Compliance Services where such Member is part of an Applicable Supply Chain.

### You will comply with your obligations under the Terms of Use including in relation to use of the Services (as set out in clause 5 of the Terms of Use), User Content as set out in clause 6 of the Terms of Use and Intellectual Property Rights as set out in clause 8 of the Terms of Use.

### If our ability to perform the Applicable Service is prevented or delayed or otherwise adversely affected in any material respect by any failure by you to fulfil any obligation you owe us or any breach by you of Applicable Law (**"Your Default"**):

#### (without prejudice to any other rights we may have) we will be entitled to suspend performance of the Service until you remedy Your Default, and to rely on Your Default to relieve us from the performance of the Service, in each case to the extent Your Default prevents or delays performance of the Service. In certain circumstances Your Default may entitle us to terminate the contract (Termination) or Terms of Use;

#### you acknowledge and accept that, in the case of any Supply Chain Project where we provide Compliance Services to any other Supply Chain Member such other Supply Chain Member may be entitled to terminate its contract with you relating to the relevant Supply Chain Project;

#### we will not be responsible for any Loss you sustain or incur arising directly or indirectly from our failure to perform or delay in performing Applicable Services including any Loss directly or indirectly resulting from the termination of your status as a Supply Chain Member relating to any Supply Chain; and

#### it will be your responsibility to reimburse us on written demand for any Loss we sustain or incur arising directly or indirectly from Your Default including the cost of services we perform to check whether that you are compliant in our opinion.

### The provisions of this clause 7 are without prejudice to our other rights and remedies and we shall be entitled to charge you for any Applicable Service while it is suspended due to Your Default.

## Charges

### You shall pay the relevant Service Charges for a particular Applicable Service save to the extent expressly provided otherwise in the relevant Service Terms .

### Where the Service Charges are calculated on a time and materials basis (such as for a consultancy service or an implementation support service) then unless expressly agreed otherwise in Service Terms:

#### our hourly and daily fee rates for each individual person shall be as set out in the Platform and calculated on the basis of an eight-hour day, worked during Business Hours; and

#### we shall be entitled to charge an overtime rate (the "**Overtime Rate**") of an additional 50% of the hourly fee rate set out in the Platform on a pro-rata basis for any time worked by individuals whom we engage on the Service outside Business Hours.

### Where the Service Charges are calculated on a fixed price basis (per Service unit or for any period), the amount of those charges shall be as set out in the relevant Service Terms.

### We shall invoice you for the Service Charges at the intervals specified in the Service Terms . If no intervals are so specified, we shall invoice you at the end of each month for Services performed during that month.

### You shall pay each invoice submitted to you by us within 30 days of receipt to a bank account nominated in writing by us from time to time. Unless and until we agree otherwise such payments should be by direct debit but we shall be entitled to require you to pay via BACS, standing order or such other method as we may reasonably require from time to time.

### Without prejudice to any other right or remedy that we may have, if you fail to pay us any sum due under this Agreement on the due date:

#### you shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this Clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%;

#### we may suspend part or all of the Services until payment has been made in full and the provisions of Clause 7 shall apply; and

### all sums payable to us under this Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

### We shall be entitled to increase Service Charges (and any other Charges for the Services) once in any calendar year on three months' notice in writing.

### VAT shall be payable on the entirety of the Service Charges. Unless expressly stated otherwise all stated prices are exclusive of VAT.

## Confidentiality

### Each party receiving Confidential Information ("**Recipient**") from the other ("**Disclosing Party**") shall keep that information confidential and shall:

#### use the Disclosing Party's Confidential Information solely for the purposes of performing its obligations or exercising its rights under this Agreement;

#### keep the Disclosing Party's Confidential Information secure and take no lesser security measures and degree of care to protect the Disclosing Party's Confidential Information than the Recipient applies to its own confidential information and in any event no lesser than that which a reasonable person or business would take in protecting its own confidential information; and

#### not disclose the Disclosing Party's Confidential Information to any third party except with the prior written consent of the Disclosing Party or as permitted by this Clause 9 .

### Notwithstanding Clause 9.1, you acknowledge and agree that, in accordance with our privacy policy available at worldofworkers.com

### Notwithstanding Clause 9.1, the Recipient may disclose the Disclosing Party's Confidential Information to its directors and employees and any sub‑contractors or other third parties which are directly involved in, and strictly need to know such Confidential Information for the purpose of, enabling the Recipient to perform its obligations or exercise its rights under this Agreement. The Receiving Party shall ensure that all such directors, employees, sub-contractors and third parties are aware of the confidential nature of the information and the Receiving Party shall impose upon them, and procure compliance with, confidentiality obligations (in confidentiality undertakings or otherwise) which are substantially the same as those which are set out in this Clause 9.3 except that disclosure by such sub-contractors or other third parties shall be prohibited.

### The Receiving Party shall immediately inform the Disclosing Party in writing if the Receiving Party becomes aware that any Confidential Information has been disclosed to any unauthorised third party.

### The obligations of confidentiality set out in this Clause 9 shall not apply:

#### where the Disclosing Party has given its specific prior written consent to the disclosure;

#### to Confidential Information which has entered the public domain, other than as a result of a breach of this Clause 9;

#### where the Recipient can show that the information was obtained, free from any restrictions as to its use or disclosure, from a third party who was free to divulge it; and

#### where the information was developed by, or for, the Recipient independently of any information received under this Agreement and by persons who had no access to, or knowledge of, that information.

### The Recipient shall not be in breach of this Clause 9 where it is required to disclose the Disclosing Party's Confidential Information by a court or regulatory authority of competent jurisdiction. Where the Recipient is so required to make such a disclosure, it shall, where practicable and/or permissible, consult with the Disclosing Party as to the terms, content or timing of the disclosure, and shall use reasonable endeavours to limit the scope of the required disclosure and to maintain the confidentiality of the disclosed Confidential Information to the extent possible.

### To the extent that the Disclosing Party's Confidential Information is no longer required by the Recipient to enable the Recipient to perform its obligations (including in relation to the retention of statutory records) or exercise its rights under the Agreement, the Recipient shall (and shall procure that its directors, employees, sub-contractors and other relevant third parties shall) to the extent technically practicable:

#### return to the Disclosing Party immediately upon demand such Confidential Information together with any copies, notes, analyses or records of such Confidential Information and any documents and other material (including [without limitation] all electronically generated or stored data) containing, reflecting or deriving from the Confidential Information which are in its possession or under its control; or

#### (at the Disclosing Party's option) destroy it.

### The parties acknowledge that damages may not be an adequate remedy for a breach of this Clause 9 or the confidentiality undertakings entered into by their directors, employees, sub‑contractors and other third parties pursuant to Clause 9.3. Each party shall be entitled to seek any legal or equitable relief, including injunctive relief or specific performance, upon the breach (or reasonably anticipated breach) of any part of this Clause  9.3 or of the confidentiality undertakings which the Receiving Party is required to obtain for the purposes of disclosure pursuant to Clause 9.3.

## Data Protection

### The terms "Data Subject", "Personal Data", "process", "processing", "transfer" (in the context of transfers of Personal Data) and "technical and organisational measures" shall have the meanings set out in and otherwise be interpreted in accordance with the GDPR, UK GDPR and other applicable Data Protection Laws.

### The Parties acknowledge and agree that each party shall be a separate and independent controller of the Personal Data shared under this Agreement and shall process the same only for the purposes of compliance with their obligations as set out in this Agreement.

### We will handle any personal information relating to you in accordance with the terms of the Privacy Policy.

### In relation to the performance of its obligations under this Agreement, each Party shall comply with the provisions of the Data Protection Laws and not do, cause or permit anything to be done which may result in a breach by the other party of Data Protection Laws in connection with the processing of Personal Data under this Agreement.

### Each party shall co-operate with the other party and provide such information and assistance as the other party may reasonably require to enable the other party:

#### to comply with its obligations under Data Protection Laws in respect of the Personal Data shared under this Agreement; and

#### to deal with and respond to all investigations and requests for information relating to the Personal Data processed under this Agreement from the relevant Data Subject or from a DP Regulator.

### If either party receives any complaint, notice or communication which relates directly or indirectly to the processing of Personal Data by the other party or to either party's compliance with the Data Protection Laws, it shall promptly notify the other party and it shall provide the other party with reasonable co-operation and assistance in relation to any such complaint, notice or communication.

### Where you transfer Personal Data to the us (the "**Receiving Party**"), you warrant and represent to us that you have:

#### the right to transfer such Personal Data to us for us to use for the purposes set out in this Agreement and our Privacy Policy (including sharing such Personal Data with third parties in the same supply chain (as described in our Privacy Policy); and

#### either:

##### obtained all necessary consents to transfer the Personal Data to us at the appropriate time, or

##### secured another lawful basis, in accordance with Data Protection Laws, to process the Personal Data and to share such Personal Data with us for processing as envisaged by this Agreement; and

#### provided appropriate privacy notices to the relevant Data Subjects (as required by Data Protection Laws) to enable it to share the Personal Data with the Receiving Party for the purposes of providing the services envisaged by this Agreement including providing the relevant Data Subjects with access to our Privacy Policy to enable us to comply with our necessary transparency and lawfulness requirements under Data Protection Law.

#### Each Party shall implement technical and organisational measures in accordance with Data Protection Laws, to protect the Personal Data (i) from accidental or unlawful destruction, and (ii) loss, alteration, unauthorised disclosure of, or access to the Personal Data (a "Security Incident"). Each Party shall provide such assistance as is reasonably requested by the other to enable the other to comply with its security obligations under Data Protection Law.

### You shall indemnify us and keep us indemnified at you own expense against all Loss incurred by us or for which we may become liable due to any failure by you or your subcontractors, agents or personnel to comply with any of its obligations under this clause 10 or under the Data Protection Laws.

#### 

## Liability

### Nothing in the Agreement limits any liability which cannot legally be limited, including liability for:

#### death or personal injury caused by negligence; and

#### fraud or fraudulent misrepresentation.

### Subject to clause 11.1 we will not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Agreement for:

(d) loss of profits;

(e) loss of sales or business;

(f) loss of agreements or contracts;

(g) loss of anticipated savings;

(h) loss of use or corruption of software, data or information;

(i) loss of or damage to goodwill; and

(j) any indirect or consequential loss.

### Subject to clause 11.1, we are not responsible for:

#### any

##### User Content

##### other information supplied by you in relation to your Account including Your Information (as defined in the relevant Service);

##### Third Party Information or Material (including anything defined as such in the relevant Service Terms) obtained by us in good faith; or

##### any elements of a Service to the extent they have been customised at your request and with your involvement in design

##### in relation to any Applicable Service, the Platform, or your Account, or any assessment we or any other person makes or actions we or they take or omit to take in reliance or partial reliance on such information;

#### any use of an Applicable Service, the Platform, our Services, or your Account which is not authorised by us;

#### any malfunction or interruption to the Applicable Service, the Platform, or your Account due to unforeseeable circumstances that prevent us from fulfilling our obligations to you;

#### errors, viruses or bugs present in or arising from your use of the Applicable Service, the Platform, or your Account;

#### incompatibility of the Applicable Service, the Platform, or your Account with any other software or hardware (including any of your devices); and

#### any act or default of any third party platform, service provider, supplier, device manufacturer or provider of a device operating system, which are beyond our reasonable control.

### Subject to clauses 11.1, 11.2 and 11.3 and 11.5 our maximum total liability to you arising under or in connection with the Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will be limited :

#### In aggregate in relation to the Agreement and all Services to the higher of

##### £1,000,000; and

##### 75% of the total Service Charges paid by you under the Agreement;

#### and

#### in relation to a particular Service to the amount if any set out in the Service Terms relating to that Applicable Service.

### You are referred to the provisions of the Terms of Use (which shall apply to this Agreement) in relation to the use, functionality and availability of the Platform and

#### we do not guarantee that the Platform or any Applicable Services will be fit for purpose, free from bugs or errors or that your access will be free from interruptions (for example there may be downtime for maintenance or updates or any power or server outages or other reasons outside our control). However, where we are made aware of technical issues then we will always, subject to this clause 11 generally and other terms of this Agreement, use reasonable endeavours to try to fix them; and

#### we are not responsible for any lack of functionality or failure to provide any part of the Platform, your Account, any Applicable Service, or any loss of content or data that is due to: your equipment, devices, operating system or internet connection, your failure to download the most recent published version of the Applicable Service or meet the compatibility requirements or the consequences of you changing your equipment, device, operating system or internet connection.

### We are not responsible for, and shall have no liability in respect of, advising on availability of, or requirement for or efficacy of any insurance save to the extent expressly provided for in any Applicable Service.

### You shall indemnify us against all Loss arising from or incurred by us by reason of

#### User Content; or

#### other information supplied by you in relation to your Account or relevant Applicable Service); [or

#### any elements of a Service to the extent they have been customised at your request and with your involvement in design

#### being incomplete or incorrect, or your misuse of any Service, the Platform or Account.

### To the extent that the Applicable Services rely on or comprise Third Party Information or Materials we shall use our reasonable endeavours to select third party information providers who appear to us to be reputable but we shall not be liable for any Loss you may suffer or defect in the Applicable Services if any of that Information or Material is incorrect or incomplete.

### To the extent that we confirm for the purposes of any Applicable Services that we have verified or checked or confirmed or read or refreshed (or undertaken anything analogous or similar in relation to) any information or there has been a verification or check or confirmation or read or refresh (or anything analogous or similar) in relation to the same, and that information is wholly or partly derived from information obtained from you or Third Party Information our obligation will, save to the extent expressly otherwise provided in the relevant Service Terms, be only to look at or (in the case of a telephone call or meeting) listen to the relevant information to check that it appears on the face of it to confirm the relevant circumstance or fact relevant to those Services and we shall, for example, have no obligation to check for fraud or error on the part of the data provider or (save to extent set out in the relevant Services Description) to update the verification or a check or a confirmation or read or refresh.

### If to the extent permitted by law we agree in relation to a Service to alert you by email or via the Platform as to any development or change or adverse factor within our reasonable knowledge, we shall do so soon as reasonably possible after we have carried out the relevant check or (if later) resolving any clarification or challenge process.

### To the extent any Service involves assessing compliance with any legal or regulatory requirement:

#### you acknowledge that we are not qualified lawyers and that you should take separate independent legal advice in relation to any issue of material importance including any issue involving potential or actual criminal liability on the part of any person; and

#### the law and regulation in relation to which checks are carried out in relation to a particular Service are those in force in the Territory as at the date from time to time specified in the Platform as the last date on which it was updated in terms of compliance assessment procedures for that Service and we shall not be liable in respect of any non-compliance relating to any other law or regulation .

## Payment support and related services

### Any payments in relation to any User relating to the services provided by or for that User shall be made under or in respect of the contract that User has with the maker or recipient of the payment . We shall not effect such payments or be a party to such payments or responsible for such payments.

## Termination

### We shall be entitled, at our sole discretion and without prejudice to any other remedies that may be available, to immediately terminate this Agreement or (at our option) any relevant Service(s) including your access to all or part of the Platform and Applicable Services with or without notice if we determine that:

#### you have breached any of the terms of this Agreement; or

#### you are in or have committed any Serious Compliance Breach in relation to an Applicable Service; or

#### you notify us in writing that you do not agree new Service Terms notified to you in accordance with this Agreement relating to an Applicable Service.

#### there is a Change of Law materially affecting our ability to perform relevant Services on reasonable commercial terms or at all.

### We shall be entitled, at our sole discretion, to immediately terminate this Agreement if there is a Change of Control in relation to you and in our reasonable opinion that renders you unsuitable to be a User.

### Without prejudice to any other rights or remedies, either party may, by written notice to the other, terminate this Agreement (in whole or in part) or Applicable Service with immediate effect on or within a reasonable time after the happening of any of the following events:

#### the other party commits a material breach of this Agreement or Service Terms (as relevant) which is incapable of remedy;

#### the other party commits a material breach of this Agreement or Service Terms which is capable of remedy and fails to remedy such material breach within 20 Business Days after receiving written notice requiring it to remedy that material breach;

#### the other party repeatedly breaches this Agreement or Service Terms in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to perform its obligations in accordance with this Agreement or Service Terms;

#### the other party suspends, or threatens to suspend payment of its debts or is deemed unable to pay its debts within the meaning of section 123(1), Insolvency Act 1986 or, in the case of an individual, is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case within the meaning of section 268, Insolvency Act 1986, or, in the case of a partnership, has any partner to whom any of the foregoing apply;

#### the value of the assets of the other party is less than its liabilities (taking into account actual, contingent and prospective liabilities);

#### a moratorium is declared in respect of any indebtedness of the other party;

#### the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business;

#### a petition is presented on bona fide grounds, or a resolution is passed, or an order is made, for the winding up, provisional winding up, or bankruptcy of the other party, other than for the sole purpose of a solvent amalgamation or solvent reconstruction of that other party;

#### a receiver, administrative receiver, administrator, compulsory manager or any similar officer is appointed in respect of the other party or any of its assets, or any step is taken towards the appointment of any such officer;

#### the other party commences negotiations in relation to, or enters into, any arrangement, compromise, assignment or composition with its creditors or any class of them (with or without first having sought or obtained a moratorium);

#### enforcement of any security over any assets of the other party; or

#### any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 13.3 (d) to (k) inclusive.

### We may terminate this Agreement or any Applicable Service by giving you 3 months prior written notice at any time or as otherwise specified in the Service Terms. In addition you may terminate:

#### any Service as specified in any Service Terms;

#### any Service Terms if the relevant Service Terms or Services Description:

##### are amended by us in accordance with clause 22.1 (c) ; and

##### the changes potentially reduce your rights or potentially increase your liability to us in any material respect; and

##### you notify us in writing of the termination within 30 days of the relevant changes.

### Where either party terminates an Applicable Service or an Applicable Service expires, the remainder of this Agreement and all other Applicable Services shall not automatically terminate and shall remain in full force and effect save for where this Agreement or Services are expressly terminated in accordance with the terms of this Agreement or Service Terms as the case may be.

### Where a party has the right to terminate under any of clauses 13.4(b) in respect of a breach of the terms of any Service, and any relevant Service Terms provides for use of the dispute resolution process in clause 26 the other party may refer to the process in clause 26 and the right to terminate shall be suspended until such process has been exhausted.

## Consequences of termination

### On termination or expiry of this Agreement:

#### you shall pay to us all of our outstanding unpaid invoices and interest and, in respect of the Services supplied but for which no invoice has been submitted, we may submit an invoice, which shall be payable immediately on receipt;

#### each party shall comply and continue to comply with clause 9 relating to confidential information;

#### any provision of any Service Terms relating to the holding of information for compliance or regulatory or insurance purposes for any period (and any charges applicable to the holding of that information) shall continue in effect and without limitation you shall be obliged to continue to pay relevant charges as provided for in the relevant Service Terms; and

#### the following other clauses shall continue in force: clause 1 (Interpretation), clause 15 (TUPE), clause 11 (Liability), clause 14 (Consequences of termination), clause 23 (Waiver), clause 21 (Severance), clause 26 (Dispute resolution procedure) and clause 27 (Governing law and jurisdiction).

### Termination or expiry of this Agreement or any Applicable Services shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

## TUPE

### On each Service Commencement Date you shall indemnify and keep us indemnified for all Loss incurred or suffered by us in relation to any claim or allegation made at any time by or on behalf of any of your past, current or future employees or any third party's past, current or future employees against us arising from the application of TUPE on the commencement or, or in relation to the continuing or amended operation of, any Applicable Service.

### We shall indemnify and keep you and any new supplier (being any person who provides you with any services which are substantially similar to the Services relating to any of the Applicable Services and which, immediately prior to the date on which we cease providing the Applicable Service, were provided under this Agreement) indemnified against all Loss which you or the new supplier may incur or suffer arising out of or in connection with the application of TUPE to the cessation of that Applicable Service by us and commencement of services which are substantially similar to the Services by you or them.

## Notices

### Any notice to be given to a party under this Agreement shall be in writing in English signed by or on behalf of the party giving it to the address on your Account. Either party may, by a notice given in accordance with this Clause, change its address for the purposes of this Clause.

### A notice shall be deemed to have been served:

#### at the time of delivery if delivered personally (unless received after 5pm in which case it shall be deemed served on the next Business Day); or

#### 2 Business Days after posting in the case of an address in the United Kingdom and 5 Business Days after posting for any other address.

## No partnership or agency

### Save as expressly agreed otherwise in writing, nothing in this Agreement is intended to or shall operate to create a partnership or joint venture between the parties, or to authorise either party to act as agent for the other and neither party shall have authority to act in the name of or on behalf of the other, or to enter into any commitment or make any representation or warranty or otherwise bind the other in any way.

## Assignment and subcontracting

### You may not assign, transfer, charge or otherwise encumber, declare a trust over or deal with in any other manner this Agreement or any right, benefit or interest under it, or subcontract any of its obligations under it, without our prior written consent.

### We may at any time assign, subcontract, mortgage, charge, delegate, declare a trust over or deal in any other manner with any or all of its rights under this Agreement.

## Cumulative remedies

Save as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

## Exclusion of third party rights

### Unless expressly provided in this Agreement including the Terms of Use or any Service Terms, no term of this Agreement is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

## Severance

### 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) 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.

### If any invalid, unenforceable or illegal provision of this Agreement would be valid, enforceable and legal if some part of it were deleted, the parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.

## Variation and amendment

### This Agreement (including any Service Terms and/or Services Description) may be amended by us in our discretion from time to time and the latest version will always be available on the Platform. Any new version of this Agreement shall take effect, and will govern the Services and your relationship with us :

#### immediately upon the date of posting on the Platform where the changes to this Agreement relate to a new feature/service or non-material changes, which (in either case) do not materially reduce your rights or increase your liability to us; or

#### immediately upon the date of posting on the Platform where the changes to this Agreement relate to any change with in our opinion is required or advisable in relation to any Applicable Law or Change of Law; or

#### otherwise on no less than thirty (30) days after the date of posting on the Platform where the changes potentially reduce your rights or potentially increase your liability to us.

### Please make sure you check for updates to this Agreement each time you use the Services.

### Otherwise except as expressly set out in this Agreement, no purported variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each party.

## Waiver

No failure or delay by a party to enforce or exercise any right or remedy under this Agreement or by law shall be deemed to be a waiver of that or any other right or remedy, nor shall it operate so as to bar the enforcement or exercise of that or any other right or remedy at any time subsequently. Any waiver of any breach of this Agreement shall not be deemed to be a waiver of any subsequent breach.

## Entire agreement

### This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes any prior agreements, representations, understandings or arrangements between the parties (oral or written) in relation to such subject matter. Each party acknowledges that:

#### upon entering into this Agreement, it does not rely, and has not relied, upon any representation (whether negligent or innocent), statement or warranty made or agreed to by any person (whether a party to this Agreement or not except those expressly set out in this Agreement; and

#### the only remedy available in respect of any misrepresentation or untrue statement made to it shall be a claim for damages for breach of contract under this Agreement.

### Nothing in this Clause 24 shall limit or exclude any liability for fraud.

### Anything which purports to vary, or would have the effect of varying, any part of Agreement, the Terms of Use, any other part of this Agreement including any of the Service Terms shall not have effect unless signed by one of our directors or any person from time to time designated by them as legal manager.

## Further assurance

At its own expense, each party shall, and shall use reasonable endeavours to procure that any necessary third party shall, promptly execute all such documents and do all such other acts as are necessary to give full effect to this Agreement.

## Multi-tiered dispute resolution procedure

### To the extent that an Applicable Service provides for mediation as a dispute resolution process relating to a dispute about the Agreement or about an assessment by us about you relating to a Compliance Service, then clause 26.2 shall apply to that Service.

### If a dispute arises out of or in connection with this Agreement or the performance, validity or enforceability of it and/or any compliance assessment by us under any Applicable Compliance Service (**"Dispute"**) then the parties shall follow the procedure set out in this Clause:

#### either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (**"Dispute Notice"**), together with relevant supporting documents. On service of the Dispute Notice, the person we designate as head of operations of ours and operations director or in the absence of such a role finance director of yours shall attempt in good faith to resolve the Dispute;

#### if the designated head of operations of ours and operations director or in the absence of such a role finance of yours are for any reason unable to resolve the Dispute within 14 days of service of the Dispute Notice, the Dispute shall be referred to the chief executive of ours and chief executive of yours who shall attempt in good faith to resolve it; and

#### if the chief executive of ours and chief executive of yours are for any reason unable to resolve the Dispute within 28 days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR. To initiate the mediation, a party must serve notice in writing (**"ADR notice"**) to the other party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR. The mediation will start not later than 28 days after the date of the ADR notice.

### The commencement of mediation shall not prevent the parties commencing or continuing court proceedings in relation to the Dispute under Clause 27 which clause shall apply at all times.

## Governing law and jurisdiction

### This Agreement and any dispute or claim (whether contractual or non-contractual) arising out of or in connection with it, its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

### Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) arising out of or in connection with this Agreement, its subject matter or formation.

## Anti-Bribery and Corruption

### The parties acknowledge and agree that they will not tolerate bribery in any form in connection with the conduct of their businesses or affairs.

### The User and WOW shall each:

#### comply with all applicable laws, statutes, regulations, codes and guidance relating to anti-bribery and anti-corruption (**"Anti-Bribery Laws"**), including without limitation the Bribery Act 2010;

#### not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010 if such activity, practice or conduct had been carried out in the United Kingdom;

#### not do, or omit to do, any act that will cause the other to be in breach of the Anti-Bribery Laws; and

#### promptly report to the other any request or demand for any undue financial or other advantage of any kind received by the other t in connection with the performance of this Agreement.

### A party shall promptly notify the other if, at any time during the term of this Agreement, its circumstances, knowledge or awareness changes such that it would not be able to repeat the warranties set out in clause 28.2.

### The User shall promptly comply with any requests for information in relation to its compliance with and policies relating to Anti-Bribery Laws including in relation to any spot checks on payments which WOW may seek to make at any time.

### Breach of this clause 28 shall be deemed a material breach of this Agreement.

### Each party shall indemnify the other against any Losses incurred or suffered by the other as a result of any breach of this clause 11 by the first party (including any consequential loss or damage).

## Criminal Finances Act

### The User acknowledges and warrants that it operates in accordance with the Criminal Finances Act 2017 and is not facilitating and will not facilitate tax evasion in any relevant supply chain in any manner which is or would be a breach of that legislation. The User shall, at WOW's request, provide WOW with a statement of such steps it has taken to ensure compliance with the Criminal Finances Act 2017, together with such other information as WOW may reasonably require in order to undertake risk assessments to ensure that the User is not facilitating tax evasion pursuant to the Criminal Finances Act 2017. Where User suspects or has any reason to believe that tax evasion exists within the supply chain, the User shall report any concerns to WOW immediately.

### The User shall indemnify WOW in respect of any Losses incurred pursuant to breach of clause 29.1 above.

### WOW will be entitled to terminate this Agreement (without payment of compensation) on notice with immediate effect if HM Revenue & Customs raises an assessment against the User or WOW as a result of breach of the Intermediaries Legislation (ss 44-47 ITEPA), or the Off Payroll IR35 Legislation in Chapters 8 or 10 of Part 2 of ITEPA or the MSC legislation in Chapter 10 of Part 2 of ITEPA or any of the other tax related provisions of this Agreement or if WOW has reason to believe that the User poses a risk under the Criminal Finances Act 2017.

**By clicking here you confirm you have read and understand this Agreement and accept the terms of this Agreement as at the date and time of clicking**

1. **Compliance Services (the "Compliance Services")**

These Service Terms are subject to the Terms of Use at worldofworkes.com and Services Agreement within this document. Terms defined in those Terms of Use and Agreement shall have the same meaning in these Service Terms save to the extent expressly provided otherwise in these Service Terms.

These Service Terms apply to your use of and our provision of the [e.g.] Services to the extent you have selected the Services on the Platform and we have accepted that selection in accordance with the Terms of Use and Agreement (such Services being Applicable Services and referred to in these Service Terms as the "**Services**").

* 1. **Purpose of Services**

### To help Users check certain compliance and suitability features relating to persons in or associated with a Supply Chain.

* 1. **Detail of the Services**

### These Services relate to matters raised in the Question Set at the appendix (referred to in these Service Terms as the "**Question Set**").

### The checks are as set out in the Appendix to these Service Terms.

### The above description of the Services is subject to the remaining provisions of these Service Terms and is not exhaustive or definitive.

* 1. **Dates of commencement, performance and termination of Services**
     + 1. The process for agreeing the Services shall be as provided in the Services Agreement.
       2. We will perform the Services from the Service Commencement Date until:
          1. those Services are terminated in accordance with the Services Agreement; or
          2. any other termination date for those Services specified on the Platform.
       3. The Services Commencement Date shall be [23:59] hours on the date of the Service Agreement Date save to the extent, for some or all aspects of the Services, specified otherwise below.
       4. Commencement date of Implementation Services: first day of month after Commencement Date or as otherwise agreed by us with you
       5. To the extent any special performance dates apply relating to specific aspects of the Services they shall be as from time to time specified on the Platform:
  2. **"Implementation Services"**
     1. To the extent that further support or training (beyond what is available on the Platform) is provided by us to help you use the Services that support shall unless expressly agreed otherwise be supplied and charged for as a Consultancy Service charged on a time and materials basis.
  3. **Information from us, you and third parties relating to the Services**
     1. See worldofworkers.com for details of the information we require from you relating to the Services. Note that you shall also provide such other or updated information as we shall from time to time request or be specified on the Platform. All such information shall be provided before the Service Commencement Date and otherwise immediately on request by uploading to your Account or as may otherwise be specified by us from time to time.
     2. See worldofworkers.com for examples of Third Party Information on which we will rely or use relating to the Services. Our liability in respect of such Third Party Information shall be as set out in the Terms and Conditions of Supply
     3. See the Appendix for any Alerts we will give in relation to relevant aspects of the Services. We shall have no obligation to notify you of any information other than on the basis of such Alerts.
  4. **Service Charges**

### The Charges relating to this Service shall be as set out from time to time on worldofworkers.com

### Payment terms (to the extent different from the Services Agreement): shall be as set out from time to time on worldofworkers.com

* 1. **Liability**

### See the Terms of Use and clause 11 and other provisions of the Services Agreement.

### In addition we shall not be liable for the following:

#### the truthfulness or accuracy of information or documentation provided by third parties

#### whether an insurance document evidences that any particular risk is covered

* 1. **General terms**

### These Service Terms may be amended as provided for in the Services Agreement.

**By clicking here you confirm you have read and understand these Service Terms for the Applicable Services and at the date and time of clicking** **accept these Terms and the terms of the Services Agreement and Terms of Use**

# Appendix to Services Terms for Compliance Services

Reports on checks carried out by WOW on specified entity ("Entity") – what they mean:

**Green report will be issued**

**If all** of the following conditions are true

1. Initial Due Diligence listed on Platform is complete (comprising of Incorp Cert, Director ID, VAT Certificate, Signed T+Cs)
2. Contract [term as stated on relevant contract provided to Wow not expired and more than 30 days to expiry.
3. Insurance document has been provided to Wow and has more than 60 days from date of check to end of any policy.
4. Either
   1. Ongoing PAYE DD has been received (comprising of Screenshot of PAYE Account showing up to date and Paid); or
   2. Ongoing PAYE DD has been requested (comprising of Screenshot of VAT Account showing up to date and Paid) and is within 14 days of the request.
5. Either
   1. Ongoing VAT DD has been received (comprising of Screenshot of VAT Account showing up to date and Paid); or
   2. Ongoing VAT DD has been requested (comprising of Screenshot of VAT Account showing up to date and Paid) and is within 14 days of the request.
6. Where Entity is a limited company Companies House check shows Company Status as live and not struck off etc.. Accounts are up to date. Confirmation Statement not over due.
7. Either
   1. No Changes on Companies House filings page since last report; or
   2. Evidence for change on Companies House filing page has been submitted to WoW

**Amber report will be issued**

If any **ONE** of the conditions below are true

* + 1. Initial Due Diligence listed on Platform is incomplete (comprising of Incorp Cert, Director ID, VAT Certificate, Signed T+Cs)
    2. Contract [term as stated on relevant contract provided to Wow] not expired and 30 days or less to expiry
    3. Insurance document has been provided by [ ] to Wow and has 60 days or less from date of check to end of any policy.
    4. Ongoing PAYE DD has been requested (comprising of Screenshot of VAT Account showing up to date and Paid) and has not been provided to Wow within the normal 14 days but is still within 30 days of the request.
    5. Ongoing VAT DD has been requested (comprising of Screenshot of VAT Account showing up to date and Paid) and has not been provided to Wow within the normal 14 days but is still within 30 days of the request.
    6. Where Entity is a limited company Companies House check shows Accounts are over due, but Confirmation Statement is not over due.
    7. Where Entity is a limited company Companies House check shows Accounts are not over due, but Confirmation Statement is over due.
    8. Change shown on Companies House filing page within the last 30 days but no evidence has been submitted to WoW.

**Red report will be issued**

If any **ONE** of the following conditions are true

* + 1. Contract provided to Wow appears to have expired
    2. Insurance referred to in insurance document provided to Wow appears to be out of date
    3. Ongoing PAYE DD has not been provided to Wow within 30 days of the request
    4. Ongoing VAT DD has not been provided within 30 days of the request
    5. Companies House check shows Accounts and Confirmation Statement are over due
    6. Change has been made on Companies House and more than 30 days has passed, with no Evidence submitted to WoW.

**When will the checks be done and reports issued?**

1. The checks above will be done within 7 days of the later of Services Commencement relating to a particular Entity and thereafter at the end of each later month on or before the 28th day of that month.
2. The report as above will be sent or issued via the Platform or otherwise to the User within 3 days of the end of the relevant month.

**Default of Compliance Checks**

As a result of the compliance checks contained in the platform in relation to an Entity, the User will be given a green, amber or red status by WoW. If an Entity fails to satisfy WOW in relation to one of those checks (a "**Default**"), WoW reserves the right to change the status of the Entity from green to amber or red or from amber to red.

WoW will notify the Entity of such change who will then have 20 Business Days in which to remedy such Default.

WoW will not be responsible for any costs or losses sustained or incurred arising directly or indirectly from a change in status as a result of any Default.

# Payroll Support Services Services (the "Payroll Support Services")

These Service Terms are subject to the Terms of Use at worldofworkers.com and Services Agreement within this document. Terms defined in those Terms of Use and Agreement shall have the same meaning in these Service Terms save to the extent expressly provided otherwise in these Service Terms.

These Service Terms apply to your use of and our provision of the Payroll Support Services to the extent you have selected the Services on the Platform and we have accepted that selection in accordance with the Terms of Use and Agreement (such Services being Applicable Services and referred to in these Service Terms as the "**Services**").

* 1. **Purpose of Services**

### To facilitate your use of the third party payroll service provider

* 1. **Detail of the Services**

### These Services relate to matters raised in the Question Set (referred to in these Service Terms as the "Question Set")

### More detail about the Services is set out in the Service agreement and, in the case of the Implementation Services, below.

### The above description of the Services is subject to the remaining provisions of these Service Terms and is not exhaustive or definitive.

* 1. **Dates of commencement, performance and termination of Services**

### The process for agreeing the Services shall be as provided in the Services Agreement.

### We will perform the Services from the Service Commencement Date until:

#### those Services are terminated in accordance with the Services Agreement; or

#### any other termination date for those Services specified on the Platform.

### The Services Commencement Date shall be [23:59] hours on the date of the Service Agreement Date save to the extent, for some or all aspects of the Services, specified otherwise below.

### Commencement date of Implementation Services: first day of month after Commencement Date or as otherwise agreed by us with you

### To the extent any special performance dates apply relating to specific aspects of the Services they shall be as from time to time specified on the Platform:

* 1. **"Implementation Services"**
     1. To the extent that further support or training (beyond what is available on the Platform) is provided by us to help you use the Services that support shall unless expressly agreed otherwise be supplied and charged for as a Consultancy Service charged on a time and materials basis.
  2. **Information from us, you and third parties relating to the Services**
     1. See the question set for details of the information we require from you relating to the Services. Note that you shall also provide such other or updated information as we shall from time to time request or be specified on the Platform. All such information shall be provided before the Service Commencement Date and otherwise immediately on request by uploading to your Account or as may otherwise be specified by us from time to time.
     2. See worldofworkers.com for examples of Third Party Information on which we will rely or use relating to the Services. Our liability in respect of such Third Party Information shall be as set out in the Terms and Conditions of Supply

### See Appendix to Services Terms for Compliance Services for any Alerts we will give in relation to relevant aspects of the Services. We shall have no obligation to notify you of any information other than on the basis of such Alerts.

* 1. **Service Charges**

### The Charges relating to this Service shall be as set out from time to time on worldofworkers.com

### Payment terms (to the extent different from the Services Agreement): shall be as set out from time to time on worldofworkers.com

* 1. **Liability**

### See the Terms of Use and clause 11 and other provisions of the Services Agreement.

### In addition we shall not be liable for the following:

#### The services of any person to whom we introduce you for the purposes of your payroll arrangements

#### Any default by or failure by any person to whom we introduce you to perform its obligations to you

* 1. **Other special terms relating to the Services**

### You shall

#### provide payroll related data to us and/or any other person supporting your payroll in such format as we shall require and accurate and prompt and in such format as WOW reasonably requires.

* 1. **General terms**
     + 1. These Service Terms may be amended as provided for in the Services Agreement.

**By clicking here you confirm you have read and understand these Service Terms for the Applicable Services and at the date and time of clicking** **accept these Terms and the terms of the Services Agreement and Terms of Use**