

**Connect Account Terms & Conditions**

Leads Do Work Ltd [LeadsDoWork] offers a matching service that allows service providers and suppliers (the Contractors) to obtain the details of individuals and corporate entities (the Customers) who have requested to be matched with one or more contractors (a Service Request), allowing Customers to find one or more Contractors to fulfil a Service Request. These Terms and Conditions (T&Cs) govern Contractor's use of the [LeadsDoWork] services.

The service offered by [LeadsDoWork] is a simple one of matching Customers to Contractors, allowing the Contractors to find Customers, and Customers to find one or more Contractors as part of a Service Request.

Contractors using the matching service offered by [LeadsDoWork] and visiting the [LeadsDoWork] sites or its Contractors sites acknowledge having read and accepted these T&Cs.

1. [LeadsDoWork] undertakes to send the Contractors only Service Requests relating to the geographical coverage and business (Profile) determined by the Contractor.

2. [LeadsDoWork] undertakes to check the quality of Service Requests before sending them to its Contractors and to delete any Service Request that would be considered to be unreliable by [LeadsDoWork].

3. [LeadsDoWork] undertakes to provide the Contractors with sufficient information on the Customer to enable the Contractor to contact the Customer directly. [LeadsDoWork] undertakes to send details of each Service Request to no more than four Contractors. [LeadsDoWork] is free to contract with other Contractors as this isn't an exclusive contract.

4. Whenever [LeadsDoWork] sends a Customer's details to the Contractor, the Contractor agrees to pay a fixed sum (a Lead Fee) for each Service Request as set out in the Pricing List in force at the time these T&Cs are accepted by the Contractors.

5. The Contractors acknowledges and agrees that the number of Service Requests that [LeadsDoWork] will be able to provide to the Contractors will vary and is not guaranteed and that [LeadsDoWork] cannot guarantee that the number of Service Requests it is able to send to the Contractors will allow the Contractors to achieve the monthly budget fixed by Contractors. Further, [LeadsDoWork] does not guarantee that a Contractor will be engaged by any consumer pursuant to a Service Request. [LeadsDoWork] provides only consumer leads to Contractors, not guaranteed business.

6. The Contractors may change its Profile at any time. [LeadsDoWork] undertakes to make all changes requested by the Contractors within a maximum period of two (2) business days. However, [LeadsDoWork] reserves the right to reject any substantial change requested by the

Contractors. In such cases, [LeadsDoWork] will notify the Contractors of its rejection within a period of two (2) business days, and Contractors may thereafter cancel or suspend membership of the service in the terms set out in this document. If Contractors does not cancel or suspend its membership, then Contractors will continue to receive Service Requests based upon its then existing Profile.

7. The Contractors may increase its monthly budget or lead flow requirement at any time by emailing or calling Customer Service during working hours. An increase in the monthly budget or lead flow requirement will become effective only once written confirmation is received by email. The Contractors may at any time reduce its monthly budget or lead flow in the same way as set out above, provided that the Contractors remains accountable and agrees to be debited with sums payable on the day on which it reduces its monthly budget.

8. The Contractors acknowledges and agrees that it is responsible for ensuring that the contact information and any other details regarding Contractors that it has provided to [LeadsDoWork] are correct and kept up to date so that it can receive the Service Requests from [LeadsDoWork]. [LeadsDoWork] is not liable or accountable for Service Requests not received by the Contractors, and Contractors agrees to pay for all Service Requests delivered to the contact information provided by Contractors.

9. For Contractors who have not prepaid a batch of service requests, [LeadsDoWork] undertakes to email a weekly detailed account invoice to the Contractors on each Wednesday of the month. The Contractors acknowledges and agrees that it will not receive an invoice until it has provided [LeadsDoWork] with a valid email address. The Contractors agrees that payment of the balance due will be made by [LeadsDoWork] processing the Contractor's credit/debit card either each day or on each Friday of the month depending on the payment solution agreed with the accounts team. For Contractors who have pre-paid a batch of contact-credits, [LeadsDoWork] undertakes to email a Statement each Wednesday outlining the service requests received and the balance remaining on the account.

10. [LeadsDoWork] is not entitled to receive any commission on any amounts paid by Customers to Contractors for services performed by Contractors. The Lead Fee payable from the Contractors to [LeadsDoWork] for each Service Request is not dependent on whether or not the Contractors is engaged to perform services by the Customer. Lead Fees and contact-credits are earned upon delivery of the Customer's details from [LeadsDoWork] to Contractors.

11. [LeadsDoWork] undertakes to re-credit the Contractors for any Service Request for which [LeadsDoWork] confirms one of the following:

- the details correspond to those of a Customer for which the Contractors has already received the same details and request through a prior Service Request received by [LeadsDoWork] within the previous 30 days (DUPLICATE),
- the Customer's telephone number is wrong and prevents the Contractors from contacting the Customer by telephone (WRONG TELEPHONE),

- c. the description does not match the form on which it has been entered by the Customer, provided that the form on which it should have been entered does not match the Contractors Profile (FORM ERROR),
- d. the postcode of the place where the service is to be provided is wrong, provided that the postcode that should have been entered does not match the Contractors Profile (LOCATION ERROR), or
- e. the description is totally fictitious and inaccurate in Qs sole determination (FICTITIOUS REQUEST).

12. From time to time [LeadsDoWork] may send you service requests that are either slightly outside of your Geographical area or may be over your specified quota, these are EXTRA BUSINESS OPPORTUNITIES that you will be able to SELF SELECT. They will only be charged to your account when the ACCEPT button is clicked. If accepted, these extra business opportunities are not counted towards your specified quota.

13. In order to be re-credited pursuant to Section 11 above, the Contractors must submit a substantiated request in writing, using the interface provided by [LeadsDoWork], within seven (7) days of the day on which the Service Request is received. [LeadsDoWork] shall have the right, in its sole discretion, to determine whether re-crediting is warranted.

14. To be able to benefit from the service offered by [LeadsDoWork], the Contractors undertakes to:

- a. contact Customers as soon as Service Requests are received,
- b. provide estimates free of charge and, where applicable, obtain the Customer's prior consent if the level of expenditure incurred by providing the estimate are such that the Customer needs to be invoiced,
- c. observe the commitments and time limits indicated on the estimates and agreements between Contractors and Customers,
- d. observe all applicable regulations and standards applicable,
- e. observe all applicable tax and social laws,
- f. be recorded or registered as required with the applicable authorities,
- g. be up-to-date at all times with compulsory insurance essential to its business,
- h. possess the qualifications and necessary expertise to provide the services that it has selected in its Profile,
- i. contact Customers itself,
- j. provide and invoice the services itself,
- k. invoice services in accordance with the estimate initially submitted to the Customer,
- l. provide quality services to meet Customers' requirements as far as possible,
- m. provide a quality after-sales service,
- n. provide services within England, Scotland, Wales or Northern Island

15. Any failure to meet any of the commitments listed in the above article may result in immediate suspension or

cancellation of the Contractor's Account, without any entitlement to a refund of any sums previously paid by the Contractors to [LeadsDoWork].

16. [LeadsDoWork] will not under any circumstances be liable for any sum resulting from any dispute between the Customer and the Contractors as part of a Contractor's contract with, or of a Contractor's provision of services for, a Customer. [LeadsDoWork] will not be held liable, and Contractors releases [LeadsDoWork] from any liability, in any dispute that may subsequently arise between the Customer and the Contractors regarding Contractor's performance of or failure to perform services for the Customer.

17. [LeadsDoWork] is not involved in, nor does [LeadsDoWork] have any responsibility for Contractors. Contracts with Customers, or any payments to Contractors from Customers or any disputes Contractors may have with Customers. Notwithstanding anything in these T&Cs to the contrary, [LeadsDoWork] does not make guarantees, representations or warranties regarding a Customer's level of interest, their desire to have work completed, their creditworthiness or ability to pay Contractors, the accuracy of the information provided by the Customers, or that any Customers will hire Contractors to perform services, nor does [LeadsDoWork] guarantee that Contractors will successfully contact each Customer.

18. These T&Cs are not transferable or assignable by Contractors. Furthermore, the transfer of Service Requests received by the Contractors to third parties, whether free of charge or for a consideration, or to other service providers or suppliers, is strictly prohibited and is contrary to current regulations concerning confidentiality of personal data. Any transfer by Contractors of Service Requests to third parties may result in legal proceedings and the termination of Contractor's account with Q.

19. Beyond the 30-day integration period as from the date of your acceptance of these T&Cs, the Contractors may cancel or suspend its membership of the service offered by [LeadsDoWork] by registered letter with confirmation of delivery or by fax. Upon receipt of a request for cancellation or suspension is received, [LeadsDoWork] shall suspend the delivery of Service Requests to Contractors within a maximum period of two (2) business days. The Contractors acknowledges and agrees that it will be obliged to pay for all Service Requests that may have been sent to it before the effective date of cancellation or suspension of the Contractors account and that cancellation or suspension of its account will make all sums owed by the Contractors to [LeadsDoWork] at the effective date of cancellation of the Contractors account immediately payable. During the 30-day integration period, membership may not be cancelled or suspended by Contractors except in the case of force majeure.

20. [LeadsDoWork] reserves the right to refuse a membership request for registration for any reason or no reason, without having to state reasons. Moreover, [LeadsDoWork] reserves the right at any time and even within the integration period to exclude a contractor who has failed to observe these T&Cs, without prior notice or having to give reasons, and without being required to refund any amounts previously paid.

21. The Contractors acknowledges and agrees that it will be liable for a weekly subscription charge to cover the range of features that are supplied with in the Smart Account. Smart app, Smart Profile and Smart reviews. By using the [LeadsDoWork] service the owners or directors of the business jointly and severally guarantee performance of all the company's financial obligations to Leads Do Work Ltd and are thereby bound by their standard terms and conditions.

22. The Pricing List and T&Cs applicable are those current on the day on which this document is confirmed by the Contractors. [LeadsDoWork] reserves the right to change its Pricing List and T&Cs at any time. Contractor's sole remedy if it does not agree to such a change shall be to terminate this Agreement. If Contractors fails to terminate this Agreement, then this Agreement shall continue in full force and effect as modified by [LeadsDoWork] in the notice provided to Contractors.

23. [LeadsDoWork]'s name, trademarks and logos and the contents of websites published by [LeadsDoWork] are [LeadsDoWork]'s exclusive property and cannot in any event be used or reproduced in any way without [LeadsDoWork]'s prior consent in writing. In addition, the Contractors acknowledges and agrees that any content that it may decide to submit to [LeadsDoWork] will be [LeadsDoWork]'s exclusive property, except for the Contractors. Names, trademarks and logos, and may be published in whole or in part on sites published by [LeadsDoWork] or in marketing documents without entitling the Contractors to any remuneration subject to three contractors consent in writing The Contractors in particular authorises [LeadsDoWork] to publish the name of the Contractors and of its company, its details, its profile, its qualifications and its memberships of associations or federations, its logos and trademarks, its comments and testimonials of [LeadsDoWork]'s services, the comments, testimonials and approval ratings obtained by [LeadsDoWork] from its Customers, and photographs that it may have submitted to [LeadsDoWork] to promote the Contractor's or [LeadsDoWork]'s business on any online or offline medium. The Contractors represents, warrants and guarantees that it possesses all the rights to the content that it provides to [LeadsDoWork] and that such content is not in breach of previous intellectual property rights held by third parties. [LeadsDoWork] nonetheless reserves the right to reject or delete any content that it may consider does not conform to its editorial line or that may not comply with intellectual property law.

Contractor grants [LeadsDoWork] and its partners a non-exclusive, royalty-free, transferable, sublicensable, worldwide license to use, store, display, reproduce, re-pin, modify, create derivative works, perform, and distribute images uploaded to [LeadsDoWork] (and partners sites) solely for the purposes of operating, developing, providing, marketing and using the [LeadsDoWork] and third party Products. Nothing in these Terms shall restrict other legal rights [LeadsDoWork] may have to images, for example

under other licenses. We reserve the right to remove or modify Images for any reason, including Images that we believe violates these Terms or our policies.

Following submission of images, or if Contractor removes any images from [LeadsDoWork], [LeadsDoWork] may retain images for a commercially reasonable period of time for backup, archival, or audit purposes. Furthermore, [LeadsDoWork] and its users may retain and continue to use, store, display, reproduce, re-pin, modify, create derivative works, perform, and distribute any of Contractor's images that other users have stored or shared through Any Trades and/or third parties.

24. [LeadsDoWork] may ask Customers for their comments, testimonials and approval ratings for services provided by each of its Contractors by means of a satisfaction questionnaire. The Contractors agrees to [LeadsDoWork] contacting the Contractor's customers at [LeadsDoWork]'s sole discretion to obtain Customers. Comments, testimonials and approval ratings of services provided by the Contractors. The Contractors acknowledges and agrees that all information thus obtained is [LeadsDoWork]'s exclusive property and that it may be published in whole or in part on websites published by [LeadsDoWork] or in marketing documents without entitling the Contractors to any kind of remuneration. The Contractors acknowledges and agrees that its Customers may leave comments and testimonials about the services that it has provided. [LeadsDoWork] is not responsible for comments, testimonials and approval ratings given by Customers that it decides to publish on its websites. In addition, the Contractors acknowledges and agrees that Contractors is in no way entitled to reproduce, advertise, publish or use in any other possible way such information, including information concerning Contractors directly, without [LeadsDoWork]'s prior consent in writing. Any unauthorised use of the above information may result in legal proceedings and termination of Contractor's account and this Agreement.

25. Contractors shall fully protect, indemnify and defend [LeadsDoWork] suppliers, Contractors, employees and each of their and hold it each of them harmless from and against any and all claims, demands, liens, damages, causes of action, liabilities of any and every nature whatsoever, including but not limited to personal injury, intellectual property infringement, fraud, deceptive advertising, violation of any state, provincial or federal laws or regulations, property damage, attorneys' reasonable fees and court costs, arising in any manner, directly or indirectly, out of or in connection with or in the course of or incidental to any of Contractor's work for or dealings with any Customers, or Contractor's services, representations, advertising, or obligations (including but not limited to Contractor's obligation to maintain the confidentiality of user personal information) as provided in this Agreement. [LeadsDoWork] will indemnify the contractors against any loss or liability incurred by or awarded against the contractors resulting from transfer of leads by [LeadsDoWork] agreement which does not comply with the data protection legislation.

26. In no event is [LeadsDoWork] liable to Contractors for any consequential, indirect, incidental, punitive or special damages, lost revenue, lost profits or loss of goodwill. In no event will the total aggregate liability of [LeadsDoWork] to Contractors exceed

the amount of fees actually paid by Contractors to [LeadsDoWork] during the preceding 12 months, regardless of the basis or form of claim.

27. The Contractor agrees that they may only contact the Customer regarding the specific enquiry that [LeadsDoWork] passed to them. In Accordance with the Data Protection legislation the Contractor is not allowed to contact the Customer for any other purpose and may not be added to any marketing communications without the express consent to the Customer.

28. Should any one or more of the provisions contained in this T&Cs be declared invalid by a competent court, the validity of the remaining provisions of this instrument will remain unaffected.

29. The following sections shall survive any termination or expiration of this Agreement; 4, 5, 8, 9, 10, 13, 15, 16, 17, 18, 21, and 23 through 29.

30. The parties hereby agree that any disputes as to the terms of the services provided by [LeadsDoWork] and in relation to these T&Cs shall be submitted to the courts of England & Wales or the courts of Scotland for resolution.

## Refund Policy

Eligibility for Refunds:

Refunds for digital products and services, including subscriptions and job leads, are generally not provided. However, exceptions may be made under the following circumstances:

- The job lead provided is found to be invalid or contains inaccurate information that significantly impacts its value.
- Technical issues on our platform prevent access to purchased job leads or the services covered by the subscription.

Refund Request Process:

To request a refund, you must:

- Contact our customer service team at support@leads.work within 5 days of the issue arising.
- Provide detailed information about the problem, including any relevant evidence (e.g., screenshots, descriptions of the technical issue).

Refund Approval:

Upon receiving the refund request, we will:

- Acknowledge receipt of the request within 3 business days.
- Review the request and investigate the issue within 5 business days.
- If the request is approved, we will issue a refund through the original payment method or provide a credit to your account within 5 business days.

Non-Refundable Situations:

Refunds will not be issued in the following cases:

- You change your mind after purchasing a job lead or subscribing to the service.
- The job lead is valid but you are unable to secure the job.
- The subscription is partially used (e.g., cancellation in the middle of a subscription period).

## Complaint Procedure

Filing a Complaint:

Merchants who have complaints regarding the digital product or service should:

- Contact our customer service team at support@leads.work
- Provide a detailed account of the issue, including relevant documentation, evidence, or examples (e.g., specific job leads, technical problems).

Complaint Handling:

Upon receiving a complaint, we will:

- Acknowledge receipt of the complaint within 3 business days.
- Investigate the issue thoroughly and provide a resolution or response within 5 business days.

Escalation:

If you are not satisfied with the initial response, you may:

- Request escalation to a senior manager or designated complaints officer.
- Seek alternative dispute resolution options such as mediation or arbitration if the issue remains unresolved.

Customer Support:

You can reach out to our support team for any questions or issues regarding refunds or complaints at support@leads.work

## Data sharing and processing conditions

**These are the terms upon which Leads Do Work Ltd ("LeadsDoWork", "we", "us") will share customer data with service providers and contractors ("you") pursuant to the terms and conditions we have entered into with you relating to the lead matching and other services which we provide to you.**

### 1. DEFINITIONS

**Agreed Purposes:** the personal data will be transferred to you to enable you to contact potential recipients of your services who have contacted us to enable us to match providers to their requests. Should you enter into a contract with such individuals to provide them with services, you will engage with them directly and will need to deal with such persons subject to your own data protection policies, for which we will have no liability.

**Controller, data controller, processor, data processor, data subject, personal data, processing and appropriate technical and organisational measures:** as set out in the Data Protection Legislation in force at the time.

**Data Protection Legislation:** (i) the Data Protection Act 1998, until the effective date of its repeal (ii) the General Data Protection Regulation ((EU) 2016/679) (GDPR) and any national implementing laws, regulations and secondary legislation, for so long as the GDPR is effective in the UK, and (iii) any successor legislation to the Data Protection Act 1998 and the GDPR, in

particular the Data Protection Bill 2017-2019, once it becomes law.

**Permitted Recipients:** the parties to this agreement, the employees of each party, any third parties engaged to perform obligations in connection with this agreement.

**Shared Personal Data:** the personal data to be shared with you by [LeadsDoWork] under clause 2.1 of this agreement. Shared Personal Data shall be confined to:

- (a) Names, addresses, telephone numbers and e-mail addresses of individuals who have contacted us via our website or through other third parties seeking home improvement services, together with details of the services which they require.

## 2. DATA PROTECTION

**2.1 Shared Personal Data.** This clause sets out the framework for the sharing of personal data between the parties as data controllers. You acknowledge that we (the Data Discloser) will disclose to you (the Data Recipient) Shared Personal Data collected by the Data Discloser for the Agreed Purposes.

**2.2 Effect of non-compliance with Data Protection Legislation.** Each party shall comply with all the obligations imposed on a controller under the Data Protection Legislation, and any material breach of the Data Protection Legislation by one party shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate this agreement, and any other terms and conditions we have with you, with immediate effect.

**2.3 Mutual obligations relating to data sharing.** Each party shall:

- (a) ensure that it has all necessary notices and consents in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes; and

- (b) give full information to any data subject whose personal data may be processed under this agreement of the nature such processing. This includes giving notice that, on the termination of this agreement, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees.

**2.4 Your obligations relating to data processing.** You shall:

- (a) process the Shared Personal Data only for the Agreed Purposes;

- (b) not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;

- (c) ensure that you have in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against

accidental loss or destruction of, or damage to, personal data.

- (d) not transfer any personal data outside the EEA unless you:
  - (i) comply with the provisions of Articles 26 of the GDPR (in the event the third party is a joint controller); and
  - (ii) ensure that (i) the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 GDPR; (ii) there are appropriate safeguards in place pursuant to Article 46 GDPR; or (iii) one of the derogations for specific situations in Article 49 GDPR applies to the transfer.

**2.5 Further assistance.** You shall assist [LeadsDoWork] in complying with all applicable requirements of the Data Protection Legislation. In particular, you shall:

**2.5.1** Without prejudice to the generality of clauses 2.2 to 2.4, in relation to any personal data processed in connection with your performance of your obligations under any agreement we have with you:

- (a) process that personal data only on our instructions unless you are required by the laws of any member of the European Union or by the laws of the European Union applicable to you to process personal data (**Applicable Laws**). Where you are relying on laws of a member of the European Union or European Union law as the basis for processing personal data, you shall promptly notify [LeadsDoWork] of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit you from so notifying [LeadsDoWork];

- (b) ensure that you have in place appropriate technical and organisational measures, reviewed and approved by [LeadsDoWork] on request, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

- (c) ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential; and

- (d) assist [LeadsDoWork] in responding to any request from a data subject (as defined in the Data Protection Legislation) and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

- (e) notify [LeadsDoWork] without undue delay on becoming aware of any breach of the Data Protection Legislation;

(f) at the written direction of [LeadsDoWork], delete or return Shared Personal Data and copies thereof to [LeadsDoWork] on termination of this agreement unless required by law to store the Shared Personal Data and unless you enter into a separate contract with the data subject for the performance of Services for that data subject;

(g) maintain complete and accurate records and information to demonstrate your compliance with this agreement.

2.5.2 [LeadsDoWork] does not consent to you appointing any third party processor of Shared Personal Data under this agreement. As between [LeadsDoWork] and you, you shall remain fully liable for all acts or omissions of any third-party processor appointed by you.

2.5.3 We may, at any time on not less than 30 days' notice, revise this agreement by replacing it with any applicable controller to processor standard clauses or similar terms forming party of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).