

## **Smart Account and Smart App Terms and Conditions**

Welcome to LeadsDoWork (A trading name of Leads Do Work Ltd). LeadsDoWork Smart Account is the set of features accompanying the lead generation services provided to you including Smart Mobile, Smart Social and Smart Reviews of each which perform the functions set out in LeadsDoWork' website or the Smart App. Together, the Smart App and the Smart Account are described as "the service" in the terms and conditions.

We have tried to draft these Merchant Terms of Service and end-user licence agreement for Smart Account and Smart App in a clear and simple manner. Unfortunately, the realities of the legal world make it a very difficult task. So, should you have any questions or concerns or would simply like to better understand how we do things at LeadsDoWork, please do not hesitate to contact us.

Below is a quick description of the main sections of this Agreement, but there are important details in the whole document, so you should read it.

Please note, by downloading the App, accessing the Smart Account from this website or clicking on the "accept" button you agree to the terms of the licence, which will bind you.

## **LeadsDoWork Smart App and Smart Account Service**

We provide you with a licence to the software and the App and to supply the other Smart App and Smart Account packages to which you have subscribed. We will respect and protect your privacy, data and personal information. You run your business, service your customers, protect your customers' data, report & pay taxes, and observe all laws, rules, and regulations.

## **Registering for LeadsDoWork Smart App**

You provide us with basic information about your organisation; we will seek to verify your information (we may work with third parties to do so).

## **Termination and Other Legal Terms**

We can terminate this agreement for any reason on two months' notice and immediately in certain circumstances (such as where you breach this Agreement). You can terminate at any time effective immediately. Termination does not alter your liability for processed payments or related chargebacks. This section also includes all the extra legal stuff they make us add (e.g. indemnification, warranties, assignment).

## **LeadsDoWork App and Smart Account Terms of Service**

These Terms and Conditions constitute a legal agreement ("Agreement") between the sole proprietor or business entity or business organisation listed as the "Merchant" on the Service registration page (sometimes referred to as "you," "your," "user") and LeadsDoWork Ltd. ("LeadsDoWork"), and Valitor hf (the "Designated Bank,"

and collectively with LeadsDoWork referred to as "we," "our" or "us"). You may request a copy of this Agreement, and the other terms or documents incorporated in it by reference, at any time during the term of this Agreement.

LeadsDoWork' customer service email address is support@leads.work for all account related issues.

We may change these Terms and Conditions in accordance with the section headed "Right to Amend" below.

## **Registration**

The Service is only made available to persons or entities that operate a business selling goods and services, and the Service is not made available to persons to accept card payments for personal, family or household purposes. To use LeadsDoWork for your business, you will first have to register with LeadsDoWork. When you register for LeadsDoWork, we will collect basic information including your name, business name, location, email address, business identification number and phone number. If you have not already done so, you will also be required to provide an email address and password to access LeadsDoWork (your "LeadsDoWork account credentials"). You must take all reasonable steps to keep your personalised security features of your Account (including your password) safe, for example keep them secret and do not share them with anyone, other than appropriately authorised personnel within your business. You must notify us by emailing LeadsDoWork support using the details set out above without undue delay if you discover that any of your personalised security features have been lost or stolen or that someone else has used or attempted to use your Smart Account without your authority.

You may choose to register as an individual (sole proprietor) or as a company or other business entity. If you register as a business, you must also provide information about an owner or principal of the business and you must be authorised to act on behalf of the business and have the authority to bind the business to this Agreement. In order to sign up a business to use the Service, you must agree to this Agreement on behalf of the business. If you have so agreed, the term "you" will mean you, the natural person, as well as such business.

To use the LeadsDoWork Smart App and Smart Account you are required to be a LeadsDoWork customer and will need to adhere to all LeadsDoWork Terms and Conditions not only those related to the LeadsDoWork Smart App.

## **Company Description**

As part of your registration, you must provide the name under which you do business (which may be the business's legal name or a "trading name") (e.g. Acme Plumbing Ltd). This field may appear in your customers' credit or debit card statements. To avoid customer confusion and transaction disputes, it is important that you enter a description that clearly identifies your business. You agree to indemnify LeadsDoWork from any costs from disputes due to customers failing to recognise your business name on their statements.

**Verification and Underwriting**

To verify your identity, we will require additional information including without limitation your company registration number, your VAT number and, if applicable, your date of birth. Our payment providers may also ask for additional information to help verify your identity and assess your business risk including business invoices, a driver's license, your Passport number, or a business license number.

After we have collected and verified all your information, LeadsDoWork will review it and determine if you are eligible to use the Service.

**By accepting the terms of this Agreement, you are providing us, our payment providers and the Designated Bank with authorisation to retrieve information about you from and provide information about you to third parties, including but not limited to credit reporting agencies or bureaus and other information providers, and you authorise and direct such third parties to compile and provide such information to us. You acknowledge that such information retrieved and provided may include your name, address history, credit history, and other data about you.** LeadsDoWork may periodically update this information to determine whether you continue to meet our eligibility requirements.

**LeadsDoWork Smart App Service**

By registering for LeadsDoWork, you confirm that you are a legal resident of the country that you identified when you provided us your business details to create a LeadsDoWork account (the "Designated Country"), and that you are authorised to conduct business in such country. You may not export the Service directly or indirectly.

You confirm also that you are not acting as a Consumer. By accepting this Agreement you confirm that you satisfy these requirements and will continue to do so in connection with your use of the Service.

**Term**

The Agreement is effective upon the date you agree to it (by electronically indicating acceptance) and continues so long as you use the Service or until terminated by LeadsDoWork.

**Termination**

You may terminate this Agreement by closing your LeadsDoWork Smart App account and Smart Account at any time by contacting LeadsDoWork customer service team via telephone. Subject to the following sentence, we may terminate this Agreement and close your LeadsDoWork Smart App account and Smart Account effective immediately. We may suspend your access to the Service and any funds otherwise pending disbursement to you, or terminate this Agreement immediately upon notice

to you, if (i) we determine in our sole discretion that you are ineligible for the Service because of the risk associated with your use of LeadsDoWork Smart App, including without limitation significant credit or fraud risk, or for any other reason; (ii) you do not comply with any of the provisions of this Agreement, or (iii) if we determine in our sole discretion that too many negative reviews are being provided from householders and customers via the Smart App or the website; or (iv) if you are in material breach of this or any other agreement which you may have with us.

**Effects of Termination**

Upon termination and closing of your LeadsDoWork Smart App account, we will immediately discontinue your access to the Service.

Termination does not relieve you of your obligations as defined in this Agreement and LeadsDoWork may elect to continue to hold any funds deemed necessary pending resolution of any other terms or obligations defined in this Agreement, including but not limited to Chargebacks, fees, refunds, or other investigations or proceedings.

Upon termination you agree: (i) to immediately cease your use of the Service, (ii) to discontinue use of any LeadsDoWork trademarks and to immediately remove any LeadsDoWork references and logos from your website or other trademarks, (iii) that the license granted under this Agreement shall end, (iv) that we reserve the right (but have no obligation) to delete all of your information and account data stored on our servers, and (e) we will not be liable to you for compensation, reimbursement, or damages in connection with the deletion of your information or account data.

**Your License; Our Trademarks**

LeadsDoWork grant you a personal, limited, non-exclusive, revocable, non-transferable license, without the right to sublicense, to electronically access and use the Service solely to accept and receive payments, to manage the funds you so receive, and to operate the other features of the Smart Accounts which have been set out in the specification contained in the LeadsDoWork website. The Service includes our website, any software, programs, documentation, tools, internet-based services, components, and any updates (including software maintenance, service information, help content, bug fixes or maintenance releases) thereto provided to you by LeadsDoWork. You will be entitled to download updates to the Service, subject to any additional terms made known to you at that time, when LeadsDoWork makes these updates available.

We may also periodically make available certain LeadsDoWork logos, trademarks or other identifiers for your use. If we do so, you will use them subject to and in accordance with LeadsDoWork's then current and will cease to use them immediately upon termination of this Agreement. For more information on this please contact the LeadsDoWork Marketing department directly.

**Ownership**

The Service is licensed and not sold. We reserve all rights not expressly granted to you in this Agreement. The Service is protected by copyright, trade secret and other intellectual or industrial property laws. We own or licence the title, copyright and other worldwide Intellectual Property Rights (as defined below) in the Service and all copies of the Service. This Agreement does not grant you any rights to our trademarks or service marks.

For the purposes of this Agreement, “Intellectual Property Rights” means all patent rights, copyright rights, database rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual or industrial property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any province, state, country, territory or other jurisdiction.

You may choose to or we may invite you to submit comments or ideas about the Service, including without limitation about how to improve the Service or our products (“Ideas”). By submitting any Idea, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place LeadsDoWork under any fiduciary or other obligation, and that LeadsDoWork is free to use the Idea without any additional compensation to you, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, LeadsDoWork does not waive any rights to use similar or related ideas previously known to LeadsDoWork, or developed by its employees, or obtained from sources other than you.

### Smart Profile

You are responsible for ensuring that the information you upload onto your Smart Account profile is accurate, up to date and is not misleading. You shall indemnify us against all claims, demands and expenses which we may incur as a result of any inaccurate or misleading information which you have placed on your Smart Account.

We are not responsible for the number of enquires that are made by customers securing quotes through your Smart Profile on our website. You shall ensure that the content of your Smart Profile does not infringe any applicable laws, regulations or third party rights.

You grant 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 you remove 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 your images that other users have stored or shared through LeadsDoWork and/or third parties.

### 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](mailto: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](mailto: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](mailto:support@leads.work)

#### Smart Reviews

Although two star and lower reviews will be withheld for a period for you to investigate and respond appropriately, we will not withhold reviews from being posted on the website without good reason which will be in our total discretion.

We have no liability for the accuracy or the appropriateness of the reviews, which are provided by third parties outside our control.

#### Our Website

We do not guarantee that our website will be free from bugs or viruses.

We cannot guarantee that our website will be available uninterrupted at all times, and for reasons beyond our control, or for essential maintenance it may be temporally unavailable.

#### Your Liability

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 LeadsDoWork Ltd and are thereby bound by their standard terms and conditions.

#### Representation and Warranties

You represent and warrant to us that: (a) if you are a natural person, you are at least eighteen (18) years of age or, if you are under eighteen (18) years of age, you have obtained the consent of your parent or legal guardian to your execution of this Agreement and use of the LeadsDoWork Services in the manner prescribed by LeadsDoWork; (b) you are eligible to register and use the Service and have the right, power, and ability to enter into and perform under this Agreement; (c) the name identified

by you when you registered is your name or business name under which you sell goods and services; (d) any sales transaction submitted by you will represent a bona fide sale by you; (e) any sales transactions submitted by you will accurately describe the goods and/or services sold and delivered to a purchaser; (f) you will fulfill all of your obligations to each customer for which you submit a transaction and will resolve any consumer dispute or complaint directly with the purchaser; (g) you and all transactions initiated by you will comply with all laws, rules and regulations applicable to your business, including any applicable tax laws and regulations; (h) except in the ordinary course of business, no sales transaction submitted by you through the Service will represent a sale to any principal, partner, proprietor, or owner of your entity; (i) you will not use the Service, directly or indirectly, for any fraudulent undertaking or in any manner so as to interfere with the use of the Service.

#### No Warranties

THE SERVICE AND ALL ACCOMPANYING DOCUMENTATION ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OR CONDITIONS, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, SAVE TO THE EXTENT SUCH WARRANTIES OR CONDITIONS CANNOT BE EXCLUDED OR LIMITED BY LAW.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM OR THROUGH THE SERVICE OR FROM (I) LEADSDOWORK; (II) PROCESSORS, SUPPLIERS OR LICENSORS OF LEADSDOWORK; OR (III) ANY OF THE DISCLAIMING ENTITIES, WILL CREATE ANY WARRANTY.

YOU SPECIFICALLY ACKNOWLEDGE THAT THE DISCLAIMING ENTITIES (AS DEFINED IN THE "YOUR LIABILITY" SECTION ABOVE) HAVE NO CONTROL OVER THE PRODUCTS OR SERVICES THAT ARE PAID FOR WITH THE SERVICES, AND NEITHER LEADSDOWORK NOR ANY OF THE OTHER DISCLAIMING ENTITIES CAN ENSURE THAT YOUR CUSTOMER WILL COMPLETE A TRANSACTION OR IS AUTHORISED TO DO SO.

LEADSDOWORK IS NOT RESPONSIBLE FOR THE CONTENTS OF, OR ANY EFFECT ON YOUR BUSINESS, OF ANY CUSTOMER REVIEWS POSTED ON THE WEBSITE.

WITHOUT LIMITING THE FOREGOING, THE DISCLAIMING ENTITIES DO NOT WARRANT THAT THE INFORMATION THEY PROVIDE OR THAT IS PROVIDED THROUGH THE SERVICE IS ACCURATE, RELIABLE OR CORRECT; THAT THE SERVICE WILL MEET YOUR REQUIREMENTS; THAT THE SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, THAT THE SERVICE WILL FUNCTION IN AN UNINTERRUPTED MANNER OR BE SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY SUBJECT MATTER DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD.

THE DISCLAIMING ENTITIES DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH

THE SERVICE OR ANY HYPERLINKED WEBSITE OR SERVICE, OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND NEITHER LeadsDoWork NOR ANY OTHER DISCLAIMING ENTITY WILL BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

#### **Limitation of Liability and Damages**

SUBJECT TO THE “NO WARRANTIES” CLAUSE ABOVE, THIS CLAUSE SETS OUT THE ENTIRE FINANCIAL LIABILITY OF ANY DISCLAIMING ENTITY TO YOU IN RESPECT OF: (A) ANY BREACH OF THIS AGREEMENT; (B) ANY USE MADE BY YOU OF THE SERVICE; AND (C) ANY REPRESENTATION, STATEMENT OR TORTIOUS ACT OR OMISSION (INCLUDING NEGLIGENCE) ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT.

NOTHING IN THIS AGREEMENT EXCLUDES OUR LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE OR FOR FRAUD OR FRAUDULENT MISREPRESENTATION.

IN NO EVENT SHALL A DISCLAIMING ENTITY BE LIABLE FOR ANY LOST PROFITS, LOSS OF DATA, LOSS OF REVENUE, LOSS OF SAVINGS OR ANY OTHER PURE ECONOMIC LOSS OR FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY LOSS OR DAMAGES ARISING OUT OF, IN CONNECTION WITH OR RELATING TO THIS AGREEMENT OR THE SERVICES, INCLUDING WITHOUT LIMITATION THE USE OF, INABILITY TO USE, OR UNAVAILABILITY OF THE SERVICE. UNDER NO CIRCUMSTANCES WILL ANY OF THE DISCLAIMING ENTITIES BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORISED ACCESS OR USE OF THE SERVICE OR YOUR LEADSDOWORK ACCOUNT OR THE INFORMATION CONTAINED THEREIN.

THE DISCLAIMING ENTITIES ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (A) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF THE SERVICE; (B) ANY UNAUTHORISED ACCESS TO OR USE OF SERVERS USED IN CONNECTION WITH THE SERVICES AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (C) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE; (D) ANY SOFTWARE BUGS, VIRUSES, TROJAN HORSES, OR OTHER HARMFUL CODE THAT MAY BE TRANSMITTED TO OR THROUGH THE SERVICE; (E) ANY ERRORS, INACCURACIES OR OMISSIONS IN ANY CONTENT OR INFORMATION, FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT OR INFORMATION, IN EACH CASE POSTED, EMAILED, STORED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICE; AND/OR (F) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY.

WITHOUT LIMITING THE FOREGOING PROVISIONS OF THIS SECTION 9, THE DISCLAIMING ENTITIES’ CUMULATIVE LIABILITY TO YOU SHALL BE LIMITED TO DIRECT DAMAGES AND IN ALL EVENTS SHALL NOT EXCEED IN THE

AGGREGATE THE AMOUNT OF FEES PAID BY YOU TO LEADSDOWORK DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR LIABILITY.

THIS LIMITATION OF LIABILITY SECTION APPLIES REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED, INCLUDING WITHOUT LIMITATION CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER BASIS. THE LIMITATIONS APPLY EVEN IF LEADSDOWORK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

THE PROVISIONS OF THIS SECTION SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

#### **Disputes; Choice of Law; Jurisdiction and Venue**

This Agreement is concluded in English.

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) (a “Dispute”) will be governed by and construed in accordance with the laws of England and Wales.

Any Dispute shall be finally resolved by arbitration under the LCIA Rules by a sole arbitrator appointed in accordance with the said Rules. It is agreed that the seat of the arbitration shall be London and the language of the arbitration shall be English.

Headings are included for convenience only, and shall not be considered in interpreting this Agreement. The Agreement does not limit any rights that we may have under trade secret, copyright, patent or other laws. Our failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term.

#### **Right to Amend**

We have the right to change or add to the terms of this Agreement, and to change, delete, discontinue, or impose conditions on any feature or aspect of the Service or software with two months’ prior notice, including such notice on the [LeadsDoWork website](#) or any other website maintained or owned by us for the purposes of providing services in terms of this Agreement. You will be deemed to have accepted the changes unless you notify us to the contrary in writing to LeadsDoWork’s email address as set out above before the proposed date of the change and any use of the Service or software after the notified date of proposed implementation of any such changes shall constitute your acceptance of this Agreement as modified. You have the right to terminate this Agreement immediately and without charge before that date. If any provision of this Agreement is judged to be illegal or unenforceable, the continuation in full force and effect of the remainder of the provisions shall not be prejudiced.

#### **Assignment**

This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you without our prior



written consent, but may be assigned by us without consent or other restriction.

## Change of Business

You agree to give us at least 30 days prior notification of your intent to change your current product or services types, your trade name or the manner in which you accept payment. You will immediately notify us of any voluntary or involuntary insolvency proceeding, petition, administration, receivership, bankruptcy, or similar action or proceeding initiated by or against you or any of your principals. You will include us on the list and matrix of creditors as filed with any insolvency, commercial or civil court, whether or not a claim may exist at the time of filing (any of the foregoing, a "Bankruptcy Proceeding"). Failure to do so will be cause for immediate termination of this Agreement and shall allow the pursuit of any other action available to us under applicable Network Rules or law. You also agree to promptly notify us of any adverse change in your financial condition, any planned or anticipated liquidation or substantial change in the basic nature of your business, any transfer or sale of 25% or more of your total assets or any change in the control or ownership of you or your parent entity. You will also notify us of any judgment, writ, warrant of attachment, execution or levy against 25% or more of your total assets not later than three days after you obtain knowledge of it.

## Parties

This Agreement binds you and your respective heirs, representatives, and permitted and approved successors (including those by merger and acquisition) or any permitted assigns. This Agreement does not confer any rights on any person or party pursuant to the Contracts (Rights of Third Parties) Act 1999.

## Third Party Services and Links to Other Web Sites

You may be offered services, products and promotions provided by third parties and not by us. If you decide to use these services, you will be responsible for reviewing and understanding the terms and conditions associated with these services. You agree that we are not responsible for the performance of these services. The LeadsDoWork website may contain links to third party websites as a convenience to you. The inclusion of any website link does not imply an approval, endorsement, recommendation by us. You agree that you access any such website at your own risk, and that the site is not governed by the terms and conditions contained in this Agreement. We expressly disclaim any liability for these websites. Please remember that when you use a link to go from our website to another website, our Privacy Policy is no longer in effect. Your browsing and interaction on any other website, including those that have a link on our website, is subject to that website's own rules and policies.

## Force Majeure

No party will be liable for delays in processing or other nonperformance caused by such events as fires, telecommunications or internet failures, utility failures, power failures, equipment failures, employment strife, riots, war, terrorist attack, nonperformance of our vendors or suppliers, acts of God, or other causes over which the respective party has no reasonable control, except that nothing in this section will affect or excuse your liabilities and obligations, including without limitation for unfulfilled products and services.

## Licence Restrictions

Except as expressly set out in this Agreement or as permitted by any local law, you agree:

(a) not to copy the App except where such copying is incidental to normal use of the App, or where it is necessary for the purpose of back-up or operational security; (b) not to rent, lease, sub-licence, loan, translate, merge, adapt, vary or modify the App; (c) not to make alterations to, or modifications of, the whole or any part of the App, or permit the App or any part of it to be combined with, or become incorporated in, any other programs; (d) not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the App or attempt to do any such thing except to the extent that (by virtue of section 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the App with another software program, and provided that the information obtained by you during such activities: (i) is used only for the purpose of achieving inter-operability of the App with another software program; (ii) is not unnecessarily disclosed or communicated without our prior written consent to any third party; and (iii) is not used to create any software that is substantially similar to the App; (e) to keep all copies of the App secure and to maintain accurate and up-to-date records of the number and locations of all copies of the App; (f) to include our copyright notice on all entire and partial copies you make of the App on any medium; (g) not to provide or otherwise make available the App in whole or in part (including object and source code), in any form to any person without prior written consent from us; and (h) to comply with all technology control or export laws and regulations that apply to the technology used or supported by the App or any Service, together "Licence Restrictions".

## Acceptable Restrictions

You must: (a) not use the App or any Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this Agreement, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the App, any Service or any operating system; (b) not infringe our intellectual property rights or those of any third party in relation to your use of the App or any Service[, including the submission of any material] (to the extent that such use is not licensed by this Agreement); (c) not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App or any Service, whether in response to customer review or otherwise; (d) not use the App or any service in a way that could damage, disable, overburden, impair or compromise our systems or security or

interfere with other users; and (e) not collect or harvest any information or data from any Service or our systems or attempt to decipher any transmissions to or from the servers running any Service.

## Data Protection

You agree that you may only contact the Customer regarding the specific enquiry that LeadsDoWork has passed to you. In Accordance with the Data Protection Act 1998 (DPA) you are not allowed to contact the Customer for any other purpose and their details may not be added to any marketing communications without the express consent to the Customer.

## Entire Agreement

These terms and conditions together with the Terms and Conditions relating to lead Generation and all policies and procedures that are incorporated herein by reference constitute the entire agreement between you and LeadsDoWork with respect to the provision of the Service. In the event of a conflict between this Agreement and any other LeadsDoWork agreement or policy, this Agreement shall prevail on the subject matter of this Agreement. Except as expressly provided in this Agreement, these terms describe the entire liability of LeadsDoWork and our vendors and suppliers (including payment providers and processors) and sets forth your exclusive remedies with respect to the Service and your access and use of the Service. If any provision of this Agreement (or portion thereof) is held to be invalid or unenforceable under applicable law, then it shall be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect. This Agreement has been reviewed by you with the benefit of independent legal counsel to the extent you consider necessary and any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the construction or interpretation of this Agreement. The rights conferred upon us in this Agreement are not intended to be exclusive of each other or of any other rights and remedies we may have at law or in equity. Rather, each and every right we may have under this Agreement, at law or in equity is cumulative and concurrent and in addition to every other right.

## Data sharing and processing conditions

**These are the terms upon which LeadsDoWork Limited ("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).