

## **Terms and Conditions for websites owned and operated by Performwork Ltd.**

### **1. Interpretations**

1.1 Unless the context otherwise admits words importing one gender shall include all other genders and words importing the singular shall include the plural and vice versa.

1.2 Reference to any statutory provisions in this Agreement shall include any statutory provisions, which amends or replaces it.

### **2. Definitions**

“PerformWork” means Performwork Limited, Company Registered in England No: 10537957;

“You” means you as the user of the Service and “Your” or “Yours” shall be interpreted accordingly;

“Service” means the services provided on any of the Web Sites owned and operated by PerformWork;

“Web Site” means any of the web sites owned and operated by PerformWork;

“Your Content” means any content whether text, graphics, photography, video or audio submitted by You whilst using the Service;

“Our Content” means all information which appears on the Service other than Your Content;

### **3. Agreement**

3.1 By using the Service You agree to be bound by these Terms & Conditions.

3.2 PerformWork reserves the right to amend these Terms & Conditions from time to time and PerformWork will provide You with 10 days’ notice of any such change during which time you may, by email to PerformWork at **performworkltd@gmail.com**, cancel your subscription without liability. After this 10 day period has expired you will be deemed to have accepted the revised terms and conditions and they shall come into force from this date.

3.3 Your license to use the Service is non-exclusive and non-assignable.

### **4. Disclaimer**

4.1 The Service is provided on an 'as is' basis and you have a 30 day free trial period before any subscription has to be paid. The trial period may be extended at the sole discretion of Performwork Ltd.

4.2 Whilst PerformWork will use its reasonable endeavours to ensure reliability of performance PerformWork does not warrant or guarantee the reliability or availability of the Service;

4.3 So far as is possible under law, PerformWork expressly disclaims all or any warranties, express or implied, relating to the Service, including in particular any warranties of merchantability or fitness for a particular purpose or to achieve a particular result;

4.4 PerformWork will not be liable to You under any circumstances whatsoever for any direct, indirect, consequential, punitive or special damages arising from You visiting the Website or Your use of the Service;

4.5 PerformWork reserves the right, at its discretion and without liability to You, from time to time to make changes to the Service, to alter the nature of the Service, and to withdraw any or all parts of the Service;

4.6 PerformWork hereby limits its financial liability to You for any breach of these Terms & Conditions (except for any matter for which it would be illegal for a party to exclude liability) to the subscription fees received from You for Your current subscription period;

4.7 PerformWork does not warrant that the Web Site or Service will be free from interruption and You are therefore advised to take regular back ups of Your data and save those backups to Your local computer or systems. In the event of any loss or damage to Your Content, the Your sole and exclusive remedy shall be for PerformWork to use reasonable commercial endeavours to restore any of Your Content that has been lost or damaged.

## **5. Subscription Fees**

5.1 To use the Service for more than the initial thirty day free trial period you will have to pay either a monthly or an annual subscription.

5.2 The Web Site has a shop page which displays a list of Service subscription types together with their costs You choose the type of Service subscription before agreeing to pay any fee.

5.3 If You purchase a monthly subscription You will be billed on the date of first purchase and on the same calendar day in each future month until You cancel Your subscription. PerformWork reserves the right to alter the monthly subscription charge. If it elects to do so, PerformWork will provide 30 days' notice of any such price change during which time You may cancel your subscription without liability. If You do not cancel Your subscription the increased charge will be applied to Your next monthly bill following expiry of the 30 days' notice.

5.4 To cancel Your monthly subscription You should email us at [customer@PerformWork.com](mailto:customer@PerformWork.com) at least 7 days before the date of the next monthly payment. Following receipt of Your cancellation request no further charges will be taken from Your credit / debit card.

5.5 If you wish to change Your monthly subscription you may upgrade it at any time during the period of the subscription but you cannot downgrade it to one with a lower fee. The subscription upgrade will take effect immediately after the end of the current monthly subscription.

5.6 If You purchase an annual subscription You will be billed on the date of first purchase and on the same calendar day in each future year until You cancel Your subscription. PerformWork will provide you with no less than 30 days' notice that Your subscription is about to renew during which time You may cancel your subscription without liability. PerformWork reserves the right to alter the annual subscription charge. If it elects to do so, PerformWork will provide 60 days' notice that the prices will increase during which time You may cancel your subscription with liability. If You do not cancel Your subscription the increased charge will be applied to Your next annual bill following expiry of the 60 days notice.

5.7 If You wish to change Your annual subscription You may upgrade it at any time during the period of the subscription but You cannot downgrade it to one with a lower fee. The cost of upgrading an annual subscription is the price of the new subscription less a pro rata credit of what you paid for the old subscription calculated from the date the new subscription starts to the date the previous subscription was scheduled to end.

5.8 Subject to the provisions of clause 5.6, to cancel Your annual subscription You should email us at performworkltd@gmail.com. Following receipt of Your cancellation request no further charges will be taken from Your credit / debit card. If you cancel Your annual subscription no refunds will be made for any unexpired part of the year even if You choose to stop using the Service during the first 12 months.

## **6. Distance Selling Regulations**

These regulations state that PerformWork must give You a seven working day period in which you can cancel any contract between us to simplify the process and to ensure neither party incurs unnecessary costs we give You a free thirty day trial of the Service before we request any payment You agree that these thirty days constitute the seven working days right to cancel Your subscription under the Consumer Protection (Distance Selling) Regulations.

## **7. Restrictions on Use of the Service**

7.1 The Service is one user per subscription service You may not allow anyone else to use Your login details and You agree to maintain adequate security safeguards to prevent access to the Service by any unauthorised person.

7.2 The Service is a single user single session service You should not be logged in more than once at the same time and if You were to do so and You were to make any change then You accept that your data may become corrupt.

7.3 You may use the Service for reasonable personal use or, in the case of a business, for internal purposes only;

7.4 You may not integrate the Service into another intranet/extranet or into another service. You may not use automated scripts, software, spiders or any other automated means to perform searches on the Service.

7.5 You may not adapt, vary, disassemble, decompile or reverse engineer the Service.

7.6 You are only entitled to use the Service in fair, lawful and responsible ways and Your Content may not be used in any malicious, illegal or antisocial activity.

7.7 We reserve the right to suspend Your account without notice if You have supplied PerformWork with a false email address or where it comes to PerformWork's attention that Your Content held on the Service is being used in an inappropriate way.

## **8. Data Protection Act**

You agree that in relation to all of Your Content stored on the Service You will comply with all applicable laws and codes of practice including the Data Protection Act 1998 ("DPA"). You

acknowledge that PerformWork is not the Data Controller of Your Content and You agree that if any complaint is made which relates to Your use of the Service You will assist PerformWork or the relevant authorities in investigating the complaint and You shall take such steps as are reasonably necessary to remedy the complaint as soon as possible.

## **9. Content Monitoring**

You can freely add Your Content to the Service. PerformWork does not monitor or assume any responsibility for Your Content. If at any time PerformWork decide to monitor the Service then on any occasion it does do so it does not assume responsibility for Your Content.

## **10. Your Content**

10.1 Your Content is entirely Your responsibility you must not imply that PerformWork endorses Your Content;

10.2 You will exercise honesty and decency, common sense and good judgement in adding Your Content;

10.3 You warrant that Your Content will not contain anything which is illegal, malicious, defamatory, obscene, offensive, hateful, abusive or inflammatory;

10.4 You warrant that Your Content will not breach any applicable laws including but not limited to the Data Protection Act (1998);

10.5 You warrant that Your Content does not contain any virus or other computer code that may damage the systems on which the Service is hosted or other systems with which the Service interacts;

10.6 If PerformWork is informed or becomes aware of a possible breach of these terms by reason of You uploading Your Content, PerformWork may investigate the matter and may in its sole discretion and without liability determine what action to take including removing Your Content;

## **11. Content Ownership**

11.1 You retain all ownership rights to Your Content.

11.2 You warrant that Your Content does not belong to a third party whose rights have been violated by Your Content being posted on to the Website. Furthermore if it transpires that Your Content is owned by a third party You agree to pay all royalties owed to that party, without seeking any contribution from PerformWork. You will at all times fully indemnify PerformWork against any liability that PerformWork incurs to any third parties as a result of the breach by You of the terms of this clause.

## **12. Intellectual Property**

12.1 You acknowledge that the Web Site and all Our Content, databases, graphics, buttons, icons, logos, layout and look and feel are the copyright of PerformWork, unless expressly acknowledges as otherwise. No ownership or license of any such intellectual property rights is granted to You as a result of Your use of the Service.

12.2 PerformWork is the Trademark of PerformWork Ltd.

### **13. Privacy Policy**

PerformWork's Privacy Policy is published as a separate document on the Service.

### **14. Protecting Your Security**

14.1 To ensure that Your credit, debit or charge card is not being used without Your consent, PayPal will validate your name, address and other personal information supplied by You during the order process against appropriate third party databases.

14.2 By accepting these Terms & Conditions You consent to such checks being made. In performing these checks personal information provided by You may be disclosed to a registered Credit Reference Agency which may keep a record of that information. You can rest assured that this is done only to confirm Your identity, that a credit check is not performed and that Your credit rating will be unaffected. All information provided by You will be treated securely and strictly in accordance with the Data Protection Act 1998.

### **15. Headings**

The headings of the terms and conditions herein contained are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of any of the terms and conditions of this Agreement.

### **16. Severability**

The foregoing paragraphs, sub-paragraphs and clauses of this agreement shall be read and construed independently of each other. Should any part of this Agreement or its paragraphs, sub-paragraphs or clauses be found invalid it shall not affect the remaining paragraphs, sub-paragraphs and clauses.

### **17. Waiver**

Failure by PerformWork to enforce any accrued rights under this Agreement is not to be taken as or deemed to be a waiver of those rights unless PerformWork acknowledge the waiver in writing.

### **18. Entire Terms & Conditions**

18.1 This Agreement is the entire agreement and understanding between You and PerformWork.

18.2 PerformWork shall not be liable to You for loss or damage arising from or in connection with any representations, agreements, statements or undertakings made prior to the date of this Agreement other than those expressly incorporated or referred to in this Agreement.

### **19. Jurisdiction**

These Terms & Conditions shall be interpreted, construed and enforced in accordance with English law and shall be subject to the exclusive jurisdiction of the English Courts.

BY USING THE SERVICE YOU ARE DEEMED TO HAVE ACCEPTED THE ABOVE TERMS AND CONDITIONS.

20<sup>th</sup> September 2021

Performwork Ltd.