

## FLEC Application EULA

You are about to conclude a legally binding agreement

Please read these Terms carefully. They govern your access to and use of our web application (the "Web App") and our mobile application called FLEC (each an "App") and the Content and services available through the App. If you do not agree with these terms you may not use the App.

### Parties

We are Flexible Lifestyle Employment Company Limited, a company incorporated under the laws of England & Wales under company number 10823546 with our registered office at Oakwood House, Blackwood Business Park, Ash Road South, Wrexham Industrial Estate, Wrexham LL13 9UG ("FLEC" or "we" or "us"). If you are using the App, you agree, warrant and represent that you are entering into these terms as a contractor/worker and you are referred to in these Terms as a "User".

### These Terms

We provide and make available, and you use and access, the App and the Content and services on or available through it subject to these Terms. You agree to be bound by these Terms by downloading or installing the App, [or by creating a user account on the FLEC online portal/platform]. We reserve the right to vary these Terms at any time. If we do so, the updated terms will be posted on the Terms page when the alteration is made. By using the App after that, you agree to the revised Terms. None of these Terms will be interpreted so as to deprive you of any rights you may have under mandatory English or other applicable law.

### The App

The App is a piece of software provided to Users to conveniently report information useful to their employer. The App is designed to allow a User to register for temporary employment through us. It also enables a User to receive further messages from FLEC. You can use the App for your personal use only.

To download, install, access or use the App, you must be 18 years of age or over. If you are 18 and you wish to use download, install, access or use the App, you must get consent from your parent or guardian before doing so.

Access to the App is permitted on a temporary basis, and we reserve the right to withdraw or amend the App or any Content or services on or available through it without notice. We are not liable if for any reason the App or any Content or services on or available through it are unavailable at any time or for any period. We can restrict access to some or all parts of the App or the Content or services on or available through it to Users who have successfully registered with us for relevant services or Content.

You are responsible for making all arrangements necessary for you to have access to the App, including, but not limited to, maintaining a balance of sufficient credit on your mobile device, otherwise ensuring access to your mobile data network, ensuring a sufficient charge in the device's battery and keeping the device in your possession. While we may take precautions against security breaches, no website, application or Internet transmission is completely secure, and as such, you acknowledge that neither we nor third parties connected to us shall be liable for damages, costs or losses, that may result from interruption or interception of communications or unauthorized access or hacking. We cannot guarantee the privacy and security of such communications. The App is independent of any device on which it is located. Your download, installation, access to and use of the App may also be governed by the terms and conditions of your mobile or internet provider. You agree that your use of the App is for your benefit to provide information to us and to facilitate efficient processing of your work, timesheets and pay claims. You agree that by using the App you are asking us to supply your information to potential employers for your benefit and by your own choice.

### Payment

We will not charge you for the use of the App. If at any time in the future we introduce charges for the App, then the amount and payment conditions associated with the charges will be notified to you in writing in advance and form part of these Terms. Thereafter your continued use of the App will constitute acceptance of the charges. Any quoted prices will be inclusive of VAT. We may terminate your free use of the App at any time for any or no reason. Your mobile or internet provider may charge you network fees as a result of your download or use of the App. You are solely responsible for any such fees.

### Our Intellectual Property

We are the owner or the licensee of all Intellectual Property rights in the App, the App's content, including the App's "look and feel" (collectively the "Content"). The Content is protected by copyright laws and other intellectual property laws (including laws related to patents, trademarks, designs, database rights, sui generis rights and other proprietary rights). All such rights are reserved. You may not make alterations, copies, extractions, modifications, or additions to the Content, or sell, copy, distribute, disseminate or licence it, or misuse the Content in any way. If you want to republish, extract, reproduce, disseminate or otherwise use the Content, you must contact us in advance for written permission except if otherwise expressly provided in these Terms. This is without prejudice to any rights you may have under applicable mandatory law. If you breach this clause 6 your right to use our App ceases immediately. You acknowledge and agree that any breach of this clause 6 will cause us irreparable harm for which damages are not an adequate remedy and that we may seek interim, preliminary or protective relief from any competent court to restrain your anticipated or actual breach of this clause 6.

### **Use of App by User**

We hereby grant you a non-exclusive, non-transferable, non-sub-licensable, revocable licence to use the App solely to access the Content subject always to these Terms. You are not permitted to modify the App or adapt, translate or edit it in any way or combine the App with other software.

### **Third Party Content and Websites**

The App or Content may contain third party content. To the fullest extent permitted by applicable law, we are not responsible for and do not warrant the accuracy of any content provided by third parties, such as content uploaded or provided by any Employer. The App or Content may contain links to third party websites. The linked websites are not under our control and we are not responsible for the contents or actions of any linked site or any link contained in a linked site, or any changes or updates to such websites. The inclusion of any link does not imply endorsement by us of any website. Your use of third party websites is likely subject to the terms and conditions of use and privacy policy contained within each of those websites. We may terminate a link to a third-party website at any time.

### **Improper use of the App**

You may not use the App in any manner that could damage, disable, overburden, or impair it, its servers, or the network(s) connected to the server, or interfere with any other party's use and enjoyment of the App and services on or available through it. You may only download the App from a store approved by us and may not install the App on a jail-broken or rooted device. You may not hack into or insert malicious code into the App. You may not attempt to gain unauthorized access to any services, parts of the App, other accounts, computer systems or networks connected to any server through hacking, password mining or any other means. You may not obtain or attempt to obtain any Content, materials or information through any means not intentionally made available to you. Illegal and/or unauthorized use of the App, Content or services on or available through it will be investigated and appropriate legal action may be taken.

### **Data Protection**

We collect and process information about you in accordance with our Privacy Statement which is available at [www.flecagency.co.uk/privay\\_policy](http://www.flecagency.co.uk/privay_policy). By agreeing to these Terms, you consent to the processing described in our Privacy Statement and Cookie Policy and confirm that all personal data provided by you is accurate and up-to-date.

### **Indemnity**

You hereby agree to indemnify, defend and hold harmless and to keep fully and effectively indemnified, defended and held harmless FLEC and our officers, agents, partners and employees against all losses, expenses, damages and costs from and against any and all liability and costs, including, without limitation, reasonable lawyers' fees, incurred in connection with any claim arising out of your use of the App, any false, misleading or inaccurate information provided by you, any ratings submitted in relation to your Agencies or Agency client companies, or any breach by you or any person to whom you have given access to your account of these Terms, including in particular this clause 7. You shall cooperate fully as reasonably required by FLEC in the defence of any such claim. You warrant and undertake that any information provided by you is true, accurate and independent and that, in particular, any ratings submitted through your FLEC Account regarding either Agencies or Agency client companies are made in good faith and are not malicious, fraudulent, defamatory, vexatious or made in concert with others.

### **Liability**

Use of the App is entirely at your own risk and you assume full responsibility and risk of loss resulting from the use of, viewing, access to, relying on, installing, or downloading from, the App and/or Content. To the fullest extent permitted by applicable law, you agree that we are not liable for loss or damages arising out of your use, or your inability to use, the App or any Content or services accessible through it. The App and Content or services on or accessible through it are provided on an "as is" basis and we make no undertaking, representation or warranty:

- regarding the completeness or accuracy, reliability or timeliness of any of the Content;
- that the App, its server or the Content is free from defects, errors, viruses, bugs or other harmful elements;
- in relation to availability and/or uninterrupted use of the App or Content,

and we expressly disclaim all such warranties, representations and undertakings to the maximum extent permitted by law. You should check that the App is compatible with all hardware and software you use. We are not liable for damage to, or viruses or other code that may affect, any equipment (including any computer, tablet, mobile or other device), software, data or other property as a result of your download, installation, access to or use of the App. We are not liable to you for (i) any loss of income, business, revenue or profits; (ii) any loss or corruption of data; (iii) any corruption or damage to equipment device, hardware or software; or (iv) any loss or damage which was not foreseeable to both you and us. If we have any liability to you, it is in all cases limited in aggregate to one hundred pounds (£100) only (except in the case of death or personal injury resulting from our act or omission). You are liable to us for any loss, damage or harm suffered or incurred by us as a result of your breach of these Terms.

### **Events Beyond our Control**

We are not in breach of these Terms or liable to you if there is any total or partial failure of performance of any of our duties and obligations resulting from any act or matter beyond our reasonable control. This may include where such results from any act of God, fire, act of government or state, war, civil commotion, insurrection, embargo, inability to communicate with third parties for whatever reason, failure of any computer dealing or settlement system, failure of or delay in the transmission of communications, prevention from or hindrance in obtaining any energy or other supplies, labour disputes of whatever nature, late or mistaken payment by an agent or any other reason (whether or not similar in kind to any of the above) beyond our reasonable control.

**Notices**

You must send any formal notice under these Terms to us by sending it in writing to our postal address, namely: Oakwood House, Blackwood Business Park, Ash Road South, Wrexham Industrial Estate, Wrexham LL13 9UG.

**Severability**

If, at any time, any provision of these Terms is or becomes illegal, invalid or unenforceable, that shall not affect or impair the legality, validity or enforceability of the remainder of these Terms (including the remainder of a provision where only part of it is or has become illegal, invalid or unenforceable).

**Waiver**

The exercise by us of any of our rights under these Terms is without prejudice to any of our other rights and remedies. The provisions of these Terms may only be waived by FLEC in writing by express reference to the provision in question. No delay, neglect or forbearance on the part of FLEC in enforcing any provision of these Terms is a waiver, or in any way prejudices any right of FLEC under these Terms. A waiver by FLEC of any breach of any of the provisions of these Terms does not constitute a general waiver of such provision or of any subsequent act contrary to it.

**Transfers**

These Terms are personal to you and may not be transferred or assigned to anyone else. We may assign, transfer or otherwise dispose of all or any of our rights or obligations under these Terms, in whole or in part, by prior notice to you, provided that in doing so we do not materially prejudice your interests under these Terms.

**Entire Agreement**

These Terms (incorporating the Privacy Statement, Cookie Policy [and any payment notification under Clause 5.1]) represent the entire understanding of the parties concerning their subject matter and override and supersede all prior agreements concerning it (whether written, oral or implied) which are hereby revoked by our mutual consent. Neither of us has relied upon, or has any remedies in respect of, any representations, terms or conditions except those set out in these Terms. This does not exclude any liability for fraud and/or fraudulent misrepresentations]

**Governing Law**

18.1 The laws of England & Wales apply to the Terms (and any matter or dispute arising out of or in connection with them) and, subject to Clause 18.2, the courts of England & Wales have exclusive jurisdiction in connection with the Terms and all such matters and disputes.

18.2 Notwithstanding Clause 18.1, you agree that we may seek interim, preliminary or protective relief before the competent courts of any jurisdiction.

**Termination**

You may terminate these Terms at any time, and without penalty, by cancelling your subscription to the App. This may be contrary to your obligations to or the expectations of your Employer. We may terminate these Terms at any time for any or no reason. If we terminate the Terms for a reason other than your breach of these Terms, we will refund the subscription charges pro-rated for the remaining period of your subscription. The following clauses will survive the termination of these Terms: If you are acting as a User: Clauses 1, 2, 6 and 8 through 19 (inclusive).

**Definitions and Interpretation**

The masculine gender includes the feminine and neuter and the singular number include the plural and vice versa and words importing persons include firms or companies. The section headings to the provisions are inserted for convenience of reference only and are not a part of, and do not or affect the construction or interpretation of, the Terms. The "Terms" means the terms and conditions set out in this document, and such other terms and conditions as may be added to or substituted for them from time to time pursuant to these Terms. "You" means the person accessing or using the App as a User. "We" means FLEC, and our assignees. "Intellectual Property" shall mean all patents, registered trademarks and designs, copyright, applications for any of the foregoing, trade and business names, domain names, rights in get-up, service marks, unregistered trademarks, goodwill in relation to the foregoing, database rights, sui generis rights, rights in designs (whether registerable or not), ideas, inventions, discoveries, mask works, formulas, source and object codes, data, programs, concepts, improvements to existing technology, processes, systems, methods, topographies, topography rights, rights in maps, drawings, plans, costings, layout files, rights in computer software, rights in hardware, rights in products and services, rights in 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 (or rights to apply) for, and renewals and extensions of, such rights and all similar or equivalent rights or forms of protection which now or in the future subsist in any part of the world. "Including", "to include", "in particular" and like phrases shall be interpreted without limitation.