

## CHOREZEE TERMS AND CONDITIONS ("Terms")

### 1. CHOREZEE TERMS OF SERVICE

1.1. These Terms of Service constitute a legally binding agreement between you and us, Chorezee Limited, a company registered in England and Wales with company number 11100766, whose registered office is at Unit 1 Rowan Court, 56 High Street Wimbledon, London, England, SW19 5EE ("**Chorezee**") and govern your use of the Chorezee Platform (as defined below), Chorezee's website <https://www.Chorzee.com> ("**Site**") or mobile applications (the "**Apps**").

1.2. The Chorezee platform and related services provided by Chorezee, the Site and Apps, including without limitation communications and information provided by Chorezee to potential and actual Service Providers and Clients (both defined below) are hereinafter collectively referred to as the "**Chorezee Platform**".

1.3. Any personal data you submit to the Chorezee Platform or which we collect about you is governed by our Privacy Policy ("**Privacy Policy**"). You acknowledge that by using the Chorezee Platform you have reviewed the Privacy Policy.

1.4. By using the Chorezee Platform you confirm you accept the terms and conditions in these Terms of Service, and any future amendments and additions to this Agreement (as defined below). These Terms of Service and the Privacy Policy form and are hereinafter referred to as this "**Agreement**". If you object to anything in this Agreement, you may not use or access the Chorezee Platform.

1.5. All monetary amounts shall be paid in Sterling.

### 2. THE CHOREZEE PLATFORM CONNECTS SERVICE PROVIDERS AND CLIENTS

2.1. The Chorezee Platform is an online-based communications platform which enables connections between Clients and Service Providers (both defined below).

2.2. "**Clients**" are either individuals and/or businesses seeking various services ("**Service(s)**") from Service Providers, and are therefore clients of the Service Providers.

2.3. "**Service Provider**" are either individuals and/or businesses seeking to perform Services for Clients.

2.4. Clients and Service Providers together are collectively referred to as "**Users**".

2.5. If you agree on the terms of a Service with a Client, you and such Client form a Service Agreement (defined below) directly between the two of you as set forth in more detail in Paragraph 3 below.

2.6. Service Providers are independent contractors and not employees, partners, agents, joint ventures, or franchisees of Chorezee. Chorezee does not perform Services and does not employ individuals to perform Services. Service Providers and Clients acknowledge and agree that Chorezee does not supervise, direct, control, influence or monitor a Service Provider's work. Chorezee is not responsible for the work and therefore has no responsibility or liability for the work performed on the Services in any manner, including but not limited to a warranty or condition or good and workmanlike services, warranty of fitness for a particular purpose, or compliance with any law, regulation, or code whatsoever.

2.7. The Chorezee Platform only provides for connections between Service Providers and Clients for the fulfilment of Services. Chorezee is not responsible for the performance or communications of the Service Providers and/or Clients, nor does it have control over the quality, timing, legality, failure to provide, or any other aspect whatsoever of the Services, Service Providers, Clients, nor of the integrity, responsibility, qualifications, or any of the actions or omissions whatsoever of any of the Service Providers and Clients, or of any ratings provided by Service Providers and Clients with respect to each other.

2.8. Chorezee makes no warranties or representations about the suitability, reliability, timeliness, or accuracy of the Services requested or services provided by, or the communications of or between, Service Providers and Clients identified through the Chorezee Platform, whether in public, private, or offline interactions or otherwise howsoever.

2.9. For the term of this Agreement you irrevocably appoint and authorise us to act as your sole and exclusive agent for the purpose of concluding contracts for a Service between you and the Client through the Chorezee Platform. The legal contract for the Service will in all cases be between you and the Client.

### 3. Vetting and Service Providers/Clients Representations and Warranties

#### **Vetting**

3.1. In accordance with Chorezee's internal policies and procedure, Service Providers may be subject to an extensive vetting process before they can register for and during their use of the Chorezee Platform, including but not limited to a verification of identity, right to work checks and criminal background checks including DBS checks, Companies House checks, Google searches using third party services as appropriate ("**Identity Checks**"). Sole traders and partners may be asked to provide their UTR numbers. We may ask the Service Provider to evidence they carry sufficient business insurance to Chorezee's satisfaction and sole discretion, including but not limited to insurance policies and certificates. Chorezee will conduct Identity Checks as appropriate, in accordance with Chorezee's vetting policy from time to time and applicable laws.

3.2. Although Chorezee may perform Identity Checks, Chorezee is not required to do so and cannot confirm that each of the Service Providers/Clients is who they claim to be. Chorezee uses third party services to perform checks and therefore Chorezee cannot and does not assume any responsibility for the accuracy or reliability of Identity Check information or any information provided through the Chorezee Platform.

3.3. When interacting with other Service Providers/Clients, you should exercise caution and common sense to protect your personal safety, data, and property, just as you would when interacting with other persons whom you do not know. Chorezee will not be liable for any false or misleading statements made by Service Providers/Clients of the Chorezee Platform. Neither Chorezee nor its parents, affiliates, or licensors, including their respective directors, officers, shareholders, agents, investors, subsidiaries, attorneys, representatives, insurers, employees, successors and assigns (hereinafter referred to collectively as "**Chorezee and Affiliates**"), is responsible for the conduct, acts, or omissions, whether online or offline, of any Service Providers/Clients of the Chorezee Platform and you hereby release Chorezee and Affiliates from any and all liability, claims, demands, or damages of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such use of the Chorezee Platform.

#### **Service Providers/Clients Representations and Warranties**

3.4. You represent and warrant that: (1) you are 18 years of age or older and are at least of the legally required age in the United Kingdom, and are otherwise capable of entering into binding contracts, and (2) you have the unrestricted right to work in the United Kingdom and in which you reside and accept each applicable Service without additional immigration approvals, and (3) you have the right, authority and capacity to enter into this Agreement and to abide by the terms and conditions of this Agreement, and that you will so abide. If you enter into this Agreement on behalf of Chorezee or other organization, you represent and warrant that you have authority to act on behalf of that entity and to bind that entity to this Agreement.

3.5. You further represent and warrant that you have read, understand, and agree to be bound by these Terms of Service in order to access and use the Chorezee Platform. You hereby warrant and represent that you will respect the privacy (including without limitation private, family and home life), property and data protection rights of Service Providers/Clients and that you will not record (whether video or audio or otherwise) any Service or any interaction by or with any

Service Providers/Clients and/or Chorezee in connection with the Chorezee Platform without the prior written consent of Chorezee and/or the Service Providers/Clients, as applicable. You further represent and warrant that you will fulfil the commitments you make to other Service Providers/Clients, including paying/receiving payment through the Chorezee Platform, performing the Services agreed upon as between the Service Provider and Client, communicating clearly and promptly and/or responding to invitations promptly, being present and/or available at the time you agree upon with your Service Provider or Client as the case may be, and only utilizing the third party payment processing system specified or approved by us to make or receive payment for services provided through the Chorezee Platform. You also represent and warrant that you will act professionally and responsibly in your interactions with other Service Providers/Clients. You further represent and warrant that when using or accessing the Chorezee Platform, you will act in accordance with any applicable national or international law, custom and in good faith.

#### 4. CONTRACT BETWEEN CLIENTS AND SERVICE PROVIDERS

4.1. You acknowledge and agree that a legally binding contract (the "**Service Agreement/Order**") is formed when you agree on the terms of a Service with the Client. The terms of the Service Agreement include the terms set forth in this Paragraph 3, the engagement terms proposed and accepted on the Chorezee Platform, and any other contractual terms accepted by both the Service Provider and their Client to the extent such terms do not conflict with the terms in this Agreement, including this Paragraph 3, and do not expand Chorezee's obligations or restrict Chorezee's rights under this Agreement. You agree that Chorezee is not a party to any Service Agreement and the formation of a Service Agreement will not, under any circumstance, create an employment or other service relationship between Chorezee and the Service Provider (or anyone else supplied by the Service Provider), nor will it create an employment relationship between the Client and the Service Provider or any such person. Chorezee's role is restricted solely to acting as a limited payment collection agent for the Service Provider to facilitate payment on behalf of the Service Provider through the Chorezee Platform in respect of Services they perform. In acting as the limited payment collection agent for particular Services on the Chorezee Platform, Chorezee disclaims any other agency or authority to act on behalf of the Service Provider, and assumes no liability for any acts or omissions of the Service Provider, either within or outside of the Chorezee Platform.

4.2. You acknowledge and understand that when you agree the Service Agreement you are obliged to fulfil that Service in accordance with the details received from us. If you do not fulfil the Service you acknowledge that you are in breach of the Service Agreement with the Client and that we may take any action we deem fit (including refunding the Client for any amount received by us from them). You will use your best efforts to accept all Services. If you cannot fulfil your obligation to the Client in respect of any Service, you must communicate this to us as soon as possible so that we can inform the Client.

4.3. Before any Services are performed by any assistants, helpers, subcontractors or other personnel engaged by the Service Providers (collectively "**Helpers**"), the Service Provider shall require any such individuals to become fully registered and verified Service Providers on the Chorezee Platform. A Service Provider's failure to comply with this provision by bringing a Service Provider who is not a registered Service Provider could lead to removal from the Chorezee Platform. The Service Provider assumes full and sole responsibility for the acts and omissions of such Helpers, including without limitation the payment of all compensation, benefits and expenses of Helpers, if any, and for all required and applicable income tax and National Insurance Contributions withholdings as to the Service Provider and all persons engaged by the Service Provider in the performance of the Services.

4.4. While using the Chorezee Platform, Clients, in their sole discretion, determine whether they will be present or not when a Service is performed and/or completed. Clients who elect not to be present when a Service is performed and/or completed agree that if someone other than them (i.e. spouse, roommate, friend, etc) is present when the Service is performed, they are appointing that person as their agent ("**Client's Agent**") and the Service Provider may take and follow direction from the Client's Agent as if such direction was given from the Client him or herself. The Client's Agent may authorize any applicable waiver by signing in the Client's absence. Client agrees that such direction and/or waiver is valid and enforceable against the

Client and the Client's Agent, and the Client shall be responsible and liable for all such direction and/or waiver as if made by the Client him or herself.

4.5. The Client shall pay Chorezee directly through the PSP (as defined below) as indicated on the Chorezee Platform at the rates agreed to by the parties in the Service Agreement. Payment from the Client to the Service Provider shall be subject to the terms set out in this Agreement. The Service Provider and Client each agree to comply with the Service Agreement and this Agreement during the engagement, performance and completion of a Service. Both parties agree to notify Chorezee of any disputes prior to negotiation of or filing of any claims, and to negotiate any dispute informally via Chorezee representatives for at least thirty (30) days before initiating any proceeding. Chorezee reserves the right to suspend or terminate any account or Service pending the resolution of any dispute.

4.6. The Client has the right to cancel their Order or Orders at any time, but the following charges will apply depending on how soon to the Order fulfilment date the Order is cancelled, as shown below:

4.6.1. where the Order is cancelled at least two days (more than 48 hours notice) prior to the date the Order is to be provided by the Service Provider they will receive a full refund and the Service Provider shall not be entitled to any payment.

4.6.2. where the Order is cancelled one day (between 24-48 hours notice) prior to the date the Service is to be provided by the Service Provider, the Client will be entitled to a fifty (50%) per cent refund of the Order value and the Service Provider will receive fifty (50%) per cent of the Order value less our Fee.

4.6.3. where the Client cancels on the day of the Order (less than 24 hours notice) they shall not be entitled to a refund or partial refund and will be charged the full value of the Order. The Service Provider will receive the full Order value less our Fee.

4.7. In the event you cancel the Client's Order you shall be entitled no payment

## 5. BILLING AND PAYMENT POLICY

5.1. Users of the Chorezee Platform contract for Services directly with other Users. Chorezee will not be a party to any contracts for Services or, for the avoidance of doubt, any other services. Payment for a Service through the Chorezee Platform is made directly from the Client to Chorezee via the PSP (see further details below). Chorezee is not obligated to and shall not pay the Service Provider for the Client's failure to pay for Services.

5.2. Clients of the Chorezee Platform will be required to pay for Services by credit card and/or bank account through the Payment Service Provider retained by Chorezee (the "**PSP**"). Chorezee shall invoice the Client (the "**Invoice**") at the time the Order is placed. Clients will be responsible for paying for each Service requested when placing an order for Service. The Invoice from Chorezee to the Client shall include (i) the pricing terms of the Service agreed with and provided by a Service Provider ("**Service Payment**") (ii) VAT or any other applicable taxes in your residing country (iii) the Chorezee administration and PSP fee ("Convenience Fee").

5.3. The Service Provider shall Invoice Chorezee on the 1st and 14th day of each month ("Invoice Dates") for Services or Orders completed in the period prior to the Invoice Date. The Invoice from the Service Provider shall include (i) details of the Service Provider, (ii) the date of each Order they are seeking payment, (iii) the Order number, (iv) the date when the Service or Order was completed, (v) Service Payments in respect of each Order (vi) tax if applicable, (vii) VAT number, if applicable.

5.4. All Service Payments due to the Service Provider are subject to and conditional upon the Service being completed to the Client's satisfaction.

5.5. Chorezee shall within [3] days make payment to you less our fee as agreed with you from time to time ("**Fee**")

5.6. If you disagree with any payment made by us, you must give us notice within fourteen (14) days of any such payment setting out in detail your reasons for disagreement. If you do not do so we reserve the right to treat such payment as being accepted by you.

5.7. Chorezee reserves the right (but not the obligation), in its sole discretion, upon request from a Client or Service Provider, or upon notice of any potential fraud, unauthorized charges or other misuse of the Chorezee Platform, to (i) place on hold any Service Payment. (ii) refund the Client or arrange for the PSP to do so.

5.8. Service Payment and fees must be paid by the Client through the PSP as indicated on the Chorezee Platform.

5.9. Unless we have agreed otherwise, the prices, discounts and special offers you provide in respect of the Services through the Chorezee Platform must be no less favourable than those offered to clients via your own platforms.

5.10. Upon applying to become registered as a Services Provider on the Platform you shall be required to pay an administration fee which shall be notified to you at the time of application.

## 6. TERMINATION AND SUSPENSION

6.1. Chorezee may terminate or limit your right to use the Chorezee Platform at any time in the event we believe that you have breached any provision of this Agreement (a "**User Breach**"), by providing you with written or email notice. Such termination or limitation will be effective immediately upon delivery of such notice.

6.2. If Chorezee terminates or limits your right to use the Chorezee Platform pursuant to this Paragraph 5, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. If Chorezee terminates or limits your right to use the Chorezee Platform as a Client due to a User Breach, you will not be entitled to any refund of the administration fee paid to us on registration.

6.3. Even after your right to use the Chorezee Platform is terminated or limited, this Agreement will remain enforceable against you. Chorezee reserves the right to take appropriate legal action.

6.4. Chorezee reserves the right to modify or discontinue, temporarily or permanently, all or any portion of the Chorezee Platform at its sole discretion. Chorezee is not liable to you for any modification or discontinuance of all or any portion of the Chorezee Platform. Chorezee has the right to restrict anyone from completing registration as a Service Provider if Chorezee believes such person may threaten the safety and integrity of the Chorezee Platform, or if, in Chorezee's discretion, such restriction is necessary to address any other reasonable business concern.

6.5. You may terminate this Agreement at any time by ceasing all use of the Chorezee Platform. All parts of this Agreement which by their very nature should survive the expiration or termination of this Agreement shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

## 7. ACCOUNT, PASSWORD, AND SECURITY

You must register with Chorezee and create an account to use the Chorezee Platform (an "**Account**"). You are the sole authorized user of your account. You are responsible for maintaining the confidentiality of any log-in, password, and account number provided by you or given to you by Chorezee for accessing the Chorezee Platform. You are solely and fully responsible for all activities that occur under your password or account, even if not authorised by you. If you are accessing and using the Chorezee Platform on someone else's behalf, you represent that you have the authority to bind that person as the principal to all terms provided herein. Chorezee has no control over the use of any User's account and expressly disclaims any liability derived therefrom. Should you suspect that any unauthorised party may be using your

password or account or you suspect any other breach of security, you must contact Chorezee immediately.

## 8. USER GENERATED CONTENT

8.1. **"User Generated Content"** is defined as any information and materials you provide to Chorezee, its corporate partners, or other Users in connection with your registration for and use of the Chorezee Platform, including without limitation that information posted or transmitted for use in public areas. You are solely responsible for User Generated Content, and we act merely as a passive conduit for your online distribution and publication of your User Generated Content. You acknowledge and agree that Chorezee is not involved in the creation or development of User Generated Content, disclaims any responsibility for User Generated Content, and cannot be liable for claims arising out of or relating to User Generated Content. Further, you acknowledge and agree that Chorezee has no obligation to monitor, review, or remove User Generated Content, but reserves the right to limit or remove User Generated Content on the Chorezee platform at its sole discretion.

8.2. You hereby represent and warrant to Chorezee that your User Generated Content (a) will not be false, inaccurate, incomplete or misleading; (b) will not be fraudulent; (c) will not infringe on any third party's copyright, patent, trademark, trade secret or other proprietary right or rights of publicity or privacy; (d) will not violate any law, statute, ordinance, or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (e) will not be defamatory, libellous, unlawfully threatening, or unlawfully harassing; (f) will not be obscene or contain pornography (including but not limited to child pornography) or be harmful to minors; (g) will not contain any viruses, Trojan Horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; (h) will not represent you being employed or directly engaged by or affiliated with Chorezee or purport you to act as a representative or agent of Chorezee; and (i) will not create liability for Chorezee or cause Chorezee to lose (in whole or in part) the services of its ISPs or other partners or suppliers.

8.3. The Chorezee Platform allows Users to leave reviews and ratings of specific Service Providers ("**Feedback**"). Such Feedback is such User's opinion and not the opinion of Chorezee, has not been verified or approved by Chorezee and each Client should undertake their own research to be satisfied that a specific Service Provider is the right person for a Service. You agree that Chorezee is not responsible or liable for any Feedback. Chorezee encourages each User to give objective, constructive and honest Feedback about the other Users with whom they have transacted. Chorezee is not obligated to investigate any remarks posted by Users for accuracy or reliability but may do so at its sole discretion.

8.4. You hereby grant Chorezee a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub licensable (through multiple tiers) right to exercise all copyrights, publicity rights, and any other rights you have in your User Generated Content, in any media now known or not currently known in order to perform and improve upon the Chorezee Platform.

8.5. Each Service Provider who provides to Chorezee any videotape, film, recording, photograph, voice, or any related instrumental, musical or other sound effects, in exchange for the right to use the Chorezee Platform, hereby irrevocably grants to Chorezee the non-exclusive, fully-paid, royalty-free, transferable, sub licensable, worldwide, unrestricted, and perpetual right to:

8.5.1. Exhibit, distribute, display, transmit, and broadcast on any and all media, including, without limitation, the internet, any videotape, film, recording or photograph that such User provides to Chorezee or that Chorezee obtains from the Service Provider, and use, reproduce, modify, or creative derivatives of such Service Provider picture, silhouette and other reproductions of their physical likeness (as the same may appear in any still camera photograph and/or motion picture film or video) (collectively the "**Physical Likeness**");

- 8.5.2. Reproduce in all media any recordings of such Service Provider's voice, and all related instrumental, musical, or other sound effects (collectively, the "**Voice**"), made in connection with the Chorezee Platform;
- 8.5.3. Use, and permit to be used, such Service Provider's Physical Likeness and Voice in the advertising, marketing, and/or publicising of the Chorezee Platform in any media; and
- 8.5.4. Use, and permit to be used, such Service Provider's name and identity in connection with the Chorezee Platform.

8.6. Each Service Provider hereby waives all rights and releases Chorezee and Affiliates from, and shall neither sue nor bring any proceeding against any such parties for, any claim or cause of action, whether now known or unknown, for defamation, invasion of right to privacy, publicity or personality or any similar matter, or based upon or relating to the use and exploitation of such Service Provider's identity, likeness or voice in connection with the Chorezee Platform.

8.7. Each Service Provider acknowledges that Chorezee shall not owe any financial or other remuneration for using the recordings provided hereunder by such Service Provider, either for initial or subsequent transmission or playback, and further acknowledges that Chorezee is not responsible for any expense or liability incurred as a result of such Service Provider's recordings or participation in any recordings, including any loss of such recording data.

## 9. WORKER CLASSIFICATION AND WITHHOLDINGS

9.1. As set forth in Paragraph 1, Chorezee does not perform Services and does not employ individuals to perform Services. Each User assumes all liability for proper classification of such User's workers based on applicable legal guidelines.

9.2. Users do not have authority to enter into written or oral - whether implied or express - contracts on behalf of Chorezee. Each User acknowledges that Chorezee does not, in any way, supervise, direct, control or monitor a Service Provider's work or Services performed in any manner. Chorezee does not set a Service Provider's work hours or location of work. Chorezee will not provide any equipment, labour or materials needed for a particular Service. Chorezee does not provide any supervision to Users.

9.3. The Chorezee Platform is not an employment service and Chorezee is not an employer of any User. As such, Chorezee is not responsible for and will not be liable for any tax payment or withholding, including but not limited to National Insurance, employer's liability, social security, PAYE or other payroll withholding tax in connection with a User's use of the Chorezee Platform. Users agrees to indemnify Chorezee and Affiliates from any and all claims, liabilities and reasonable costs arising from or in connection with:

- 9.3.1. A Service Provider being misclassified as an independent contractor or employee;
- 9.3.2. Chorezee being incorrectly held to be an employer or joint employer of a Service Provider; or
- 9.3.3. Any other relevant third-party claims under any employment-related laws, such as those relating to employment termination, employment discrimination, harassment or retaliation, as well as any claims for overtime pay, sick leave, holiday or vacation pay, retirement benefits, worker's compensation benefits, unemployment benefits or any other employee benefits.

9.4. The Service Provider assumes full and sole responsibility for all required and applicable income tax and National Insurance Contributions withholdings as to the Service Provider and all persons engaged by the Service Provider in the performance of the Service.

## 10. INTELLECTUAL PROPERTY RIGHTS

10.1. All text, graphics, editorial content, data, formatting, graphs, designs, HTML, look and feel, photographs, music, sounds, images, software, videos, designs, trademarks, logos,

typefaces and other content (collectively, "**Proprietary Material**") that Users see or read through the Chorezee Platform is owned by Chorezee, excluding User Generated Content, which Users hereby grant Chorezee a license to use. Proprietary Material is protected in all forms, media and technologies now known or hereinafter developed. Chorezee owns all Proprietary Material, as well as the coordination, selection, arrangement and enhancement of such Proprietary Materials. The Proprietary Material is protected by the domestic and international laws governing copyright, patents, and other proprietary rights. Users may not copy, download, use, redesign, reconfigure, or retransmit anything from the Chorezee Platform without Chorezee's express prior written consent and, if applicable, the holder of the rights to the User Generated Content. Any use of such Proprietary Material, other than as permitted therein, is expressly prohibited without the prior permission of Chorezee and, if applicable, the holder of the rights to the User Generated Content.

10.2. The service marks and trademarks of Chorezee, including without limitation Chorezee and the Chorezee logos, are service marks owned by Chorezee. Any other trademarks, service marks, logos and/or trade names appearing via the Chorezee Platform are the property of their respective owners. You may not copy or use any of these marks, logos or trade names without the express prior written consent of the owner.

## 11. CONFIDENTIAL INFORMATION

11.1. You acknowledge that Confidential Information (as defined below) is a valuable, special and unique asset of Chorezee and agree that you will not disclose, transfer, use (or seek to induce others to disclose, transfer or use) any Confidential Information for any purpose other than using the Chorezee Platform in accordance with these Terms of Service. If relevant, you may disclose the Confidential Information to your authorised employees and agents provided that they are also bound to maintain the confidentiality of Confidential Information. You shall promptly notify Chorezee in writing of any circumstances that may constitute unauthorised disclosure, transfer, or use of Confidential Information. You shall use best efforts to protect Confidential Information from unauthorised disclosure, transfer or use. You shall return all originals and any copies of any and all materials containing Confidential Information to Chorezee upon termination of this Agreement for any reason whatsoever.

11.2. The term "**Confidential Information**" shall mean any and all of Chorezee's trade secrets, confidential and proprietary information, and all other information and data of Chorezee that is not generally known to the public or other third parties who could derive value, economic or otherwise, from its use or disclosure. Confidential Information shall be deemed to include technical data, know-how, research, product plans, products, services, customers, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, strategic and other proprietary and confidential information relating to Chorezee or Chorezee's business, operations, or properties, including information about Chorezee's staff, Users or partners, or other business information disclosed directly or indirectly in writing, orally or by drawings or observation.

## 12. DISCLAIMER OF WARRANTIES

### **(a) Use of the Chorezee Platform is entirely at your own risk.**

12.1. The Chorezee Platform is provided on an "as is" basis without warranties of any kind, either express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose, and non-infringement. Chorezee makes no warranties or representations about the accuracy or completeness of the content provided through the Chorezee Platform or the content of any sites linked to the Chorezee Platform and assumes no liability or responsibility in contract, warranty or in tort for any (i) errors, mistakes, or inaccuracies of content, (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the Chorezee Platform, (iii) any access to or use of our secure servers and/or any and all personal information and/or financial information stored therein; and (iv) events beyond our reasonable control. Chorezee does not warrant, endorse, guarantee or assume responsibility for any service advertised or offered by a third party through the Chorezee Platform or any hyperlinked website or featured in any banner or other advertising, and Chorezee will not be a party to or in any way be responsible for monitoring any transaction between you and third-



party providers of products or services. As with the purchase of a product or service through any medium or in any environment, you should use your best judgment and exercise caution where appropriate. Without limiting the foregoing, Chorezee and Affiliates do not warrant that access to the Chorezee Platform will be uninterrupted or that the Chorezee Platform will be error-free; nor do they make any warranty as to the results that may be obtained from the use of the Chorezee Platform, or as to the timeliness, accuracy, reliability, completeness or content of any Service or Services, information or materials provided through or in connection with the use of the Chorezee Platform. Chorezee and Affiliates are not responsible for the conduct, whether online or offline, of any User. Chorezee and Affiliates do not warrant that the Chorezee Platform is free from computer viruses, system failures, worms, trojan horses, or other harmful components or malfunctions, including during hyperlink to or from third-party websites.

12.2. Notwithstanding any feature a Client may use to expedite Chorezee selection, each Client is responsible for determining the Service and selecting their Service Provider and Chorezee does not warrant any goods or services purchased by a Client and does not recommend any particular Service Provider. Chorezee does not provide any warranties or guarantees regarding any Service Provider's professional accreditation, registration or license.

### **(b) No liability**

12.3. You acknowledge and agree that Chorezee is only willing to provide the Chorezee Platform if you agree to certain limitations of our liability to you and third parties. Therefore, you agree not to hold Chorezee and Affiliates, or their corporate partners, liable for any claims, demands, damages, expenses, losses, governmental obligations, suits, and/or controversies of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed (collectively, "**liabilities**") that have arisen or may arise, relating to your or any other party's use of or inability to use the Chorezee Platform, including without limitation any liabilities arising in connection with the conduct, act or omission of any User (including without limitation stalking, harassment that is sexual or otherwise, acts of physical violence, and destruction of personal property), any dispute with any User, any instruction, advice, act, or service provided by Chorezee and Affiliates and any destruction of your User Generated Content.

12.4. Under no circumstances will Chorezee and Affiliates or their corporate partners be liable for any direct, indirect, incidental, actual, consequential, economic, special or exemplary damages (including but not limited to lost profits, loss of data, loss of goodwill, service interruption, computer damage, system failure, failure to store any information or other content maintained or transmitted by Chorezee, or the cost of substitute products or services) arising in connection with your use of or inability to use the Chorezee Platform or the Chorezee services, even if advised of the possibility of the same.

12.5. Chorezee and Affiliates expressly disclaim any liability that may arise between Users of the Chorezee Platform. Chorezee and Affiliates also do not accept any liability with respect to the quality or fitness of any work performed via the Chorezee Platform.

12.6. If, notwithstanding the foregoing exclusions, it is determined that Chorezee and Affiliates or their corporate partners are liable for damages, in no event will the aggregate liability, whether arising in contract, tort, strict liability or otherwise, exceed the total fees paid by you to Chorezee during the twelve (12) months prior to the time such claim arose, to the extent permitted by applicable law.

12.7. Regardless of any other provision in this Agreement, nothing in these Terms of Service excludes or limits liability for: (i) death or personal injury caused by Chorezee's negligence; (ii) fraud or fraudulent misrepresentation; or (iii) any other liability that, by law, may not be limited or excluded.

### **(c) Release**

12.8. The Chorezee Platform is only a means for connecting Users. As Chorezee is not a party to or otherwise involved in the actual contract between Users or in the completion of the Service, in the event that you have a dispute with one or more Users, you hereby release Chorezee and Affiliates and their corporate partners from any and all claims, demands, damages (including

direct, indirect, incidental, actual, consequential, economic, special, or exemplary), expenses, losses, governmental obligations, suits and/or controversies of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such dispute.

### 13. INDEMNIFICATION

You hereby agree to indemnify, defend, and hold harmless Chorezee and Affiliates, and their successors and assigns (“**Indemnified Parties**”) from and against any and all direct claims, demands, and damages, including reasonable legal fees and costs, incurred in connection with (i) your use or inability to use the Chorezee Platform or Chorezee Services, (ii) your breach or violation of any term of this Agreement (iii) your violation of any law, or the rights of any User or third party (iv) any content submitted by you or using your account to the Chorezee Platform, including, but not limited to the extent such content may infringe on the intellectual rights of a third party or otherwise be illegal or unlawful. Chorezee reserves the right, in its absolute sole discretion, to assume the exclusive defence and control at its own expense of any matter otherwise subject to your indemnification. You will not, in any event, settle any claim or matter without the prior written consent of Chorezee.

### 14. GOVERNING LAW

This Agreement and your use of the Chorezee Platform shall be governed by the laws of England and Wales, and any dispute regarding this Agreement or the use of the Chorezee Platform will only be dealt with by the English courts. Nothing shall prevent us from bringing proceedings to protect our intellectual property rights before any competent court.

### 15. NO AGENCY; NO EMPLOYMENT

No agency, partnership, joint venture, employer-employee or franchiser-franchisee relationship is intended or created by this Agreement.

### 16. GENERAL PROVISIONS

Failure by Chorezee to enforce any provision(s) of this Agreement will not be construed as a waiver of any provision or right. This Agreement constitutes the complete and exclusive agreement between you and Chorezee with respect to its subject matter, and supersedes and governs any and all prior agreements or communications. The provisions of this Agreement are intended to be interpreted in a manner which makes them valid, legal, and enforceable. If any provision of this Agreement is found to be partially or wholly invalid, illegal or unenforceable, (1) such provision shall be modified or restructured to the extent and in the manner necessary to render it valid, legal, and enforceable or (2) if such provisions cannot be so modified or restructured, they shall be excised from the Agreement without affecting the validity, legality or enforceability of any of the remaining provisions. This Agreement may not be assigned or transferred by you without our prior written approval and Chorezee’s sole and absolute discretion. We may assign or transfer this Agreement without your consent, including but not limited to assignments: (i) to a parent or subsidiary, (ii) to an acquirer of assets, or (iii) to any other successor or acquirer. Any assignment by the User in violation of this Paragraph 15 shall be null and void. This Agreement will inure to the benefit of Chorezee, its successors and assigns.

### 17. LICENSING

Chorezee does not oversee, monitor or supervise the posting, scoping or performance of Services. Accordingly, Clients must determine for themselves whether a Service Provider is qualified to perform the specific Service at hand. Clients may wish to consult their national or local requirements to determine whether certain Services are required to be performed by a licensed professional.

### 18. CHANGES TO THIS AGREEMENT AND THE CHOREZEE PLATFORM

Chorezee reserves the right, at its sole and absolute discretion, to change, modify, add to, supplement, suspend, discontinue, or delete any of the terms and conditions of this Agreement (including the Terms of Service and Privacy Policy) and review, improve, modify or discontinue, temporarily or permanently, the Chorezee Platform or any content or information through the Chorezee Platform at any time, effective with or without prior notice and without any liability to Chorezee. Chorezee will endeavour to notify you of material changes by email, but will not be liable for any failure to do so. If any future changes to this Agreement are unacceptable to you or cause you to no longer be in compliance with this Agreement, you must terminate, and immediately stop using, the Chorezee Platform. Your continued use of the Chorezee Platform following any revision to this Agreement constitutes your complete and irrevocable acceptance of any and all such changes. Chorezee may also impose limits on certain features or restrict your access to part or all of the Chorezee Platform without notice or liability.

## 19. NO RIGHTS OF THIRD PARTIES

No terms are enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Agreement.

## 20. RESTRICTIVE COVENANTS

20.1. During the duration of this Agreement and for a period of six months thereafter, the Service Provider undertakes and covenants with respect to Chorezee that the Service Provider shall not without the prior written consent of Chorezee directly or indirectly:

20.1.1. solicit or approach the Clients other than through the Chorezee Platform;  
or

20.1.2. deal with any Client other than through the Chorezee Platform; or

20.1.3. solicit or entice or endeavour to solicit or entice away any Client which has been provided to the Service Provider through Chorezee; or

20.1.4. divert or try to divert any business or opportunities from Chorezee; or

20.1.5. make any disparaging remarks about Chorezee or any of its staff.

20.2. The undertakings in this Paragraph 19 are given by the Service Provider as stated above and apply to actions carried out by the Service Provider in any capacity and whether directly or indirectly.

20.3. Each of the covenants in this Paragraph 19 is considered fair and reasonable by the Service Provider. If any such restriction shall be found to be unenforceable but would be valid if any part of it were deleted or the period or area of application reduced, the restriction shall apply with such modifications as may be necessary to make it valid and effective.

## 21. NOTICES AND CONSENT TO RECEIVE NOTICES ELECTRONICALLY

You consent to receive any agreements, notices, disclosures and other communications (collectively, "**Notices**") to which this Agreement refers electronically including without limitation by e-mail or by posting Notices on this Site or App. You agree that all Notices that we provide to you electronically satisfy any legal requirement that such communications be in writing. Unless otherwise specified in this Agreement, all notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or email; or the day after it is sent, if sent for next day delivery by a recognized overnight delivery service.

If you have any questions about these Terms of Service or about the Chorezee Platform, please contact us by email at [ ] or by post to [ ].

I/we accept the above terms and conditions.

Signed by [NAME OF DIRECTOR] for and on behalf of [NAME OF COMPANY]

.....  
Director

.....  
Date