

# Elevate Platform User Agreement

By registering as a user of this website and of the Elevate Platform Limited portal ("the Portal"), the user carrying out the registration ("You" and/or "Your") will enter into a legally binding contract with Elevate Platform Limited, Company Number 07252700, whose registered office is at Cambridge House, 16 High Street, Saffron Walden, CB10 1AX, ("Elevate"), which consists of the conditions below ("this Agreement").

## 1 You and Elevate agree as follows:

- 1.1 You agree to comply in full with the terms of this Agreement, the website and acceptable use policy, the privacy policy and all rules and guidance listed on the Portal by Elevate as updated from time to time, all of which are incorporated into and form part of the contract between You and Elevate.
- 1.2 By registering to use the Portal, Elevate agrees that subject to the terms and conditions of this Agreement, You may use the Portal to (i) advertise Your availability for contract and consultancy work to other users of the Portal who are looking for contractors ("Clients") and (ii) to seek work with Clients and interact with Clients in relation to any contract or consultancy work that such Clients may advertise ("Opportunities").
- 1.3 You acknowledge, agree and warrant that all data which You upload to the Portal by is full and accurate and that in Your interactions with Client such data will be kept upto date and accurate at all times. Such data may include (i) name/identity and address details (ii) qualifications (ii) work history and (iv) evidence of Your ability to work in the UK.
- 1.4 You agree to keep your Portal user account details safe and not share Your password for the Portal to any third party.
- 1.5 You shall not:
  - a) store, distribute or transmit any material through the Portal that is (i) unlawful, harmful, threatening, defamatory, obscene, harassing or racially or ethnically offensive; (ii) facilitates illegal activity; (iii) depicts sexually explicit images; or (iv) promotes unlawful violence, discrimination based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activities; or
  - b) attempt to duplicate, modify or distribute any portion of the Portal; or
  - c) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form any of the Portal, except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties; or
  - d) use the Portal or any of the Service to provide services to third parties; or
  - e) transfer, temporarily or permanently, any of Your rights under this Agreement; or
  - f) attempt to obtain, or assist others in obtaining, access to the Portal, other than as provided under this Agreement.
- 1.6 Elevate operates the Portal as a tool for various parties to interact with each other. You acknowledge and agree that the Opportunities uploaded by Clients to the Portal will not be verified independently by Elevate, and further agree that it is Your responsibility to make Your own checks in relation to the accuracy of the details of the Opportunity on which You wish to rely, and Elevate shall not be responsible for carrying out any such checks.
- 1.7 The Portal is only to be used for non-salaried, non-employed, independent contractor work, and in the event that You are approached by a Client through or as a result of use of this Portal in relation to any permanent position of employment, You shall promptly notify Elevate of the details of that Client's approach to You by email to [admin@elevatedirect.com](mailto:admin@elevatedirect.com)
- 1.8 By applying for a job through the Portal, You grant Elevate an exclusive licence to represent You for the Opportunity You have applied for.
- 1.9 If, following Your pursuit of an Opportunity through the Portal, You accept a contract for a piece of work from a Client ("Contract"), You may, if required by a Client, be requested to record, create and log each and every one of Your timesheets and/or payment records relating to that piece of work through the Portal. You agree that You are responsible for (i) logging and registering Your (including where applicable Your employees') own timesheets and/or payment records on the Portal (ii) for making sure that they are complete and accurate at all times (iii) for keeping Your own separate up-to-date back-up copies of them and (iv) providing Consent to the Client to use Your timesheets for the purpose of making

payment to You.

- 1.10 Elevate owns the intellectual property rights in the Portal and all updates and developments to such. You shall own all rights in Your data, but to the extent necessary, permit Elevate access to Your data for the purpose of making the Portal available to You.
- 1.11 You agree that You shall be responsible for forming Your own Contract directly with the Client's chosen payroll agency or other intermediary (as applicable) with whom You transact in respect of any Contracts gained through the Portal. Subject to the records requirements in Condition 1.8 above, it is Your responsibility to arrange directly with the relevant Client and/or Your own chosen payroll agency or other intermediary (as applicable) the payments and payment terms that will apply between You in respect of any services that You provide to a Client. No money for any services You carry out shall be paid by or otherwise handled by Elevate unless a Client has selected Elevate as the payment intermediary. No Contract will be formed between You and Elevate for the sale or the purchase of any services that You provide to any Client.
- 1.12 We will endeavour to make the Portal available to You at all times. We will not, however, warrant that the Portal will be uninterrupted or error free. Elevate is not under any obligation to hold Your records for any particular Contract on the Portal after that Contract has ended.
- 1.13 Where You raise an issue with Elevate relating to the Portal, Elevate will use reasonable endeavours to make an initial response to You within ten working days, but for the avoidance of doubt shall not be under any obligation to respond within such period.
- 1.14 Subject to the provisions of Condition 1.12 above, all representations, warranties, and conditions whether implied by statute or otherwise are excluded from this Agreement. In the case of representations, warranties, conditions implied by statute these are excluded to the fullest extent permitted by law.
- 1.15 For the avoidance of doubt, Elevate is not and shall not be Your agent, nor shall Elevate be the agent of any Client, in any transaction between You and a Client.
- 1.16 You agree that any disputes between You and any Client shall be the responsibility of You and the Client to resolve. Elevate has no obligation to act as judge, mediator or arbitrator in respect of such disputes. If Your dispute relates to the Clients use of the Portal you may refer the matter to Elevate to [admin@elevatedirect.com](mailto:admin@elevatedirect.com). Elevate will investigate such complaints and take such steps as it determines in its sole discretion are appropriate, but is under no obligation to discuss its investigations or their outcome or enter into correspondence with You on such topic.
- 1.17 Elevate will take any steps which it is required to take by law in order to comply with Money Laundering Regulations 2003, or any other anti-crime legislation from time-to-time in force which may include the release of Your information and transactional details to the police or regulatory authorities without Your knowledge.
- 1.18 You agree not to do, or say, anything which would bring Elevate into disrepute or otherwise affect Elevate's goodwill and standing.
- 1.19 You warrant that all personal data (as defined in Data Protection Act 1998) relating to You and/or to Your staff and/or employees which is uploaded onto the Portal shall be provided in full compliance with the requirements of the Data Protection Act 1998 and that You have sought all necessary consents to enable Elevate to use such data in the course of providing services to You via the Portal.
- 1.20 You shall be liable for all costs, losses, claims, demands and damages incurred by Elevate as a direct result of Your breach of this Agreement. Elevate will, however, do all things necessary to mitigate its loss.
- 1.21 In respect of any breach by You of any of this Agreement, Elevate may, at its sole discretion take any or any combination of the following actions:
  - a) immediate, temporary or permanent withdrawal of Your right to use the Portal and closure of Your user account; and/or
  - b) immediate, temporary or permanent removal of any information or data already posted on the Portal; and/or
  - c) issue a warning to You; and/or
  - d) issue legal proceedings against You for reimbursement of all costs, losses, and expenses suffered or incurred by Elevate (including, but not limited to, reasonable administrative and legal costs) resulting from the breach; and/or
  - e) disclose such information to Clients and to law enforcement authorities as Elevate may reasonably believe is necessary to protect those users or as required by law; and/or

f) terminate of this Agreement.

The actions described above are not limited, and Elevate may take any other action in respect of Your breach that Elevate reasonably deems appropriate and which is permitted by law.

- 1.22 No provision of this Agreement shall exclude or limit either party's liability for death or personal injury caused by negligence or for fraudulent misrepresentation or where liability cannot be excluded or limited as a matter of law.
- 1.23 Subject to the provisions of Condition 1.22 above and Condition 1.24 below, Elevate's entire liability to You in relation to any claim or series of connected claims shall not exceed such sum as Elevate is actually able to recover from its insurers in relation to the incident or event giving rise to the claim. As Your access to the Portal is provided without charge, You agrees that this is a fair and reasonable allocation of risk between the parties.
- 1.24 Subject to Condition 1.22 above, Elevate shall not be liable to You in respect of any incident or event giving rise to a claim for any:
- a) loss of profits (whether direct or indirect);
  - b) loss of business;
  - c) loss of goodwill;
  - d) loss of reputation;
  - e) loss or corruption of data;
  - f) loss of anticipated savings;
  - g) type of special, indirect or consequential loss (including loss or damage suffered by You as a result of an action brought by a third party) even if such loss was reasonably foreseeable or if Elevate had been advised of the possibility of You incurring the same.
- 1.25 You hereby agree to give Elevate not less than 28 days in which to remedy any breach by Elevate of this Agreement.
- 1.26 We shall comply with our obligations under the Data Protection Act 1998 in relation to all personal data which is processed by us in the course of performing our obligations under this Agreement. We may, in the course of providing services, transfer your data outside the EEA, but shall do so only in accordance with our Privacy Policy which is available on our website. We shall, and shall procure that any subcontractors shall, bring into effect and maintain reasonable technical and organisational measures to maintain security, prevent unauthorised or unlawful access to, or processing of your personal data.
- 1.27 If any wording in any provision in these terms of use is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall, to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness, be deemed severable and the remaining provisions of these terms of use and the remainder of such provision shall continue in full force and effect.
- 1.28 This Agreement, and any dispute relating to it, to the Portal, and to the Portal's contents and use are subject to English law and to the exclusive jurisdiction of the English courts.