



# **Terms and Conditions of Use of Moonworkers.co.uk**



**BY USING OUR MOBILE APP AND/OR WEB APP YOU ACCEPT AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS, WHETHER OR NOT YOU HAVE CREATED AN ACCOUNT. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS YOUR SOLE AND EXCLUSIVE REMEDY IS TO CEASE USING OUR MOBILE APP AND/OR WEB APP IMMEDIATELY AND DELETE ANY ACCOUNT YOU HAVE CREATED.**

## **BACKGROUND:**

These Terms and Conditions, together with any and all other documents referred to herein, set out the terms of use under which Users may use our mobile application (“Our Mobile App”) and our website application (“Our Web App”). Please read these Terms and Conditions carefully and ensure that you understand them. You will be required to read and accept these Terms and Conditions when signing up for an Account. If you do not agree to comply with and be bound by these Terms and Conditions, you must stop using Our Mobile App and Our Web App immediately.

## **1. Definitions and Interpretation**

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

<b>“Account”</b>	means an account required to access and use Our App, as detailed in Clause 4;
<b>“Business Day”</b>	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;
<b>“Company”</b>	means the company engaging the Freelancer from time to time;
<b>“Company User”</b>	means the User of Our App in the capacity of a Company;
<b>“Content”</b>	means any and all text, images, audio, video, scripts, code, software, databases and any other form of information capable of being stored on a computer that appears on, or forms part of, Our App;
<b>“Freelancer”</b>	means the self- employed consultant from time to time;
<b>“Freelancer User”</b>	means the User of Our App in the capacity of a Freelancer;
<b>“Our App”</b>	means Our Mobile App and Our Web App;
<b>“Project Listings”</b>	means the details of any Services offered by the Company to a Freelancer User which is advertised, listed or displayed by a Company User on Our App;
<b>“Services”</b>	means the services to be provided by the Freelancer to the Company pursuant to a project description advertised by the Company on its Account;



- “User”** means a user of Our App and includes both a Company User and also a Freelancer User;
- “User Content”** means any data, text, information or images created and/or uploaded by Users in or to Our App; and
- “We/Us/Our”** means Moonworkers Ltd, a limited company registered in England and Wales under company number 11123973, whose registered address is 20-22 Wenlock Road, London, England, N1 7GU.

## **2. Information About Us**

- 2.1 Our App is owned and operated by Moonworkers Ltd, a limited company registered in England under company number 11123973, whose registered address is 20-22 Wenlock Road, London, England, N1 7GU.
- 2.2 Our App is a software-as-a-service platform for Companies to search for and engage Freelancers to provide the Services.
- 2.3 We do not introduce Freelancers to Companies and do not help Freelancers secure engagements for Services. We merely make Our App available to enable Freelancers to do so themselves. Therefore, We do not charge a fee when a Freelancer finds a suitable Company or secures any engagement to provide the Services.

## **3. Access to Our App**

- 3.1 We offer Our App for business purposes only and not for personal, household or consumer use.
- 3.2 Access to Our App is free of charge.
- 3.3 Free access to Our App is made available to Users due to paid advertising that appears on Our App. Without this advertising, we would not be able to provide you with free access to Our App. In exchange for the free access to Our App, you agree that you will not, and will not permit any third party to, remove, obstruct, modify or otherwise interfere with the delivery or display of advertisements on Our App.
- 3.4 It is the User’s responsibility to make any and all arrangements necessary in order to access Our App.
- 3.5 We may from time to time make changes to Our App:
- 3.5.1 Minor changes may be required to make underlying technical alterations, for example, to fix an error or to address a security issue. We will inform Users through a notification on Our App or by way of email, of any such changes (including, if applicable, anything that the User needs to do), however they will be unlikely to materially affect the User’s use of Our App;
- 3.5.2 Minor changes may be made to reflect changes in the law or other regulatory requirements. We will inform Users by notification through Our App or by way of email of any such changes (including, if applicable, anything that the User may need to do), however they will be unlikely to materially affect the Users use of Our App; and



- 3.5.3 As detailed on moonworkers.co.uk, We may develop and improve Our App over time, in some cases making significant changes to it. Users will be kept fully informed of any and all such changes.
- 3.6 We will try to ensure that Our App and any services or links available through Our App is available at all times, however, we provide no warranty, guarantee or promise to this effect. We may need to temporarily suspend availability to make certain changes outlined under sub-Clause 3.3. Unless We are responding to an emergency or an urgent issue, We may inform Users in advance of any interruptions to the availability of Our App.
- 3.7 Subject to clause 3.8.16, We may take reasonable steps to verify the identity of the User, however, this shall be for Our benefit only and we provide no warranty as to the identity of suitability of any User at any time and should be relied upon by an User, individual or entity,
- 3.8 The Users acknowledge and agree that:
  - 3.8.1 by creating an Account, all User Content may be searched and viewed by other Users of Our App;
  - 3.8.2 that it shall use Our App for business and commercial purposes only;
  - 3.8.3 Our App is merely a platform for Freelancer Users and Company Users to connect and we are a mere conduit;
  - 3.8.4 We are in no way intended to represent, act as or on behalf of an employment agency, employment business, recruitment agency or temp agency and are consequently not liable to comply with any laws relating to any employment agency or employment business including, but not limited to, Agency Workers Regulations 2010. Users therefore agree that all freelance Services provided are provided by independent third party contractors who are not employed by Us;
  - 3.8.5 We are not and shall not be deemed to be an employer of the Freelancer at any time;
  - 3.8.6 We may access your Account in order to respond to any requests for technical support;
  - 3.8.7 We may, at our sole and absolute discretion, remove or disable any User Content at any time for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such User Content), or for no reason at all;
  - 3.8.8 We do not set Freelancers; work hours, work schedules, or location of work, nor are We responsible for or involved in determining the Freelancer's Fees, if the Freelancer fees will be set at an hourly or fixed rate for a Service Contract. We do not invoice on behalf of the Company and/or Freelancer and we do not pay on behalf of the Company. We will not provide the Freelancer with training or any equipment, labour, or materials needed for any particular Service. We do not provide the premises at which the Freelancer will perform the work. We make no representations about, and do not guarantee the quality, safety, or legality of, the Freelancer's Services; the truth or accuracy of Project Listings on Our App; the qualifications, background, or identities of Users; the ability of Freelancers to deliver the Services; the ability of Company's to pay for the Services; or that a Company or Freelancer can or will actually enter into any engagement or Consultancy Agreement;



- 3.8.9 the use and operation of Our App, including but not limited to any User Content, may be unencrypted and involve (a) transmissions over various networks; (b) changes to conform and adapt to technical requirements of connecting networks or devices and (c) transmission to Our third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to operate and maintain Our App;
- 3.8.10 the User bears the sole responsibility for adequate security, protection and backup of any User Content. We will have no liability to you for any unauthorised access or use of any of the User Content, or any corruption, deletion, destruction or loss of any of the User Content;
- 3.8.11 the Users will be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use Our App, including, without limitation, modems, hardware, server, software, operating system, networking, web servers, long distance and local telephone service (collectively, "Equipment") and that it shall be responsible for ensuring that such Equipment is compatible with Our App;
- 3.8.12 the Users, the Freelancer and Company are responsible for complying with any relevant codes, practice and legislation at all times;
- 3.8.13 the Users, the Freelancer and Company shall be responsible for any and all taxes, levy's or charges that are incurred as a result of their engagement, the Services or the Consultancy Agreement;
- 3.8.14 the Freelancer is directly responsible to the Company for the Services;
- 3.8.15 We provide no guarantee, warranty or promise whatsoever that the use of Our App shall generate any future business, profit, connections or engagement with any other User;
- 3.8.16 it shall carry out its own prudent checks of any other User and that We take no liability for any Project Listings whatsoever including carrying out any reference or identity checks of the Users. For the avoidance of any doubt this clause 3.5.4 means that we do not:
  - 3.8.16.1 take any steps to obtain any information for Company Users to select a suitable Freelancer for the Services;
  - 3.8.16.2 take any steps to obtain confirmation of the identity of a User or that the User has the relevant experience, qualifications, training, skill set, authorisations or abilities to provide the Services, the Users right to work in the UK or that they wish to undertake the role advertised in Company User's Project Listing;
  - 3.8.16.3 take any steps to ensure that it would be detrimental to the interests of the Freelancer or the Company for the Freelancer to provide the Services;
  - 3.8.16.4 give any indication to the Company whatsoever as to the suitability of the Freelancer for the provision of the required Services;
  - 3.8.16.5 propose a Freelancer or a Company to provide any additional information about them;
  - 3.8.16.6 take up any reference in relation to the Freelancer; and/or



3.8.16.7 make any arrangements for accommodation or relocation of any a Freelancer.

#### **4. Accounts**

- 4.1 In order to use Our App, the Company and Freelancer must create and set up an Account. Once the Company and Freelancer have set up an Account they shall be a User of Our App.
- 4.2 By creating an Account, a User warrants that it is:
  - 4.2.1 at least 18 years old;
  - 4.2.2 legally capable of entering into a contract;
  - 4.2.3 does not have any criminal convictions; and
  - 4.2.4 is legally entitled to work in the UK.
- 4.3 We may, at Our sole and absolute discretion, request that the User provides evidence of any of the requirements under Clause 4.2 at any time. The User must provide such evidence within 3 Business Days' of Our request.
- 4.4 If the User fails to provide any evidence within 3 Business Days in accordance with Clause 4.3 or fails to provide adequate and sufficient evidence to provide they have met the requirements under Clause 4.2, We reserve our rights to suspend, delete or remove the User's access to the Account immediately and without further notice.
- 4.5 The Users shall warrant that they shall only register for one Account.
- 4.6 The User warrants that it shall provide true, accurate and complete information and warrants that it shall continually keep the information up-to-date and accurate at all times.
- 4.7 When creating an Account, the information the User provides must be accurate and complete. If any of the Users information changes at a later date, it is the Users responsibility to ensure that its Account is kept up-to-date.
- 4.8 We require that Users choose a strong password for its Account, consisting of 8 characters which is a combination of lowercase and uppercase letters, numbers and symbols. It is the Users responsibility to keep its password safe. Users must not share its Account with anyone else. If the User believes its Account is being used without its permission, the User must contact Us immediately. We will not be liable for any unauthorised use of any Users Account.
- 4.9 A User must not use anyone else's Account.
- 4.10 Any personal information provided in the User's Account will be collected, used, and held in accordance with the User's rights and Our obligations under the Data Protection Act, as set out in Clause 19.
- 4.11 If the User wishes to close its Account, it may do so at any time. Closing the Account will result in the removal of the User's information. Closing the Account will also remove any User Content that the User has created from Our system.
- 4.12 We reserve Our rights at all times to restrict a User's access to their account, temporarily or indefinitely, without further explanation or notice remove any information from the Account or inform other User's about any false, inaccurate or misleading information which may be on any User's Account.
- 4.13 Users shall remain solely liable for all activity that occurs on their Account unless such activity is caused by Us.



4.14 We reserve Our rights to refuse the creation of any Account by any person for any reason whatsoever, without any further explanation or notice.

## 5. Consultancy Agreement

5.1 The Freelancer and Company will each be solely liable and responsible for ensuring it creates and maintains records to document satisfaction of their respective obligations with tax, employment laws, and any laws relating to freelancers and provide copies of such records to Us upon request. Nothing in this subsection requires or will be construed as requiring Us to supervise or monitor a User's compliance with these Terms and Conditions or any other agreement entered into by the Freelancer and Company including, but not limited to, any consultancy agreement,

## 6. Freelancers Warranties: **THIS PARAGRAPH SHALL APPLY TO THE FREELANCER ONLY. FOR THE AVOIDANCE OF ANY DOUBT, THIS CLAUSE 6 SHALL NOT APPLY TO ANY COMPANY USERS.**

6.1 The Freelancer User warrants that:

6.1.1 it has the relevant authority to provide the Services to the Company and if applicable, enter into any Consultancy Agreement;

6.1.2 the Freelancer is available and eligible to work in the UK;

6.1.3 any and all User Content is true, accurate and complete; and

6.1.4 it shall ensure all User Content is kept up-to-date.

## 7. Company's Warranties: **THIS PARAGRAPH SHALL APPLY TO THE COMPANY AND ANY COMPANY USER'S ONLY. FOR THE AVOIDANCE OF ANY DOUBT, THIS CLAUSE 7 SHALL NOT APPLY TO ANY FREELANCERS USERS.**

7.1 The Company User warrants that:

7.1.1 any and all User Content is true, accurate and complete;

7.1.2 it has the relevant authority to bind the Company to this agreement and any Services Agreement that may be entered into by the Company User on behalf of the Company; and

7.1.3 the Company is based in the UK;

7.1.4 the Company User shall inform the Freelancer of where the services are to be performed;

7.1.5 it shall upload to its Account an accurate, detailed and up-to-date project description which includes full details as to:

7.1.5.1 the nature and scope of any projects;

7.1.5.2 the Services to be provided;

7.1.5.3 any milestones to be achieved under the Services and the timetable for the milestones;

7.1.5.4 the fee due to the Freelancer;

7.1.5.5 full details of any deliverables; and



- 7.1.6 It shall respond to any request or enquiries by the Freelancer on any of the matters set out in Clause 7.1 without undue delay and in any event within 5 Business Days.

## **8. Our Intellectual Property Rights and Licence**

- 8.1 We grant Users a limited, non-exclusive, revocable, worldwide, non-transferable licence to use Our App for the purposes engaging with self-employed consultants or companies for business purposes, subject to these Terms and Conditions, provided that Users shall not (and shall not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code or sell, assign, sublicense or otherwise transfer any right in Our App.
- 8.2 Subject to the licence granted to Us under sub-Clause 11.4, Users retain the ownership of copyright and other intellectual property rights in their User Content (subject to any third party rights in that User Content and the terms of any licence under which the User use such content).
- 8.3 All other Content included in Our App (including all user-facing material, and all underlying material such as code, software and databases) and the copyright and other intellectual property rights in that Content, unless specifically labelled otherwise, belongs to or has been licensed by Us. All Content is protected by applicable United Kingdom and international intellectual property laws and treaties.
- 8.4 By accepting these Terms and Conditions, the User hereby undertakes:
  - 8.4.1 Not to copy, download or otherwise attempt to acquire any part of Our App;
  - 8.4.2 Not to disassemble, decompile or otherwise reverse engineer Our App;
  - 8.4.3 Not to allow or facilitate any use of Our App that would constitute a breach of these Terms and Conditions;
  - 8.4.4 Not to embed or otherwise distribute Our App on any website, ftp server or similar;
  - 8.4.5 Not to modify, adapt or hack Our App or otherwise attempt, or allow any third party to attempt, to gain any unauthorised access to Our App or any of its related systems or networks;
  - 8.4.6 Not to access Our App through any interface that is not provided by Us for use in accessing Our App;
  - 8.4.7 Not to sell, assign, sublicense or otherwise attempt to transfer any right in Our App; and
  - 8.4.8 to immediately notify Us of any security breach related to Our App.

## **9. Links to Our App**

- 9.1 The User may link to Our App is hosted provided that:
  - 9.1.1 it does so in a fair and legal manner;
  - 9.1.2 It does not do so in a manner that suggests any form of association, endorsement or approval on Our part where none exists;
  - 9.1.3 it does not use any of Our logos or trademarks (or any others displayed on Our App) without Our express written permission; and





- 9.1.4 it does not do so in a way that is calculated to damage Our reputation or to take unfair advantage of it.
- 9.2 The User may not link to any page other than the homepage of Our App ([www.moonworkers.co.uk](http://www.moonworkers.co.uk)) unless using the sharing features of Our App.
- 9.3 The User may not link to Our App from any other website the content of which contains material that:
  - 9.3.1 Is sexually explicit;
  - 9.3.2 Is obscene, deliberately offensive, hateful or otherwise inflammatory;
  - 9.3.3 infringes the copyright, database rights, trade mark rights or other intellectual property rights of any third party;
  - 9.3.4 involves the transmission of junk mail or spamming messages;
  - 9.3.5 attempt to solicit money from or in any way defraud other users including by trying to obtain another user's password;
  - 9.3.6 be made in breach of any legal duty owed to a third party, such as a contractual duty and/or a duty of confidence;
  - 9.3.7 be illegal, dishonest, false, inaccurate or misleading;
  - 9.3.8 intentionally harass, humiliate or alarm any other user;
  - 9.3.9 include illicit, pornographic or overtly sexual content;
  - 9.3.10 try to obtain personal identifying information from other users without their explicit consent;
  - 9.3.11 portrays people or animals being physically harmed, tortured or abused;
  - 9.3.12 include images of another person without their permission;
  - 9.3.13 give rise to any cause of action against us whatsoever;
  - 9.3.14 Promotes violence;
  - 9.3.15 Promotes or assists in any form of unlawful activity;
  - 9.3.16 Discriminates against, or is in any way defamatory of, any person, group or class of persons, race, sex, religion, nationality, disability, sexual orientation, or age;
  - 9.3.17 Is designed or is otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;
  - 9.3.18 Is calculated or is otherwise likely to deceive another person;
  - 9.3.19 Is designed or is otherwise likely to infringe (or threaten to infringe) another person's privacy;
  - 9.3.20 Misleadingly impersonates any person or otherwise misrepresents the identity or affiliation of a particular person in a way that is calculated to deceive (obvious parodies are not included in this definition provided that they do not fall within any of the other provisions of this Clause 9.3);
  - 9.3.21 Implies any form of affiliation with Us where none exists;
  - 9.3.22 Infringes, or assists in the infringement of, the intellectual property rights (including, but not limited to, copyright, trade marks, patents and database rights) of any other party; or



9.3.23 Is made in breach of any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence.

9.4 Please note that the content criteria described above in sub-Clause 9.3 apply only to content over which the owner and/or operator of the website in question has direct control. The User will not, therefore, be in breach of these Terms and Conditions if, for example, other users of a website on which the User establishes a link to Our App post content such as comments that violate the above criteria.

## **10. Links to Other Content**

We may provide links to other content such as websites, web apps and downloadable apps. Unless expressly stated, this content is not under Our control. We neither assume or accept responsibility or liability for such third party content. The provision of a link by Us is for reference only and does not imply any endorsement of the linked content or of those in control of it.

## **11. User Content**

11.1 The User agrees that it will be solely responsible for any and all User Content, including but not limited to any and all data, information, feedback, suggestions, text, content and other materials that it creates, posts, delivers, transmits, stores or uploads using or in connection with Our App. Specifically, the User agrees, represents and warrants that it has the right to create or upload the User Content and the right to use all materials of which it is comprised and that it will not contravene any aspect of clause 10 and this clause 11.

11.2 The User warrants that owns all the User Content or has obtained all permissions, releases, rights or licenses required to engage in its posting and other activities on Our App (and allow Us to perform its obligations) in connection with Our App without obtaining any further releases or consents;

11.3 The User agrees that it will be liable to Us and will, to the fullest extent permissible by law, indemnify Us and hold harmless Us from any claims, actions or demands, including without limitation reasonable legal and accounting fees, arising from or resulting from any breach of the warranties given by the User these Terms and Conditions any breach of these Terms and Conditions, contribution to, use or misuse of Our App. The User will be responsible for any loss or damage suffered by Us as a result of such breach.

11.4 The User (or its licensors, as appropriate) retain ownership of the User's User Content and all intellectual property rights subsisting therein. By creating or uploading User Content, the User grants Us an unconditional, non- revocable, non-exclusive, fully transferable, royalty-free, perpetual, worldwide licence to use, store, archive, syndicate, publish, transmit, adapt, edit, reproduce, distribute, prepare derivative works from, display, perform and sub-licence the User's User Content for the purposes of operating and promoting Our App.

11.5 If the User wishes to remove User Content, it may do so by amending its profile on the User's Account or deleting its Account. Removing User Content also revokes the licence granted to Us to use that User Content under sub-Clause 11.4. The User acknowledges, however, that caching or references to its User Content may not be made immediately unavailable (or may not be made unavailable at all where they are outside of Our reasonable control).

11.6 We may reject, reclassify, or remove any User Content created or uploaded using Our App where that User Content, in Our sole opinion, violates Our Acceptable Usage Policy, or if We receive a complaint from a third party and



determine that the User Content in question should be removed as a result.

## **12. Intellectual Property Rights and User Content**

- 12.1 All User Content and the intellectual property rights subsisting therein, unless specifically labelled otherwise, belongs to or has been licenced by the relevant User. All User Content is protected by applicable United Kingdom and international intellectual property laws and treaties.
- 12.2 Users may not copy, distribute, publicly perform, publicly display, reproduce or create derivative works based upon, another User's User Content without first obtaining the express consent of the User to whom the User Content in question belongs.
- 12.3 We take technical measures to limit and/or restrict the ability of Users to unlawfully copy User Content created using Our App. Despite such measures, We do not make any representation or warranty that the User's User Content will not be unlawfully copied without its permission.

## **13. Acceptable Usage Policy**

- 13.1 The User may only use Our App in a manner that is lawful and that complies with the provisions of this Clause 13. Specifically, the User:
  - 13.1.1 must ensure that it comply fully with any and all applicable local, national and international laws and/or regulations;
  - 13.1.2 must not use Our App in any way, or for any purpose, that is unlawful or fraudulent;
  - 13.1.3 must not use Our App to knowingly send, upload, or in any other way transmit data that contains any form of virus or other malware, or any other code designed to adversely affect computer hardware, software or any data of any kind;
  - 13.1.4 must not use Our App in any way, or for any purpose, that is intended to harm any person or persons in any way;
  - 13.1.5 must not try to gain unauthorised access to any of Our networks, servers or computer systems;
  - 13.1.6 must not collate data relating to Users to add to any email or other mailing list, spam, chai letters, or other unsolicited emails; and
  - 13.1.7 must not use any contact details of any User for any antisocial, improper, disruptive or destructive purpose.
- 13.2 The following types of User Content are not permitted on Our App and the User must not create, submit, communicate or otherwise do anything that:
  - 13.2.1 is sexually explicit;
  - 13.2.2 is obscene, deliberately offensive, hateful, or otherwise inflammatory;
  - 13.2.3 promotes violence;
  - 13.2.4 promotes or assists in any form of unlawful activity;
  - 13.2.5 discriminates against, or is in any way defamatory of, any person, group or class of persons, race, sex, religion, nationality, disability, sexual orientation, or age;
  - 13.2.6 is intended or otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;



- 13.2.7 is calculated or otherwise likely to deceive;
  - 13.2.8 is intended or otherwise likely to infringe (or threaten to infringe) another person's right to privacy;
  - 13.2.9 misleadingly impersonates any person or otherwise misrepresents its identity or affiliation in a way that is calculated to deceive (obvious parodies are not included within this definition provided that they do not fall within any of the other provisions of this sub-Clause 13.2);
  - 13.2.10 implies any form of affiliation with Us where none exists;
  - 13.2.11 infringes, or assists in the infringement of, the intellectual property rights (including, but not limited to, copyright, patents, trade marks and database rights) of any other party; or
  - 13.2.12 is in breach of any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence.
- 13.3 We reserve the right to suspend or terminate the User's Account and/or its access to Our App if it materially breaches the provisions of this Clause 13 or any of the other provisions of these terms and conditions. Specifically, We may take one or more of the following actions:
- 13.3.1 Suspend, whether temporarily or permanently, the User's Account and/or its right to access Our App;
  - 13.3.2 Remove any of the User's User Content which violates this Acceptable Usage Policy;
  - 13.3.3 Issue the User with a written warning;
  - 13.3.4 Take legal proceedings against the User for reimbursement of any and all relevant costs on an indemnity basis resulting from its breach;
  - 13.3.5 Take further legal action against the User as appropriate;
  - 13.3.6 Disclose such information to law enforcement authorities as required or as we deem reasonably necessary; and/or
  - 13.3.7 Any other actions which We deem reasonably appropriate (and lawful).
- 13.4 We hereby exclude any and all liability arising out of any actions (including, but not limited to, those set out above) that We may take in response to breaches of these Terms and Conditions.

#### **14. Advertising**

- 14.1 We feature advertising within Our App and We reserve the right to display advertising on the same page as any User Content.
- 14.2 The User agrees that it will not attempt to remove or hide any advertising using HTML/CSS or by any other method.
- 14.3 We are not responsible for the content of any advertising in Our App. Each advertiser is responsible for the content of their own advertising material. We will not be responsible for any advertising in Our App including, but not limited to, any errors, inaccuracies, or omissions, whatsoever.

#### **15. Disclaimers**

- 15.1 No part of Our App or any accompanying documentation (whether provided in electronic form or otherwise) constitutes advice on which the User should rely and is provided for general information purposes only. Professional or specialist



advice should always be sought before taking any action.

- 15.2 Subject to any legal rights the User may have as a consumer, insofar as is permitted by law, We make no representation, warranty, or guarantee that Our App will meet the Users requirements, that it will be fit for a particular purpose, that it will not infringe the rights of third parties, that it will be compatible with all software and hardware, or that it will be secure.
- 15.3 We make reasonable efforts to ensure that the Content contained within Our App is complete, accurate and up-to-date. We do not, however, make representations, warranties or guarantees (whether express or implied) that Our App (and the Content therein) is complete, accurate or up-to-date.
- 15.4 We are not responsible for the content or accuracy, or for any opinions, views, or values expressed in any User Content created using Our App. Any such opinions, views, or values are those of the relevant User, and do not reflect Our opinions, views, or values in any way.
- 15.5 Our App may be temporarily available for scheduled maintenance or unscheduled emergency maintenance either by Us or any third party providers. Our App and the server and network components are provided on an 'as is' and 'as available' basis without any warranties, guarantees or representations of any kind whatsoever and We expressly disclaims any and all warranties, whether express or implied, including, but not limited to, the implied warranties of merchantability, title, fitness for a particular purpose, and non-infringement. you acknowledge that We do not warrant that Our App will be uninterrupted, timely, secure, error-free or virus-free, nor does We make any warranty as to the results that may be obtained from use of Our App, and no information, advice or services obtained by the User from Us or through Our App shall create any warranty not expressly stated in these Terms and Conditions.

## **16. Limitation of Liability**

- 16.1 To the fullest extent permissible by law, We accept no liability for any foreseeable loss in contract, tort (including negligence), for breach of statutory duty, or otherwise arising out of or in connection with the use of (or inability to use) Our App or the use of or reliance upon any Content (whether that Content is provided by Us or whether it is User Content) included in Our App.
- 16.2 To the fullest extent permissible by law, We accept no liability for loss or damage that is not foreseeable.
- 16.3 To the fullest extent permissible by law, We exclude all representations, warranties, and guarantees (whether express or implied) that may apply to Our App or any Content (including User Content) included in Our App.
- 16.4 We accept no liability for loss of profits, sales, business or revenue; loss of business opportunity, goodwill or reputation; loss of anticipated savings; business interruption; or for any indirect or consequential loss or damage.
- 16.5 We exercise all reasonable skill and care to ensure that Our App is free from viruses and other malware. Subject to sub-Clause 16.4, We accept no liability for any loss or damage resulting from a virus or other malware, a distributed denial of service attack, or other harmful material that may adversely affect the Users hardware, software, data or other material that occurs as a result of the Users use of Our App (including the downloading of any Content (including User Content) from it) or from any other website We may provide a link to.
- 16.6 We neither assume nor accept responsibility or liability arising out of any disruption or non-availability of Our App resulting from external causes



including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, natural events, acts of war, or legal restrictions and censorship.

- 16.7 Nothing in these Terms and Conditions excludes or restricts Our liability in any situation where it would be unlawful for us to do so including fraud or fraudulent misrepresentation, for death or personal injury resulting from negligence, or for any other forms of liability which cannot be excluded or restricted by law. For full details of applicable consumers' legal rights, including those relating to digital content, please contact the Users local Citizens' Advice Bureau or Trading Standards Office.

## **17. Viruses, Malware and Security**

- 17.1 We exercise all reasonable skill and care to ensure that Our App is secure and free from viruses and other malware. We do not, however, guarantee that Our App is secure or free from viruses or other malware and accept no liability in respect of the same, as detailed in sub-Clause 16.5.
- 17.2 The User is responsible for protecting its hardware, software, data and other material from viruses, malware and other internet security risks.
- 17.3 The User must not deliberately introduce viruses or other malware, or any other material which is malicious or technologically harmful either to or via Our App.
- 17.4 The User must not attempt to gain unauthorised access to any part of Our App, the server on which Our App is stored, or any other server, computer, or database connected to Our App.
- 17.5 The User must not attack Our App by means of a denial of service attack, a distributed denial of service attack, or by any other means.
- 17.6 By breaching the provisions of sub-Clauses 17.3 to 17.5 the User may be committing a criminal offence under the Computer Misuse Act 1990. Any and all such breaches will be reported to the relevant law enforcement authorities and We will cooperate fully with those authorities by disclosing the User's identity to them. The Users right to use Our App will cease immediately in the event of such a breach and, where applicable, its Account will be suspended and/or deleted.

## **18. Privacy and Cookies**

The Use of Our App is also governed by Our Privacy and Cookie Policies available from <https://recruiters-dev.mworkers.co.uk/user/login>  
These policies are incorporated into these Terms and Conditions by this reference.

## **19. Data Protection**

- 19.1 Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures: as defined in the Data Protection Legislation.
- 19.2 Data Protection Legislation: the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.
- 19.3 UK Data Protection Legislation: all applicable data protection and privacy



legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

- 19.4 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 19 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation. In this Clause 19, Applicable Laws means (for so long as and to the extent that they apply to the Provider) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and Domestic UK Law means the UK Data Protection Legislation and any other law that applies in the UK.
- 19.5 The parties acknowledge that for the purposes of the Data Protection Legislation, the User is the Controller and We are the Processor.
- 19.6 Without prejudice to the generality of Clause 19.1, the User must ensure that it have all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to Us and/or lawful collection of the Personal Data by Us on the Users behalf for the duration and purposes of this agreement.
- 19.7 Without prejudice to the generality of Clause 19.1, We shall, in relation to any Personal Data processed in connection with the performance by Us of Our obligations under this agreement:
  - 19.7.1 process that Personal Data only on the Users documented written instructions or for the provision of the services under the App unless the Provider is required by Applicable Laws to otherwise process that Personal Data. Where the User is relying on Applicable Laws as the basis for processing Personal Data, We shall promptly notify the User of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit Us from so notifying the User;
  - 19.7.2 ensure that We have in place appropriate technical and organisational measures, reviewed and approved by Us, 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 Our 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);
  - 19.7.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
  - 19.7.4 not transfer any Personal Data outside of the European Economic Area unless Our prior written consent has been obtained and the following conditions are fulfilled:

- 19.7.4.1 The User or We have provided appropriate safeguards in relation to the transfer;
  - 19.7.4.2 the data subject has enforceable rights and effective legal remedies;
  - 19.7.4.3 We comply with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
  - 19.4.4.4 We complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
  - 19.4.4.5 assist the User, at its own cost, in responding to any request from a Data Subject 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;
  - 19.4.4.6 notify the User without undue delay on becoming aware of a Personal Data Breach;
  - 19.4.4.7 at the Users written direction, delete or return Personal Data and copies thereof to the User on termination of the agreement unless required by Applicable Law to store the Personal Data; and
  - 19.4.4.8 maintain complete and accurate records and information to demonstrate its compliance with this clause 19.
- 19.5 The User consents to Us appointing a third-party processor of Personal Data under this agreement. We confirm that We have entered or (as the case may be) will enter with the third-party processor into a written agreement substantially on that third party's standard terms of business which We confirm reflect and will continue to reflect the requirements of the Data Protection Legislation.
- 19.6 Either party may, at any time on not less than 30 days' notice, revise this clause 19 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement

## **20. Communications from Us**

- 20.1 If the User has an Account, We may from time to time send any important notices by email. Such notices may relate to matters including, but not limited to, service changes, changes to these Terms and Conditions, changes to Our App, and changes to the User's Account.
- 20.2 We will never send the User marketing emails of any kind without its express consent. If the User does give such consent, it may opt out at any time. Any and all marketing emails sent by Us include an unsubscribe link. Email marketing options can also be changed in the User's Account preferences. If the User opts out of receiving emails from Us at any time, it may take up to 10 Business Days for Us to comply with the Users request. During that time, the User may continue to receive emails from Us.
- 20.3 For questions or complaints about email communications from Us (including, but not limited to, marketing emails), please contact Us at [privacy@moonworkers.co.uk](mailto:privacy@moonworkers.co.uk) or via <https://www.moonworkers.co.uk/contact>





## **21 Other Important Terms**

- 21.1 We may transfer (assign) Our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs, the User will be informed by Us in writing. The User's rights under these Terms and Conditions will not be affected and Our obligations under these Terms and Conditions will be transferred to the third party who will remain bound by them.
- 21.2 The User may not transfer (assign) its obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without Our express written permission.
- 21.3 The Contract is between the User and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.
- 21.4 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.
- 21.5 No failure or delay by Us in exercising any of Our rights under these Terms and Conditions means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms and Conditions means that We will waive any subsequent breach of the same or any other provision.

## **22 Changes to these Terms and Conditions**

- 22.1 We may alter these Terms and Conditions at any time. Any such changes will become binding on the User upon its first use of Our App after the changes have been implemented. The User is therefore advised to check this page from time to time.
- 22.2 In the event of any conflict between the current version of these Terms and Conditions and any previous version(s), the provisions current and in effect shall prevail unless it is expressly stated otherwise.

## **23 Contacting Us**

To contact Us, please email Us at [privacy@moonworkers.co.uk](mailto:privacy@moonworkers.co.uk) or by using any of the methods provided on Our contact page at <https://www.moonworkers.co.uk/contact>

## **24 Law and Jurisdiction**

- 24.1 These Terms and Conditions, the Contract, and the relationship between the User and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of England & Wales.
- 24.2 Any disputes concerning these Terms and Conditions, the relationship between the User and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England and Wales.