

SIDE CANDIDATE TERMS OF SERVICE

1. **Welcome to Side**

- 1.1 Side operates a platform which allows businesses to communicate and contract with freelancers for the provision of specific services (the "**Service**") using our website at www.Side.co (the "**Site**").
- 1.2 The Service is operated by WeSlash Limited ("**Side**", "**we**", "**our**", or "**us**").

2. **Your relationship with us**

- 2.1 This document and any documents referred to within it (collectively, the "**Terms of Service**") set out the terms of your relationship with us. It is important that you read and understand the Terms of Service before using the Service. If there is anything within them that you do not understand, then please contact us at support@side.co to discuss what this means for you.
- 2.2 By setting up an account with us or using and accessing the Service you agree to these Terms of Service. If you do not agree to these Terms of Service, please do not browse or otherwise access or use the Service.

3. **Information about us**

- 3.1 WeSlash Limited is incorporated and registered in England and Wales under company number 09941569. Our registered office is at 9th Floor, 107 Cheapside, London, United Kingdom EC2V 6DN.

4. **Information about you**

- 4.1 Your privacy is important to us. You should read our Privacy Policy (www.Side.co/privacy) to understand how we collect, use and share information about you.

5. **Description of our Service**

- 5.1 Side is a platform which allows businesses who have signed up to our Service to search for and enter into independent contractor engagements with freelancers who have signed up to our Service ("**freelancers**") and advertise projects for which they need to hire freelancers ("**Projects**").
- 5.2 Freelancers can use the Service to search for Projects and enter into independent contractor relationships with businesses in respect of advertised Projects (the "**Engagements**").
- 5.3 Businesses and Freelancers must decide for themselves the suitability of a freelancer for a particular Project, and whether to enter into an Engagement.

- 5.4 In the event that a business and a freelancer enter into a contract, this contract will be solely between the business and the freelancer. Any questions and claims related to this contract should be directed to the business or the freelancers (as appropriate) and not to us.
- 5.5 The businesses and freelancers that use our Service are free to contract with each other on any terms they wish.
- 5.6 We may, from time to time, offer Additional Services to assist this process (the "**Additional Services**").
- 5.7 We may from time to time provide social features on the Service such as social networking services where users can create online personal profiles and interact with other users.
- 5.8 Any use of the Side social features should comply with our Rules of Acceptable Use below.

6. **Setting up an account**

- 6.1 In order to access our Service and use certain features and areas of the Site, you must register with us and set up an account with an ID and password (your "**Account**"). We encourage you to use "strong" passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your Account.
- 6.2 You must be [18] years or older and capable in your country of residence of entering into legal binding agreement to use our Service.
- 6.3 You may connect to our Service with a third-party service (e.g. LinkedIn, Facebook or Twitter) and you give us permission to access and use your information from that service as permitted by that service and as set out in our Privacy Policy.
- 6.4 You are responsible for maintaining the confidentiality of your login details and any activities that occur under your Account. If you have any concerns that your Account may have been misused, you should contact us at [support@side.co] straight away to let us know.

7. **Your Profile**

- 7.1 When you register an Account, you will be asked to provide additional information in order to complete a user profile ("**Profile**"). Your Profile will be used to market your business or services to other users for the purposes of entering into Engagements, and therefore some of the information associated with your Profile will be shown to other users. The information available to other users can be tailored in your privacy settings.
- 7.2 You confirm that any images, text or information that you make available or create ("**User Content**") whilst using the Service will meet the Rules of Acceptable Use.

- 7.3 We do not claim ownership of your User Content. Instead, you grant us a worldwide, non-exclusive, royalty-free licence to use, copy, reproduce and make available the User Content anywhere and in any form for the purposes of providing our Service (including allowing our users to view and use your User Content).
- 7.4 Our right to use your User Content does not in any way affect your privacy rights and we will only use information that identifies you as set out in our Privacy Policy [www.Side.co/privacy].
- 7.5 We do not check or moderate any User Content before it is added to the Service by users. We may later check, moderate, reject, refuse or delete any User Content if anybody objects to it, or we think that it breaks any of the Rules of Acceptable Use.
- 8. Fees and payments**
- 8.1 Freelancers do not need to pay to use the Service. However, businesses that enter into an Engagement as a result of using the Service will pay a fixed amount for every hour worked on a Project (the "**Fees**").
- 8.2 The amount of the Fees is published on the freelancer section of the Site and, unless stated otherwise, includes all applicable taxes.
- 8.3 Side may offer promotional discounts or vary the Fees as we, in our absolute discretion, see fit.
- 8.4 We will give businesses 7 days' notice before we change the Fees (save that any such change shall not apply to any current Engagement). By continuing to use the Service and entering into any new Engagements, the business accepts the new Fees. If you are a business and do not accept the new Fees, you can stop using the Service and close your Account as set out below.
- 8.5 We will, from time to time, send businesses an invoice setting out the amount of Fees accrued and payable and any applicable VAT.
- 8.6 If you are a business, you must provide us with valid, up-to-date and complete credit or debit card details when you sign up to use the Service. You authorise us to charge such credit or debit card for the Fees and hereby confirm that the details you provide are accurate and that you have the right to use the payment method selected.
- 8.7 We do not store any credit card or banking details. All of the payments on our Site are processed through STRIPE, a third party unconnected to our Site. Please refer to their terms and conditions (available at <https://stripe.com/gb/terms>) for more details on their service and how your payments are processed.
- 8.8 If we are unsuccessful in charging your credit or debit card and have still not received payment within 14 days after informing you, and without affecting any other rights and remedies available to us we may, without responsibility to you, suspend or temporarily

disable all or part of your access to the Service and we shall be under no obligation to provide any or all of the Service while the Fees concerned remain unpaid.

8.9 All amounts and Fees stated or referred to in these Terms of Service:

- (a) are payable in the currency you select;
- (b) are inclusive of value added tax (if applicable) and any other taxes unless otherwise expressly stated which shall be paid at the same time as payment of the Fees.

9. **Additional Services**

9.1 We may, from time to time, offer Additional Services to both businesses and freelancers, including:

- (a) providing a sample contract for the Engagement; and
- (b) providing a secure online payment system.

9.2 For businesses, our Additional Services may also include:

- (a) verifying the qualifications and experience of new freelancers that register for an Account with us;
- (b) matching suitable freelancers to an advertised Project and recommending these Freelancers to businesses (although businesses are free to reject our recommendations and to contract with any freelancer they choose); and
- (c) providing guidelines for the relationships between businesses and freelancers.

9.3 For freelancers, our Additional Services may also include:

- (a) assistance with registering as self-employed and information regarding your rights and obligations as a freelancer;
- (b) a simple, easy to use billing and invoicing service;

9.4 We may charge additional fees for using the Additional Services. If you wish to use any of the Additional Services, we will advise you of the relevant fee before you subscribe to use any of the Additional Services.

10. **Your right to use the Service**

10.1 The materials and content comprising the Service (excluding User Content) belongs to us or our third party licensors and we give you permission to use these materials and content for the sole purpose of using the Service in accordance with these Terms of Service.

- 10.2 Your right to use the Service is personal to you and you are not allowed to give this right to another person or to sell, gift or transfer your Account to another person. Your right to use the Service does not stop us from giving other people the right to use the Service.
- 10.3 Other than as allowed in these Terms of Service you are not given a right to use the "Side" name, or any of the "Side" trademarks, logos, domain names and other distinctive brand features.
- 10.4 Unless allowed by these Terms of Service and as permitted by the functionality of the Service, you agree:
- (a) not to copy our Site or any portion of our Service;
 - (b) not to give or sell or otherwise make available our Site or any portion of our Service to anybody else;
 - (c) not to change our Site or our Service in any way;
 - (d) not to look for or access the code of our Site or our Service that we have not expressly published publicly for general use.
- 10.5 You agree that you have no rights in or to our Site or any portion of the Service other than the right to use them in accordance with these Terms of Service.

11. **Rules of Acceptable Use**

- 11.1 In addition to the other requirements within these Terms of Service, this section describes specific rules that apply to your use of the Service (the "**Rules of Acceptable Use**").
- 11.2 When using the Service you must not:
- (a) if you are a business, approach any freelancer with a Profile on our Service otherwise than through our Service;
 - (b) if you are a freelancer, approach any business with a Project listed on our Service otherwise than through our Service;
 - (c) circumvent, disable or otherwise interfere with any security related features of the Service or features that prevent or restrict use or copying of the content accessible via the Service;
 - (d) create more than one account on the Service (however, you may connect all your social networks or other services accounts, that we support, to your account on the Service);

- (e) give any false or misleading information or permit another person to use the Service under your name or on your behalf unless you are a business and such person is authorised by you;
- (f) impersonate any person, or misrepresent your identity or affiliation with any person or give the impression they are linked to Side, if this is not the case
- (g) use the Service if we have suspended or banned you from using it;
- (h) send junk, spam or repetitive messages, advocate, promote or engage in any illegal or unlawful conduct or conduct that causes damage or injury to any person or property;
- (i) modify, interfere, intercept, disrupt or hack the Service or collect any data from the Service other than in accordance with these Terms of Service;
- (j) misuse the Service by knowingly introducing viruses, Trojans, worms, logic bombs or other material which would harm the Service or any user of the Service's own equipment;
- (k) submit or contribute any content that contains nudity or violence or is abusive, threatening, obscene, misleading, untrue or offensive;
- (l) submit or contribute any User Content without the permission of the content owner or otherwise infringe the copyright, trademark or other rights of third parties;
- (m) use any User Content in violation of any licensing terms specified by the owner;
- (n) submit or contribute any information or commentary about another person without that person's permission;
- (o) threaten, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety or be likely to harass, upset, embarrass, alarm or annoy any other person; or
- (p) use any automated system, including without limitation "robots", "spiders" or "offline readers" to access the Service in a manner that send more request messages to the Service than a human can reasonably produce in the same period of time.

11.3 Failure to comply with the Rules of Acceptable Use constitutes a serious breach of these Terms of Service, and may result in our taking all or any of the following actions (with or without notice):

- (a) immediate, temporary or permanent withdrawal of your right to use our Service;
- (b) immediate, temporary or permanent removal of any User Content;

- (c) issuing of a warning to you;
 - (d) legal action against you including proceedings for reimbursement of all costs (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
 - (e) disclosure of such information to law enforcement authorities as we reasonably feel is necessary.
- 11.4 The responses described in this clause 11.3 are not limited, and we may take any other action we reasonably deem appropriate.

12. **Notice and takedown policy**

12.1 Any person may contact us by sending us an "**Infringement Notice**" if any content available through our Service infringes their rights or fails to comply with our Rules of Acceptable Use. The Infringement Notice should be sent either by post to WeSlash Limited, 9th Floor 107 Cheapside, London EC2V 6DN or by email to support@side.co. Please provide the information described below in the Infringement Notice:

- (a) your name and contact details;
 - (b) a statement explaining in sufficient detail why you consider that the content available through our Service infringes your rights or fails to comply with our Rules of Acceptable Use; and
 - (c) a link to or such other means of identifying the problematic content.
- 12.2 We will take the action that we believe is appropriate depending on the nature of the Infringement Notice and will aim respond to you within a reasonable period of time on the action we propose to take.

13. **Advertisements on the Service**

13.1 We and our selected business partners may provide advertising to you through the Service or by other methods such as email. This advertising may be based on your User Content or other information available through the Service. When delivering advertising we will only use information that identifies you as set out in our Privacy Policy www.Side.co/privacy.

14. **Ending our relationship**

- 14.1 If at any time you do not feel that you can agree to these Terms of Service or any changes made to the Terms of Service or the Service, you must immediately stop using the Service.
- 14.2 If you wish to end your use of the Service, please follow these instructions for deactivating your account in the settings feature of our Service.

- 14.3 If you fail to pay any sum due to us and such sum remains outstanding for a further seven (7) days following notice requiring such sum to be paid we may cancel your Account immediately by notice and without responsibility to you.
- 14.4 We may immediately end your use of the Service if you break the Rules of Acceptable Use, any other important rule(s), or terms and conditions we set for accessing and using the Service including these Terms of Service.
- 14.5 We may also withdraw the Service as long as we give you reasonable notice that we plan to do this so that you have a reasonable period of time to download any of your User Content.
- 14.6 If you or we end your use of the Service or we withdraw the Service as described in this section, we may delete or modify your User Content, account or any other information we hold about you. You will also lose any rights you have to use the Service or access our content or your User Content. We will not offer you compensation for any losses.
- 14.7 The termination of your use of the Service and the cancellation of your Account shall not affect any of your or your employer's obligations to pay any sums due to us.
15. **Our liability/responsibility to you and your indemnity to us**
- 15.1 Our Service makes available third party content such as User Content (including content from businesses and freelancers). As we do not produce such third party content, we cannot be responsible for it in any way.
- 15.2 We will use reasonable endeavours to
- (a) provide the Additional Services with reasonable skill and care;
 - (b) ensure that the Service is reasonably available during normal business hours.
- 15.3 We will, as part of the Additional Services, use reasonable endeavours to provide a level of support that is appropriate to the nature of any issues requiring support during normal business hours (UK time).
- 15.4 Unfortunately, due to the nature of the Internet and technology, the Service (save as set out in clause 15.1 above) is provided on an "as available" and "as is" basis. This means that we are unable to promise that your use of the Service will be uninterrupted, without delays, error-free or meet your expectations and we do not give any commitment relating to the performance or availability of the Service in these Terms of Service and, to the extent we are able to do so, we exclude any commitments that may be implied by law.
- 15.5 In the event of a claim arising out of the provision of our Service, our responsibility to you will never be more than the amount you have paid us in the 12 months prior to the claim arising and, in the event that you have not paid us any money, we shall have no responsibility whatsoever to you.

- 15.6 In every case, we will never be responsible for any loss or damage that is not reasonably foreseeable.
- 15.7 If you are a business, you hereby indemnify us against all liabilities, costs, expenses, damages and losses suffered or incurred by us in connection with any claim by a freelancer arising from your act or omission relating to an Engagement.
- 15.8 If you are a freelancer, you hereby indemnify us against all liabilities, costs, expenses, damages and losses suffered or incurred by us in connection with any claim by a business arising from your act or omission relating to an Engagement.

Resolving disputes

- 15.9 If you have a dispute with us relating to the Service, in the first instance please contact us at support@side.co and attempt to resolve the dispute with us informally.
- 15.10 In the unlikely event that Side has not been able to resolve a dispute informally, we will discuss and agree with you the most effective way of resolving our dispute.

16. Changes to the Service

- 16.1 We are constantly updating and improving the Service to try and find ways to provide you with new and innovative features and services. Improvements and updates are also made to reflect changing technologies, tastes, behaviours and the way people use the Internet and our Service.
- 16.2 In order to do this, we may need to update, reset, stop offering and/or supporting a particular part of the Service, or feature relating to the Service ("**changes to the Service**"). These changes to the Service may affect your past activities on the Service, features that you use, your Profile and your User Content ("**Service elements**"). Any changes to the Service could involve your Service elements being deleted or reset.
- 16.3 You agree that a key characteristic of our Service is that changes to the Service will take place over time and this is an important basis on which we grant you access to the Service. Once we have made changes to the Service, your continued use of the Service will show that you have accepted any changes to the Service. You are always free to stop using the Service or deactivate your Account in the settings feature of the Service.
- 16.4 We will try, where possible and reasonable, to contact you to let you know about any significant changes to the Service.

17. Changes to the documents

- 17.1 We may revise these Terms of Service from time to time but the most current version will always be at support@side.co.
- 17.2 Changes will usually occur because of new features being added to the Service, changes in the law or where we need to clarify our position on something.
- 17.3 We will try, where possible and reasonable, to contact you to let you know about any significant changes to any of the documents referred to in these Terms of Service. We may contact you through the Service (for example by asking you to accept the changes before you continue to use the Service) or via a separate email.
- 17.4 Normally, we will try to give you some warning before the new terms become effective. However, sometimes changes will need to be made immediately and if this happens we will not give you any notice.

18. Documents that apply to our relationship with you

- 18.1 The current version of the Terms of Service contains the only terms and conditions that apply to our relationship with you. Older versions of the Terms of Service will no longer apply to our relationship and will be completely replaced by the current version.
- 18.2 We intend to rely on these Terms of Service as setting out the written terms of our agreement with you for the provision of the Service. If part of the Terms of Service cannot be enforced then the remainder of the Terms of Service will still apply to our relationship.
- 18.3 If you do not comply with these Terms of Service and we do not take action immediately, this does not mean we have given up any right we have and we may still take action in the future.

19. Severability

If any provision of these Terms of Service is judged to be illegal or unenforceable, this will not affect the continuation in full force and effect of the remainder of the provisions.

20. Law

English law will apply to all disputes and the interpretation of these Terms of Service. The English courts will have non-exclusive jurisdiction over any dispute arising from or related to your use of the Service.

21. Contact, feedback and complaints

- 21.1 If you need to contact us in relation to these Terms of Service or any other document mentioned in them, please email us at support@side.co.

21.2 We value hearing from our users, and are always interested in learning about ways we can improve the Service. By providing your feedback you agree that you are giving up any rights you have in your feedback so that we may use and allow others to use it without any restriction and without any payment to you.