

VLANCER TERMS OF USE

1. Introduction

1. Vlancer was founded with the purpose of connecting freelance consultants (**Freelancers**) with businesses that require their expertise (**Companies**) and providing Freelancers with a number of other important services to help them in their careers as independent professionals.
2. We do this by:
 - 2.1. hosting the Platform which brings Companies and Freelancers together to build professional relationships;
 - 2.2. by providing advertising space to Companies to promote roles for Freelancers on the Platform; and
 - 2.3. by providing Freelancers with access to our extensive professional support service for affiliate network at favourable rates, including, but not limited to, legal services, accounting services and insurance services (**Platform Services**).
3. These Terms constitute a contract between all Users of the Platform and the Platform Services (**You**) and Vlancer. Your use of our Platform is subject to these Terms and by using the Platform you agree to be bound by them. If you do not agree to these terms, you must not use our Platform. You should print a copy of these Terms for future reference.
4. The Platform Services are provided to Businesses only. If you are a Consumer, please do not use our Platform.
5. By registering with Vlancer as a Freelancer or Company, you represent and warrant that:
 - 5.1. you are at least 18 years of age;
 - 5.2. you have the requisite legal authority to bind the entity on whose behalf you are entering into these Terms;
 - 5.3. you accept full responsibility for the use of the Platform through your account on any device, whether or not it is owned by you; and
 - 5.4. you will fully comply with these Terms and any applicable laws.

2. Definitions

Brief means an invitation for a Freelancer to tender for a Company Services Contract.

Business means a commercial entity that is using the Platform Services in connection with a trade, craft or profession.

Consumer means an individual acting for purposes which are wholly or mainly outside their trade, business, craft or profession.

Content means any digital media made available by Freelancers to Companies through the Platform.

Companies means all users of the Platform that engage Freelancers for Company Services.

Company Services means the services provided by Freelancers to Companies.

Company Services Contract means the binding agreement between the Freelancer and the Company for the provision of Company Services following an Introduction.

Freelancer means one of our approved consultancies that Companies may engage for Company Services through the Platform.

Platform means the 'Vlancer' online platform which includes its proprietary domain www.vlancer.ai and all sub domains the web-app associated with that domain as well as any mobile or tablet application operated by Vlancer.

Platform Services means the services provided by Vlancer to Freelancers and Companies as defined in Clause 1.2.

Statement of Work means a detailed bid document submitted by a Freelancer in response to a Brief uploaded by a Company in the format dictated by the Platform.

Subscription Fee means the fee payable to Vlancer by Freelancers under these Terms as defined in Clause 9.1, renewing on a 30 day cycle.

Terms means these Terms of Use.

User means Freelancers and Companies that use the Platform.

Vlancer/ 'we' 'us' 'our' means the company that provides the Services and maintains this Platform being Vlancer UK Ltd, a company registered in England with UK company registration number 13948316, having its registered office at 64 New Cavendish Street, London, United Kingdom, W1G 8TB.

TERMS FOR COMPANIES

3. Contract for the Platform Services

In consideration of your submission Briefs on the Platform and general participation on the Platform, we will provide you with free advertising space on the Platform. The specifications of such advertising space will be confirmed to in writing once you create an account with us.

4. Account Registration

1. Before Engaging a Freelancer for Company Services, you will be required to register for an account via the Platform. You remain responsible for all actions and security in relation to your account.
2. If you wish to engage a Freelancer for Company Services for the first time, you must signify agreement with the Privacy and Cookies Policy and these Terms. You will also be required to submit details as follows:
 - 2.1. Name of the Company and Company representative;
 - 2.2. Verification of your capacity as Company representative to bind the Company; and
 - 2.3. Contact e-mail address.
3. You can change your details and preferences at any time in the 'my account' section of the Platform.

5. Engaging Freelancers

1. Companies are permitted to upload content to our Platform through their Brief. By permitting us to upload any Brief to our Platform, the Company grants Vlancer and our affiliates a perpetual, irrevocable, worldwide, non-exclusive, royalty-free and fully sub-licensable licence to use, reproduce, modify, adapt, publish, translate, distribute, and display any part of the Brief and/or to incorporate it into other materials in any form, for commercial purposes.
2. Once registered with us, Companies are invited to share Briefs for the Company Services that they require on the Platform. Once shared, Freelancers will be able to respond with a Statement of Work based on our specialised template. This Statement of Work will include detailed information including how the Freelancer will meet the brief, timings for delivery of the work and the scheduling of costs.
3. Company representatives with access to the Platform will receive an e-mail notification once a Statement of Work is submitted by a Freelancer in response to that Company's Brief. After reviewing each Statement of Work, Companies will then have the option to approve the one(s) that best meets their needs. At the point of acceptance of a Statement of Work, a Company Services Contract is formed between the Company and the chosen Freelancer team, subject to these Terms.
4. If you are an employee or independent representative using our Platform on behalf of a Company, please ensure that you have the requisite authority to contractually bind the legal entity or organisation on whose behalf you are operating. If you are not authorised to bind that legal entity or organisation, you should not attempt to enter into a Company Services Contract.

5. In the event that details of any Brief need to be amended, Companies must tell us in writing as soon as possible. We will use reasonable endeavours to inform the relevant Freelancer promptly so that the Statements of Work answer to the updated Brief.
6. If, due to circumstances beyond our control, after Company approval, a Freelancer informs us that we must make a change to a Statement of Work, we will notify the Company immediately.
7. Companies agree to provide prompt feedback to us in respect of any Freelancer or Company Services provided by a Freelancer where requested by us.

6. Basis of the Company Services Contract

1. To procure Company Services, you must first select the Freelancer that you wish to undertake the Company Services via the Platform.
2. Once the Company Services Contract has been formed, Vlancer discharges its responsibilities to you and all contractual matters relating to the performance of the Company Services are between you and the Freelancer. It is therefore of the utmost importance that you communicate any important information relating to the Company Services with your chosen Freelancer.

TERMS FOR FREELANCER

7. Freelancer Registration

- 7.1. If you wish to become one of our Freelancers, you must first register for an account through the Platform. We will then assess your application and we may ask you for more details. We will require certain information during the verification process, which may include, but is not limited to:
- 7.1.1. name;
 - 7.1.2. professional experience;
 - 7.1.3. references;
 - 7.1.4. company number if applicable; and
 - 7.1.5. bank account details.
- 7.2. If you are registering an account as an incorporated entity, you warrant that you are authorised to grant all the licences referred to in these Terms and that you are authorised to bind your business to these Terms which constitute the entire agreement between us in relation to your use of the Services. You further acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these Terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Terms.
- 7.3. Once you are accepted onto the Platform, you will be required to sign up for a subscription and pay the Subscription Fees in order to use the Platform Services.

8. Engaging with Companies

- 8.1. Once registered with us, Freelancers are invited to respond to Briefs uploaded and circulated by Companies on the Platform. In order to respond to the Brief, the Freelancer will be required to complete a Statement of Work using our specialised template. The Statement of Work cannot be submitted until all sections are complete. If a Statement of Work is accepted by a Company, the parties will enter into a Company Services Contract. We will then automatically notify the Freelancer via e-mail that they may commence the Work.
- 8.2. Once a Company Services Contract has been entered into, Freelancers shall be permitted to contact Companies directly without going through the Platform. However, all dealings carried out prior to confirmation of the Company Services Contract must be conducted through us.
- 8.3. When using our Platform, Freelancers represent and warrant that:
- 8.3.1. they have the necessary authority, rights and licences to submit the Content to the Company and are not breaching any third-party intellectual property rights by sharing any Content;
 - 8.3.2. they shall not misuse any personal data of Companies shared with them through the Platform in contravention of the Data Protection Laws (defined in Clause 17.6) or send unsolicited communications to Companies;
 - 8.3.3. the details of the Statement of Work are accurate and truthful and that any Company Fee quoted shall be inclusive of all fees payable in respect of the delivery of the agreed scope of the Company Services;
 - 8.3.4. it shall respond to any and all enquiries or requests made by Vlancer when negotiating a Company Services Contract; and

- 8.3.5. it shall promptly advise Vlancer of any Company Services Contract between it and a Company entered into outside of the Platform and the financial terms thereof.
- 8.4. Freelancers also indemnify, defend and hold harmless Vlancer against all losses that Vlancer incurs or suffers however arising as a result of or in connection with:
- 8.4.1. the Freelancer's breach of the warranties set out above;
 - 8.4.2. the Freelancer's breach or negligent performance or non-performance of any obligations under these Terms; and/or
 - 8.4.3. any claim made by a Company or any third party arising out of or in connection with the Company Services supplied by the Freelancer, to the extent that such claim arises as a result of any breach of these Terms by, or the negligence of, the Freelancer, its staff or contractors.
- 8.5. Vlancer requires that all Freelancers obtain appropriate insurance including but not limited to professional indemnity insurance for intellectual property infringement to cover acts and omissions when delivering the Work to the Company. We offer such insurance via our affiliates on the Platform at discounted rates, should Freelancers be interested.
- 8.6. Once a Freelancer enters into a Company Services Contract, Vlancer has discharged its obligations toward the parties. Any dispute that arises between a Company and a Freelancer after the commencement of the Company Services Contract remains between those parties and Vlancer accepts no liability whatsoever for losses incurred by Companies or Freelancers as a consequence of any Company Services Contract facilitated by the Platform.
- 8.7. Freelancers shall ensure that at all times Companies are treated in a professional manner and that they shall not use any threatening or unsuitable language, or display any inappropriate behaviour when dealing with Companies.
- 8.8. Vlancer reserves the right to suspend and terminate the use of the Platform by any Freelancer that breaches these Terms or if it receives more than two complaints about any Freelancer from Companies.

9. Subscription Fees and Termination

- 9.1. In consideration of the provision of the Platform Services to the Freelancer, the Freelancer will pay the Subscription Fee.
- 9.2. The price of the Subscription is that set out on the Platform at the date of your order or such other price as we may agree in writing.
- 9.3. You will be required to pay when using our online checkout service on the Platform by submitting your credit or debit card details with your order which includes VAT at the applicable rate.
- 9.4. All Subscription Fees must be taken through the Platform. We process payments using Cal.com Inc which are subject to the <https://cal.com/terms> , <https://cal.com/privacy> , which are incorporated into these Terms by reference.
- 9.5. Our preferred currency is GBP. If Company Fees are not received in in GBP, the conversion is performed by Cal.com Inc. We are not responsible for any exchange rate rates or charges levied by Cal.com Inc for such conversion.

- 9.6. All Freelancers are fully responsible for compliance with any applicable local laws and regulations in regard to the Company Fees that they receive from the Company Services including the payment and reporting of any applicable income taxes and VAT. For the avoidance of doubt, Vlancer is not responsible for Freelancers' tax payments or any other financial obligation and cannot provide the Freelancers with any advice in this regard.
- 9.7. If any Freelancer fails to make any payment of the Fees due to Vlancer by the due date for payment, then the Freelancer shall be required to pay interest on the overdue amount at the rate of 8% per cent per annum above the Bank of England base rate as updated from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. In addition, Vlancer shall be permitted to suspend the Platform Services until payment is made in full.
- 9.8. Freelancers shall pay all Subscription Fees due to Vlancer in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law).
- 9.9. Subscriptions commence on the date that you make payment of the Subscription Fee and endure for 30 days, renewing automatically unless terminated by you or us for further 30-day periods.
- 9.10. You may terminate your Subscription for convenience easily via 'my account' on the Platform by giving us no less than 15 days' notice of your intention to terminate prior to renewal of your Subscription. Your Subscription will then end on the subsequent renewal date. If you terminate your Subscription with less than 15 days' notice, your Subscription will endure for an extra month before ending.

10. Status

Nothing in these Terms shall be interpreted as meaning that any Freelancer is an employee of Vlancer and agrees that all Company Services provided to Companies are as a self-employed person or through a personal service company and are therefore excluded from the provisions of the Working Time Regulations and any benefits or rights attributed to employees including, but not limited to, entitlement to paid holiday or leave from Vlancer.

GENERAL TERMS

11. Platform Services

- 11.1. The description of the Platform Services is as stated on the Platform, marketing e-mails or any other form of advertisement provided by the us. Any description is for illustrative purposes only.
- 11.2. We reserve the right to make beneficial changes to the Platform Services. This could be to comply with any applicable law, regulation or safety requirements, or to implement minor technical adjustments and improvements, for example to optimise your user experience.

12. Intellectual property

- 12.1. We are the owner or the licensee of all intellectual property rights in our Platform and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 12.2. “Vlancer” is an unregistered trade mark and is legally protected by the laws of “passing off” and “unfair competition”. No rights are granted to Users or any third-parties to reproduce or use our trade mark for any purpose without prior written approval.
- 12.3. You are permitted to:
 - 12.3.1. print off one copy or download extracts of any page(s) from our Platform for your personal use; and
 - 12.3.2. draw the attention of others within your organisation to content on our Platform PROVIDED THAT our status (and that of any identified contributors) as the authors of content on our Platform is always acknowledged.
- 12.4. However, you must not:
 - 12.4.1. modify the paper or digital copies of any materials you have printed off or downloaded in any way;
 - 12.4.2. use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text; or
 - 12.4.3. use any part of the content on our Platform for commercial purposes without obtaining a licence to do so from us or our licensors.
- 12.5. If you print off, copy or download any part of our Platform in breach of these Terms, your right to use our Platform will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

13. Viruses and maintenance

- 13.1. We do not warrant or guarantee that our Platform is free of errors, viruses, Trojan horses or other destructive or contaminating components or content. We provide no warranty or guarantee that our Platform is compatible with your computer equipment and are under no obligation to do so.
- 13.2. We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material or event that may infect your computer

equipment, computer programs, data or other proprietary material due to your use of our Platform, the downloading of any content, or on any websites linked to it.

- 13.3. You are responsible for configuring your information technology, computer programmes and platform to access our Platform. You should use your own virus protection software.
- 13.4. You must not misuse our Platform by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Platform, the server on which our Platform is stored or any server, computer or database connected to our Platform. You must not attack our Platform via a denial-of-service attack or a distributed denial-of service attack.
- 13.5. We may, from time to time, temporarily suspend the operation of our Platform with or without prior notice, either wholly or in part for repair or maintenance work or for the purposes of updating or otherwise improving its content, features or functionality.

14. Third-party Links on our Platform

- 14.1. Where our Platform contains links to other Platforms and resources provided by third-parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked Platforms or information you may obtain from them. We have no control over the contents of those Platforms or resources.

15. Successors and our sub-contractors

- 15.1. We can transfer the benefit of these Terms to someone else, however we will remain liable to the other for its obligations under these Terms. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under these Terms.
- 15.2. You may only transfer your rights or your obligations under these Terms to another person or entity if we agree to this in writing.
- 15.3. No person who is not a party to these Terms shall have any rights to enforce any of its provisions and these Terms can be varied without any third party's consent. Neither of us will need to get the agreement of any other person in order to end the Contract or make any changes to these Terms.

16. Circumstances beyond the control of either party

- 16.1. In the event of any failure by a party because of something beyond its reasonable control:
 - 16.1.1. the party will advise the other party as soon as reasonably practicable; and
 - 16.1.2. the party's obligations will be suspended so far as is reasonable, PROVIDED THAT that party will act reasonably, and the party will not be liable for any failure which it could not reasonably avoid.

17. Privacy

- 17.1. By providing your personal data you consent to it being displayed on our Platform as required to facilitate the Company Services.
- 17.2. If you are a Freelancer your information will not be shared with a Company unless you respond to a Brief.
- 17.3. If you are a representative of a Company your information will not be shared with Freelancers unless you accept a Statement of Work at which point you consent to having your personal data shared in order to conduct the Company Services Contract.
- 17.4. Your privacy is critical to us. We respect your privacy and comply with the General Data Protection Regulation with regard to your personal information.
- 17.5. These Terms should be read alongside, and are in addition to our policies, including our Privacy Policy.
- 17.6. For the purposes of these Terms:
 - 17.6.1. **'Data Protection Laws'** means any applicable law relating to the processing of Personal Data, including, but not limited to the Data Protection Act 2018 and Directive 95/46/EC (Data Protection Directive) or the GDPR.
 - 17.6.2. **'GDPR'** means the General Data Protection Regulation (EU) 2016/679.
 - 17.6.3. **'Data Controller'**, 'Personal Data' and 'Processing' shall have the same meaning as in the GDPR.
- 17.7. We are a Data Controller of the Personal Data we Process in providing the Platform Services to you.
- 17.8. Where you supply Personal Data to us so we can provide services to you, and we Process that Personal Data in the course of providing services to you, we will comply with our obligations imposed by the Data Protection Laws:
 - 17.8.1. before or at the time of collecting Personal Data, we will identify the purposes for which information is being collected;
 - 17.8.2. we will only Process Personal Data for the purposes identified;
 - 17.8.3. we will respect your rights in relation to your Personal Data; and
 - 17.8.4. we will implement technical and organisational measures to ensure your Personal Data is secure.
- 17.9. For any enquiries or complaints regarding data privacy, please contact us.

18. Reliance on our Platform

- 18.1. The content on our Platform is provided for general information only and is not intended to amount to advice on which you should rely.
- 18.2. Although we make reasonable efforts to update the information on our Platform, we make no representations, warranties or guarantees, whether express or implied, that the content on our Platform is accurate, complete or up to date.

19. Prohibited use

19.1. You may not use the Platform for any of the following purposes:

- 19.1.1. in any way which causes, or may cause, damage to the Platform or interferes with any other person's use or enjoyment of the Platform;
- 19.1.2. in any unlawful or fraudulent manner;
- 19.1.3. to transmit, or to procure the transmission of any unsolicited marketing materials to us;
- 19.1.4. in any way which is harmful, unlawful, illegal, abusive, harassing, threatening or otherwise objectionable or in breach of any applicable law, regulation, governmental order;
- 19.1.5. to knowingly introduce viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful;
- 19.1.6. to gain unauthorised access to our Platform, the server on which our Platform is stored or any server, computer or database connected to our Platform; or
- 19.1.7. making, transmitting or storing electronic copies of content protected by copyright without the permission of the owner.

20. Limitation of liability

20.1. We provide the Platform Services only and we are not responsible and accept no liability whatsoever in respect of the Company Services that Companies receive from a Company on the Platform.

20.2. We limit our liability as follows:

20.2.1. Except to the extent expressly stated in Clause 20.2.3, all terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are expressly excluded.

20.2.2. Subject to Clause 20.2.3, we shall not be liable in contract or tort (including negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent) or otherwise for any loss or damage of whatsoever kind howsoever arising suffered in connection with your use of this Platform, including but not limited to: indirect and consequential losses, any economic loss, loss of revenue, business, profits or business opportunities, anticipated savings or profits, loss of or damage to reputation, loss of goodwill or data or for any punitive damages, penalties, interest or costs, (including legal and professional costs and expenses) suffered in connection with the supply of the Platform Services. Our total liability for all other losses arising under or in connection with any Contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to:

- i. In the case of Freelancers, the fees paid via the Platform in the 3 month period preceding the event that gave rise to such a claim; and
- ii. In the case of Companies, £100.

20.2.3. We do not exclude liability for: (i) any fraudulent act or omission; or (ii) for death or personal injury caused by negligence or breach of our other legal obligations including breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982.

20.3. This Platform and the Platform Services advertised on it are provided "as is" and without warranties of any kind, whether express or implied. To the fullest extent permissible

pursuant to applicable law, we disclaim all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose and non-infringement.

- 20.4. The Freelancer agrees to indemnify Vlancer against all reasonable costs, expenses, penalties, fines or interest including reasonable legal costs and expenses, incurred or payable by Vlancer in connection with or in consequence of any such liability, deduction, contribution, assessment or claim including claims for employment or worker status brought by any Freelancer against Vlancer or a Company arising out of or in connection with the provision of the Platform Services, except where such claim is as a result of any act or omission of Vlancer.

21. General

- 21.1. These Terms may be varied by us from time to time. Such revised terms will apply to the Platform from the date of publication. Users should check the Terms regularly to ensure familiarity with the then current version. No variation of these Terms, can be made after it has been entered into unless the variation is agreed by the User and Vlancer in writing and authorised by a member of our senior staff.
- 21.2. These Terms contain the whole agreement between the parties relating to its subject matter and supersede all prior discussions, arrangements or agreements that might have taken place in relation to these Terms.
- 21.3. The Contracts (Rights of Third Parties) Act 1999 shall not apply to these Terms and no third party will have any right to enforce or rely on any provision of these Terms.
- 21.4. If any court or competent authority finds that any provision of these Terms (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these Terms will not be affected.

22. Governing law, jurisdiction and complaints

- 22.1. The Contract (including any non-contractual matters) is governed by the law of England and Wales.
- 22.2. Disputes can be submitted to the jurisdiction of the courts of England and Wales or, where the User lives in Scotland or Northern Ireland, in the courts of respectively Scotland or Northern Ireland.
- 22.3. We try to avoid any dispute, so we deal with complaints in the following way: If a dispute occurs, Companies should contact us to find a solution. We will aim to respond with an appropriate solution within 5 days.