

# Terms of Service

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This website ([www.asisters.co.uk](http://www.asisters.co.uk)) is operated by Asisters Limited (“we, us, our, Asisters Limited”). Our office address is 1 Bottom Pond Cottage, Morestead, Winchester, Hampshire, SO21 1JE. These Terms of Service govern the use of the services offered by Asisters Limited on the website or mobile applications. Such services website and mobile applications together are hereinafter referred to as the “Service.” Please read carefully these Terms of Service below and the Asisters Limited Privacy Policy available here (the “Privacy Policy”). Your use of the Service constitutes your acceptance of and agreement to all of the terms and conditions in these Terms of Service and the Privacy Policy and your representation that you are 18 years of age or older. If you object to anything in these Terms of Service or the Privacy Policy, please do not use the Service. The Privacy Policy is incorporated by reference into these Terms of Service and these Terms of Service and the Privacy Policy are hereinafter referred to as this “Agreement.” We may change these Terms of Service (or our Privacy Policy) from time to time. If we do so, we will update the Terms of Service and, in addition, if you are registered with us, we will send you an email to let you know about any changes to the Terms of Service.

**There are some important parts of these Terms of Service that we would like to draw your attention to:**

- Asisters Limited provides an online venue where individuals or businesses who need something done (we call them Customers) and individuals or businesses who are willing to perform such Services (we call them Asisters) can connect with each other.
- Customers and Asisters enter into a direct contract with each other in relation to the Service to be performed. Asisters Limited and its affiliates are not a party to that contract so they are not responsible if Customer or Asister does not do what they have said they will do, or if an Asister performs a Service badly or incorrectly.
- By accessing and using the Service and complying with these Terms of Service, you consent to receiving calls and text messages from us to your mobile phone, if we consider this necessary in order to facilitate fulfilment of a Service.
- By using this platform, Customers, in their sole discretion, determine whether they are present or not when a Service is performed and/or completed. Customers who elect not to be present when a Service is performed or completed agree that if someone other than them (i.e. spouse, roommate, friend, etcetera) is present when the Service is performed, they are appointing that person as their agent (“Customer's Agent”) and the Asister may take and follow direction from the Customer's Agent as if such direction was given from the Customer him or herself. The Customer's Agent may authorise any applicable waiver by signing in the Customer's stead. Customer agrees that such direction and/or waiver are valid and enforceable against Customer and Customer's Agent and Customer shall be responsible and liable for all such direction and/or waiver as if made by Customer him or herself.

## **1. Our Service and our Fee**

The Service is a platform for enabling connections between Customers and Asisters. Customers are individuals and/or businesses seeking to obtain Service services (“Services”) from Asisters, and are therefore Customers of Asisters. Customers and Asisters together are referred to in these Terms of Service as “Users.” Customers select a Service from our Service which they would like

performed by an Asister in the local area who is willing to perform that Service for them. In consideration for providing the Service, we receive a fee in respect of Services performed. This is currently calculated at 20% of the amount charged to the end customer; Asisters Limited reserve the right to amend this rate in the future. We retain the right to apply an administration fee for any bookings that are not created by the customer using the Asisters website or mobile app. Any amendments will be notified to you via email.

## **2. Service Only Provides a Venue**

Asisters Limited does not take part in the interaction between Users in relation to the Service (other than to try to facilitate fulfilment of Services) and is not responsible for the performance of contracts by Users. i) Asisters Limited has no control over the quality, timing, legality, failure to provide, or any other aspect whatsoever relating to the Services and the way they are carried out, or of any ratings provided by Users in respect of each other, Services provided by Customers, nor of the integrity, responsibility or any of the actions or omissions whatsoever of any Users, and (ii) Asisters Limited gives no assurances about the suitability, reliability, timeliness, or accuracy of the Services requested and provided by Users identified through the Service whether in public, private, or offline interactions.

## **3. User Vetting**

Customers and Asisters may be subject to an extensive vetting process before they can register and during their use of the Service, including but not limited to a verification of identity and a criminal background check using third party services as appropriate. Users hereby give consent to Company to conduct background checks as often as required in compliance with applicable laws.

Although Asisters Limited may perform background checks of Users, as outlined above, Asisters Limited cannot confirm that each User is who they claim to be and therefore, Asisters Limited cannot and does not assume any responsibility for the accuracy or reliability of identity or background check information. When interacting with other Users on the Service or in real life you should exercise caution and common sense to protect your personal safety and property, just as you would when interacting with other persons whom you don't know, for example, by arranging to meet each other at safe times of the day. Asisters Limited will not be liable for any false or misleading statements made by Users of the Service.

## **4. Agreeing to a Service; Billing and Payment Policy**

Users of the Service contract for Services directly with other Users. Asisters Limited will not be a party to any contracts for Services or services and is not responsible for the performance of such contracts by Users. Users of the Service will be required to provide their bank account details to Asisters Limited and the Payment Service Provider retained by Company (the "PSP"). Services are agreed upon between Customers and Asisters in the following two ways:

### **One- Via the online booking platform.**

Step 1: Customer selects a particular Service and enters location postcode.  
Step 2: We will take the information provided in Step 1 and provide Customer with a list of Asisters whose registration details, as provided by Asisters to us, indicate that they could be

interested in performing the Service. The list will show Asisters' hourly rates for the Service type and minimum time period for booking.

Step 3: Customer selects the Asister they consider the best fit for the Service and selects a time slot from the Asister's availability. Customer has the option of booking the service on a regular basis.

Step 4: The Customer confirms the booking and the Customer Invoice will detail the amount Customer owes to the Asister. This payment must be paid prior to the Service completion.

On submission of payment the Customer authorises Company to provide Customer's payment details to the PSP for processing of Service Payment. Service Payment must be paid through the Service.

Users of the Service will be liable for any taxes (including VAT, if applicable) required to be paid on the Services provided under the Agreement (other than taxes on the Company's income).

Step 5: On receipt of payment of the Service, the Customer can communicate with the Asister to discuss scope of work and timing using the chat interface on the Service. The Asister will be given the contact details of the Customer. Step 6: On arrival at the location of the Service, the Asister will use the Asister App geo location function to confirm her attendance by clicking on the 'Arrived button'. This confirmation will ensure that the Service is recorded as approved for payment.

Step 7: The Asister will receive a monthly payment for Services completed during the prior month within 5 business working days of the close of the period. The payment will be nett of the Asisters Fee.

## **Two – Direct with Customer Services (CS).**

Step 1 – The customer contacts customer services with their requirements  
Step 2 - We will take the information provided in Step 1 and recommend to the Customer an Asister/Asisters whose registration details, as provided by Asisters to us, indicate that they could be suitable for providing the service. The recommendation will contain pricing for the services provided which may be different from the online hourly rates due to bespoke service offering or administration costs.

Step 3: An introductory meeting is arranged between the customer and the Asister/s. Customer has the option of accepting the Asister/s or requesting another match.

Step 4: The Customer confirms the booking schedule with Asisters and the Customer Invoice will detail the amount Customer owes. This payment must be paid prior to the Service completion on a weekly, biweekly or monthly basis dependent on the hours or customer preference. The invoice can be paid by bank card via our PSP\* via an email link, bank transfer, payment over the phone or cheque.

\*On submission of payment the Customer authorises Company to provide Customer's payment details to the PSP for processing of Service Payment. Service Payment must be paid through the Service.

Users of the Service will be liable for any taxes (including VAT, if applicable) required to be paid on the Services provided under the Agreement (other than taxes on the Company's income).

Step 5: Prior to payment of the Service, the Customer can communicate with the Asister directly to discuss scope of work via email or phone. The Asister will be given the contact details of the Customer.

Step 6: On arrival at the location of the Service, the Asister will use the Asister App geo location function to confirm her attendance by clicking on the 'Arrived button'. This confirmation will ensure that the Service is recorded as approved for payment.

Step 7: The Asister will receive a monthly payment for Services completed during the prior month. The payment will be nett of the Asisters Fee.

Note: The PSP used is a third party, currently Stripe LLC. We are not a provider or reseller of the PSP and in order for Asisters to receive payments through the PSP, each Asister must enter into Terms of Service (the "ToS") with the PSP; these terms are available here. By accepting our Terms of Service, each Asister confirms: (a) that they have downloaded or printed the ToS, and (b) that they have reviewed and accept the ToS subject to the amendments described below. The ToS represent the terms of the PSP and are not the terms of Asisters Limited. Asisters Limited gives no assurance as to the suitability or appropriateness of the ToS for Asisters and Asisters should read them carefully. We have agreed with the PSP that we, and not Asisters, will take responsibility for the terms in the PSP ToS identified below and will deal with those issues on behalf of Asisters:

#### Section A

8. Data Security

9. Audit Right

11. Privacy of others 12. Restricted Use

#### Section B

1. Registration

2. Asisters Limited Descriptions and Site URL 3. Verification and Underwriting

#### Section C

The entirety of Section C.

#### Section D

13. Change of Business

If you have questions regarding the ToS, please contact the PSP at [support@stripe.com](mailto:support@stripe.com) or <https://support.stripe.com/>.

## 5. Customer Cancellations and Refunds

1. If for any reason the Customer cancels their booking, a refund will only be issued if notice of cancellation is accepted at least 48 hours prior to the commencement of the job. The Asister will not be entitled to payment for a booking where a refund has been issued.

2. If an Asister has been allocated to support a specific customer on a regular basis, a 48hr notice of cancellation may be accepted if alternative customer bookings can be found, otherwise Asisters reserve the right to invoice up to 50% of the total booking charge for the cancellation period.

3. If a customer is hospitalised Asisters will charge the full rate for all bookings within a 72hr period of being notified and 50% for all further bookings within the 7day period following notification. Following 7 days the Customer can select to pay a retainer at 50% of the agreed hourly rate to secure an Asister. Normal 48hr cancellation policy will apply to any retainer agreement.

4. A Customer will not be charged if an Asister cancels or fails to arrive for an agreed Booking.

## 6. Vouchers

Company gift cards, vouchers or promotional codes (“Vouchers”) may be available and can be used to pay in part or in full for Service Payments and reimbursement of out of pocket expenses and Asisters Limited fees associated with a Service provided through the Service. Vouchers are an offer (subject to the terms of the voucher) by the Company to reduce the amount a Customer has to pay in relation to a Service Payment and/or our fee. Vouchers will not affect the amount of the Service Payment an Asister ultimately receives. You agree that you will only use one Voucher per person, and will comply with Voucher terms, including but not limiting Voucher use to first-time Users (which means that you will not use such a Voucher with a new account you create if you already have an account on the Service).

Customer must enter each Voucher into Customer’s account for its appropriate value before Customer can use that value on the Service. Vouchers are not replaceable if lost or stolen, can only be used in connection with Services or the Services, have no cash value and cannot be exchanged for cash, will not be directly accepted by Asisters as a payment method (you need to enter the Voucher into your account as set forth above) and have no expiration date.

## **7. Release**

The Service is only a venue for connecting Users. Because Asisters Limited is not involved in the actual contract between Users or in the completion of the Service, if you have a dispute with one or more Users, you release Asisters Limited from any and all claims, liabilities and losses of every kind and nature, known and unknown in any way connected with such disputes. Asisters Limited expressly disclaims any liability that may arise between Users of its Service.

## **8. Public Areas; Acceptable Use**

The Service may from time to time, contain profiles, email systems, blogs, message boards, applications, job postings, chat areas, news groups, forums, communities and/or other message or communication facilities (“Public Areas”) that allow Users to communicate with other Users. You may only use such community areas to send and receive messages and materials that are relevant and proper to the applicable forum. Without limitation, while using the Service, you may not:

- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as, but not limited to, rights of privacy and publicity) of others, including Asisters Limited staff.
- Publish, post, upload, distribute or disseminate any profane, defamatory, infringing, obscene or unlawful topic, name, material or information.
- Use the Service for any purpose, including, but not limited to posting or completing a Service, which is illegal or otherwise unlawful.
- Upload files that contain software or other material that violates the intellectual property rights (or rights of privacy or publicity) of any third party.
- Upload files that contain viruses, Trojan horses, corrupted files or any other similar software that may damage the operation of another’s computer.
- Advertise or offer to sell any goods or services for any commercial purpose through the Service which are not relevant to the services offered through the Service.
- Post or upload any content to which you have not obtained any necessary rights or permissions to use accordingly.

- Conduct or forward surveys, contests, pyramid schemes, or chain letters. Impersonate another person or allow any other person or a User or entity to use your identification to post or view comments.
- Post the same Service repeatedly ("Spamming"). Spamming is strictly prohibited.
- Download any file posted by another User that a User knows, or reasonably should know, cannot be legally distributed through the Service.
- Restrict or inhibit any other User from using and enjoying the Public Areas. Imply or state that any statements you make are endorsed by Asisters Limited, without the prior written consent of Asisters Limited.
- Use a robot, spider, manual and/or automatic processes or devices to data-mine, data-crawl, scrape or index the Service in any manner.
- Hack or interfere with the Service, its servers or any connected networks.
- Adapt, alter, license, sublicense or translate the Service for your own personal or commercial use.
- Remove or alter, visually or otherwise, any copyrights, trademarks or proprietary marks and rights owned by Asisters Limited.
- Upload content that is offensive and/or harmful, including, but not limited to, content that advocates, endorses, condones or promotes racism, bigotry, hatred or physical harm of any kind against any individual or group of individuals.
- Upload content that provides materials or access to materials that exploit people under the age of 18 in an abusive, violent or sexual manner.
- Use the Services in violation of the Marketplace Guidelines.
- Use the Service to solicit for any other business, website or service, or otherwise contact Users for employment, contracting or any purpose not related to use of the Service as set forth herein.
- Use the Service to collect usernames and or/email addresses of Users by electronic or other means.
- Register under different usernames or identities, after your account has been suspended or terminated.
- You understand that all submissions made to Public Areas will be public, and that you will be publicly identified by your name or login identification when communicating in Public Areas and Asisters Limited will not be responsible for the action of any Users with respect to any information or materials posted in Public Areas.

## **9. Account, Password, Security and Mobile Phone Use**

While certain parts of the Service are accessible by everyone, in order to use the Service provided through the Service you must register and create an account on the Service (an "Account"). You are responsible for maintaining the confidentiality of any log-in and password details provided by you or given to you by Asisters Limited for accessing the Service. You are solely and fully responsible for all activities that occur under your password or account, even if not authorised by you. Asisters Limited has no control over the use of any User's account and expressly disclaims any liability derived therefrom. Should you suspect that any unauthorised party may be using your password or account or you suspect any other breach of security in respect of your account, you must contact Asisters Limited immediately. By providing your mobile phone number and using the Service, you hereby affirmatively consent to Asisters Limited's use of your mobile phone number for calls and texts only where Asisters Limited thinks it reasonably necessary to facilitate fulfilment of Services. Asisters Limited will not assess any charges for calls or texts, but standard message charges or other charges from your wireless carrier may apply.

You may opt out of receiving text messages from us by modifying your account settings in the profile page section of your Account or

emailing [support@asisters.co.uk](mailto:support@asisters.co.uk).

## 10. Termination and Suspension

Asisters Limited may terminate or suspend your right to use the Service at any time if, in its opinion, you have failed to comply with any provision of this Agreement if any details you have provided to us turn out to be false, or if we believe it is necessary to do so in order to protect other Users and/or for the security of the Service, by providing you with written or email notice of such termination, and termination will be effective immediately upon delivery of such notice. If Asisters Limited terminates or suspends your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, Asisters Limited reserves the right to take appropriate legal action. You may terminate this Agreement at any time by ceasing all use of the Service. All parts of these Terms of Service, which by their very nature should survive the expiration or termination of this Agreement, shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

## 11. Your Information and Likeness

"Your Information" is defined as any information and materials you provide to Asisters Limited or other Users in connection with your registration for and use of the Service, including without limitation that information posted or transmitted for use in Public Areas. You are solely responsible for Your Information, and we act merely as a passive conduit for your online distribution and publication of Your Information. The information and materials described in this Section, as provided by each User, is collectively referred to herein as "User-Generated Content." You hereby confirm to Asisters Limited that Your Information (a) will not be false, inaccurate, incomplete or misleading; (b) will not be fraudulent or involve the sale of counterfeit or stolen items; (c) will not infringe any third party's copyright, patent, trademark,

trade secret or other intellectual property right or rights of publicity or privacy; (d) will not violate any law or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (e) will not be defamatory, libelous, unlawfully threatening, or unlawfully harassing; (f) will not be obscene or contain child pornography or be harmful to minors; (g) will not contain any viruses, Trojan Horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; and (h) will not create liability for Asisters Limited or cause Asisters Limited to lose (in whole or in part) the services of its ISPs or other partners or suppliers, for instance by posting illegal photos or other content or altering profile information to create a denial of service from a third party.

The Service hosts User-Generated Content relating to reviews of specific Asisters. Such reviews are opinions of Users and not the opinion of Asisters Limited, have not been verified or approved by Asisters Limited and each Customer should undertake their own research to be satisfied that a specific Asister is the right person for a Service. You agree that Asisters Limited is not liable for any User-Generated Content.

You hereby grant Asisters Limited a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable (through multiple tiers) right to exercise all copyright, publicity rights, and any other rights you have in Your Information, in any media now known or not currently known in order to perform and improve upon the Service. Each Asister who provides to the Asisters Limited any videotape, film, recording, photograph, voice, or all related instrumental, musical or other sound effects, in exchange for the right to use the Service, hereby irrevocably grants to the Asisters Limited the non-exclusive, fully-paid, royalty-free, transferable, sublicensable, worldwide, unrestricted, and perpetual right to:

- Use any videotape, film, recording or photograph that such Asister provides to the Asisters Limited, and use, reproduce, modify or creative derivative works from such Asister's picture, silhouette and other reproductions of their physical likeness (as the same may appear in any still camera photograph and/or motion picture film or video) (collectively the "Physical Likeness"), in connection with the exhibition, distribution, display, performance, transmission, broadcasting on any and all media, including, without limitation, the internet, of any videos or images of such Asister in connection with the Service.
- Reproduce in all media any recordings of such Asister's voice, and all related instrumental, musical, or other sound effects (collectively, the "Voice"), made in connection with the Service.
- Use, and permit to be used, such Asister's Physical Likeness and Voice in the advertising, marketing, and/or publication of the Service in any media.
- Use, and permit to be used, with Asister's consent, such Asister's name and identity in connection with the Service.

## 12. Links to Other Websites

Links (such as hyperlinks) from the Service to other third-party websites not operated by Asisters Limited or its partners does not constitute an endorsement or association by Asisters Limited of those websites, their content or its operators. Such links are provided as an information service, for reference and convenience only. Asisters Limited does not control any such websites and is not responsible for any content contained on such website.

It is your responsibility to independently evaluate the content and usefulness of the information obtained from other websites. The use of any website controlled, owned or operated by third parties is governed by the website terms of use or service and privacy policies for those websites, and not by Asisters Limited's Terms of Service or Privacy Policy. You access such third-party websites at your own risk. Asisters Limited expressly disclaims any liability arising in connection with your use and/or viewing of any websites or other material associated with third-party links that may appear on the Service. As part of the functionality of the Service, you may link your account with online accounts you may have with third-party service providers (each such account, a "Third-Party Account"), for example Facebook and Twitter by either:

- (i) providing your Third-Party Account login information through the Service; or
- (ii) allowing Asisters Limited to access your Third-Party Account, as is permitted under the applicable terms and conditions that govern your use of each Third-Party Account.

You represent that you are entitled to disclose your Third-Party Account login information to Asisters Limited and/or grant Asisters Limited access to your Third-Party Account (including, but not limited to, for the purposes described herein), without breach by you of any of the terms and conditions that govern your use of the applicable Third-Party Account and without obligating

Asisters Limited to pay any fees or making Asisters Limited subject to any usage limitations imposed by such third-party service providers. By granting Asisters Limited access to any Third-Party Accounts, you understand that (i) Asisters Limited may access, make available and store (if applicable) any content that you have provided to and stored in your Third-Party Account (the "SNS Content") so that it is available on and through the Service via your account, including without limitation any friend lists, and (ii) Asisters Limited may submit and receive additional information to your Third-Party Account so long as you are notified of this when you link your account with the Third-Party Account.

Unless otherwise specified in these Terms of Service, all SNS Content, if any, shall be considered to be User-Generated Content for all purposes of these Terms of Service. Depending on the Third-Party Accounts you choose, and subject to the privacy settings that you have set in such Third-Party Accounts, personally identifiable information that you post to your Third-Party Accounts may be available on and through your account on the Service. Please note that if a Third-Party Account or associated service becomes unavailable or Asisters Limited's access to such Third-Party Account is terminated by the third-party service provider, then SNS Content may no longer be available on and through the Service. You will have the ability to disable the connection between your account on the Service and your Third-Party Accounts at any time, as set out below. Please note that your relationship with the third-party service providers associated with your Third-Party Accounts is governed solely by your agreement(s) with such third-party service providers.

Asisters Limited makes no effort to review any SNS Content for any purpose, including but not limited to, for accuracy, legality or non-infringement, and Asisters Limited is not responsible for any SNS Content. At your request made via e-mail to Privacy, Asisters Limited will deactivate the connection between the Service and your Third-Party Account and delete any information stored on Asisters Limited's servers that was obtained through such Third-Party Account, except the username and profile picture that become associated with your account. Asisters Limited retains these in order to be able to check that Users who have been suspended or terminated by Asisters Limited do not re-apply to join.

### **13. Worker Classification and Withholdings**

Each User assumes all liability for proper classification of workers as independent contractors or employees based on applicable legal guidelines. Users do not have authority to enter into written or oral - whether implied or express - contracts on behalf of Asisters Limited. Users acknowledge that Asisters Limited does not, in any way, supervise, direct, or control an Asister's work or Services performed in any manner. Asisters Limited does not set an Asister's work hours or location of work. Asisters Limited will not provide any equipment, labour or materials needed for a particular Service. The Service is not an employment service, employment business or employment agency and Asisters Limited does not serve as an employer of any Asister. As such, Asisters Limited will not be liable for any tax or withholding, including but not limited to National Insurance, employer's liability, social security, PAYE or other payroll withholding tax in connection with a Customer's use of an Asister's services. Customer agrees to indemnify Asisters Limited and its affiliates from any and all claims, liabilities and reasonable costs arising from or in connection with:

- an Asister being misclassified as an independent contractor or employee;
  - Asisters Limited being incorrectly held to be an employer or joint employer of an Asister;
- or

- any other relevant third-party claims under any employment-related laws, such as those relating to employment termination, employment discrimination, harassment or retaliation, as well as any claims for overtime pay, sick leave, holiday or vacation pay, retirement benefits, worker's compensation benefits, unemployment benefits or any other employee benefits.

#### **14. Intellectual Property Rights**

All intellectual property rights pertaining to any content on the Service (including text, graphics, software, photographs and other images, videos, sound, trade marks and logos) are owned by us or our licensors (and Users may be licensors if they have provided the content concerned). We give you a non-exclusive licence to use and access the Service and its content solely for your own personal use, provided that you shall not: copy or make any part of the Service or its content available for access or use by any other person, except as expressly permitted by these terms or otherwise expressly authorised by us. Except to the extent expressly set out in these terms, you are not being given any rights in respect of any intellectual property rights owned by Asisters Limited or its licensors and you acknowledge that you do not acquire any ownership of, or other rights in relation to, any such intellectual property rights by downloading any content from the Service. The service marks and trademarks of Asisters Limited, including without limitation Asisters Limited and the Asisters Limited logos are service marks owned by Asisters Limited. Any other trademarks, service marks, logos and/or trade names appearing via the Service are the property of their respective owners. You may not copy or use any of these marks, logos or trade names without the express prior written consent of the owner.

#### **15. Copyright Complaints and Copyright Agent**

Asisters Limited respects the intellectual property of others, and expects Users to do the same. If you believe, in good faith, that any materials provided on or in connection with the Service infringe upon your copyright or other intellectual property right, please send the following information to Asisters Limited's Copyright Agent at: Asisters Limited, 1 Bottom Pond Cottage, Morestead, Winchester, Hampshire, SO21 1JE.

- A description of the copyrighted work that you claim has been infringed, including the URL (Internet address) or other specific location on the Service where the material that you claim has been infringed is located. Include enough information to allow Asisters Limited to locate the material, and explain why you think an infringement has taken place;
- A description of the location where the original or an authorised copy of the copyrighted work exists - for example, the URL (Internet address) where it is posted or the name of the book in which it has been published;
- Your address, telephone number and e-mail address;
- A statement by you that you have a good faith belief that the disputed use is not authorised by the copyright owner, its agent or the law;
- A statement by you that the information in your notice is accurate and that you are the copyright owner or authorised to act on the copyright owner's behalf; and
- An electronic or physical signature of the owner of the copyright or the person authorised to act on behalf of the owner of the copyright interest.

## 16. Confidential Information

You acknowledge that Confidential Information (as hereinafter defined) is a valuable, special and unique asset of Asisters Limited and agree that you will not disclose, transfer, use (or seek to induce others to disclose, transfer or use) any Confidential Information for any purpose other than disclosure to your authorised employees and agents who are bound to maintain the confidentiality of Confidential Information. You shall promptly notify Asisters Limited in writing of any circumstances that may constitute unauthorised disclosure, transfer, or use of Confidential Information. You shall use best efforts to protect Confidential Information from unauthorised disclosure, transfer or use. You shall return all originals and any copies of any and all materials containing Confidential Information to Asisters Limited upon termination of this Agreement for any reason whatsoever. The term “Confidential Information” shall mean any and all of Asisters Limited’s trade secrets, confidential and proprietary information and all other information and data of Asisters Limited that is not generally known to the public or other third parties who could derive value, economic or otherwise, from its use or disclosure. Confidential Information shall be deemed to include technical data, know-how, research, product plans, products, services, customers, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances or other business information disclosed directly or indirectly in writing, orally or by drawings or observation.

## 17. Disclaimer of Warranties

We will use all reasonable endeavours to ensure that the Service is available for use for as much of the time as possible, but we do not guarantee that it will be available all of the time and, in particular, it may be unavailable from time to time due to scheduled maintenance or

upgrades or for reasons outside our control (such as failures of internet access). We do not give or enter into any condition, warranty or other term to the effect that the Service:

- is or will be available all of the time;
- is or will be free from defects; or
- will comply with any particular standards.

Except as expressly set out in these terms, no implied conditions, warranties or other terms, including any implied term relating to satisfactory quality or fitness for purpose, will apply to the Service or to any service provided by us via the Service. We shall not be liable to you for any loss of profits, goodwill or other intangible losses (even if Asisters Limited has been advised of the possibility of such damages) or for any indirect, special or consequential loss or damage, whether such loss or liability arises due to negligence, breach of contract, misrepresentation or for any other reason. The foregoing will not affect any statutory rights that you may have as a consumer through your use of the Service. Nothing in this agreement shall in anyway limit or exclude Asisters Limited’s liability for negligence, causing death or personal injury or for fraudulent misrepresentation or for anything, which may not be legally excluded or limited. Asisters Limited does not review User Service postings or other comments or content, and is not involved in any transactions carried out directly between Users.

## 18. No Liability

Asisters Limited is not responsible for and shall have no liability in relation to any Services or other dealings that are facilitated by Users using our Service. Any disputes in relation to any Services or dealings with Customers or Asisters should be raised and resolved directly with Customer or Asister concerned. If you have a dispute with any Users whilst using the Service, you agree to release us from all claims, demands and damages of every nature, known and unknown, arising from or in any way connected with such disputes.

## **19. Indemnification**

Except as otherwise set forth in the Asisters Limited Protection Pledge, you hereby agree to indemnify Asisters Limited, its directors, officers, employees, agents, subsidiaries, affiliates, and its partners in promotions, sweepstakes, or contests from and against any and all claims, losses, liabilities, judgments and reasonable costs, including legal fees and costs, incurred in connection with (i) your use or inability to use the Service, or (ii) any content submitted by you or using your account to the Service, including, but not limited to the extent such content may infringe on the intellectual rights of a third party or otherwise be illegal or unlawful. Asisters Limited reserves the right, at its own expense, to assume the exclusive defence and control of any matter otherwise subject to your indemnification. You will not, in any event, settle any claim or matter without the written consent of Asisters Limited.

## **20. Governing Law**

These Terms of Service and your use of the Service shall be governed by English law. You agree that any dispute between you and us regarding these Terms of Service or the Service will only be dealt with by the English courts, provided that, if you live in a part of the United Kingdom other than England, the applicable law of that part of the United Kingdom will govern and any dispute will only be dealt with by the courts there. Nothing shall prevent us from bringing proceedings to protect our intellectual property rights before any competent court.

## **21. Special Promotions**

Asisters Limited may from time to time provide certain promotional opportunities to Users. All such promotions will be run at the sole discretion of Asisters Limited, and any promotional activity will be governed by its own set of terms and conditions, which will be notified to you should you choose to participate; the liability of any of the Company's partners pursuant to such promotional opportunities, shall be limited pursuant to Section 19 of these Terms of Service.

## **22. General Provisions**

Failure by Asisters Limited to enforce any provision(s) of this Agreement will not be construed as a waiver of any provision or right. This Agreement constitutes the entire agreement between you and Asisters Limited with respect to its subject matter. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions will be enforced to the fullest extent possible, and the remaining provisions will remain in full force and effect. This Agreement will inure to the benefit of Asisters Limited, its successors and assigns.

## **23. Changes to this Agreement and the Service**

Asisters Limited may change this Agreement (including the Terms of Service and Privacy Policy) from time to time. If Asisters Limited does so, it will post the updated terms of this Agreement on its Service and will, if you are registered to use the Service, send you an email to let you know about the changes to the terms. If any future changes to this Agreement are unacceptable to you or cause you to no longer be in compliance with this Agreement, you must terminate it and immediately stop using the Service. Your continued use of the Service following any revision to this Agreement constitutes your complete and irrevocable acceptance of any and all such changes. Asisters Limited may change, modify, suspend or discontinue any aspect of the Service at any time without notice or liability. Asisters Limited may also impose limits on certain features or restrict your access to parts or all of the Service without notice or liability.

## **24. Contacting us**

If you have any questions about these Terms of Service or about the Service, please contact us by email at [support@asisters.co.uk](mailto:support@asisters.co.uk) or by post to 1 Bottom Pond Cottage, Morestead, Winchester, Hants SO21 1JE.