

## Welcome to WellMatch!

### CUSTOMER TERMS AND CONDITIONS

This agreement governs your use of the WellMatch website, accessible at [www.wellmatch.co.uk](http://www.wellmatch.co.uk) (**Website**), our downloadable application (**App**) and any goods or services made available through the Website or App (**Platform**). By using the Platform, including but not limited to downloading the App, you agree to be bound by this agreement which forms a binding contractual agreement between you, the User, and us, Wellmatch Limited, a company registered in England and Wales with Company Number 15379157 and registered office F 29 Sloane Gardens, Flat 2, London, England, SW1W 8EB (**WellMatch, we, our, or us**).

In this agreement, when we refer to:

- (a) **“the User”**, we are referring to you, the individual ordering Services via our Platform, or if you are acting in the capacity as a duly authorised representative of a company, then that company;
  - (b) **“Services”**, we are referring to the services from Providers available through the Platform;
  - (c) **“Providers”**, we are referring to sellers of the Services on the Platform, being separate legal entities from WellMatch (unless otherwise indicated);
- **“Users”**, we are referring to all users of the Platform, including without limitation you (as a customer), other customers, and Providers;
  - **“App Store”** means Apple’s App Store and we refer to their rules and policies contained in the Apple Media Services Terms and Conditions as the ‘App Store Rules’.
  - **“Google Play”** means the app distribution platform operated by Google and known as Google Play, and we refer to Google’s terms of service (and other applicable terms) collectively as ‘Google’s Rules’; and
  - in clauses where we use the phrase **“App Store Rules or Google’s Rules (as applicable)”**, we intend for the App Store Rules to apply to users who have obtained the App via the Apple App Store, and for Google’s Rules to apply to users who have obtained the App via the Google Play distribution platform.

If you do not agree to these terms, we will not allow you to use the Platform and you should not download it.

### YOUR KEY INFORMATION

The Consumer Rights Act 2015 (applicable in the United Kingdom) requires that all Services available on the Platform are as described, fit for purpose and of satisfactory quality and so nothing in these terms affects statutory rights.

During the expected lifespan of your Services, if this Act applies to you, you’re entitled to the following:

- up to 30 days: if your goods are faulty, you can get a refund;
- up to six months: if it can’t be repaired or replaced, then you’re entitled to a full refund in most cases;
- up to six years: if the goods do not last a reasonable length of time, you may be entitled to some money back.

This is a summary of some of your key rights in the United Kingdom. For detailed information from Citizens Advice please visit [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk) or call 0808 223 1133.

The information above summarises some of your key rights. It is not intended to replace the contract below, which you should read carefully.

If you have any questions about this contract or any orders you have placed, please contact us by sending an email to: [support@wellmatch.co.uk](mailto:support@wellmatch.co.uk).

**THE APP**

- (a) These terms are an agreement is made between us you and us and:
  - (i) Apple is not a party to this agreement and has no responsibility for the app or its content; and
  - (ii) Google is not a party to this agreement and has no liability under it.
- (b) Downloading the App and creating an Account is free. Users pay for Services they book through the App, and we retain a fee (**WellMatch Fee**).
- (c) We license you to download and use the App:
  - (i) For iOS users, onto any Apple-branded product, and to use it once you have downloaded it, provided you follow all of the rules described in this agreement and the App Store Rules; and
  - (ii) For Google Play Store users, to use the App provided you follow all of the rules described in this agreement and also Google's rules.
- (d) The licence:
  - (i) is only for you personally (and anyone else that the Apple or Google (as applicable) and for non-business use;
  - (ii) starts when you download the App; and
  - (iii) covers content, materials, or services accessible from, or bought in, the App including all of our support resources. It also covers updates to the App unless they come with separate terms, in which case we will give you an opportunity to review and accept
- (e) The App can be accessed, used and downloaded by other accounts that are associated with you through family sharing or volume purchasing in accordance with the App Store or Google's Rules (as applicable).
- (f) You must comply with the App Store Rules and Google's Rules (as applicable) as well as these terms but, if there is any conflict between them, you should follow the App Store Rules or Google's Rules rather than the equivalent rule here.
- (g) You do not own the App or any of its contents but you may use it on devices that you own or control, as permitted by these terms and by the App Store Rules or Google's Rules (as applicable).
- (h) If you sell or give away the device on which you have downloaded the App, you must first remove the App from the device.
- (i) You are not allowed to:
  - (i) modify the App's code in any way, including inserting new code, either directly or through the use of another app or piece of software;
  - (ii) deliberately attempt to avoid or manipulate any security features included in the App; or
  - (iii) pretend that the App is your own or make it available for others to download or use (including by way of copying the code of the App and creating an independent version).
- (j) We are responsible for customer service in relation to the App and can help you if you are having any issues.
- (k) For iOS users, you acknowledge that Apple has no obligation whatsoever to provide any support or maintenance services in relation to the App.
- (l) For Google users, you acknowledge that Google has no obligation to provide any support or maintenance services in relation to the App. Refunds may be available to you in a range of circumstances, either from Google or from us. See Google's refund policies for more information.
- (m) If you need to get in touch with us, you can use the 'contact us' functionality provided in the App.

- (n) If we need to get in touch with you, we will do so by email or an in-App notification.
- (o) We may update the App from time to time for reasons that include fixing bugs or enhancing functionality. We might also change or remove functionality but if we do that, we will ensure that the App still meets the description of it that was provided to you at the time you downloaded the App.
- (p) Updates will either download automatically or you may need to trigger them yourself, depending on your device, its settings and the app store.
- (q) We strongly suggest that you download all updates as soon as they become available. Depending on the nature of the update, the App may not work properly (or at all), or you may be exposed to security vulnerabilities, if you do not keep the App updated to the latest version that we make available.

## 2 ACCOUNTS

- (a) In order to use functionalities of the Platform, you may be required to sign-up, register and receive an account through the Platform (an **Account**).
- (b) As part of the Account registration process and as part of your continued use of the Platform, you are required to provide personal information and details, such as your email address, first and last name, preferred username, a secure password, billing, postal and physical addresses, mobile phone number, payment information, and other information as determined by WellMatch from time to time.
- (c) You warrant that any information you give to WellMatch in the course of completing the Account registration process will always be accurate, honest, correct and up-to-date.
- (d) Once you complete the Account registration process, WellMatch may, in its absolute discretion, choose to accept you as a registered user within the Platform and provide you with an Account.
- (e) WellMatch reserves the right to contact you about any concerning behaviour by you, or to seek a resolution with you.
- (f) WellMatch may, in its absolute discretion, suspend or cancel your Account for any reason, including for any failure to comply with this agreement.

## 3 BOOKING AND FEES

- (a) You can search for different Services offered by Providers on the Platform via their "**Listings**" which will describe the scope, inclusions, cost and service locations.
- (b) You acknowledge and agree that:
  - (i) if you make a booking for Services on the Platform (**Booking**), that will constitute your request to enter into a contract with each Provider of the Services in your Booking.
  - (ii) If your Booking is for multiple Services, whether or not the Services are from different Providers, each item of Services in your Booking will constitute a separate Booking and may be accepted or rejected by the respective Provider if that Provider is unable to fulfil the Booking for the relevant Services.
  - (iii) Your Booking will only be accepted and form a binding contract between you and the Provider when the Provider accepts your Booking via the Platform – you will be notified of this in writing.
  - (iv) For each item of Services in your Booking, you must pay the price listed for the Services on the Platform plus a WellMatch Fee (which you will be notified of at checkout) and VAT (**Price**).
  - (v) The Price will be debited from your account and WellMatch will keep the WellMatch Fee which will be a percentage of the Price.

- (vi) If your Booking (or any part of it) is not accepted by the relevant Provider, you will be refunded the Price.

#### 4 INFORMATION WE GIVE YOU

- (a) By law, the *Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013* say that a seller must give you certain key information before a legally binding contract between you and the seller is made. This information is set out at the start of these terms. If you cannot access this information for any reason, you are welcome to contact us using the functionality on the website, or at the contact email address above, and we will provide you with a copy of this information.
- (b) The key information we give you by law forms part of this contract (as though it is set out in full here).
- (c) If we have to change any key information once a legally binding contract between you and us or a Provider is made, we can only do this if you agree to it.

#### 5 PAYMENT

- (a) **(Payment obligations)** Unless otherwise agreed in writing you must pay the Price for all Services including any applicable shipping or delivery costs specified in an Booking prior to the Provider providing those Services.
- (b) **(Third Party Payment Platform)** WellMatch processes payments through a Third Party Payment Platform as set out in clause 10(i). In addition to this agreement, your purchase of any Services via the Platform will be subject to the terms and the privacy policy of the Third Party Payment Platform that you choose to pay with via the Platform.
- (c) **(Release)** You agree to release WellMatch and its employees and agents in respect of all liability for loss, damage or injury which may be suffered by any person arising from any act or omission of the Third Party Payment Platform, including any issue with security or performance of the Third Party Payment Platform or any error or mistake in processing your payment.

#### 6 PROVIDERS

- (a) Our Platform allows Users to find and book Services from Providers. We rely on the information supplied by the Providers to:
  - (i) Determine whether they meet our requirements; and
  - (ii) When making any statements as to the Providers' qualifications, experience or registrations on our Platform.
- (b) Whilst we use our best endeavours to verify the accuracy of the Provider's Listings including any information and supporting certificates, documents about the Providers and their Services, on our Platform, we act solely as a marketplace platform for Providers to sell their Services and do not have control over the Providers' practices, or the information they supply or provide on the Platform.
- (c) You acknowledge and agree that:
  - (i) the Platform provides links and introductions to Providers owned and operated by third parties that are not under the control of WellMatch;
  - (ii) the provision by WellMatch of introductions to Providers does not imply any endorsement or recommendation by WellMatch of any Provider; and
  - (iii) any terms and conditions relating to a Listing or quote provided via the Platform constitute a contract between you and the Provider once agreed in accordance with clause 2 and do not involve WellMatch in any way, provided they are not inconsistent with these terms.

## 7 SERVICES

- (a) The *Consumer Rights Act 2015* gives you certain legal rights (also known as 'statutory rights'). The Services supplied to you must be as described, fit for purpose and of satisfactory quality.
- (b) The Providers are required to endeavour to ensure that the Services provided will be substantially the same as the Services described on the Platform, or as otherwise agreed with you in writing prior to you placing your Booking.
- (c) Providers are under a legal duty to supply you with Services that are in conformity with this contract (subject to your Booking being accepted and confirmed).

## 8 RATINGS AND REVIEWS

### 8.1 USER REVIEWS OF PROVIDERS

- (a) Users may rate a Listing (**Rating**) and/or may provide feedback to Providers regarding the services Users received from them (**Review**).
- (b) Users' Ratings and Reviews can be viewed by any User and will remain viewable until the relevant Provider Account and/or Listing is removed or terminated.
- (c) Users must only provide true, fair and accurate information in their Reviews.
- (d) If we consider that a Review is untrue, unfair, inaccurate, offensive or inappropriate, we may delete the Review and/or ban the relevant User from posting further Reviews. We do not undertake to review each Review made by Users.
- (e) To the maximum extent permitted by law, we are not responsible for the content of any Reviews.
- (f) You may not publish Reviews of Providers to whom you have a personal or professional relationship (separately from the Platform).
- (g) You may only write a Review about a Provider if you have had a buying or service experience with that Provider, which means that:
  - (i) you have purchased a product or service from that Service Provider via the Platform; or
  - (ii) you have placed an order with the Provider via the Platform; or
  - (iii) you can otherwise document your use of the Provider's service, including via correspondence or other interaction with the Provider via the Platform,(collectively referred to as a **Service Experience**).
- (h) You may only write about your own Service Experience. You are not permitted to write a Review about somebody else's Service Experience, such as that of a family member or friend.
- (i) You may not write a Review about a Provider you have previously owned, currently own, or which an immediate family member currently owns, or if you are an executive or employee of that Provider, or work for the Provider. Similarly, you may not write a Review about a direct competitor to the Provider you own, are employed by or work for.
- (j) Your Service Experience must have occurred within the last 12 months when you submit a Review.
- (k) You are encouraged to be specific and factual in your Reviews. If you have been offered an incentive by a Provider to write a Review, you should include information about this in your Review. Incentives include the Provider offering you a gift, reward, discount or advantage for writing a Review about the Provider.

### 8.2 PROVIDER REVIEWS OF USERS

- (a) Providers may rate a User and/or may provide feedback to Users regarding the User's conduct during the Services (**User Rating**).

- (b) User Ratings can be viewed by any Provider and will remain viewable until the relevant User Account is removed or terminated.
- (c) We reserve the right to set minimum User Rating requirements (**Minimum User Rating**). In the event that your User Rating on the Platform falls below the Minimum User Rating, we reserve the right to suspend and/or terminate your Account.

## 9 CANCELLATIONS & RETURNS

### 9.1 CANCELLATION BY THE PROVIDER

- (a) WellMatch will have no liability or obligation to you if a Provider rejects or cancels a Booking at any time after you have placed your Booking.
- (b) If a Provider cancels an Booking in respect of their Services later than 12 hours prior to the booking time, then you will be refunded the Price paid in respect of the Services.

### 9.2 CANCELLATIONS BY YOU

- (a) You may cancel or make changes to your Booking via the Platform.
- (b) If you cancel or make changes to your Booking up to 12 hours prior to the start time as indicated on the Booking (**Cancellation Period**) we will refund you the Price paid for the Booking (including our Booking Fee).
- (c) If you cancel, reschedule or make changes to a Booking less than 12 hours prior to the start time as indicated on the Booking, you forfeit your right to any refund of the Price.

### 9.3 CONSUMER RIGHTS

- (a) Your legal rights under the *Consumer Rights Act 2015* (also known as 'statutory rights') are set out at the top of this agreement. They are a summary of some of your key rights. For more detailed information on your rights and what you should expect from us, please:
  - (i) contact us using the contact details on our site; or
  - (ii) visit the Citizens Advice website [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk) or call 0808 223 1133.
- (b) Nothing in these terms affects your legal rights under the *Consumer Rights Act 2015* (also known as 'statutory rights'). You may also have other rights under law.
- (c) If your Services are faulty, please contact us via the Platform.

## 10 LOCATION DATA

- (a) The App makes use of functionalities on your device that can pinpoint your location. We do this in order to connect you with Providers in your local area.
- (b) When you open the App for the first time, you will be asked whether the App can use your location and in what circumstances.
- (c) If you refused to authorise the location services the first time you opened the App, but change your mind later on, you can still update your choices at any time in the App settings. Conversely, you can also turn the location services off at any time, but please note that if you do choose to do so, you may not be able to use the App.
- (d) All location data is processed pursuant to our Privacy Policy (see above clause 21: 'Privacy and your personal information').

## 11 ELIGIBILITY

- (a) This Platform is not intended for unsupervised use by any person under the age of 18 years old or any person who has previously been suspended or prohibited from using the Platform. By using the Platform, you represent and warrant that you:
  - (i) have not been suspended or prohibited from using the Platform; and

- (ii) are either:
  - (A) over the age of 18 years and accessing the Platform for personal use; or
  - (B) accessing the Platform on behalf of someone under the age of 18 years old and consent to that person's use of the Platform.
- (b) Please do not access the Platform if you are under the age of 18 years old and do not have your parent or guardian's consent, or if you have previously been suspended or prohibited from using the Platform.
- (c) If you use the Platform on behalf of a company or organisation you warrant that you have the necessary authority from that company or organisation to do so. If you are signing up not as an individual but on behalf of your company, your employer, an organisation, government or other legal entity (**Represented Entity**), then "you" and "User" means the Represented Entity and you are binding the Represented Entity to this agreement. If you are accepting this agreement and using our Platform on behalf of a Represented Entity, you represent and warrant that you are authorised to do so.

## 12 YOUR OBLIGATIONS

As a User, you agree:

- (a) not to intimidate, harass, impersonate, stalk, threaten, bully or endanger any other User or Provider or distribute unsolicited commercial content, junk mail, spam, bulk content or harassment;
- (b) to not share your Account with any other person and that any use of your Account by any other person is strictly prohibited. You must immediately notify WellMatch of any unauthorised use of your Account, password or email, or any other breach or potential breach of the Platform's security;
- (c) to not use the Platform for any purpose other than for the purpose of making arrangements to receive Services, including:
  - (i) you must not use the Platform in a manner that is illegal or fraudulent or facilitates illegal or fraudulent activity (including requesting or accepting a job or a sale which includes illegal goods, activities or purposes); and
  - (ii) you must not use the Platform in connection with any commercial or money making or other promotional or marketing endeavours except those that are endorsed herein, or as approved in writing by WellMatch;
- (d) not to act in any way that may harm the reputation of WellMatch or associated or interested parties or do anything at all contrary to the interests of WellMatch or the Platform;
- (e) you must not make any automated use of the Platform and you must not copy, reproduce, translate, adapt, vary or modify the Platform without the express written consent of WellMatch;
- (f) that WellMatch may change any features of the Platform or Services offered through the Platform at any time without notice to you;
- (g) that information given to you through the Platform, by WellMatch or another User including a Provider, is general in nature and we take no responsibility for anything caused by any actions you take in reliance on that information;
- (h) that WellMatch may cancel your account at any time, including if it considers, in its absolute discretion, that you are in breach or are likely to breach this clause 10; and
- (i) that you will be required to use a Third Party Payment Platform in making or receiving any payments via the Platform (**Third Party Payment Platform**), you warrant that you have read, understood and agree to be bound by the relevant Third Party Payment Platform's terms of use, being:
  - (i) at present Stripe, and Stripe's terms are available at <https://stripe.com/gb/legal>; and

- (ii) the terms of use of other third party payment portals or other payment methods from time to time, that will be available on other payment portal websites.

## 13 POSTED MATERIALS

### 13.1 WARRANTIES

By providing or posting any information, materials or other content on the Platform (**Posted Material**), you represent and warrant that:

- (a) you are authorised to provide the Posted Material (including by being authorised to provide any goods and services that you represent you provide);
- (b) the Posted Material is accurate and true at the time it is provided;
- (c) any Posted Material which is in the form of a review or feedback is honest, accurate and presents a fair view of the relevant person and/or your experience;
- (d) the Posted Material is free from any harmful, discriminatory, defamatory or maliciously false implications and does not contain any offensive or explicit material;
- (e) the Posted Material does not infringe any Intellectual Property Rights, including copyright, trademarks, business names, patents, confidential information or any other similar proprietary rights, whether registered or unregistered, anywhere in the world;
- (f) the Posted Material does not contain any viruses or other harmful code, or otherwise compromise the security or integrity of the Platform or any network or system; and
- (g) the Posted Material does not breach or infringe any applicable laws.

### 13.2 LICENCE

- (a) You grant to WellMatch a perpetual, irrevocable, transferable, worldwide and royalty-free licence (including the right to sublicense) to use, copy, modify, reproduce and adapt any Intellectual Property Rights in any Posted Material in order for WellMatch to use, such Posted Material.
- (b) If it is determined that you retain moral rights (including rights of attribution or integrity) in any Posted Material, you forever release WellMatch from any and all claims that you could assert against WellMatch by virtue of any such moral rights.
- (c) You indemnify WellMatch against all damages, losses, costs and expenses incurred by WellMatch arising out of any third party claim that your Posted Material infringes any third party's Intellectual Property Rights.

### 13.3 REMOVAL

- (a) WellMatch acts as a passive conduit for the online distribution of Posted Material and has no obligation to screen Posted Material in advance of it being posted. However, WellMatch may, in its absolute discretion, review and remove any Posted Material (including links to you, your profile or listings you have posted on the Platform) at any time without giving any explanation or justification for removing the Posted Material.
- (b) You agree that you are responsible for keeping and maintaining records of Posted Material.

## 14 SERVICE LIMITATIONS

The Platform is made available to you strictly on an 'as is' basis. Without limitation, you acknowledge and agree that WellMatch cannot and does not represent, warrant or guarantee that:

- (a) the Platform will be free from errors or defects;
- (b) the Platform will be accessible at all times;
- (c) messages sent through the Platform will be delivered promptly, or delivered at all;
- (d) information you receive or supply through the Platform will be secure or confidential; or



- (e) any information provided through the Platform is accurate or true.

## 15 INTELLECTUAL PROPERTY

- (a) WellMatch retains ownership of all materials developed or provided (or both, as the case may be) in connection with the Platform (including text, graphics, logos, design, icons, images, sound and video recordings, pricing, downloads and software) (**Platform Content**) and reserves all rights in any Intellectual Property Rights owned or licensed by it not expressly granted to you.
- (b) You may make a temporary electronic copy of all or part of the Platform Content for the sole purpose of viewing it. You must not otherwise reproduce, transmit, adapt, distribute, sell, modify or publish the Platform Content without prior written consent from WellMatch or as permitted by law.
- (c) In this clause 13, “**Intellectual Property Rights**” means all copyright, trade mark, design, patent, semiconductor and circuit layout rights, trade, business, company and domain names, confidential and other proprietary rights, and any other rights to registration of such rights whether created before or after the date of this agreement worldwide.

## 16 THIRD PARTY CONTENT

The Platform may contain text, images, data and other content provided by a third party and displayed on the Platform (**Third Party Content**). WellMatch accepts no responsibility for Third Party Content and makes no representation, warranty or guarantee about the quality, suitability, accuracy, reliability, currency or completeness of Third Party Content.

## 17 THIRD PARTY TERMS

- (a) Any service that requires WellMatch to acquire goods and services supplied by a third party on behalf of the User (including a third party payment service, like the Third Party Payment Platform may be subject to the terms and conditions of that third party (**Third Party Terms**), including ‘no refund’ policies.
- (b) Providers will have their own terms in respect of the Services they sell on our Platform (**Provider Terms**), which will apply in addition to the terms of this agreement (to the extent they are not inconsistent with this agreement) and you should read the Provider Terms before you place an Booking for Services from that Provider.
- (c) Users agree to familiarise themselves with any Third Party Terms applicable to any such goods and services and, by instructing WellMatch to acquire the goods or services on the User’s behalf, the User will be taken to have agreed to such Third Party Terms.

## 18 SECURITY

WellMatch does not accept responsibility for loss or damage to computer systems, mobile phones or other electronic devices arising in connection with your use of the Platform. You should take your own precautions to ensure that the process you employ to access the Platform does not expose you to the risk of viruses, malicious computer code or other forms of interference.

## 19 DISCLAIMER & LIABILITY

- (a) (**Introduction service**) WellMatch is a medium that facilitates the introduction of Users and Providers for the purposes of buying and selling Services. WellMatch simply collects a service fee in consideration for providing this introduction service and does not have any obligations or liabilities to, and is not a party to any contract between, Users and Providers in relation to such Services or otherwise resulting from the introduction other than where WellMatch is a Provider of the Services.
- (b) (**Limitation of liability**) To the maximum extent permitted by applicable law, WellMatch excludes completely all liability to any person for loss or damage of any kind, however arising whether in contract, tort (including negligence), statute, equity, indemnity or otherwise, arising from or relating in any way to the Platform or its use or any services provided by any Provider. This includes the transmission of any computer virus.

- (c) **(Indemnity)** You agree to indemnify WellMatch and its employees and agents in respect of all liability for loss, damage or injury which may be suffered by any person arising from you or your representatives':
  - (i) breach of any term of this agreement;
  - (ii) use of the Platform; or
  - (iii) your provision or receipt of Services from another User.
- (d) **(Consequential loss)** To the maximum extent permitted by law, under no circumstances will WellMatch be liable for any incidental, special or consequential loss or damages, or damages for loss of data, business or business opportunity, goodwill, anticipated savings, profits or revenue arising under or in connection with the Platform, this agreement or their subject matter, or any services provided by any Provider (except to the extent this liability cannot be excluded at law.
- (e) To the extent that the provisions of any applicable law shall impose restrictions on the extent to which liability can be excluded under agreement including, for the avoidance of doubt, the provisions of sections 3, 6 and 11 of the *Unfair Contract Terms Act 1977* in the UK (and its equivalent in any other jurisdiction) relating to the requirement of reasonableness, the exclusions set out in this clause shall be limited in accordance with such restrictions. However, any exclusions of liability that are not affected by such restrictions shall remain in full force and effect.

## 20 CONFIDENTIALITY

You agree that:

- (a) no information owned by WellMatch, including system operations, documents, marketing strategies, staff information and client information, may be disclosed or made available to any third parties; and
- (b) all communications involving the details of other users on this Platform and of the Provider are confidential, and must be kept as such by you and must not be distributed nor disclosed to any third party.

## 21 PRIVACY

You agree to be bound by the clauses outlined in WellMatch's Privacy Policy, which can be accessed here <[wellmatch.co.uk/policies/privacy-policy](http://wellmatch.co.uk/policies/privacy-policy)>.

## 22 TERMINATION

- (a) WellMatch reserves the right to terminate a User's access to any or all of the Platform at any time without notice, for any reason.
- (b) Users may terminate their Account on the Platform at any time by using the Platform's functionality where such functionality is available. Where such functionality is not available, WellMatch will effect such termination within a reasonable time after receiving written notice from the User.
- (c) Notwithstanding termination or expiry of your Account or this agreement, the provisions of clause 17 and any other provision which by its nature would reasonably be expected to be complied with after termination or expiry, will continue to apply.

## 23 RECORD / AUDIT

To the extent permitted by law, WellMatch reserves the right to keep all records of any and all transactions and communications made through this Platform between you and other Users (including conversations, user posts, job request bids, comments, feedback, cookies, and I.P. address information) for administration purposes and also holds the right to produce these records in the event of any legal dispute involving WellMatch.

## 24 **LINKED BUSINESSES**

You acknowledge and agree that:

- (a) the Platform provides links and introductions to Providers owned and operated by third parties that are not under the control of WellMatch;
- (b) the provision by WellMatch of introductions to Providers does not imply any endorsement or recommendation by WellMatch of any Provider; and
- (c) WellMatch does not examine, determine or warrant the certification and/or licensing, competence, solvency or information of any Provider who uses or is listed on the Platform.

## 25 **COMMUNICATION OUTSIDE THE WEBSITE**

- (a) You must not communicate with a Provider, or request or entice a Provider to communicate with you, outside the Platform (except in the course of accepting the Provider's Services under this agreement).
- (b) WellMatch, in its absolute discretion, may cancel your Account and suspend you from using the Platform if it finds or suspects that you have breached or are in breach of this clause 23.

## 26 **NOTICES**

A notice or other communication to a party under this agreement must be:

- (a) in writing and in English; and
- (b) delivered via email to the other party, to the email address specified in this agreement, or if no email address is specified in this agreement, then the email address most regularly used by the parties to correspond for the purposes of the subject matter of this agreement as at the date of this agreement (**Email Address**). The parties may update their Email Address by notice to the other party.
- (c) Unless the party sending the notice knows or reasonably ought to suspect that an email was not delivered to the other party's Email Address, notice will be taken to be given:
  - (i) 24 hours after the email was sent, unless that falls on a Saturday, Sunday or a public holiday in the state or territory whose laws govern this agreement, in which case the notice will be taken to be given on the next occurring business day in that state or territory; or
  - (ii) when replied to by the other party,whichever is earlier.

## 27 **VAT**

Unless otherwise indicated, amounts stated in on the Platform do not include VAT. In relation to any VAT payable for a taxable supply by a Provider or WellMatch, you must pay the VAT subject to receiving a tax invoice.

## 28 **GENERAL**

### 28.1 **GOVERNING LAW AND JURISDICTION**

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

28.2 WAIVER

No party to this agreement may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

28.3 THIRD PARTY RIGHTS

This agreement does not give rise to any rights under the *Contracts (Rights of Third Parties) Act 1999* to enforce any term of this agreement.

28.4 SEVERANCE

Any term of this agreement which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity and enforceability of the remainder of this agreement is not limited or otherwise affected.

28.5 JOINT AND SEVERAL LIABILITY

An obligation or a liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally.

28.6 ASSIGNMENT

A party cannot assign, novate or otherwise transfer any of its rights or obligations under this agreement without the prior written consent of the other party.

28.7 COSTS

Except as otherwise provided in this agreement, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing this agreement.

28.8 ENTIRE AGREEMENT

This agreement embodies the entire agreement between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of this agreement.

28.9 INTERPRETATION

- (a) **(singular and plural)** words in the singular includes the plural (and vice versa);
- (b) **(gender)** words indicating a gender includes the corresponding words of any other gender;
- (c) **(defined terms)** if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (d) **(person)** a reference to "person" or "you" includes an individual, the estate of an individual, a corporation, an authority, an association, consortium or joint venture (whether incorporated or unincorporated), a partnership, a trust and any other entity;
- (e) **(party)** a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (f) **(this agreement)** a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure is a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure to or of this agreement, and a reference to this agreement includes all schedules, exhibits, attachments and annexures to it;
- (g) **(document)** a reference to a document (including this agreement) is to that document as varied, novated, ratified or replaced from time to time;
- (h) **(headings)** headings and words in bold type are for convenience only and do not affect interpretation;
- (i) **(includes)** the word "includes" and similar words in any form is not a word of limitation;

- (j) **(adverse interpretation)** no provision of this agreement will be interpreted adversely to a party because that party was responsible for the preparation of this agreement or that provision; and
- (k) **(currency)** a reference to £ or GBP is to pound sterling currency unless otherwise agreed in writing.