

# **WORKER FEEDBACK CLUB**

## **USER TERMS AND CONDITIONS**

**Last updated:** May 2022

### **1. INTRODUCTION**

- 1.1 Subtap Limited ("**Worker Feedback Club**", "**we**", "**us**", and "**our**") is a company incorporated in the United Kingdom with company number 10912570 and registered address at 2 Western Street, Barnsley, South Yorkshire, S70 2BP.
- 1.2 Worker Feedback Club allows employees, contractors and other personnel of its customers, and of its customers' subcontractors, who are involved in construction projects ("**Users**", "**you**", "**your**"), to access the:
  - (a) "Worker Feedback Club" application, which facilitates workforce engagement on construction projects ("**Worker Feedback Club Platform**"); and
  - (b) services which relate to the Worker Feedback Club Platform,

(together, the "**Services**"). Please note that our Services continue to grow and change. Please refer to the Worker Feedback Club Platform for further information about the Services we provide.
- 1.3 These User Terms and Conditions ("**Agreement**") constitute the agreement between you and Worker Feedback Club with regards to your use of the Services, regardless of the manner in which you access or use the Services. Please read the terms of this Agreement carefully.
- 1.4 Each time you access and/or use the Services, you agree to be bound by and to comply with this Agreement. Do not use the Services if you do not agree to all of the terms of this Agreement.
- 1.5 We process information about you in accordance with our Privacy Policy. For further information concerning how your personal data is processed in relation to the Services, please refer to our Privacy Policy.

### **2. SERVICES**

- 2.1 **Our Platform.** The Worker Feedback Club Platform contains a number of functionalities which (among other things) enable Users (and in some cases only certain Users within a given construction project) to:
  - (a) champion the great work and behaviours of other Users, and benchmark great work and behaviours of Users in recognition-based posts and via a leaderboard;
  - (b) provide feedback via worker surveys, receive rapid alerts, communicate with other Users and report issues relating to their construction project to site management; and
  - (c) access dashboards which provide information, statistics and updates on their construction project and their supply chain performance.
- 2.2 **Limitations of the Services.**

- (a) Through the Worker Feedback Club Platform, Users may submit certain information, including their name, role, company, location and messages relating to the given construction project that they are involved in. Any information made available on the Worker Feedback Club Platform or through the Services, but not directly by Worker Feedback Club, is the information of the relevant User, and such User is solely responsible for such information. Worker Feedback Club does not:
- i. guarantee or verify the accuracy, completeness, or usefulness of any information on the Worker Feedback Club Platform or available through the Services or any other venue; or
  - ii. adopt, endorse or accept responsibility for the accuracy or reliability of any opinion, advice, or statement made by any party that appears on the Worker Feedback Club Platform or through the Services or any other venue. Under no circumstances will Worker Feedback Club (or any of its officers, directors, investors, subsidiaries, agents, assignees, representatives, advertisers, marketing partners, licensors, independent contractors, recruiters, corporate partners, resellers, or employees, hereinafter "**Affiliates**") be responsible for any loss or damage resulting from your reliance on information or other content posted on the Worker Feedback Club Platform or transmitted to or by any User on the Worker Feedback Club Platform or through the Services or any other venue.
- (b) Worker Feedback Club is not responsible for the conduct, whether online or offline, of any User of the Worker Feedback Club Platform or the Services. Regardless of any other provision of this Agreement, Worker Feedback Club does not make any warranty or representation regarding the integrity, responsibility or actions of any User, whether in public, private or offline interactions, and expressly disclaims any liability that may result from such actions.

### **3. YOUR ACCOUNT**

- 3.1 **Creating your Account.** To create an account, Users must provide their name, email address, role, company and create a unique password, which they will then use to log in to the Worker Feedback Club Platform ("**Account Log-in Details**"). When creating an Account, each User agrees to:
- (a) provide true, accurate, current and complete information as requested (together with Account Log-in Details, the "**Account Information**"); and
  - (b) promptly maintain and update such Account Information (as applicable) to keep it true, accurate, current and complete at all times.
- 3.2 If the Account Information you provided is untrue, inaccurate, misleading or outdated, we have the right to suspend or terminate your access to the Services with or without notice.
- 3.3 **You shall be solely responsible for your Account.**
- (a) You, as the creator of your Account and Account Information, are solely responsible for your Account and Account Information. You are not permitted to upload offensive or obscene information to the Worker Feedback Club Platform, or use your Account in an inappropriate or improper manner, as determined by us in our sole discretion. If an Account

violates any part of this Agreement, we may immediately, temporarily, or permanently ban such an Account, change the Account Information associated with such Account, or suspend or terminate your access to the Services, with or without notice.

- (b) Please note that you are responsible for maintaining the confidentiality and security of your Account and Account Log-in Details at all times, and you agree to notify us if your Account Log-in Details are lost, stolen, or disclosed to an unauthorised third party, or otherwise may have been compromised. To the maximum extent permitted by applicable law, you will be deemed as the person who uses the Account, and any acts made by the Account will be deemed as your acts. You are solely responsible for all activities and transactions that occur under your Account no matter who actually uses the Account, and we are not responsible for any misuse or use of your Account, including without limitation in the event that your Account Log-in Details are stolen or revealed to a third party and/or used for transactions. You agree to immediately notify us of any misuse of your Account or any other breach of security in relation to your use of the Worker Feedback Club Platform that is known to you. You agree to accept all risks of misuse of and unauthorised access to your Account and to hold us and our affiliates harmless from and against any misuse of your Account or your Account Information, including, but not limited to, improper or unauthorised use by someone to whom you revealed your Account Log-in Details.

- 3.4 **Retrieving your Account.** If you request to retrieve your Account when your access to the Worker Feedback Club Platform is denied due to the loss of Account Information or Account Log-in Details, you are required to provide certain information according to the account retrieval process which we in our sole discretion implement on the Worker Feedback Club Platform, and to ensure that all such information is legitimate, truthful and valid. Your Account may not be retrieved if the information or documentation provided by you fails our security verification, and you are solely liable for any and all risks and losses arising therefrom.

#### **4. YOUR USE OF THE SERVICES**

- 4.1 **User-Generated Content.** We may, in our discretion, provide a user-generated content functionality through which you can create, upload, publish, submit, provide or otherwise make available and/or transmit content onto the Worker Feedback Club Platform (including messages, pictures, reactions to content uploaded to the Worker Feedback Club Platform or other content) ("**User-Generated Content**"). By contributing or making available any User-Generated Content on the Worker Feedback Club Platform, you are granting us a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, sub-licensable permission, right and licence for us to use, copy, adapt, edit, translate, make available, transmit and otherwise communicate, display and publish such User-Generated Content (or any part of it) on the Service and any parts of it, and also to store your contributions on our servers, for the purposes of providing the Services and also for the purposes of reasonably marketing, promoting, publicising and operating the Services and the content within the Worker Feedback Club Platform. Regarding User-Generated Content:

- (a) you are responsible for all User-Generated Content you submit to us and share with others;
- (b) you warrant and represent that:

- i. you own all necessary rights (including without limitation any and all intellectual property rights) to grant us the rights pursuant to Clause 4.1 and that the content is your original work;
  - ii. your User-Generated Content does not infringe the rights of any third party (including without limitation their intellectual property or privacy rights) and does not defame a third party; and
  - iii. you have obtained any and all necessary consents from any third party individuals and organisations featured in your User-Generated Content.
- (c) we do not actively pre-moderate User-Generated Content, however if you have any concerns about particular content you have seen, please get in touch with us and let us know by email to: support@workerfeedbackclub.com; and
- (d) without prejudice to the foregoing, we reserve the right to remove, moderate or delete User-Generated Content at our discretion (such as, without limitation, where we find it to be in breach of this Agreement or the spirit of it, or in breach of any community guidelines we may make available from time to time, or the spirit of them).

4.2 **Access to and use of the Worker Feedback Club Platform.** You are responsible for making all arrangements necessary for you to have access to, and enjoy, the Worker Feedback Club Platform (including configuring your information technology, computer program and platform to access the Worker Feedback Club Platform and using your own virus protection software). You are also responsible for ensuring that all persons who access the Worker Feedback Club Platform through your internet connection or your Account are aware of this Agreement, and that they comply with this Agreement. You are responsible for providing accurate, current and complete information whenever accessing or uploading information to the Worker Feedback Club Platform and your Account.

4.3 **Licence grant to User.** Subject to your compliance with this Agreement, Worker Feedback Club hereby grants to you a worldwide, revocable (in the circumstances set out in this Agreement), royalty-free, non-assignable, non-sub-licensable, non-transferrable, and non-exclusive licence to use the Worker Feedback Club Platform (the "**Worker Feedback Club Platform Licence**"). The Worker Feedback Club Platform Licence is granted to you for the sole purpose of enabling you to use and enjoy the Services in accordance with this Agreement. As set forth below, the Worker Feedback Club Platform Licence does not provide you with title to or ownership of the Worker Feedback Club Platform (or any component thereof or rights therein), but only a limited licence to use the Worker Feedback Club Platform in accordance with this Agreement and subject to the use restrictions described herein.

4.4 **Licence grant by User.** You have the right, and hereby grant to Worker Feedback Club, its Affiliates, licensees and successors, an irrevocable, perpetual, non-exclusive, fully paid, worldwide licence to use, copy, perform, display, reproduce, adapt, modify and distribute any User-Generated Content uploaded by you to the Worker Feedback Club Platform and to prepare derivative works of, or incorporate into other works, such User-Generated Content, and to grant and authorise sublicenses of the foregoing.

4.5 **Acceptable use restrictions.** Your use of the Services is subject to this Agreement and applicable laws and regulations. You shall not:

- (a) use the Services if you are not fully able and legally competent to agree to this Agreement;
- (b) use the Services unless in compliance with applicable laws and this Agreement;
- (c) hack (or attempt to hack), modify, translate, adapt, disassemble, decompile, reverse engineer, or create any derivative works based on the Worker Feedback Club Platform (or any portion thereof), including any files, documentation or tables or determine or attempt to determine any source code, methods, techniques or algorithms embodied in the Worker Feedback Club Platform or any derivative works thereof;
- (d) modify, adapt, import, copy, make derivative works of, distribute, transmit, publicly display, sublicense, sell, assign, lease, lend, rent, offer for sale or otherwise commercially exploit the Worker Feedback Club Platform or any content made available on or from the Services;
- (e) remove, disable, modify, add to or tamper with any program code or data, copyright, trade mark or other proprietary notices and legends contained on or in the Worker Feedback Club Platform;
- (f) infringe our intellectual property rights or those of any third party in relation to your use of the Services or create software which mimics any data or functionality in the Worker Feedback Club Platform;
- (g) make the Worker Feedback Club Platform or any part of it available to any third party (aside from fairly and honestly providing links to the Worker Feedback Club Platform or showing it to other people) or otherwise display, publish, copy, print, post or otherwise use the Worker Feedback Club Platform and the information contained therein for the benefit of any third party or website;
- (h) in any way conduct yourself in a manner which is unlawful, gives rise to civil or criminal liability or might call us or the Worker Feedback Club Platform into disrepute, or otherwise use the Services or any part of it unfairly or for any illegal or immoral purpose;
- (i) market, lease or rent the Worker Feedback Club Platform (or any part thereof) for a fee or charge, or use the Services to advertise or perform any commercial solicitation;
- (j) interfere with or attempt to interfere with the proper functioning of the Worker Feedback Club Platform (or any part thereof), disrupt any networks connected to the Worker Feedback Club Platform (or any part thereof), or bypass any measures we use or may use to prevent or restrict access to the Worker Feedback Club Platform (or any part thereof);
- (k) use automated scripts to collect information from or interact with the Worker Feedback Club Platform (or any part thereof) in any way;
- (l) impersonate any person or entity, or falsely state or otherwise misrepresent you or your affiliation with any person or entity, including giving the impression that any content you upload, post, transmit, distribute or otherwise make available emanates from us or the Worker Feedback Club Platform;

- (m) use the Services in a manner that may create a conflict of interest or undermine the purposes of the Services;
- (n) collect or harvest any information or data from the Worker Feedback Club Platform or our systems or attempt to decipher any transmissions to or from the servers; or
- (o) use the Worker Feedback Club Platform (or any part thereof) to upload, transmit, distribute, store or otherwise make available in any way:
  - i. files that contain viruses or other material that is malicious or harmful;
  - ii. defamatory, obscene, offensive, hateful or inflammatory material;
  - iii. any content that would constitute or encourage a criminal offence; or
  - iv. content that, in the sole judgment of Worker Feedback Club, is objectionable or which restricts or inhibits any other person from using the Worker Feedback Club Platform, or which may expose us or our Users to any harm or liability of any type.

4.6 You understand, acknowledge, and agree that any violation of the foregoing provisions may in our sole discretion and judgment lead us to terminate our business relationship with you and/or may subject you to criminal liability and/or liability for damages, costs, expenses, or fees (including attorney's fees) incurred by Worker Feedback Club in enforcing its rights against you under this Agreement.

## 5. LINKING

5.1 **Linking to third party sites.** The Worker Feedback Club Platform may provide links to other websites operated by third parties who are not related to, affiliated with or endorsed by Worker Feedback Club ("**Third Party Websites**"). These links are provided for your information only, and the Third Party Websites are not governed by this Agreement but by other agreements or policies that may differ from this Agreement. In visiting the Third Party Websites, you do so at your own risk and you assume all responsibility in that regard. We make no representations or warranties regarding the Third Party Websites, and do not endorse the Third Party Websites or any content in those Third Party Websites. We encourage you to review the terms of use of each Third Party Website before using them.

5.2 **Linking to the Worker Feedback Club Platform.** You may link to the Worker Feedback Club Platform, provided you do so in a way that is fair and legal, is non-deceptive and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link to the Worker Feedback Club Platform in any website that is not owned by you. The Worker Feedback Club Platform must not be framed on any other website, nor may you create a link to any part of the Worker Feedback Club Platform other than the home page. We reserve the right to withdraw linking permission without notice.

## 6. TERMINATION AND SUSPENSION

6.1 If you wish to terminate your access to the Services, you can terminate it at any time by emailing [support@workerfeedbackclub.com](mailto:support@workerfeedbackclub.com) to request this. When you

terminate your access to the Services, this will take effect within two (2) business days of emailing the above email address.

6.2 Worker Feedback Club reserves the right, in its sole discretion, to do any of the following, for any reason or no reason and with or without notice:

- (a) terminate or suspend your Account and/or your access to the Services;
- (b) modify, adapt or update any service or content provided on the Worker Feedback Club Platform;
- (c) close the Worker Feedback Club Platform indefinitely; or
- (d) remove any content posted by or about you from the Worker Feedback Club Platform.

6.3 Following termination of your access to the Services:

- (a) you shall no longer be permitted to access the Services; and
- (b) all licences provided under this Agreement shall terminate.

**6.4** If your Account is suspected to be involved in illegal or improper activities (such as being hacked), you shall cooperate with (e.g. answer the questions truthfully) the relevant personnel designated by us to solve the issue. You further acknowledge and agree that, if we determine that your Account is involved in any improper or illegal acts, we have the right to suspend or terminate your access to the Services and take remedial measures. You also acknowledge and agree that we are not obligated to provide you with evidence relating to the suspected improper or illegal acts of your Account.

## **7. INTELLECTUAL PROPERTY RIGHTS**

7.1 You acknowledge and agree that all copyright, trademarks and other intellectual property rights in the Worker Feedback Club Platform's content, software and all HTML and other code contained in the Worker Feedback Club Platform shall remain at all times vested in Worker Feedback Club and/or its licensors and is protected by copyright and intellectual property and other laws. All intellectual property rights are reserved.

7.2 The Worker Feedback Club Platform and its contents, and any other materials, content and information provided by Worker Feedback Club pursuant to providing the Services, are (unless otherwise expressly stated) copyright-protected material and the copyright is owned by Worker Feedback Club unless stated otherwise. Without limiting the foregoing, copying the above listed materials to any other server or location for publication, reproduction or distribution is expressly prohibited. Generally speaking, trademarks appearing on the Worker Feedback Club Platform are either owned by Worker Feedback Club or Worker Feedback Club has obtained limited permission from the trademark owner to use the trademark on the Worker Feedback Club Platform. Any other third party trademarks remain the property of their respective owners. "Worker Feedback Club" is a registered trademark of Worker Feedback Club. You are not permitted to use this registered trademark without our approval.

7.3 If you wish to obtain permission to make use of any of the copyrights, trademarks or other rights or material that may be displayed on the Worker Feedback Club Platform from time to time, please contact us at [hello@workerfeedbackclub.com](mailto:hello@workerfeedbackclub.com). Worker Feedback Club shall not be responsible for seeking any additional

authorisation required for third party use of any trademark not owned by or licensed to Worker Feedback Club for such use.

- 7.4 Your unauthorised use of intellectual property rights owned by Worker Feedback Club or its licensors may violate copyright, trademark, privacy, publicity, communications, and other laws which may result in personal liability for you, as well as potential criminal liability.

## **8. RELEASE OF LIABILITY FOR USER CONDUCT AND DISPUTES**

- 8.1 Any issues concerning the conduct of a User; including must be resolved directly by the relevant Users. Worker Feedback Club will not be held responsible and expressly disclaims any liability whatsoever for any claims, demands or damages direct or indirect of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such issues. By using the Services, you do hereby represent, understand, and expressly agree to be responsible for and hold Worker Feedback Club harmless for any claim or controversy that may arise from any disputes between you and any other User(s) in relation to the Services.

- 8.2 Worker Feedback Club will use its reasonable efforts to monitor usage of the Worker Feedback Club Platform by Users and suspend privileges to any User not adhering to this Agreement. You agree to take reasonable precautions in all interactions with other Users of the Worker Feedback Club Platform or the Services, particularly if you meet offline or in person. By using the Worker Feedback Club Platform or the Services, you do hereby agree to report any alleged improprieties of any Users therein to Worker Feedback Club immediately by notifying Worker Feedback Club of the same via electronic correspondence at [hello@workerfeedbackclub.com](mailto:hello@workerfeedbackclub.com).

## **9. LIMITATION OF LIABILITY**

- 9.1 You accept that the Worker Feedback Club Platform is offered on an "as-is" and "as available" basis. To the fullest extent permitted under applicable law, Worker Feedback Club and its Affiliates disclaim all warranties, express or implied (whether by statute, common law or the law of equity), including without limitation implied warranties of merchantability, fitness for a particular purpose, performance or suitability for your intended use, title and non-infringement as to the Worker Feedback Club Platform, including all information, content and materials contained therein. Worker Feedback Club takes every reasonable precaution and care in relation to the Worker Feedback Club Platform but we do not warrant that the provision of the Worker Feedback Club Platform or material displayed on it will meet your requirements, be uninterrupted, timely, secure or error-free, that defects will be corrected or that this Worker Feedback Club Platform is free of software viruses or bugs or other defects. To the maximum extent permitted by law, and subject to Section 9.3, Worker Feedback Club disclaims any liability for any perceived false, misleading, incomplete, inaccurate, or otherwise defective content or misstatements or misrepresentations made by any Users of the Worker Feedback Club Platform or any other venue. You hereby represent, understand and agree to hold Worker Feedback Club and its Affiliates harmless for any misstatements and/or misrepresentations made by or on behalf of you on this Worker Feedback Club Platform or in any other venue. Content is provided for informational purposes only, and Worker Feedback Club is not responsible for any reliance upon or use of the content by you or other Users, or by any third party, which is accessed at your own discretion and risk.

- 9.2 All Users hereby expressly agree not to hold Worker Feedback Club or its Affiliates liable for the actions or omissions of any User or for any information, instruction,



or advice which originated or services that were arranged through the Worker Feedback Club Platform. To the maximum extent permissible under applicable law, each User hereby irrevocably waives any right they may have to bring a claim against Worker Feedback Club and Worker Feedback Club and its Affiliates expressly disclaim any liability whatsoever for any damage, suits, claims, and/or disputes that have arisen or may arise, whether known or unknown, therefrom.

- 9.3 Subject to Section 9.1, we accept no liability for any loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of data, waste of management or office time (in each case whether direct or indirect) or for any indirect or consequential loss or damage of any kind however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable. To the extent permitted by applicable law, our total aggregate liability to you for all and any damages, losses or causes of action arising, by reason of or in connection with your use of the Services (whether contractual, tortious or otherwise) shall be limited to £100.00 (one hundred pounds).
- 9.4 Nothing in this Agreement limits or excludes our liability: (i) for death or personal injury caused by our negligence; (ii) for fraud or fraudulent misrepresentation; or (iii) in any way that is not permitted under applicable law.
- 9.5 You agree that where a breach of this Agreement will cause irreparable injury to Worker Feedback Club for which monetary damages would not be an adequate remedy and Worker Feedback Club shall be entitled to equitable relief in addition to any remedies it may have hereunder or at law without a bond, other security or proof of damages.

## **10. COMPLAINTS**

- 10.1 If you wish to make a complaint about the Services or the conduct of another User, you may contact us at [hello@workerfeedbackclub.com](mailto:hello@workerfeedbackclub.com) ("**Complaint**").
- 10.2 Following receipt of a Complaint, Worker Feedback Club will use reasonable endeavours to promptly resolve such Complaint. In every such case, Worker Feedback Club's decision is final.

## **11. GOVERNING LAW AND JURISDICTION**

- 11.1 This Agreement, and any non-contractual obligations arising from it or in relation to it, shall be governed by and construed in accordance with the laws of England and Wales.
- 11.2 You and Worker Feedback Club agree that the courts of England will have exclusive jurisdiction in relation to any claims arising out of or in relation to this agreement.

## **12. GENERAL PROVISIONS**

- 12.1 **Updates.** We aim to update the Services regularly, and may change the content on the Worker Feedback Club Platform at any time. We do not promise to ensure that the Services remain available or that the information and materials on the Worker Feedback Club Platform are kept up to date.
- 12.2 **Variation.** Worker Feedback Club reserves the right to amend this Agreement at any time. Any changes we make to this Agreement will be posted on this page and where appropriate, notified to you by e-mail. We recommend that you review

this Agreement from time to time as any changes we make will be binding on you.

- 12.3 Severability.** If any provision in this Agreement is ruled invalid, unlawful, void or unenforceable by a court of competent jurisdiction, that provision will be removed from this Agreement without it affecting the rest of the Agreement and the remaining provisions of this Agreement will continue to be valid and enforceable.
- 12.4 No Waiver.** No failure or delay by you or Worker Feedback Club in exercising any rights or remedies under this Agreement will operate as a waiver of that or any other right or remedy.
- 12.5 No Partnership or Joint Venture.** This Agreement shall not be construed as creating a partnership, joint venture, franchise or agency relationship between you and Worker Feedback Club.
- 12.6 Entire Agreement.** This Agreement constitutes the whole legal agreement between you and Worker Feedback Club and governs your use of the Services and completely replaces any prior agreements between you and Worker Feedback Club in relation to the Services.
- 12.7 Third Parties.** This Agreement does not confer any rights on any person or party (other than the parties to this Agreement and (where applicable) their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 12.8 No Assignment.** You will not assign, transfer, charge, sub-contract or deal in any other manner with all or any of your rights or obligations under this Agreement, without the prior written consent of Worker Feedback Club.