

TERMS AND CONDITIONS FOR USE OF THE ORDERWORK SITE

Orderwork Limited ("**OrderWork**", "**we**", "**us**", "**our**") provides expertise in server & storage, networking, desktop, EPOS, and AV to resellers, managed service providers and distributors across the UK. We also provide a white-labeled B2C service to install PCs, wireless and home entertainment technology for some of the UK's leading retailers.

You may access the website at either orderwork.co.uk or my.orderwork.co.uk (the "**Site**") because you are:

- a supplier providing services to or on behalf of OrderWork ("**Supplier**");
- a customer receiving services from OrderWork or its third party contractors ("**Customer**");
or
- neither a Supplier or a Customer, and are accessing the Site for general purposes (a "**General User**").

These Terms and Conditions ("**Terms**") apply to your use of the Site.

By using the Site, you accept these Terms and agree to be bound by them. If you do not agree to these Terms, please do not use the Site. In these Terms, "you" and "your" refer to you in your individual capacity and to the organisation (if any) which employs or engages you, which organisation you also commit to comply with these Terms of Use. You represent that you have the authority to bind that organisation.

We may revise these Terms at any time by amending this page, and will notify you of any such amendments. By continuing to use the Site, you accept any changes and agree to be bound by them. You should print a copy of these Terms for your future reference.

1. **The Site**

We may modify the Site at any time for various reasons including to deal with changes to our services, changes in law, improvements, developments or any other reason which we may deem valid at any time. Material changes to the Site will be notified to you from time to time.

The Site is designed to be used within the United Kingdom only. Use of the Site for any activity outside of the United Kingdom is prohibited.

2. **Who we are**

The Site is operated by **ORDERWORK LIMITED**, a company incorporated in the UK under registered number 05662167 whose registered office is at Studio 2D, 1st Floor, 114 Power Road, London W4 5PY.

3. Content and access

3.1 The content and services available to you on the Site depend on the organisation by which you are engaged, and the particular access rights granted to you. The table below sets out the various access rights for particular organisations and user types ("User Access Rights"):

Customer Access Types	User	Description
User		<p>Is able to</p> <ul style="list-style-type: none"> • view all the work orders available for the customer, including the template sign off sheets, template scopes of work, and other documents applicable for the customer; • edit their own user profile details, name, contact details; • view and print invoices; • book a work order subject to available capacity, or create and save a draft work order for future use; • view and search existing work orders & add notes to the work order; • use the 'Quick Notes' feature to pass and receive notes with the OrderWork Service Desk related to a specific work order.
Manager and Finance		<p>As for User. In addition, is able to:</p> <ul style="list-style-type: none"> • produce a report of work orders within a work order date range and export to excel, showing the status of the work order: <u>submitted</u> (entered onto the system by the customer but not assigned to a supplier engineer or consultant), <u>active</u> (assigned to and accepted by an OrderWork engineer or consultant), <u>completed</u> (Customer Sign Off or Weekly Time Sheet uploaded, and Job marked as completed by an OrderWork engineer or consultant), <u>closed</u> (Work Order and Completion Report checked by OrderWork, and the Job marked as closed), cancelled (either work orders that are cancelled with or without rescheduling); • complete a bulk export of all work orders from the customer account into a CSV or Excel file, showing the status of each work order; • view all customer ID profiles and contact details and add new customer ID profiles; • view all customer office locations and customer focused regions.
Administrator		<p>As for User and Manager/Finance. In addition, is able to:</p> <ul style="list-style-type: none"> • change customer company details (name, address, phone number); • add/edit/remove customer user ID profiles; • add/edit/remove customer office locations/ and customer focused regions.

There will be no more than one Administrator per customer or supplier account.

<u>Supplier</u>	<u>User</u>	<u>Description</u>
<u>Access Types</u>		
Engineer		This user type can be either granted a login access or prevented from having login access at the discretion of either the Manager or Administrator of the supplier account. Every Engineer user must have as a minimum an Engineer profile, with completed vetting and technical skills so that OrderWork can assign a work order to them.
User		<p>All users have a login to the OrderWork System to enable them to:</p> <ul style="list-style-type: none"> view system messages e.g. alerts that a Job has been matched to them; messages notifying them that a completed Work Order or Completion Report needs to be uploaded etc; edit their own profile details, name, contact details; set working days of the week and add holidays; view/print and search existing work orders for that supplier company & add quick notes & raise issues (NB: raising issues is optional, since these activities are expected by telephone e.g. change in scope on-site which may result in potential for additional charges; informing the OrderWork service desk about end user complaints; notifying the OrderWork that you may not be able to attend a work order on time – issues remain open until closed by the OrderWork Service Desk; complete work orders; accept new work orders and assign work orders to other users and engineers from the same supplier company; request payment of available funds to the supplier entity.
Manager		<p>As for User. In addition, is able to:</p> <ul style="list-style-type: none"> view all Users /add new Users and Engineer profiles for their supplier company profile; view all supplier company office locations; complete a bulk export of all work orders for that supplier company into a CSV or Excel file.
Administrator		<p>As for User/Manager. In addition, is able to:</p> <ul style="list-style-type: none"> change their supplier company details (name, address but not bank account); add/edit/remove Managers, Users, and Engineer profiles; add/edit/remove supplier company office locations.

3.2 You must access the Site in accordance with the User Access Rights set out above which are applicable to you.

3.3 You agree to receive all email and other electronic transmissions sent by OrderWork in connection with or relating to the Site or our Services. Where you are a Supplier or Customer, you also agree that OrderWork may notify you of available jobs or job updates by telephone, including automated message(s), using the telephone number(s) provided by you or the entity that engages you.

4. What you are allowed to do

- 4.1 You may retrieve and display content from (and, where applicable, upload content to) the Site on a computer, tablet or mobile device, print and copy individual pages and store such pages in electronic form, only for your own internal business purposes or the internal business purposes of the organisation by which you are engaged. If you do so, you must not remove any copyright, trademark or other intellectual property right notices from the original content.

5. What you are not allowed to do

- 5.1 You must not:

- (a) impersonate anyone else or otherwise misrepresent your identity or status;
- (b) collect and process others' personal data except where this is expressly permitted by these Terms or on the Site (in which case you must comply with any terms relating to such collection and processing that we specify);
- (c) use the Site in a way that might damage our name or reputation or that of any of our affiliates;
- (d) use the Site for any illegal activity or provide material which promotes or teaches illegal activity.

- 5.2 You must not copy or store electronically all or part of the Site or its contents (except as set out under "What you are allowed to do" above), or make available, distribute, sell or offer to sell all or any part of the Site, or download content and data from the Site to make or populate another database, website or other materials or resources for any purpose other than in accordance with the access rights specifically granted to you.

- 5.3 The Site contains robot exclusion headers. You agree that you will not use:

- (a) any device, software or routine to bypass the Site's robot exclusion headers, or to interfere or attempt to interfere with the proper working of the Site or any activities conducted on the Site; or
- (b) any robot, spider, other automatic device, or manual process to monitor or copy the Site or any content contained therein without our prior written consent.

6. Registration information and password

6.1 *General terms*

We restrict access to certain parts of the Site to particular user types (as set out in section 3 above). If we provide you with a user ID code and/or other password, you must keep the password secret and ensure that it is not used by others (unless you have been provided with Administrator access rights, in which case the specific terms in section 6.2 below will apply). Anything done by someone who has used your user ID and password we will assume to have been done by you and you will be responsible for it. If you think someone else may have access to or be using your User ID or password, it has been compromised, or if you become aware of any unauthorised use of your account, you must tell us as soon as possible by emailing recruitment@orderwork.co.uk.

You must keep your registration information up to date. This includes your email address and your contact information. Your registration as a user of the Site is personal to you and cannot be transferred.

6.2 *Administrator access rights*

If you have been provided with Administrator access rights, you are permitted to allow another individual within your organisation to use your user ID code and password in order for that person to take over the Administrator function for your organisation's account if you are absent or otherwise unable to perform this role for a period of time.

7. **Suspending and terminating your registration or subscription**

7.1 We may suspend, terminate or prevent your access or activity in relation to the Site at our sole discretion. This may be because, for example, we consider that you have breached or will breach these Terms; we are unable to verify or authenticate any information you provide to us, or we believe that your actions may result in any loss or liability for us or any third party.

7.2 Where we suspend, terminate or prevent your access, you must not attempt to re-access the Site (e.g. by using someone else's registration) without our permission. The period of any suspension depends on all the circumstances.

8. **Your Content**

8.1 *Definition*

"**Your Content**" means any information you provide to us or make available to other users of the Site. You are solely responsible for Your Content, and we act as a passive conduit for your online distribution and publication of Your Content.

8.2 *Restricted activities*

Your Content, any information you provide to other users and your activities on the Site must not:

- (a) be false, inaccurate or misleading;
- (b) be fraudulent or relate to the provision of services for which you are not qualified;
- (c) infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy;
- (d) be a violation of another person's privacy;
- (e) breach any obligation of confidentiality;
- (f) be in breach of English law or any other applicable law or regulation (including, but not limited to, those governing consumer protection, unfair competition, antidiscrimination or false advertising);
- (g) be defamatory, libelous, unlawfully threatening or unlawfully harassing;
- (h) prejudice any active legal proceedings of which you are aware;
- (i) contain any viruses, trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, detrimentally

interfere with, surreptitiously intercept or expropriate any system, data or personal information;

- (j) link directly or indirectly to or include descriptions of goods or services that are not related to OrderWork or otherwise prohibited under these Terms; or
- (k) be in breach of these Terms or our Privacy Policy.

8.3 *Licence*

To enable OrderWork to use Your Content, you grant us a non-exclusive, world-wide, perpetual, irrevocable, fully paid-up, sub-licensable (through multiple tiers) licence to exercise the copyright, trade mark, publicity, database rights or other proprietary rights you have in Your Content, in any media now known or not currently known. You also waive all moral rights you have in Your Content to the fullest extent permitted by law.

9. **Our content**

- 9.1 Our Site contains software, trademarks, graphics, information, data and other content ("**Our Content**").
- 9.2 Except where we say otherwise, and except where you upload material to the Site, we are the owner or licensee of all intellectual property rights in and to the Site and all Our Content. All such rights are reserved.
- 9.3 Except as expressly set out in these Terms, nothing in these Terms gives you any right in respect of any intellectual property owned by us or our licensors and you acknowledge that you do not acquire any ownership rights by accessing or using Our Content from the Site.
- 9.4 You agree that you will not copy, reproduce, alter, modify, create derivative works, or publicly display any content (except for Your Content) from the Site without the prior written consent of OrderWork or the appropriate third party.

10. **Your personal information**

To the extent you provide any personal information through the Site, we will use your personal information in accordance with our **Privacy Policy** <http://www.orderwork.co.uk/policies.php>, which forms part of these Terms.

11. **Cookies**

- 11.1 We obtain data and information by using cookies. A cookie is a piece of software that is placed on your computer's hard drive. A cookie helps analyse web traffic or lets us know when users visit a particular web page. Cookies allow web applications to respond to you as an individual user. The web application can tailor its operations to your needs by gathering and remembering information about your preferences. We only use this information for statistical analysis purposes and then the data is removed from the system.
- 11.2 A cookie in no way gives us access to your computer or any information about you, other than the data you choose to share with us. You may disable the cookie function in your browser should you choose to do so.
- 11.3 For more information about the kind of cookies we use and to manage your options, please see our **Privacy Policy** <http://www.orderwork.co.uk/policies.php> which forms part of these Terms.

12. Our liability

- 12.1 We are not responsible if you cannot access the Site properly or at all because your ISP connection, the Internet generally, your IT systems or your browser or other software is inadequate or functioning badly, or if your ISP suspends or terminates their service to you, or because of any other event outside our control.
- 12.2 In order to provide the Site we need to fix bugs, install updates and do general diagnosis and maintenance of the Site. We will try to do scheduled maintenance during what we anticipate will be relatively low levels of online use. We also need to be able to do emergency maintenance and/or suspend access to the servers where, in our reasonable discretion, we see the need to do that. We will try to have the Site available again as soon as we think it is safe to do so.
- 12.3 The Site relies in part on software to work. Software has bugs. Whilst we will monitor the Site and try to fix bugs that we spot or that are made known to us, we cannot guarantee that the Site will be bug-free or will work all the time. It is not a provision of these Terms that the Site or any individual feature of the Site will always be available, error free and/or free from viruses.
- 12.4 We do not control the information provided by other users that is made available through the Site. You may find their information to be harmful, inaccurate or deceptive. Please use caution, common sense, and safe business practices when using the Site.
- 12.5 Where the Site contains links to or information relating to other websites and third party products or services, these links are provided for your information only. We are not responsible for the content of these websites or products or services.
- 12.6 We exclude: (a) any responsibility for or liability arising out of any dealings you have with third parties that take place using or facilitated by the Site; and (b) any liability for losses which are not a foreseeable or likely consequence of your use of the Site, or of a breach by you of these Terms.
- 12.7 We will not be liable to you over the entire period of your use of our Site for any loss in excess of £500 in the aggregate.
- 12.8 We will not be liable for loss of business or revenue, loss of or damage to reputation or goodwill, or any indirect, consequential or special loss over the entire period of your use of the Site.
- 12.9 Notwithstanding this, nothing in these Terms will affect any liability we may have for: (a) death or personal injury arising from our negligence; (b) fraudulent misrepresentation; or (c) any other liability that cannot by law be excluded or limited.

13. General

- 13.1 You agree to indemnify and hold us and (as applicable) our parent, subsidiaries, affiliates, officers, directors, agents, and employees, harmless from any claim, demand or loss, including reasonable legal fees, made by any third party arising out of your breach of these Terms or use of the Site or Services. This indemnity shall not apply where such claim, demand or loss arises solely due to (a) our negligence or (b) our breach of these Terms.
- 13.2 You and OrderWork are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by these Terms.

- 13.3 Unless otherwise explicitly stated, notices to OrderWork must be sent by registered mail to OrderWork Ltd, Studio 2D, 1st Floor, 114 Power Road, London W4 5PY, and notices to you will be sent to the email address that you provide to OrderWork during the registration process (receipt is deemed 24 hours after an email is sent, unless we receive notice that the email address is invalid), or by registered mail.
- 13.4 You agree that these Terms and all incorporated agreements may be assigned by OrderWork, in our sole discretion, to a third party in the event of a merger or acquisition or similar corporate transaction. You may not assign, license or sub-contract any of your rights or obligations under these Terms.
- 13.5 A person who is not a party to these Terms has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms but this does not affect any right or remedy of a third party specified in these Terms or which exists or is available apart from that Act.
- 13.6 If any part or provision of these Terms is found to be unenforceable, this shall not affect the validity of any part or other provision. These Terms shall be governed in all respects by English law and you hereby submit to the non-exclusive jurisdiction of the English Courts.