

USER AGREEMENT

WORKANDGROW.CO PLATFORM

Please read the terms and conditions contained within this User Agreement (the "**Agreement**") very carefully, as they govern the use of our website and platform and the way in which you interact with other users. We are committed to fostering connections between executives and individual coaches, to create a holistic approach to professional development. Our Platform is designed to bring together the best minds in the industry, and we ask that you maintain professional and ethical conduct when collaborating with other users on the Platform. It is important to read clause 11, 12 and 13 which outline the indemnity you give to us when using our website and platform, and the limits and exclusions of our liability to you. We cannot be held responsible for any loss or damage you suffer as a result of using the Platform, or the coaching you receive from another user.

BACKGROUND

1. About us

www.workandgrow.co is a site operated by Jeja Holdings Ltd, a company limited by shares and registered in England and Wales under company number 12526329, whose registered office at No.15 7 Alfred Street, London, E3 2BE ("**we**", "**us**", "**our**"). Our VAT number is 410729030.

To contact us, please see the details contained within our 'contact us' page.

We have developed a marketplace and social interaction software and associated website and web hosting platform to connect coaches (hereafter referred to as a '**Coach**') with individual executives (hereafter referred to as a '**Coachee**') to help professionals reach their development goals (the '**Platform**').

We make the Platform available to Coaches and Coachees who are our customers and end-users (each a '**User**') in order to connect with each other for the Coaching Services and facilitate payment for the Coaching Services ('**our Services**'). This Agreement governs the use of our Platform by Users.

2. AGREED TERMS

2.1. By using our website and Platform you accept the terms and conditions of this Agreement

By using our Platform, you, a User, confirm that you accept the terms and conditions of this Agreement, which is a legally binding agreement between you ("**you**") and us. If you do not agree to the terms set out in this Agreement, you must not use our Platform.

2.2. There are other terms that may apply to you

This Agreement refers to the following additional terms, which also apply to your use of our Platform:

- Our ***Privacy Policy***, which provides you with information about how we treat any personal data we collect about you.
- Our ***Cookie Policy***, which sets out information about the cookies on our site.

2.3. We may make changes to these terms

We may amend these terms and conditions from time to time. If we do, we shall ensure that any such changes are brought to your attention. We encourage you to check these terms and conditions each time you use the Platform, to ensure you understand the terms that apply at that time.

2.4. We may make changes to our Platform

We may update and change our Platform from time to time to reflect changes to our products, our Users' needs, and our business priorities. We will try to give you reasonable notice of any major changes.

2.5. We may suspend or withdraw our Platform

We do not guarantee that our Platform, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our Platform for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring that all persons who access our Platform through your internet connection are aware of these terms and other applicable terms and conditions, and that they comply with them.

2.6. Platform Fees

Our Platform is made available free of charge, but we charge a fee when a Coachee receives coaching services from a Coach (the '**Coaching Services**'). Our fee is proportional to the amount of Coaching Services provided (hereafter referred to as the '**Platform Fees**').

3. User Accounts

3.1. You must keep your account details safe

If you choose to register for our Platform, and you are provided with a user identification code, password, or any other piece of information as part of our

security procedures, you must treat such information as confidential. You must not disclose it to any third party.

3.2. Account Types

We offer two types of accounts on our Platform (each an "**Account**"): (i) an Account that enables individual Coaches to provide coaching services ("**Coach Account**"); and (ii) an Account which enables executives to receive coaching (a "**Coachee Account**").

If you create a Coachee Account (or, if applicable, a Coach Account) as an employee or agent on behalf of a company, you represent and warrant that you are authorized to enter into binding contracts, including under the terms of this Agreement, on behalf of yourself and the company.

3.3. Registration and Eligibility

You must follow the steps set forth on our Platform to register for an Account. You must be at least 18 years old to register on the Platform and capable of forming a legally binding contract.

4. Your relationship with us

As an online marketplace for professionals, which enables Users to connect with each other on our Platform, we are not a party to any agreements made between Users, and we are not directly involved in the negotiation, decision, or delivery of Coaching Services.

You are solely responsible for any content published by you on the Platform and for agreements made with other Users, including vetting, selection, and performance of Coaching Services.

We are not responsible for the accuracy, quality, or fitness for purpose of the Coaching Services provided or received via our Platform. Further, we are not responsible for the legality of User content, or the representation or guarantee of any User's offered Coaching Services on our Platform.

Nothing in this Agreement creates an employment, agency, or joint venture relationship between Us and any User of the Platform.

5. Coaching Services between the Users

5.1. Responsibility for providing or receiving Coaching Services

5.1.1. You are solely responsible for deciding whether to enter into agreements with Coaches and for determining the terms of such agreements.

5.1.2. You warrant that any agreement you enter into with another User for Coaching Services will not conflict with the terms and conditions contained within this Agreement, and that such shall not attempt to circumvent the Platform or our Services. We encourage you to seek professional legal advice if you are unsure about how to contract with other Users on the Platform.

5.1.3. You are responsible for evaluating the suitability of any Coach or Coachee, for assessing whether to enter into a working relationship with a Coach or Coachee, verifying information about a Coach or Coachee, negotiating, agreeing to, and executing any terms or conditions of contracts, and for performing and monitoring performance under them.

5.1.4. We are not a party to any contracts for Coaching Services offered by a Coach or any other contracts or agreements between Users.

5.2. Chemistry Sessions

We agree to facilitate and partially cover the cost of a chemistry session between a Coach and Coachee, to meet and discuss their requirements and background, to evaluate their respective fit and suitability, in a brief meeting via our Platform, prior to entering into a booking for Coaching Services (each a '**Chemistry Session**').

In the event that you, a Coach, wish not to proceed with a booking for Coaching Services with a Coachee following a Chemistry Session, you agree that you will not charge for your time in carrying out the Chemistry Session.

5.3. Coach Account specific terms

The following terms and conditions apply specifically to Coaches providing Coaching Services on our Platform

5.3.1. You shall provide Coaching Services with reasonable skill and care, and at all times in accordance with best industry practice.

5.3.2. You warrant that you shall have and maintain, at time of signing-up to our Platform and during the term of this Agreement, adequate public and professional liability insurance taken out with a reputable insurer.

5.3.3. You shall complete in full all Coaching Services booked by Coachees.

5.3.4. Suitable Replacements

Subject to acceptance by a Coachee, you shall arrange, at your cost, a replacement Coach in the event that you are unable to provide the Coaching Services (such replacement to be suitably qualified and insured, as a

minimum equally able as you to provide the Coaching Services to a standard of professionalism who shall warrant to provide Coaching Services on your behalf with reasonable skill and care, in line with best industry practice).

If you are unable to provide a replacement you shall be liable to cover the costs (on an indemnity basis) for:

sourcing a new Coach; and

providing the Coaching Services to the Coachee.

5.3.5. The provisions of clause 5.3.4 applies in the event that you wish to close your account or Terminate this Agreement.

5.3.6. You agree to meet with prospective Coachees at a chemistry session, to enable the Coachee to determine whether to procure coaching services from You. In accordance with clause 5.2, you shall be liable to pay for the chemistry session in the event you do not wish to provide Coaching Services to a Coachee.

5.3.7. You shall be paid for the number of hours of Coaching Services provided, which is tracked on the Platform (see clause 6 for further information on invoicing and payments).

5.3.8. You shall provide to us on a monthly basis an invoice reflecting the Coaching Services provided for the previous month, which shall reflect the number of hours displayed on the Platform, in accordance with the hourly rate agreed with us in advance.

5.4. Coachee Account specific terms

The following terms and conditions apply specifically to Coachees receiving Coaching Services on our Platform

5.4.1. Coaches shall be available to provide Coaching Services to you in blocks of four (4) hours, which represents the minimum booking commitment for each of the Coaching Services. You may book as many blocks of Coaching Services, subject to the Coach's availability.

5.4.2. You may cancel any planned Coaching Services, however, where such cancellation occurs within 48 hours of the planned Coaching Services start time, you shall be liable to pay for the cost of the Coaching Services so cancelled.

- 5.4.3. We encourage you to arrange chemistry sessions with any Coach on our Platform, subject to their availability.
- 5.4.4. Coaching Services are payable at time of booking, which represents the fee for the Coaching Services and our Platform Fees, for connecting you with the Coach.
- 5.4.5. Notwithstanding any remedies available to us under the terms and conditions of this Agreement, you shall pay be liable to pay for the Coaching Services and Platform Fees in the event that:
- a) you choose to engage with a Coach via our Platform for Coaching Services (whether or not such Coaching Services are delivered);
 - b) you engage with the Coach outside of our Platform within 24 months from the date of introduction; or
 - c) you act in any way that is contrary to the terms and conditions of this Agreement, which results in you receiving Coaching Services from a Coach.

6. Invoicing and Payments

Coaching Services are due to be paid in advance at time of booking.

Coaches are paid on a monthly basis for work delivered at an agreed rate, and subject to deduction of our Platform Charges, upon submission of a valid invoice.

All payments made and received under this Agreement and on our Platform are exclusive of VAT.

7. Circumvention

You warrant not to circumvent our Platform in any way, and not to communicate, solicit, or contact any other User outside of the Platform, unless such communication is in the provision or receipt of Coaching Services that are legitimately booked and paid for via our Platform.

You further warrant that payment for, and receipt of, Coaching Services are facilitated exclusively via our Platform, unless otherwise agreed in writing by us.

8. Intellectual Property Rights

In this Agreement, the term "**Intellectual Property Rights**" means right in copyright, rights related to copyright (such as moral rights and performance rights), patents, rights in works and documents, rights in inventions, rights in confidential

information, know-how, trade secrets, trademarks, geographical indications, service marks, trade names, design rights, rights in get-up, database rights, databases, domain names, business names, rights in computer software, mask works, topography rights, the right to sue for infringement, unfair competition and passing off, and all similar rights of whatever nature wherever in the world arising and, in each case whether registered or unregistered which subsist or will subsist now or in the future in any part of the world.

Subject to your conformance with the terms and conditions of this Agreement, we grant you a limited, non-exclusive, non-transferable license to use the Intellectual Property Rights in the Platform solely to receive or provide Coaching Services, which shall expire on the earlier of: (i) the closure of your account; or (ii) termination of this Agreement.

We shall not acquire any Intellectual Property Rights in any works or materials produced by any User either on our Platform or during the Coaching Services, which shall remain the property of the party who owns it (or the third-party who licenses it).

You hereby grant us a limited, non-exclusive, transferable licence to use, reproduce, distribute, prepare derivative works of, display, and perform that User-generated content that contains any attached Intellectual Property Rights that subsist with you in connection with Coaching Services that you display on our Platform and website across different media (including to promote our Platform or to enable us to provide the Platform and our Services to you and other Users).

9. Classification of a User

You warrant that your decision regarding classification of status of any other User you engage with is correct and that the way you engage with another User complies with applicable laws, regulations, and rules.

We are not responsible for worker classification as between Coach and Coachee, and nothing in this Agreement is intended to, or be construed to, create a partnership, joint venture, or employer-employee relationship between us and any User.

10. Disputes Amongst Users

You acknowledge and agree that we have no responsibility to settle disputes arising between you and any other User whether arising out of the use of our Platform or otherwise.

11. Your liability to us

By using our Platform and agreeing to the terms and conditions of this Agreement, you hereby indemnify, defend, and hold harmless Jeja Holdings Ltd and its affiliates, sponsors, partners, and consultants for any loss, damages, fines, and expenses (including reasonable professional expenses) arising out of any and all claims, that we incur as a result of your use of our Platform. This includes any liability that we incur because of the actions by anyone using your Account.

You further indemnify, defend, and hold harmless Jeja Holdings Ltd and its affiliates, sponsors, partners, and consultants against any third-party claim that our possession or use of Intellectual Property Rights owned by you or a third-party is contrary to any condition, warranty, guarantee, applicable law or otherwise.

12. Our responsibility for loss and damage suffered by you

12.1. If you are a consumer or a business user:

12.1.1. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

12.1.2. In all other circumstances, we shall have no liability to you or any User under or in connection with this Agreement (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation).

12.2. If you are a business user:

12.2.1. We exclude all implied conditions, warranties, representations, or other terms that may apply to our site or any content on it.

12.2.2. We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- a) use of, or inability to use, our site;
- b) use of or reliance on any content displayed on our site; or
- c) reliance on any advice given by, or coaching provided by, a Coach.

12.2.3. In particular, we will not be liable for:

- a) loss of profits, sales, business, or revenue;

- b) business interruption;
- c) loss of anticipated savings;
- d) loss of business opportunity, goodwill, or reputation; or
- e) any indirect or consequential loss or damage.

13. Limitation of Liability

13.1. Subject to the provisions of clause 18, We are not liable, and you agree not to hold us liable, for any loss or damage suffered by you arising out of or in connection with:

13.1.1.failure by a Coachee to pay for any services rendered;

13.1.2.failure by a Coach to provide Coaching Services;

13.1.3.lack of quality, fitness for purpose, care or skill in the services provided by a Coach;

13.1.4.any advice or direction given by a Coach;

13.1.5.viruses or malicious code or software obtained by accessing the Platform or a website linked on the Platform;

13.1.6.any reliance by you on any credentials provided by coaches, including any rankings or recommendations displayed on the Platform; or

13.1.7.any delays, disruption, or glitches in our Platform.

13.2. Subject to the exclusions of liability contained within clause 18 and this clause 19, our total liability to you, howsoever arising, shall be limited to **the lesser of:**

13.2.1.£2,000; or

13.2.2.the sum that is equal to the total fees paid or payable to a Coach with respect to a contract upon which the coach was involved.

14. Termination

Upon termination of this Agreement, your right to use the Platform will be revoked and your Account will be closed.

Termination of this Agreement shall not be effective if you have any open coaching services or contracts. We may, in our sole and absolute discretion, cancel any open Coaching Serves or contracts upon receipt of your request to terminate this Agreement.

You hereby agree that the terms and conditions of this Agreement shall continue to be in force until any open Coaching Services or contracts are finalised (including, where applicable, arranging a replacement to fulfil the Coaching Services). You will pay all sums due to us upon termination of this Agreement, which will take effect either upon notice by you or upon the completion of any open services or contracts with other Users.

We may terminate this Agreement at any time without cause by providing you with notice of such termination.

You may terminate this Agreement at any time where you have no open Coaching Services or contracts, upon providing the us with written notice.

15. How you may use material on our site

We are the owner or the licensee of all Intellectual Property Rights in our Platform, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged (except where the content is user-generated).

You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy, download, share or repost any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

Any content placed on the platform by you must not break the law or be offensive and we reserve the right to remove any such content in our sole and absolute discretion.

16. No text or data mining, or web scraping

You shall not conduct, facilitate, authorise, or permit any text or data mining or web scraping in relation to our Platform or any services provided via, or in relation to, our Platform.

The provisions in this clause should be treated as an express reservation of our rights in this regard, including for the purposes of Article 4(3) of Digital Copyright Directive ((EU) 2019/790).

17. We are not responsible for websites we link to

Where our Platform contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those sites or resources.

18. How we may use your personal information

We will only use your personal information as set out in our [**Privacy Policy**](#).

19. User-generated content is not approved by us

This website may include information and materials uploaded by other users of the site, including to social media pages, video-sharing sites, bulletin boards and chat rooms. This information and these materials have not been verified or approved by us. The views expressed by other users on our site do not represent our views or values.

20. How to complaint about or report content

If you become aware of any material that could comprise or be connected to child sexual abuse or exploitation or that could comprise terrorist content or be connected to terrorism, please contact us via our 'contact us' page immediately.

21. Uploading content to our site

Whenever you make use of a feature that allows you to upload content to our Platform, or to contact and enter into a contract with other Users of our Platform, you must comply with the terms and conditions set out in this Agreement.

You warrant that any content published on our site will be suitable for the Platform's audience, and you will be liable to us and indemnify us in respect of any claim or loss we suffer as a result of content published by you on the Platform.

Any content you upload to our site will be considered non-confidential and non-proprietary.

You are solely responsible for securing and backing up your content.

22. We are not responsible for viruses, and you must not introduce them

We do not guarantee that our site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored, or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

23. All our views are our own

Our partners, sponsors and affiliates are not responsible, and have no control over, the views expressed on our Platform or website, which if created by a User are entirely the User's own view, or if created by us, are entirely our own. Our partners, sponsors and affiliates hereby express no acceptance to any liability for any views so expressed, whether by us or by any User displayed on the Platform or otherwise.

24. We may transfer this agreement to someone else

We may transfer our rights and obligations under this Agreement to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

You may not transfer any of the rights and obligations under this Agreement to any other person, or organisation, as such Agreement is personal to you (or your organisation), without our prior written consent.

25. Rules about linking to our Platform or website

You may link to our home page, provided you do so in a way that is fair and legal 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 our site in any website that is not owned by you.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

We reserve the right to withdraw linking permission without notice.

26. Entire Agreement

This Agreement constitutes the entire agreement between you and us, and supersedes and extinguishes all previous agreements, statements, promises, assurances, and warranties, whether written or oral, relating to its subject matter.

Both you and we agree that it shall have no remedies in respect of any statement, representation, assurance, or warranty (whether made incorrectly or negligently) that is not set out in this agreement. We both agree that we shall have no claim against the other for negligent misrepresentation or negligent misstatement, based on any statement in this Agreement.

27. Third Party Rights

This Agreement does not give rise to any rights under the Contracts (Rights of Third parties) Act 1999 to enforce any terms of this Agreement.

28. Notices

A notice given to us by you, or to you by us, shall be in writing and sent to the address of such party or by email.

A notice is deemed to have been received or given:

if delivered by hand, at the time the notice is left at the address;

if sent by pre-paid first-class post, at 9:00am on the second business day (Monday-Friday and not being a public holiday in England and Wales) after posting.

29. Which country's laws apply to any disputes?

If you are a consumer, please note that this Agreement, its subject matter and formation, is governed by the law of England and Wales. We both agree that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation.

If you are a business, these terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by the law of England and Wales. We both agree to the exclusive jurisdiction of the courts of England and Wales to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation.