

Snapr[®] Limited

Terms and Conditions of Use

Effective: December 2017

Introduction

Please read these Terms and Conditions of Use carefully before visiting Snapr[®] Website and/or using Snapr[®] Mobile Services. These Terms and Conditions of Use apply between You, the Website Visitor or User(s) of this Website (including any sub-domains, unless expressly excluded by their own terms and conditions) and/or Mobile Services, and Snapr[®] Limited, the owner and operator of this Website. Please read these Terms and Conditions of Use carefully, as they affect your legal rights. Your agreement to comply with and be bound by these Terms and Conditions of Use is deemed to occur upon Your first use of the Website and/or Mobile Services. If you do not agree to be bound by these Terms and Conditions of Use, you should stop using the Website and/or Mobile Services immediately.

Key Terms

"Snapr[®]" means Snapr[®] Limited

"Website" or **"Site"** means www.snapr.co.uk and all sub domains

"Visitor" means a person, organisation or entity using the Website and/or Mobile Services

"You" or **"Your"** means a person, organisation or entity using the Website, Mobile Services and Freelance Services

"User" or **"Users"** means a person, organisation or entity who signs up to a Snapr[®] account through the Sign Up process and verifies their account via email in order to Order Freelance Services through the Website.

"Freelancer" or **"Freelancers"** means a photographer or floor planner or domestic energy assessor who can provide the Freelance Services Ordered and who is pre-vetted by Snapr[®] on the Website and/or Mobile Services.

"Service", "Services", "Freelance Service" or "Freelance Services" means photography related services provided by Freelancers, floor plan related services provided by Freelancers and energy performance certificate related services provided by Freelancers.

In these Terms and Conditions, User or Users means any third party that accesses the Website and/or Mobile Services and is not either;

- i. employed by Snapr[®] and acting in the course of their employment or;
- ii. engaged as a consultant or otherwise providing services to Snapr[®] and accessing the Website in connection with the provision of such services.

You must be at least 16 years of age to use this Website and/or Mobile Services. By using the Website and/or Mobile Services and agreeing to these Terms and Conditions of Use, You represent and warrant that You are at least 16 years of age.

Intellectual property and acceptable use

1. All Content included on the Website, unless uploaded by Users or Freelancers, is the property of Snapr[®], our affiliates or other relevant third parties. In these terms and conditions, any text, graphics, images, audio, video, software, data compilations, page layout, underlying code and software and any other form of information capable of being stored in a computer that appears on or forms part of this Website, including any such content uploaded by Users and Freelancers (means "Content").
2. By continuing to use the Website you acknowledge that such Content is protected by copyright, trademarks, database rights and other intellectual property rights. Nothing on this Site shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark, logo or service mark displayed on the site without the owner's prior written permission.
3. You may, for your own personal, non-commercial use only, do the following:
 - a. retrieve, display and view the Content on a computer screen
 - b. download and store the Content in electronic form on an 'air gapped' disk (but not on any server or other storage device connected to a network)
 - c. print one copy of the Content for personal use and personal physical storage (such as filing)
4. You must not otherwise reproduce, modify, copy, distribute or use for commercial purposes any Content without the written permission of Snapr[®].
5. You acknowledge that you are responsible for any Content you may submit via the Website, including the legality, reliability, appropriateness, originality and copyright of any such Content. You may not upload to, distribute or otherwise publish through the Website any Content that:
 - i. is confidential, proprietary, false, fraudulent, libellous, defamatory, obscene, threatening, invasive of privacy or publicity rights, infringing on intellectual property rights, abusive, illegal or otherwise objectionable;
 - ii. may constitute or encourage a criminal offence, violate the rights of any party or otherwise give rise to liability or violate any law; or
 - iii. may contain software viruses, political campaigning, chain letters, mass mailings, or any form of "spam."
6. You may not use a false email address or other identifying information, impersonate any person or entity or otherwise mislead as to the origin of any content. You may not upload commercial content onto the Website.
7. You represent and warrant that you own or otherwise control all the rights to the Content you post; that the Content is accurate; that use of the Content you supply does not violate any provision of these terms and conditions and will not cause injury to any person; and that you will indemnify Snapr[®] for all claims resulting from Content you supply.
8. Snapr[®] is not liable in any way for any Content or material of any third parties (including Users), for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any such Content.

9. You and Users acknowledge that Snapr[®] does not pre-screen any content submitted to the platform.
10. Snapr[®] will have the right (but not the obligation) in their sole discretion to refuse or remove any content that is available via the Service. Without limiting the foregoing, Snapr[®] will have the right to remove any content that violates these Terms and Conditions of Use and Service or is deemed by Snapr[®], in its sole discretion, to be otherwise objectionable.
11. You and Users agree that you must evaluate, and bear all risks associated with, the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content.
12. If you believe that your work has been copied in a way that constitutes copyright infringement, or that your intellectual property rights have been otherwise violated, you should notify Snapr[®] of your infringement claim immediately via support@snapr.co.uk
13. If you believe that your Content that was removed is not infringing, or that you have the authorisation from the copyright owner, the copyright owner's agent, or pursuant to the law, to upload and use the content in your Content, you may send a written counter-notice to support@snapr.co.uk
14. If a counter-notice is received by Snapr[®]. Snapr[®] will send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed content or cease disabling it in 14 business days. Unless the copyright owner files an action seeking a court order against the Content provider, Freelancer or User, the removed Content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at the sole discretion of Snapr[®].

Freelance Services

15. Freelancers assign Freelance IP (defined below) in the Freelance Content (defined below) created for a particular Order and User, to Snapr[®]. Once the Order is complete, Snapr[®] transfers the Freelance IP in Downloads to the User to facilitate a seamless transaction between the Freelancer and User.
16. The Freelancer acknowledges and agrees that the photographs, floor plan sketches and other original data files pertaining to the photos and images produced as a result of the Freelance Services for a User as a result of an Order ("Freelance Content") contain content or features that are protected by copyright, trademark, trade secret or other proprietary rights and laws ("Freelance IP"). Freelancers hereby assign (and agree to assign) all Freelance Content and the Freelance IP and all related intellectual property and proprietary rights to Snapr[®].
17. Freelancers shall further assist Snapr[®], at Snapr[®] expense, to further evidence, record and perfect such assignments, and to perfect, obtain, maintain, enforce, and defend any rights specified to be so owned or assigned.
18. Upon full receipt of all applicable Freelancer Fees, Snapr[®] agrees to assign, transfer and convey to the User the Freelance Content and associated Freelance IP contained in Downloads. For clarity, Freelance Content and associated Freelance IP that is not purchased by a User remains the property of Snapr[®].
19. The Freelancer waives any moral rights in the Freelance Content to which the Freelancer is now or may at any future time be entitled under Chapter IV of the Copyright Designs and Patents

Act 1988 or any similar provisions of law in any jurisdiction.

20. Users hereby grant Snapr[®] a nonexclusive, worldwide, royalty free, fully paid up, transferable, sub-licensable, perpetual, irrevocable license to use, copy, display and distribute the Freelance Content and associated Freelance IP for marketing and advertising purposes.
21. Snapr[®] will inform Users if it intends to use photos in this way, to provide an opportunity for any reasonable objections to be taken into account. Freelancers may request that Snapr[®] provide a limited intellectual property license for the purpose of using photos in the Freelancers portfolio of work or for other purposes by seeking prior written consent from both Snapr[®] and the relevant User.
22. Content or other materials Freelancers upload through the platform or share with Users ("User Content"), Freelancers represent and warrant that they own all the rights, title and interest in and to such User Content, including, without limitation, all copyrights and rights of publicity contained therein.
23. By uploading any User Content you hereby grant and will grant Snapr[®] and its affiliated companies a nonexclusive, worldwide, royalty free, fully paid up, transferable, sub-licensable, perpetual, irrevocable license to copy, display, upload, perform, distribute, store, modify and otherwise use your User Content in connection with the operation of the Freelance Service or the promotion, advertising or marketing thereof, in any form, medium or technology now known or later developed.

Rating Freelance Services

24. Users are required to rate and review each Freelancer and their Freelance Services ("Freelance Rating") after Downloading Freelance Content, and Freelancers are similarly required to rate and review a User ("User Rating") once the User has provided the Freelance Rating, in each case using the multidimensional rating system provided on the Site and App (collectively, "Rating").
25. Users and Freelancers may only leave a Rating once the Freelance Services have been provided for Download for the relevant Order.
26. Snapr[®] can remove a Rating at any time, in its sole discretion.
27. A User must provide true, fair and accurate information in their Rating.
28. Users and Freelancers acknowledge and agree that any Rating, Review, questions, comments, suggestions, ideas, feedback or other information about the Freelance Service ("Submissions"), provided by you to Snapr[®] are not confidential and that Snapr[®] will be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.
29. The rights to such Submissions of Snapr[®] includes, but is not limited to, creating an aggregate rating from the Ratings it receives and showing Users and Freelancers such aggregated ratings.
30. Both the Users and Freelancers acknowledge and agree that Snapr[®] may preserve content and may also disclose content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to:
 - a. comply with legal process, applicable laws or government requests;

- b. enforce these Terms and Conditions of Use and Service;
- c. respond to claims that any content violates the rights of third parties;
- d. protect the rights, property, or personal safety of Snapr[®], its users and the public.

Freelance Services

- 31. Snapr[®] Freelance Services make available a platform with related technology for Users and Freelancers to arrange for the assignment of Freelancers with a User and the ordering of Freelance Services ("Orders").
- 32. Snapr[®] itself does not provide any photography related services, floor plan related services or energy performance certificate related services. The responsibilities of Snapr[®] are limited to:
 - i. facilitating the availability of the Site;
 - ii. facilitating the assignment of Freelancers to Orders made by a User, and based on the location of the Freelancer, current Rating of the Freelancer and the availability of the Freelancer (which is ultimately determined by the Freelancer at the time the Order is made by the User by accepting or declining the Order based on limited information provided by Snapr[®]);
 - iii. serving as the limited agent of each Freelancer for the purpose of accepting payments from a User on behalf of the Freelancers.
- 33. There are risks that Users assume when dealing with Freelancers (including those who may be acting under false pretences).
- 34. Users agree that all of these risks are borne by the User, and not by Snapr[®].
- 35. Snapr[®] does not control the behaviour of Freelancers or the quality of the Freelance Services provided by Freelancers.
- 36. As a result, Snapr[®] does not guarantee or endorse the authenticity, quality, safety, or legality of the Freelance Services.

Mobile Services

- 37. The Snapr[®] website includes certain Services that are available via a mobile device, including
 - i. the ability to upload content to the Service via a mobile device;
 - ii. the ability to browse the Service and the Site from a mobile device and
 - iii. the ability to access certain features through an application downloaded and installed on a mobile device

These Services (collectively known as the "Mobile Services").

- 38. To the extent You access the Service through a mobile device, Your mobile service carrier's standard charges, data rates and other fees may apply. In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by your carrier, and not all Mobile Services may work with all carriers or devices.

39. By using the Mobile Services, You agree that Snapr[®] may communicate with you regarding Services and other entities by push notifications, text messages, emails or other electronic means to your mobile device and that certain information about your usage of the Mobile Services may be communicated to Snapr[®].
40. In the event You change or deactivate Your mobile telephone number or email address, You agree to promptly update Your Snapr[®] account information to ensure that Your messages are not sent to any person that acquires Your old number or Your old email address.
41. Snapr[®] offers Software applications that are intended to be operated in connection with products made commercially available by Apple Inc. ("Apple") and/or Alphabet Inc. ("Google"). With respect to software that is made available via the platform for Your use in connection with Apple and Google branded products (such Software, "Apple Enabled Software" and/or "Google Enabled Software"), in addition to the other terms and conditions set forth in these Terms and Conditions of Use, the following terms and conditions apply:
- a. Snapr[®] and you acknowledge that these Terms and Conditions of Use are concluded between Snapr[®] and You only, and not with Apple and/or Google, and that Snapr[®], not Apple and/or Google, is solely responsible for the Apple Enabled Software and/or Google Enabled Software and the content thereof;
 - b. You may not use the Apple Enabled Software and/or Google Enabled Software in any manner that is in violation of or inconsistent with the Usage Rules set forth for Apple Enabled Software and/or Google Enabled Software in, or otherwise be in conflict with, the App Store Terms of Service and/or the Google Play Terms of Service ("Usage Rules").
 - c. Your license to use the Apple Enabled Software and/or Google Enabled Software is limited to a non-transferable license to use the Apple Enabled Software and/or Google Enabled Software on an iOS an/or Android product that you own or control, as permitted by these Usage Rules.
 - d. Apple and/or Google have no obligation to provide any maintenance or support services with respect to the Apple Enabled Software and/or Google Enabled Software.
 - e. Apple and/or Google are not responsible for any product warranties, whether express or implied by law.
 - f. In the event of any failure of the Apple Enabled Software and/or Google Enabled Software to conform to any applicable warranty, you may notify Apple and/or Google, and Apple and/or Google will refund the purchase price for the Apple Enabled Software and/or Google Enabled Software to you, if any; and, to the maximum extent permitted by applicable law, Apple and/or Google will have no other warranty obligation whatsoever with respect to the Apple Enabled Software and/or Google Enabled Software, or any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty, which will be the sole responsibility of Snapr[®], to the extent it cannot be disclaimed under applicable law.
 - g. Snapr[®] and You acknowledge that Snapr[®], not Apple and/or Google, is responsible for addressing any claims of You or any third party relating to the Apple Enabled Software and/or Google Enabled Software or Your possession and/or use of that Apple Enabled Software and/or Google Enabled Software, including, but not limited to:

- i. product liability claims;
 - ii. any claim that the Apple Enabled Software and/or Google Enabled Software fails to conform to any applicable legal or regulatory requirement;
 - iii. claims arising under consumer protection or similar legislation.
- h. In the event of any third party claim that the Apple Enabled Software and/or Google Enabled Software or the end-user's possession and use of that Apple Enabled Software and/or Google Enabled Software infringes that third party's intellectual property rights, as between Snapr[®] and Apple and/or Google, Snapr[®], not Apple and/or Google, will be solely responsible for the investigation, defence, settlement and discharge of any such intellectual property infringement claim.
- i. If You have any questions, complaints or claims with respect to the Apple Enabled Software and/or Google Enabled Software, they should be directed to Snapr[®] at support@snapr.co.uk
42. Snapr[®] and You acknowledge and agree that Apple and/or Google, and Apple and/or Google subsidiaries, are third party beneficiaries of these Terms and Conditions of Use with respect to the Apple Enabled Software and/or Google Enabled Software, and that, upon your acceptance of the terms and conditions of these Terms and Conditions of Use, Apple and/or Google will have the right (and will be deemed to have accepted the right) to enforce these Terms and Conditions of Use against you with respect to the Apple Enabled Software and/or Google Enabled Software as a third party beneficiary thereof.

Prohibited use

43. You may not use the Website or Mobile Services for any of the following purposes:
- a. in any way which causes, or may cause, damage to the Website and/or Mobile Services or contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
 - b. interferes with any other person's use or enjoyment of the Website and/or Mobile Services and/or poses or creates a privacy risk to any person;
 - c. Advertise or offer for sale or buy any goods or services for any business purpose that is not specifically authorised;
 - d. constitutes unsolicited or unauthorised advertising, promotional materials, commercial activities and/or sales, "junk mail", "spam", "chain letters", "chain emails", "pyramid schemes", "competitions" or any other form of solicitation;
 - e. in any way which is harmful, unlawful, illegal, abusive, harassing, threatening or otherwise objectionable or in breach of any applicable law, regulation, governmental order;
 - f. making, transmitting or storing electronic copies of Content protected by copyright without the permission of the owner;
 - g. harvest or collect email addresses or other information of other Users and/or Freelancers from the Service by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications;

- h. obtain or attempt to access or obtain any materials or information through any means not intentionally made available for through the Service

Registration

- 44. You must ensure that the details provided by you on registration or at any time are correct and complete.
- 45. You must inform Snapr[®] immediately of any changes to the information that You provide when registering by updating your personal details to ensure Snapr[®] can communicate with You effectively.
- 46. Snapr[®] may suspend or cancel Your registration with immediate effect for any reasonable purposes or if You breach these terms and conditions in any way.
- 47. You may cancel Your registration at any time by deleting your account via the Edit Profile page of either the Website and/or Mobile Services. If You do so, You must immediately stop using the Website and Mobile Service. Cancellation or suspension of Your registration does not affect any statutory rights.
- 48. Once You cancel Your registration, Your information will be deleted from the Snapr[®] platform in its entirety in accordance with the Snapr[®] Privacy Policy (details of which are set out clearly in these Terms and Conditions of Use)

Freelancers Obligations

- 49. As a Freelancer, you must provide Snapr[®] with all the information requested in the Sign Up process in order for Snapr[®] to be able to set You as live on the Snapr[®] platform and assign You to a User, such as your personal information, Your experience, Your skill set, a portfolio of photos taken by You, brief description of You, Your contact details and Your profile picture.
- 50. Once You are assigned with a User for Freelance Services, You have the right to turn down the Order, but Snapr[®] has sole discretion to determine if such denial of Freelance Services will harm Your ability to be assigned to that User and other Users on the platform in the future.
- 51. Snapr[®] has sole discretion as to which Freelancers are accepted onto the platform and Snapr[®] reserves the right to reject any potential Freelancer and remove any Freelancer from the platform for any reason.
- 52. Snapr[®] requires all Freelancers to submit and hold a certificate from the Disclosure and Barring Service (DBS) containing a statement that the Freelancer has no unspent convictions or cautions before they can become live on the platform and assigned to Users for Freelance Services.
- 53. Every Freelancer is solely responsible for maintaining minimum levels of public liability insurance of £1,000,000 GBP and professional indemnity insurance of £50,000 GBP and must, prior to becoming live on the Snapr[®] platform and annually thereafter, provide Snapr[®] with copies of a valid insurance certificate evidencing such insurances and evidence of payment of the relevant premiums. Snapr[®] assumes no responsibility for a Freelancers failure to obtain such insurances and reserves the right to remove any Freelancer from the platform should they renege and fail to supply in a timely fashion any of these insurance certificates.
- 54. Users and Freelancers understand and agree that Snapr[®] is neither an insurer nor a contracting

agent or employer for You as a Freelancer.

- 55.If a User orders any of Your Freelance Services, any agreement the Freelancer enters into with such User is between the Freelancer and the User, and that Snapr[®] is not a party thereto.
- 56.Notwithstanding the foregoing, Snapr[®] serves as a Freelancers limited authorised agent for the purpose of assigning Orders to freelancers and accepting payments from Users on the Freelancers behalf.
- 57.Snapr[®] is responsible for transmitting the Freelancers portion of such payments for Freelancer Services to the Freelancer.
58. Freelancers acknowledge and agree that, as a Freelancer, you are responsible for your own acts and omissions.
- 59.Freelancers understands that Snapr[®] does not offer any coverage for any personal injury or damage to personal property, third party injury or damage to any third party property that may result from providing the Freelance Services for Users.
- 60.Snapr[®] will not reimburse for any property damage, injuries, transportation expenditure or loss of wages as a result of any accommodations in the provision of Freelance Services by Freelancers.

Assigning Freelancers

61. Snapr[®] assigns Users with the most suitable Freelancer(s) based on information provided by the User in their Order and matching that information with information provided by Freelancers and their Rating.
- 62.Users will be able to Order Freelance Services though the Site ("Order"). However, even when a Freelancer is assigned to Users for an Order, Snapr[®] reserves the right to change which Freelancer actually provides the Services for a particular Order, in its sole discretion.
- 63.Snapr[®] will notify Users of any changes as soon as possible in advance of any change.

Password and security

- 64.When Freelancers and Users register on this Website and Mobile Services, Freelancers and Users will be asked to create a password, which should be kept confidential and not disclosed or shared with anyone at any time.
- 65.If Snapr[®] has reason to believe that there is or is likely to be any misuse of the Website and/or Mobile Services, or breach of security, Snapr[®] may require You to change your password or suspend your account without prior notice.
- 66.You are responsible for maintaining the confidentiality of Your password and account and are fully responsible for any and all activities that occur under Your password or account. You agree to:
 - a. immediately notify Snapr[®] of any unauthorised use of Your password or account or any other breach of security, and;
 - b. ensure that You exit from Your account at the end of each session when accessing the Service. Snapr[®] will not be liable for any loss or damage arising from Your failure to comply

with this Section.

Links to other websites

67. This Website may contain links to other sites. Unless expressly stated, these sites are not under the control of Snapr[®] or that of our affiliates.
68. We assume no responsibility for the content of such Websites and disclaim liability for any and all forms of loss or damage arising out of the use of them.
69. The inclusion of a link to another site on this Website does not imply any endorsement of the sites themselves or of those in control of them.

Privacy Policy and Cookies Policy

70. Use of the Website and/or Mobile Services is also governed by our Privacy Policy and Cookies Policy, which are incorporated into these Terms and Conditions of Use by this reference. To view the Privacy Policy and Cookies Policy, please click on the following (or copy and paste into a browser):

- https://www.snapr.co.uk/static/Snapr_Privacy_Policy.pdf
- https://www.snapr.co.uk/static/web/Snapr_Cookie_Policy.pdf

Availability of the Website and disclaimers

71. Any online facilities, tools, services or information that Snapr[®] makes available through the Website and/or Mobile Services (the "Service") is provided "as is" and on an "as available" basis.
72. Snapr[®] gives no warranty that the Service will be free of defects and/or faults. To the maximum extent permitted by the law, Snapr[®] provides no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality. Snapr[®] is under no obligation to update information on the Website and/or Mobile Services.
73. Whilst Snapr[®] uses all reasonable endeavours to ensure that the Website and/or Mobile Services are secure and free of errors, viruses and other malware, Snapr[®] gives no warranty or guaranty in that regard and all Users and Freelancers take responsibility for their own security, that of their personal details and their computers or mobile devices.
74. Snapr[®] accepts no liability for any disruption or non-availability of the Website and/or Mobile Services.
75. Snapr[®] reserves the right to alter, suspend or discontinue any part (or the whole of) the Website and/or Mobile Services including, but not to, any products and/or Services available.
76. These Terms and Conditions of Use shall continue to apply to any modified version of the Website and/or Mobile Services unless it is expressly stated otherwise.
77. You acknowledge that Snapr[®] may establish general practices and limits concerning use of the Service, including without limitation the maximum period of time that data or other content will be retained by the Service and the maximum storage space that will be allotted on the Snapr[®] servers on Your behalf.
78. You agree that Snapr[®] has no responsibility or liability for the deletion or failure to store any

data or other content maintained or uploaded by the Service. You acknowledge that Snapr[®] reserves the right to terminate accounts that are inactive for an extended period of time.

79. You further acknowledge that Snapr[®] reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

Limitation of liability

80. Nothing in these terms and conditions will:

- a. limit or exclude our or Your liability for death or personal injury resulting from Snapr[®] or Your negligence, as applicable;
- b. limit or exclude Snapr[®] or Your liability for fraud or fraudulent misrepresentation;
- c. limit or exclude any of Snapr[®] or Your liabilities in any way that is not permitted under applicable law.

81. Snapr[®] will not be liable to You in respect of any losses arising out of events beyond the reasonable control of Snapr[®].

82. To the maximum extent permitted by law, Snapr[®] accepts no liability for any of the following:

- a. any business losses, such as loss of profits, income, revenue, anticipated savings, business, contracts, goodwill or commercial opportunities;
- b. loss or corruption of any data, database or software;
- c. any special, indirect or consequential loss or damage.

General

83. You may not transfer any of Your rights under these Terms and Conditions of Use to any other person or entity. Snapr[®] may transfer the rights of Snapr[®] under these Terms and Conditions of Use where Snapr[®] reasonably believe Your rights will not be affected.

84. These Terms and Conditions of Use may be varied by Snapr[®] from time to time. Such revised terms will apply to the Website and/or Mobile Services from the date of publication. Users and Freelancers should check the Terms and Conditions of Use regularly to ensure familiarity with the then current version.

85. These Terms and Conditions of Use together with the Privacy Policy and Cookies Policy contain the whole agreement between the parties relating to its subject matter and supersede all prior discussions, arrangements or agreements that might have taken place in relation to the Terms and Conditions of Use.

86. The Contracts (Rights of Third Parties) Act 1999 shall not apply to these Terms and Conditions of Use and no third party will have any right to enforce or rely on any provision of these Terms and Conditions of Use.

87. If any court or competent authority finds that any provision of these Terms and Conditions of Use (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these Terms and Conditions of Use will not be affected.

88. Unless otherwise agreed, no delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.

89. This Agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.

Payment Terms

Users

90. Users agree to pay all applicable fees for Freelance Services purchased through the Site after the completion of the Freelance Services ("Downloads") as set forth on the Package Costs supplied to the User when they Sign Up to the platform and annually thereafter (collectively, "Freelance Fees").
91. Snapr[®] will invoice the User for payment of the Freelance Fees when Snapr[®] has completed the Freelance Services. These applicable fees will be sent to the User via electronic mail (email) to the supplied email address associated with the User account on the platform
92. Users must pay the Freelancer Fees due within 7 days of the date of our invoice or otherwise in accordance with any credit terms agreed between Snapr[®] and the User.
93. Without limiting any other right or remedy Snapr[®] may have for statutory interest, if the User does not pay within the period set out above, Snapr[®] will charge the User interest at the rate of 4% per annum above the base lending rate of the Bank of England from time to time on the amount outstanding until payment is received in full.
94. If Users do not pay within the period set out above, Snapr[®] can suspend any further provision of the Freelance Services and cancel any future Services which have been ordered by, or otherwise arranged with, the User.
95. All Freelance Fees are payable in the currency specified on the Package Costs supplied to the User when they Sign Up to the platform and annually updated thereafter.
96. If a User requests amended Freelance Services, including but not limited to changes to the time, location or type of Freelance Services provided ("Edit Order"), an Edit Order Fee may be charged or reduced from the original Freelance Fees for the original Freelance Service Ordered.
97. Except as otherwise expressly set forth herein or as expressly approved by Snapr[®] in writing in its sole discretion, all payments made are final and non-refundable. If you make a payment by any payment method, you represent and warrant to Snapr[®] that such information is true and that you are authorised to use such payment methods.
98. You will promptly update your account information with any changes (for example, a change in your billing address) that may occur.
99. You agree to pay Snapr[®] the amount that is specified on the provided Package Costs supplied to the User in accordance with the terms of such fees and purchases and these Terms and Conditions of Use for the Services provided.

Freelancers

- 100.Snapr[®] will facilitate weekly payments to a Freelancers nominated bank account for the total Freelancer Fees accrued for the Freelance Services provided to a User by such Freelancer during the preceding payment period, less the fee payable to Snapr[®] for assigning the User(s) to such Freelancer as set forth in terms provided to Freelancers at the time of accepting an Order via the Snapr[®] Mobile Services after their on-boarding ("Snapr[®] Fee").
- 101.Snapr[®] has sole discretion to act on behalf of the User, and to not pay Freelancer Fees, if the User reports that the Freelance Services were not provided or adequately completed. This may include but is not limited to circumstances where a Freelancer did not arrive for a Order or Freelance Services provided were of insufficient quality for use. Snapr[®] will independently review such cases, seeking input from the User and the Freelancer in its sole discretion, and may decide at its sole discretion to issue a refund to the User.
- 102.Snapr[®] as limited payment collection agent for the Freelancer, agrees to facilitate the payment of any Freelancer Fees for Freelance Services provided, on a weekly basis unless otherwise agreed between Snapr[®] and the Freelancer. In the event that Snapr[®] does not remit such amounts, the Freelancer will have recourse only against Snapr[®].

Non-Circumvention

103. As a Freelancer, you acknowledge and agree that a substantial portion of the compensation Snapr[®] receives for making the Site available to you is collected through the Snapr[®] Fee described in Payment Terms. Snapr[®] only receives this Fee when a User and a Freelancer pay and receive payment through the Site. Therefore, for 12 months from the time You identify or are identified by any party through the Site (the "Non-Circumvention Period"), You must use the Site as Your exclusive method to request, make, and receive all payments for work directly or indirectly with that party or arising out of Your relationship with that party. You may opt-out of this obligation with respect to each User-Freelancer relationship only if the User or prospective User or Freelancer pays Snapr[®] for each such relationship by paying an "Opt-Out Fee" of £5,000 GBP. To pay the Opt-Out Fee, You must request instructions by sending an email message to accounts@snapr.co.uk.
104. Except if you pay the Opt-Out Fee, you agree not to circumvent the Payment Terms offered by the Site.

By way of illustration and not in limitation of the foregoing, You must not:

- Submit proposals or solicit parties identified through the Site to contact, hire, work with, or pay outside the Site.
- Accept proposals or solicit parties identified through the Site to contact, provide services, invoice, or receive payment outside the Site.

105. You agree to notify Snapr[®] immediately if You, a Freelancer or another User improperly contacts you or suggests making or receiving payments outside of the Site.

Snapr[®] details

- 106.Snapr[®] is a company incorporated in England and Wales with registered number 10997793 whose registered address is Nightingale House, Gloucester Road, Bath, Somerset, BA1 8BJ and it operates the Website www.snapr.co.uk. The registered VAT number is 282 9586 51. You can contact Snapr[®] by email at contact@snapr.co.uk.