

MASTER SERVICE AGREEMENT (MSA)

Terms & Conditions Governing the Provision of HR Management Services by Staff Secure Ltd

Introduction

This Master Service Agreement forms the comprehensive contractual framework governing the provision of subscription-based HR management services by **Staff Secure Ltd**, a company duly incorporated in England and Wales and operating from **124–128 City Road, London, EC1V 2NX**. This Agreement outlines the rights, obligations, and responsibilities of both parties in relation to the use of Staff Secure Ltd.'s digital HR platform, administrative support solutions, and associated service features.

By subscribing to any of our HR service packages, creating an account, accessing the Employer Dashboard, uploading or receiving worker documentation, using the live chat system, submitting staffing requirements, receiving placement updates, or utilizing any other component of our digital platform available via **staffsecure.ai**, you ("the Customer", "the Employer", "you") expressly acknowledge and agree to be bound by all provisions contained herein.

This Agreement is governed exclusively by the **laws of England and Wales**, and incorporates relevant statutory obligations under the Consumer Rights Act 2015, the Electronic Commerce (EC Directive) Regulations 2002, the Data Protection Act 2018, and the UK General Data Protection Regulation ("UK GDPR"). Any disputes arising out of or relating to this MSA shall be adjudicated solely in the courts of England and Wales.

Staff Secure Ltd provides **administrative HR management and coordination services only**. For absolute clarity, we are **not** an employment agency, do not engage in recruitment, do not supply labor, and do not operate as a job placement or payroll service. We do **not** employ workers or pay wages, allowances, bonuses, or any employment-related entitlements. All employment obligations—including wage

payments, right-to-work compliance, contractual agreements, supervision, and legal responsibilities remain exclusively with the Employer.

Definitions and Interpretation

For the purposes of this Agreement, the following definitions apply:

- “Company” means Staff Secure Ltd, its directors, employees, authorised agents, and permitted assigns.
- “Customer” or “Employer” means the subscribing business entity that purchases and uses the Services.
- “Platform” means the online digital environment accessible via *staffsecure.ai*, including all integrated modules such as the Employer Dashboard, Candidate Dashboard, Admin Dashboard, messaging systems, onboarding tools, placement tracking features, and all other software functionalities.
- “Services” means the HR management, administrative coordination, communication facilitation, documentation handling, onboarding support, and platform features provided by the Company under the applicable subscription package.
- “Workers” means individuals engaged solely by the Employer. Workers are not employees, contractors, agents, or representatives of Staff Secure Ltd.
- “Subscription Term” refers to the fixed twelve (12) month contract period described in Section 5 of this Agreement.
- “Package Tier” means the specific service level selected by the Employer from the three HR packages presented on the Website and described in Company materials.
- “Requirements” refers to staffing or operational needs posted by the Employer via the Platform.
- “Documentation” includes CVs, worker details, onboarding forms, records, or other materials uploaded or transferred through the Platform.

Service Framework and Platform Structure

The Company provides HR management support delivered through three structured subscription packages. Depending on the Package Tier selected, the Services may include, without limitation: collection and forwarding of worker documentation,

verification coordination, secure data processing, communication facilitation through live chat, requirement posting, placement monitoring, and administrative HR support.

The Platform consists of multiple integrated dashboards designed to support Employers and Workers:

a. Employer Dashboard

Provides functionalities for posting requirements, reviewing candidate documentation, managing subscription details, overseeing placement progress, accessing internal messages, and communicating with Workers through live chat.

b. Candidate Dashboard

Allows Workers to upload CVs, update their profiles, track placement progress, communicate with Employers, and access onboarding-related instructions.

c. Admin Dashboard

Used exclusively by the Company to manage operational oversight, monitor activity, review job postings, verify submissions, manage Employer accounts, process payments, and ensure compliance with platform rules and security standards.

The Services support Employers in sectors including but not limited to construction, tourism, and nursing. The Employer acknowledges that Staff Secure Ltd provides administrative management only and does not assess worker suitability, validate right-to-work documents, conduct employment vetting, or guarantee performance. All legal responsibility relating to Workers remains solely with the Employer.

Subscription Structure and Contractual Term

All Services provided by the Company operate on a fixed twelve (12)-month subscription term (“Subscription Term”). Upon subscribing to any HR package, the Employer enters into a full one-year contractual commitment and becomes liable for the total service fee associated with the selected Package Tier. The Employer acknowledges that the Services are structured as an annual program and not a month-to-month or pay-as-you-go arrangement.

Access to the Platform—including the Employer Dashboard, Candidate Dashboard, messaging tools, onboarding workflows, document-handling modules, and placement tracking features—remains active for the duration of the Subscription Term, provided all payments are made in accordance with Section 6.

Automatic Renewal

At the expiry of each Subscription Term, the Agreement shall automatically renew for an additional twelve (12)-month period under the same terms unless the Employer provides a valid cancellation notice. To prevent automatic renewal, the Employer must submit a written notice of termination at least **two (2) months** prior to the end of the current Subscription Term (“Notice Period”). Failure to comply with the Notice Period will result in the subscription automatically renewing, and the Employer will be fully liable for the fees associated with the renewed term.

The Company is under no obligation to issue reminders of renewal dates, and the Employer accepts full responsibility for monitoring the renewal timeline.

Trial Period

New Employers may be granted a **three (3)-day trial period** (“Trial Period”), during which limited access to selected Platform features may be provided. If the Employer does not cancel the Trial Period before the expiry of the three days, the Trial Period shall automatically convert into a full twelve-month Subscription Term, and the Employer

shall become liable for the full annual fee. The Trial Period may not be used for evaluation of multiple Package Tiers or for more than one registration by the same Employee

PAYMENTS, REFUNDS & EMPLOYER OBLIGATIONS

Fees, Billing and Payment Terms

All subscription fees are set out on the Website and/or within the pricing materials supplied by the Company. Payment for the entire Subscription Term is required either upfront or in accordance with the payment schedule displayed on the Platform at the time of purchase. All payments shall be made electronically via the approved card payment system integrated into the Website.

The Employer agrees to maintain accurate billing information and authorizes the Company to charge all applicable fees automatically. Failure to complete any payment may result in suspension of Platform access, administrative delays, or termination of Services without refund. Fees may be revised for future Subscription Terms, but no price changes will affect an ongoing contract.

Refund Policy

Refunds shall only be issued under one circumstance: where **Staff Secure Ltd fails to complete the Service requirements associated with the Employer's selected package**. No refunds shall be granted for early cancellation, change of business circumstances, non-use of the Platform, failure to engage Workers, or Employer delays in providing necessary information.

Refunds shall not apply to auto-renewed terms, Trial Period conversions, or interruptions resulting from technical issues outside the Company's control, including but not limited to internet connectivity or device malfunctions. Any approved refund will be processed only after internal review and must be requested in writing with supporting evidence.

Employer Responsibilities

The Employer is solely responsible for:

- Conducting all employment-related checks, including right-to-work verification;
- Paying worker wages, bonuses, overtime, tax, and statutory entitlements;
- Drafting and issuing employment contracts;
- Ensuring compliance with UK employment legislation;
- Supervising workers, assessing performance, and managing work schedules;
- Providing accurate information on staffing requirements;
- Maintaining secure login credentials and preventing unauthorised access to the Platform.

The Company does **not** verify worker suitability, employment legality, qualifications, or identity documents. All legal, administrative, and financial employment obligations remain exclusively with the Employer.

Platform Access and Account Security

Upon successful subscription, the Employer will be granted access to the Platform, including the Employer Dashboard, Candidate Dashboard, communication modules, and placement tracking tools. Access is provided exclusively for the Employer's internal business use and strictly in accordance with this Agreement. The Employer is responsible for ensuring that all authorized personnel maintain secure login credentials and do not share passwords or access rights with unauthorized third parties. Any action taken under the Employer's account shall be deemed to have been taken by the Employer.

The Company reserves the right to monitor Platform usage for security, operational, and compliance purposes. Such monitoring may include, without limitation, oversight of communications, document uploads, job postings, live chat activity, and interactions within the Dashboard environments. The Employer acknowledges and consents to such monitoring to maintain system integrity and safeguard all user data.

Acceptable Use Policy

The Employer agrees not to misuse the Platform or engage in behaviour that may compromise system security, disrupt service functionality, or infringe upon the rights of Workers, other Employers, or the Company. Prohibited actions include, but are not limited to:

- ❖ Posting false, misleading, defamatory, or unlawful information;
- ❖ Attempting to circumvent security controls or access unauthorised areas;
- ❖ Uploading malicious files or harmful code; \Misusing the live chat system for harassment, solicitation, or unprofessional conduct
- ❖ Using the Platform for activities unrelated to HR management or administrative business operations.

Any breach of this Acceptable Use Policy may result in immediate suspension or termination of access without refund, and may lead to legal action where appropriate.

Platform Availability and Maintenance

The Company will use commercially reasonable efforts to maintain continuous availability of the Platform; however, the Employer acknowledges that temporary downtime may occur due to scheduled maintenance, security updates, technical issues, or circumstances beyond the Company's control. The Company shall not be held liable for any interruption, delay, or loss of access arising from such events.

DATA PROTECTION, GDPR & LIMITATION OF LIABILITY

The Company processes personal data strictly in accordance with the **UK GDPR**, the Data Protection Act 2018, and any relevant regulatory standards. The Employer acknowledges that Worker documentation—including CVs, onboarding records, and submitted materials—is collected solely for administrative HR purposes and is forwarded directly to the Employer via the Platform.

The Company stores all data on a secure, encrypted digital infrastructure and implements internal controls to ensure the confidentiality, integrity, and availability of personal information. The Employer agrees to comply fully with its own data protection obligations, including handling Worker data lawfully and maintaining compliance with all applicable regulations.

Workers who access the Candidate Dashboard do so voluntarily and provide their personal data with the understanding that such information will be viewed by the Employer. The Employer must ensure that all Worker data is used responsibly, protected from unauthorized disclosure, and retained only for lawful purposes.

The Company may access and review data uploaded through the Platform for legitimate operational reasons, including troubleshooting, compliance monitoring, or security checks. Full details of data processing are provided in the Company's Privacy Policy, which forms an integral part of this Agreement.

Limitation of Liability

To the fullest extent permitted by English law, the Company shall not be liable for any indirect, consequential, incidental, punitive, or special damages, including but not limited to loss of profits, loss of business opportunities, downtime, or reputational harm. The Company does not assess Worker suitability, verify identity or right-to-work status, evaluate qualifications, or guarantee Worker performance. The Employer

assumes all risks and liabilities associated with hiring, engagement, supervision, and contractual management of Workers.

The Company's total cumulative liability arising out of or relating to this Agreement—whether in contract, tort, negligence, or otherwise—shall not exceed the total subscription fees paid by the Employer during the current Subscription Term. Nothing in this Agreement limits liability for fraud, willful misconduct, or any liability that cannot lawfully be restricted.

TERMINATION, CONFIDENTIALITY & INTELLECTUAL PROPERTY

Termination by the Company

Staff Secure Ltd reserves the right to suspend or terminate the Employer's access to the Platform, in whole or in part, with immediate effect and without refund, if the Employer:

- a) fails to make any required payment;
- b) breaches any provision of this Agreement;
- c) misuses the Platform or engages in prohibited conduct;
- d) provides false, misleading, or fraudulent information; or
- e) engages in conduct that may harm the Company's reputation, systems, or legal standing.

Termination under this clause does not relieve the Employer from its payment obligations for the remainder of the Subscription Term.

Termination by the Employer

The Employer may terminate the Agreement only by providing written notice no less than **two (2) months** before the end of the current Subscription Term. Termination outside the permitted Notice Period shall not prevent automatic renewal, nor release the Employer from financial responsibility for the subsequent Subscription Term. The Employer's failure to use the Platform does not constitute valid termination.

Confidentiality

Both parties agree to maintain strict confidentiality over all non-public information exchanged during the term of this Agreement. Such information includes, but is not limited to, business data, Worker documentation, operational methods, system architecture, pricing, internal communications, and Platform analytics. Confidential information shall not be disclosed to any third party except where required by law or with prior written consent from the disclosing party. This obligation survives termination of the Agreement.

Intellectual Property Rights

All intellectual property rights—including copyrights, trademarks, trade names, software code, system architecture, text, graphics, design elements, dashboard layouts, and any proprietary technologies—belong exclusively to Staff Secure Ltd. The Employer receives a limited, non-exclusive, non-transferable licence to use the Platform solely for internal business purposes. No part of the Platform may be reproduced, distributed, reverse-engineered, or exploited for commercial gain. Any attempt to replicate or create derivative works from the Platform is strictly prohibited and may result in legal action.

GOVERNING LAW, DISPUTE RESOLUTION & FINAL LEGAL PROVISIONS

Governing Law and Jurisdiction

This Agreement and all disputes arising from it shall be governed and interpreted exclusively in accordance with the **laws of England and Wales**. Both parties irrevocably agree that the courts of England and Wales shall have sole jurisdiction over any claim, dispute, or legal proceeding arising from or relating to this Agreement, regardless of the Employer's location or place of business.

Dispute Resolution

before initiating any formal legal proceedings, both parties agree to attempt to resolve disputes amicably through good-faith negotiations. Where reasonable, the parties may participate in mediation or alternative dispute resolution ("ADR"). Failure to resolve disputes informally does not prevent either party from exercising its legal rights.

Force Majeure

The Company shall not be liable for any delay or failure to perform its obligations caused by circumstances beyond its reasonable control, including but not limited to system failures, cyber-attacks, server outages, natural disasters, strikes, governmental restrictions, or loss of third-party services. During such events, Services may be temporarily suspended without liability.

Assignment and Subcontracting

The Employer may not assign, transfer, or delegate any rights or obligations under this Agreement without the prior written consent of the Company. Staff Secure Ltd may subcontract or assign certain administrative tasks to trusted service providers, provided that such delegation does not diminish the Company's responsibilities under this Agreement.

Entire Agreement

This Agreement constitutes the **entire understanding** between the parties concerning

the provision of HR management services and supersedes all prior discussions, proposals, negotiations, or representations, whether written or oral. No amendment to this Agreement shall be valid unless made in writing and signed by both parties.

Severability

If any provision of this Agreement is deemed invalid or unenforceable, the remaining provisions shall remain in full force and effect. Any unenforceable clause shall be interpreted in a manner consistent with the original intent of the parties and applicable law.

Notices

All legal notices under this Agreement must be submitted in writing and delivered to Staff Secure Ltd at the address listed in Section 1, or sent via an approved electronic method specified on the Platform.