

## Parties to this Agreement

*IntroEase acts solely as an introductory service; it does not operate as an employment agency or employment business. Clients contract directly with self-employed carers.*

IntroEase Limited (“IntroEase” “we” “us” or “our”) is pleased to make the Services, as and Conditions of Services (referred to as “Agreement”) are a legal contract between an individual using the Services (“You” “Customer” or “Care Recipient”) and IntroEase.

## DEFINITIONS

*Agreement* means this Agreement, including these terms and conditions, Terms of Use of the IntroEase Platform, and IntroEase Privacy Policy as updated from time to time.

*Booking Fee* portion of Placement Rate retained by IntroEase, equivalent to the difference between Placement Rate and Services Fee.

*Care Appraisal or Care Assessment* means the document containing information completed by the Customer for and on behalf of the Care Recipient, detailing the level of care support required from ICP, and Care Recipient’s medical conditions, medication and any other needs reflected in the provision of care by ICP on the Placement.

*Care Plan* means the plan of Placement care to be provided by the ICP during the Placement, and to be agreed between the ICP, Customer and Care Recipient.  
*Care Recipient* means the recipient of care on any Placement.

*Customer* means someone who accesses the IntroEase Platform online or offline method to engage with ICPs to attend a Placement.

*IntroEase* means IntroEase LTD.

*IntroEase Platform* means the web-based, mobile application-based portal and offline through which Customers may connect with ICPs to arrange a Placement.

*Effective Date of Termination* means fourteen (14) days after the Termination Notice has been served on the receiving Party, or such other date as provided for in this Agreement.

*Feedback* means information requested from the Customer by IntroEase regarding the provision of the Services.

*Fees* means the ICP Placement Rate due by You to IntroEase.

*ICP* means Independent Care Professional, someone who provides the care during a Placement.

*Live in Care* means a Placement where an ICP resides with the Customer or Care Recipient for the duration of the Placement.

*Live out Care* means a Placement where the ICP resides elsewhere, other than the Customer or the Care Recipient's home, for the duration of the Placement,

*Notice* means all notices, requests, consents, claims, demands, waivers and other communications included in this Agreement.

*Notice Period* means fourteen (14) days for both Parties, unless material breach of this Agreement.

*Personal Data* means any information relating to an identified or identifiable natural person. Placement means in-home care provided by ICPs.

*Client pays the ICP* (via the IntroEase payments platform); IntroEase retains a booking/platform fee.

*Privacy Policy* means the document published on the Site and updated from time to time.

*IntroEase Hub* means IntroEase's ICP mobile application.

*Site* means the website operated by IntroEase and currently located at [www.IntroEase.co.uk](http://www.IntroEase.co.uk), as it may be updated, relocated, or otherwise modified from time to time, and includes any and all information, text, images, and other materials and content appearing on or incorporated into that website

*Services* means access to the Site or any other website, networks, embeddable widgets, downloadable software, mobile applications including tablet computer applications (each 'App'), features, messages such as emails that we may send You, and any other Services, whether online or offline, owned or operated for or on behalf of IntroEase from time to time.

*Services Fee* means the fee to which ICP becomes entitled upon completion of any Placement.

*Terms* means these terms and conditions, this Agreement, and any IntroEase terms and conditions as updated from time to time on IntroEase's Site, or other platforms which govern Your use of the Services.

*You* means You, the Customer (individual or LTD company), contracting with IntroEase and providing the care on any Placement or arranging a placement for someone.

By accessing or using the Services, You agree and confirm:

- that You have read, understood, and agree to be bound by this Agreement and any IntroEase Terms and Conditions of Services (the "Terms" or "Terms and Conditions of Services") as updated from time to time on the Site or other platforms, which govern Your use of the Services.
- that You will only use the App and the Services only as set forth in this Agreement;
- acknowledge that You have read and understood the content of our privacy policy (available at: [www.introease.co.uk](http://www.introease.co.uk)), as updated from time to time;
- that You have the authority to act on behalf of any Care recipient, if You are not the Care recipient, either by way of stated written consent from the Care Recipient, or power of attorney, or by other relevant and current Court order;
- that You will do nothing to induce, entice or procure any ICP to work for You or the Care Recipient directly or indirectly as a result of any Placement, either before, during or after the Placement has been undertaken by ICP. If You do so engage the ICP, You agree to pay IntroEase a sum not exceeding six (6) months' payments of Placement Rate applicable to that Placement undertaken by that ICP.

## 1. Terms Governing Services Use

Your access to and use of the Services is expressly conditional on Your agreement to, and compliance with, this Agreement. You agree that by browsing, clicking in, or accessing the IntroEase Site in any way, that You have read these Terms and Conditions, and agree to be bound by them.

## 2. The IntroEase Services

- 2.1 IntroEase Services is a platform online and offline for connecting persons who are looking to engage self-employed independent care professionals (ICPs) to provide in-home care (each a “Placement”), and ICPs who are part of IntroEase’s network ICPs who may be available to perform such Placement. IntroEase checks the backgrounds of each ICP via third party background check Services; however, IntroEase does not guarantee or warrant, and makes no representations regarding the reliability, quality or suitability of such ICPs. It is the sole responsibility of each ICP, and not IntroEase, to determine whether they are qualified and capable of completing a particular Placement. It is the sole responsibility of each Customer/Client to ensure that they are satisfied with the suitability, qualifications and capability of each ICP for each Placement, including checking any ICP’s Right to Work documentation which will be made available to You on request by IntroEase. When You book a Placement or deal with an ICP, You should ensure that You agree to use common sense and caution to ensure protection of personal property and safety, including by supervising ICPs as You would supervise anyone who provided a Services to You that You did not know.

IntroEase provides a platform for self-employed carers to find and work with clients and vice versa. It also provides tools that allow them to work together, which include, but are not limited to:

- An online and offline database of self-employed carers, and their profile and availability

In accordance with CQC guidance, IntroEase is classified as an ‘introductory service’. IntroEase does not:

- Supply carers to clients.
- Employ carers.
- Act as an employment or care agency.
- Make changes to the care plan.
- Exercise control over the pricing or delivery of care.

*During any Placement, the ICP works directly for You.*

## LIVE IN CARE

2.2 Live-in ICPs have various rights pursuant to the law, and You hereby agree to provide each ICP

2.2.1 should ensure reasonable daily rest breaks, typically ~2 hours, subject to safe care needs. At the request of the ICP, it is permissible for these breaks to be banked to provide a longer individual break, but the minimum duration is 14 hours over 7 days; and

2.2.2 sanitary living conditions must include (i) a separate bedroom and suitable bathing and toilet facilities; (ii) clean bedding and (iii) provision of ample food. In respect of (iii), we recommend a minimum sum of between (£55) per week for the cost of the ICP's food.

## General Terms of Service;

2.3 Eligibility to use the services; representations and warranties

By registering and using the service you confirm that:

- all the information provided by you is correct and accurate.
- you accept and will abide by our terms and conditions.
- you accept and will abide by Client-Carer Contract.
- you have the right to form legally binding contracts under UK law and are over 18 years old.

## 3. Fees

3.1 When You make a Placement booking, IntroEase will help facilitate the Placement by providing an account mechanism for paying ICP Placement fees ("Fees"). Fees are non-refundable (unless You provide IntroEase with a minimum of 24 hours' notice before the Placement is due to start) and will be charged to You in accordance with IntroEase's pricing schedule, which IntroEase may update from time to time, and payable to IntroEase.

You may also be informed by IntroEase of any changes made to the amount or basis of any payments due by You from time to time. You are liable for any and all taxes (other than taxes based on IntroEase's income) related to the Placement performed by ICPs, apart from ICP's own income tax accountability, which is met directly by each ICP.

- 3.2 IntroEase will charge You for Placements through Stripe via bank transfer or credit card. If You pay any applicable Fees with a credit card, IntroEase may seek pre-authorization of Your credit card account prior to the Placement starting to verify that the credit card is valid and has the necessary funds or credit available to cover Your requested Placement
- 3.3 You agree to IntroEase authorising any designated credit card, or debit card, or other payment method or account to pay any Fees described herein and authorise IntroEase to charge all sums updated information regarding Your designated credit card and account or upon IntroEase's request and any time the information earlier provided is no longer valid.
- 3.4 You are responsible for ensuring all billing and contact details are up to date to ensure invoices sent by IntroEase are accurate, and payments received by IntroEase are on time, with no delay.
- 3.5 IntroEase reserves the right to charge You an additional administration fee of £25 if the payment details You have provided become out of date, and You have not provided IntroEase with new payment details within 5 working days, or immediately upon request by IntroEase.
- 3.6 You agree that You will pay all and any invoices received from IntroEase within 24 hours after receipt of any invoice. A late fee will be applied which is £5 a day.
- 3.7 IntroEase will charge for all placements, including situations where a carer leaves without notice. Charges will apply for the period during which the carer provided services to the client, up until their departure.
- 3.8 IntroEase charges a placement fee, which include booking fee and a service fee. IntroEase reserves the right to alter the terms of its commission structure at any time, including the addition of any changes it sees fit to impose to ensure the continued delivery of its services. Any change will be made clear to you at the time of purchase.

- 3.9 IntroEase does not charge VAT on the services (service fee) provided by self-employed carers, however, we do charge 20% VAT on the booking Fee we take for services provided, which is paid for out of placement fee, except where further client charges apply, so is not added to the agreed carer service fee.
- 3.10 You agree that You are strictly prohibited from discussing any matters relating to payments, fees, or invoicing with the ICP's. Any such conduct will constitute a breach of the Terms and Conditions. Where IntroEase becomes aware of any such discussions, it reserves the right to remove the company and the ICP from the platform. All communications regarding these matters must be directed exclusively at IntroEase.

#### **4. Cancellation of Assignments**

- 4.1 If the Client wishes to terminate an assignment after the ICP has commenced, the Client must provide IntroEase Ltd with a minimum of seven (7) days' written notice. All fees due up to and including the termination date, together with any outstanding fees already incurred, shall remain payable in full. Where the Client requests that an applicant be placed on hold or reserved, an additional daily charge will apply at the agreed assignment rate.
- 4.2 If the Client confirms an assignment and subsequently cancels it before the ICP has commenced, a cancellation fee of £150 will be payable where less than 24 hours' notice is given. No cancellation fee will apply where more than 24 hours' notice is provided.
- 4.3 If the Client cancels an assignment after the applicant has commenced work without providing the minimum notice period specified in clause 4.1, the Client shall be liable to pay a cancellation fee of £150, together with any additional expenses incurred by IntroEase Ltd and/or the applicant, in addition to any outstanding agency fees already accrued.

#### **5. SMS and other Messaging or Emailing**

- 5.1 When You sign up for the Services, You agree that IntroEase may send You SMS Messages in order to confirm Your phone number or keep You informed about Your Placement and the Services the ICP may be performing for You.

Depending on Your current phone carrier plan, You may incur Fees for these SMS Messages and agree to not hold the Company liable for any Fees incurred.

5.2. You also agree that IntroEase may send You emails and other electronic messages by any other means to keep You up to date on the Placement and ICP, including indicating when IntroEase has been informed that an ICP will not be able to attend any Placement.

5.3 You may at any stage opt out of receiving emails, SMS, and other messages. Please note that by doing so, this may have an effect on the Services You receive from IntroEase: if You wish to opt out, please do so by contacting [admin@IntroEase.co.uk](mailto:admin@IntroEase.co.uk)

## 6. Feedback

6.1 As and when requested to do so, You agree to provide IntroEase with any information requested by IntroEase regarding the provision of the Services, including reports of failures, errors, or other malfunctions You encounter on the Services along with any associated error messages (the "Feedback").

6.2 Feedback provided to IntroEase may be used by IntroEase to improve the Services in any way IntroEase chooses, including sharing the Feedback with other third parties and associates or affiliates of IntroEase, without limitation.

6.3 In addition, You agree to provide IntroEase with a complete Care Appraisal at the beginning of the Placement, in order to allow IntroEase to identify prospective ICP's, and to ensure current Placements can be undertaken.

6.4 You agree to update the Care Appraisal on a regular basis, dependent on Your care needs, and at a minimum on a 4-weekly basis. Your ICP may from time-to-time request that You update the Care Appraisal to reflect the Care Recipient's needs.

6.5 You agree to IntroEase using any Feedback You provide for reports, marketing or advertising purposes, which Feedback shall only be used in an anonymous form, unless your specific agreement has been sought to do otherwise.

## 7. Privacy

We take Your privacy seriously. For details about how IntroEase uses Your personal data please refer to: <https://introease.co.uk/>. To ensure We have Your most up to date personal data, You agree to provide us with regular updates to any personal data we hold about You.

## 8. Notifications

- 8.1 We may provide notices to You either by posting them on the Site or by email or by other delivery Services to the address You provided when You registered for an account. All notices are effective upon posting or when sent.
- 8.2 Additionally, we may modify these Terms and/or our Privacy Policy at any time by posting the modified version on the Site or by sending You a copy by email. Please check the Terms periodically for any changes. By continuing to access or use the Services after we have made any such modifications, You agree to be bound by these modified Terms of Services or Privacy Policy (as applicable), which become effective immediately upon being posted to the Site.

## 9. Insurance

- 9.1 It is for You to ensure that Your business, any household and/or motor insurance provide sufficient cover for You and the ICP during any Placement.
- 9.2 It is for You to ensure that any ICP attending the Placement has the correct and any additional insurance as required by You.

## 10. General Prohibitions

You agree not to do or attempt (or request that any third party do or attempt) any of the following during or in connection with Yours (theirs, or anyone's) use of the Services:

1. circumvent or attempt to circumvent any access or use restrictions, data encryption, or content protection related to the Services;
2. engage in spidering, screen scraping, database scraping, harvesting of e-mail addresses, wireless addresses, content available through the Services, including Content, other contact or personal information, or any other automatic means of obtaining lists of users or other information from or through the Services, including without limitation any information residing on any server or database connected to the Services;
3. copy, modify or distribute the computer code used to generate web pages on the Services (other than as may be expressly permitted under a separate license agreement);

4. access, tamper with, or use non-public areas of the Services, our computer systems, or the technical delivery systems of our providers;
5. probe, scan or test the vulnerability of any system or network or breach any security or authentication measures;
6. access or search the Services with any engine, software, tool, agent, device or mechanism other than the software and/or search agents provided by IntroEase or other generally available third party web browsers;
7. send unsolicited email, bulk email, junk mail, spam or chain letters, or promotions or advertisements for products or Services, including without limitation those which are designed to promote, directly or indirectly, a product or Services with which You have a business relationship or other commercial connection;
8. in any way use the Services to send altered, deceptive or false source-identifying information;
9. decipher, decompile, disassemble or reverse engineer any of the software used to provide the Services;
10. interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming or mail-bombing the Site or the Services;
11. impersonate or misrepresent Your affiliation with, or Your lack of affiliation with, any person or entity;
12. use the Service in violation of IntroEase's or any third party's intellectual property or other proprietary or legal rights;
13. use the Service in violation of any applicable law or request that an ICP provides a Service which would violate applicable law; or
14. upload, post, email, transmit, or otherwise make available materials that infringe or misappropriate any patent, trademark, trade secret, copyright or other proprietary rights of any party;

15. induce, entice or otherwise encourage (or allow anyone on your behalf to induce, entice, or otherwise encourage) any ICP to leave IntroEase Services or IntroEase Platform and work directly with You, the Care Recipient, anyone on your or their behalf, or any related third party.

## **11. Termination, Discontinuation and Modification of the Services**

### **Termination By IntroEase**

- 11.1 If you violate any of the Agreement Terms, your permission to use the Services will automatically terminate with immediate effect.
- 11.2 You also agree that IntroEase may, at any time and without notice to You, suspend or revoke Your access to and use of the Services, and any account(s) You may have in connection with the Services: (i) for any reason or no reason at all; (ii) where IntroEase determines at our sole discretion that such action is reasonable in order to comply with legal requirements or to protect the rights or interests of the IntroEase or any third party; or (iii) in connection with any general discontinuation of the Services. We also reserve the right to modify the Services at any time without notice to You.
- 11.3 Please note, that whilst the matter remains at IntroEase's sole discretion, IntroEase is likely to terminate this Agreement, and reserves its rights to do so, if You fail or delay to make payments of 2 invoices in succession; fail or delay to make payment for a period of 2 weeks or more; or over a period of 6 months prior to termination, the account held by You has fallen into arrears on more than 2 occasions.
- 11.4 Notification will be made by Notice by IntroEase to You at the email address provided by You and/or by letter by Royal Mail.
- 11.5 IntroEase will have no liability whatsoever as a result of any change to the Services or any suspension or revocation of Your access to or use of the Services.

### **Termination By You**

- 11.6 You may terminate this Agreement, and Your account with IntroEase, at any time by contacting customer Services at [admin@IntroEase.co.uk](mailto:admin@IntroEase.co.uk), providing IntroEase with a minimum of 14 days' notice of Your intention to do so. Any termination made by You without providing the minimum notice, may incur a financial penalty over any costs incurred by ICP in the Placement, and You will be liable for all sums due up to and including the date of termination.

- 11.7 If You choose to cancel the Services, You are still liable to IntroEase for payment of all Services undertaken or due to be undertaken by IntroEase or the ICP on Your behalf.
- 11.8 IntroEase reserves the right to charge You (at its sole discretion) in full for all and any part of the Services undertaken on Your behalf for the whole of the Notice Period. Such Notice Period charges will be added to Your final invoice and will be due and payable by You in full within 7 days after the last day of the Notice period, or within 7 days of the last day of the provision of the Services, whichever is sooner.
- 11.9 If You choose to engage any ICP directly (in contravention of the Terms of this Agreement) You become immediately liable to IntroEase for the Fees equal to six(6) months' Fees for the ICP's Placement with You or any other Customer or Care Recipient.

## **12. Indemnity**

You agree that You or/and your business will be personally or/and commercially responsible for Your use of the Services, and You agree to defend, indemnify and hold harmless IntroEase and its officers, directors, employees, consultants, affiliates, subsidiaries and agents from and against any and all claims, liabilities, damages, losses and expenses, including reasonable solicitors' and accounting fees and costs, arising out of the use of the Services by You, the Care Recipient, or anyone on Your or their behalf.

We reserve the right, at our own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by You, and in such case, You agree to cooperate with our defence of such claim. You will not, in any event, settle any claim, prospective, litigated, or other related matter without our written consent.

## **13. Use or the Services is Entirely At Your Risk**

- 13.1 You expressly understand and agree that Your use of the Services is at Your sole risk and that the Services is provided "as is" and "as available". IntroEase expressly excludes all warranties and conditions, (whether implied by statute, common law or otherwise and including any warranty as to fitness for purpose and satisfactory quality, and non-infringement) to the maximum extent permitted by law.

13.2 When You use the Services to request and have an ICP perform a Placement, You understand and acknowledge that no ICP has any authority to make any amendments to this Agreement and that any statements, representations, or warranties made by an ICP or any third party are disclaimed by IntroEase and do not expand or otherwise modify this Agreement. IntroEase makes no representation or warranty regarding the identity, quality, reliability, safety, completeness, or fitness of ICP.

13.3 Once any Placement starts, the ICP engaged in that Placement worked directly for, and under the direction of, You.

#### **14. Limitation of Liability and Release**

14.1 To the extent permitted by applicable law, IntroEase will not be liable to You in connection with IntroEase's performance under this Agreement, including (but not limited to) liability for loss of profits and other consequential losses.

14.2 IntroEase's liability to You in respect of the Services or any Placement will not exceed the total price paid by You for the Placement, whether such cause of action is brought in contract, tort, warranty or otherwise.

14.3 Except in the case of death or personal injury caused by IntroEase's negligence, IntroEase's liability under or in connection with this Agreement whether arising in contract, tort, negligence, breach of statutory duty or otherwise howsoever shall not exceed the level of any Fees paid by You to the Company in the last six months under these Terms and Conditions.

14.4 Neither Party shall be liable to the other Party in contract, tort, negligence, breach of statutory duty, nor otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by that other Party of an indirect or consequential nature including without limitation any economic loss or other loss of turnover, profits, business or goodwill.

14.5 The limitations of damages set forth above are fundamental elements of the basis of the bargain between IntroEase and You.

14.6 Nothing in this Agreement shall limit any rights You might have as a consumer or other statutory rights that may not be excluded by law, nor exclude or limit our liability to You for any death or personal injury resulting from our negligence.

**15. General**

- 15.1 This Agreement, together with the Privacy Policy constitutes the entire and exclusive understanding and agreement between You and IntroEase regarding Your use of and access to the Services, and except as expressly permitted above may only be amended by a written agreement signed by or on behalf of each Party.
- 15.2 You may not assign or transfer the Agreement or Your rights hereunder, in whole or in part, by operation of law or otherwise, without our prior written consent from IntroEase. IntroEase may assign the Agreement at any time without notice.
- 15.3 In the event that any part of the Agreement is held to be invalid or unenforceable, the unenforceable part shall be given effect to the greatest extent possible, and the remaining parts will remain in full force and effect.

**16. Events beyond IntroEase's control**

IntroEase shall have no liability to You for any failure of the ICPs to perform the Placement You have ordered, or any delay in doing so that may be caused by an event or circumstance beyond our reasonable control including, without limitation, strikes, lock-outs and other industrial disputes, breakdown of systems or network access, flood, fire, explosion, acts of terrorism or accident.

**17. Complaints Policy**

IntroEase is committed to learning from mistakes and improving our service for both current and future customers and carers. We aim to respond to issues raised within 72 hours and investigate every matter referred and take appropriate action where necessary. This included referring incidents to the correct authorities, where they are better placed to mediate and manage any past action, in line with CQC expectations. If you have concerns regarding the performance, behavior or competence of a professional or carer, we will investigate the matter and take proportionate action, at IntroEase absolute discretion, ranging from feedback to account suspension. We will also endeavour to find a replacement carer where at all possible.

Where there is a disagreement between the client and the self-employed carer, they may raise it with IntroEase. This will trigger our issue management process, where IntroEase will examine the evidence provided by both sides and the data contained within our systems, to attempt to come to as fair a resolution as possible. This data includes chat logs, visit reports and client and carer behavior history.

IntroEase reserves the right, at its absolute discretion, to defer payment in escrow, reimburse or cease contractual payments at any time. We offer no guarantee that, when an issue is raised, that clients or carers will be reimbursed or paid.

To start the issue management process, an issue must be raised to IntroEase within 5 working days.

## 18. Safeguarding Policy

IntroEase LTD takes the safety of all parties using IntroEase extremely seriously and requires carers to comply with all relevant legislation including the Care Act 2010, the Mental Capacity Act 2005 and the Safeguarding of Vulnerable Adults Act. In instances where we deem a “vulnerable” adult is at risk of exploitation or any type of harm and we have received evidence to indicate this the case, we will comply with this legislation and refer the relevant parties to the nearest Local Authority’s Adult Safeguarding Team.

Although IntroEase does not directly provide care, we take our duties as a responsible organisation seriously and will endeavour to ensure a duty of care to all participants on the platform.

In instances where there is evidence to suggest that a client may not be able to safely and competently use our services, and in cases where evidence has been provided that states the client has committed any offence, or has placed a career in danger, we reserve the right at our absolute discretion to limit access to the platform on a temporary or permanent basis.

## 19. Fake Visits

Booking in fake or dummy visits is strictly prohibited due to the confusion they cause and the risk that arises from such confusion. IntroEase does not accept any liability for these visits.

**20. Risks of introductory service**

You agree that you understand the risks involved in participating in an introductory service (which, for the avoidance of doubt, is not an employment agency or employment business under the Employment Agencies Act 1973) and you hereby waive any rights to claims for damages from IntroEase about the service.

**21. Taking carers off the platform**

You are prohibited from taking carers off the platform (off platforming), to work with separately. This includes passing carers onto others, who then fail to book them through the IntroEase platform. You agree that requesting that carers to work off the platform also violates this policy.

We don't encourage you to take our carers off the platform, to work with you separately because:

- You will have no way of knowing if they have committed a crime recently
- They won't be insured
- Booking and managing visits will be difficult
- You will have to pay them in cash
- You won't have anyone to turn to when something goes wrong

However, we do facilitate this. When you choose to take carers straight off the platform or through IntroEase database, we charge a one-off "off platforming" fee of £2,500. No rebate is available in this case.

If you have worked with your carer for over 12 months, via the IntroEase platform this fee is reduced to £1,250. No rebate is available in this case.

In the event of non-payment of the designated 'off platforming' fee, you agree to pay liquidated damages to IntroEase. Recognising the inherent difficulty in precisely quantifying such damages, this sum is determined as a bona fide pre-estimate of loss, and not as a punitive measure. Consequently, you shall be liable to pay £5,000 in liquidated damages, for each individual act of off platforming. It is expressly understood that this liability applies on a per instance basis; thus, should the undersigned party engage in multiple separate instances of off platforming with different carers, each instance shall independently attract its corresponding liquidated damages, cumulatively amounting to multiple liabilities as incurred.

In addition, your account will be terminated.

We ensure compliance in a number of ways:

1. We have carers accounts that test possible circumvention
2. We pay carer to test, collect evidence and tell us about attempted circumvention
3. We use Private Investigators where we suspect circumvention
4. Other online means, as available to us

We retain the right to prosecute in perpetuity.

## **22. Non-solicitation Clause**

You are prohibited from directly engaging any carer introduced to you by IntroEase for the purpose of providing care services outside of the IntroEase platform without prior written consent from IntroEase. This restriction applies for a period of 12 months from the date of introduction of the carer to you. This clause is intended to protect IntroEase' legitimate business interests, including client relationships and confidential information.

By using the IntroEase platform, you agree to adhere to this non-solicitation clause and understand the potential consequences of breaching this agreement.

## **23. Feedback and customer reviews**

You are asked to feedback on your care experience, which will affect each carer's ranking on IntroEase. Feedback should be provided honestly, and you must not attempt to falsify, manipulate or coerce a carer by threatening negative feedback. Any attempts of a carer to influence you in your feedback on them or any attempt to change your opinion unduly should be reported to us. This is for your safety. We reserve the right to remove any defamatory, abusive or offensive feedback at our discretion but are not obliged to do so. You agree to provide an exclusive and perpetual right for IntroEase to publish these reviews.

**24. Miscellaneous**

Except for our affiliates, directors, employees or representatives, a person who is not a Party to the Agreement shall have no rights under the Contract (Rights of Third Parties) Act 1999 ("Act") to enforce any time. This does not affect any right to remedy of any person which exists or is available otherwise then pursuant to that Act.

**25. Governing Law**

This Agreement shall be governed by the laws of England and Wales and Parties agree to exclusive jurisdiction of the courts of England and Wales.

**26. Permitted Use**

You are not permitted to use the service, other than for the following, private, non-commercial purposes

- Viewing the website
- Sending genuine inquiries to carers regarding the use of their services for your own or a care recipient's care needs.
- making/reviewing/changing bookings.
- Checking carer feedback and care plan status.
- Changing personal information such as billing information and the care plan.
- Communicating with IntroEase representatives by phone, email to arrange bookings, seek advice or activate a dispute resolution request.

The use of automated systems, manual copying or software to extract data from the website for commercial purposes is prohibited unless the third party has been awarded a written licence by IntroEase. Any breach of these terms renders the user liable for damages, to be determined in the local jurisdiction.

**27. Agreement of Parties**

Please note that these Terms and conditions may be changed by IntroEase at any time, and at IntroEase's sole discretion. IntroEase will either inform You of those changes by email, or will post any changes to these Terms on IntroEase's Site, or both.

Once the Terms have been made available and intimated to You, they will become immediately effective, and Your contract with IntroEase will be based on those updated Terms.

By using IntroEase's products and services You are hereby agreeing to IntroEase's Terms and to this Agreement. You are confirming Your agreement to form a binding contract with IntroEase to provide the Services as described to You

