

AGREEMENT BETWEEN THE PR CAVALRY AND END USER CLIENTS (BUYERS OF FREELANCE SERVICES THROUGH THE PR CAVALRY)

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE REGISTERING TO USE THIS SITE

Who we are and how to contact us

www.prcavalry.com is a site operated by PR Cavalry Limited ("We"). We are registered in England and Wales under company number 10599040 and have our registered office at Wood Barn Farm, Birtle Road, Bury, BL9 6UU. Our main trading address is The Union Building, Brazenose Street, Manchester. Our VAT number is 116506829.

We are a limited company.

To contact us, please email hello@prcavalry.com or call us on 0330 223 4454.

By using and registering with our site (www.cavalry.com) you (taken to mean you or anyone employed by the company or organisation you represent) accept these terms

By using and registering with our site, you confirm that you accept these terms of use and that you agree to comply with them.

If you do not agree to these terms, you must not use our site.

We recommend that you print a copy of these terms for future reference.

There are other terms that may apply to you

These terms of use refer to the following additional terms, which also apply to your use of our site:

- Our Privacy Policy <https://www.prcavalry.com/Home/Termsandconditions>

Further obligations

By registering with the site and prior to work with a freelancer to whom you have been introduced through the site commencing, you agree to upload to the site the contract that is agreed between you and the freelancer, together with any subsequent agreed changes to that contract.

The contract for the provision of services is at all times between you and the freelancer.

You agree to pay the freelancer's fees only into The PR Cavalry client account (as detailed on invoices from the freelancer). Where the project requires the purchase by the freelancer of good and/or services on your behalf, these are invoiced separate to the fees by the freelancer.

You further agree not contact any freelancer introduced to you via the site other than via the

The PR Cavalry Client Terms and Conditions

messaging hub section of the site, whether in relation to any relevant Contract entered into between you and a freelancer or in respect of any other matter.

You further agree not to engage, directly or indirectly, any freelancer to whom you have been introduced via the site (or any entity connected with such a freelancer) otherwise than via the site or with our prior written consent.

BUY OUT CONDITION: You agree that you MAY transact projects outside of the site with freelancers identified through the site, but only on the terms set forth in this Condition and subject to the approval of The PR Cavalry. If such transactions are commenced more than one (1) year after you first identify the freelancer through the site, then no fees or buyout provisions apply. If project services are rendered outside of the site less than one (1) year after the you identify the freelancer, payments for such services will not be subject to our commission, provided that you pay The PR Cavalry a "Buy-Out" fee in accordance with the procedure set forth below:

Prior to contracting outside of the site to receive services from a freelancer identified through The PR Cavalry site, you will notify The PR Cavalry in writing of your intent to pay the Buy-Out fee. Together with such notice, you will provide a good faith estimate of the then anticipated amount to be paid to the freelancer for such services during the fifty-two week period immediately following the date of such notice (or an annualised total of days, based on the days per week worked by the freelancer up to that point, whichever is the greater). Together with such notice, you authorise The PR Cavalry to invoice you forthwith, twenty percent (20%) + VAT of the good faith estimate described above, payable within 30 days of the invoice date.

We may make changes to these terms

We amend these terms from time to time. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time.

We may make changes to our site

We may update and change our site from time to time to reflect changes to our products, our users' needs and our business priorities.

We may suspend or withdraw our site

Our site is made available free of charge.

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

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

You must keep your account details safe

If you choose, or you are provided with as part of your registration process, a user identification code, password or any other piece of information as part of our registration and security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at hello@prcavalry.com

User-generated content is not approved by us

The site may include information and materials uploaded by other users of the site, including to the messaging hub, bulletin boards, chat rooms or similar. This information and these materials have not been verified or approved by us. The views expressed by other users on our site do not represent our views or values.

If you wish to complain about information and materials uploaded by other users please contact us on hello@prcavalry.com

Prohibited uses

You may use our site only for lawful purposes. You may not use our site:

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm minors in any way.
- To send, knowingly receive, upload, download, use or re-use any material, or make another posting on our website, which does not comply with our content standards set out below.
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of our site in contravention of the provisions of our terms of website use as set out in this document.
- Not to access without authority, interfere with, damage or disrupt:

The PR Cavalry Client Terms and Conditions

- any part of our site;
- any equipment or network on which our site is stored;
- any software used in the provision of our site; or
- any equipment or network or software owned or used by any third party.

Content standards

These content standards apply to any and all material which you contribute to our site (**Contribution**), and to any interactive services associated with it.

The Content Standards must be complied with in spirit as well as to the letter. The standards apply to each part of any Contribution as well as to its whole.

PR Cavalry will determine, in its discretion, whether a Contribution breaches the Content Standards set out in this section.

A Contribution must:

- Be accurate (where it states facts).
- Be genuinely held (where it states opinions).
- Comply with the law applicable in England and Wales and in any country from which it is posted.

A Contribution must not:

- Be defamatory of any person.
- Be obscene, offensive, hateful or inflammatory.
- Promote sexually explicit material.
- Promote violence.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any copyright, database right or trade mark of any other person.
- Be likely to deceive any person.
- Breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal activity.
- Be in contempt of court.
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person.
- Give the impression that the Contribution emanates from PR Cavalry, if this is not the case.

The PR Cavalry Client Terms and Conditions

- Advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse.
- Contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism.

Our responsibility for loss or damage suffered by you

- We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.
- We exclude all implied conditions, warranties, representations or other terms that may apply to our site or any content on it.
- We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
 - use of, or inability to use, our site;
 - use of or reliance on any content displayed on our site; or
 - work performed by, or services provided by, third parties to whom you are introduced via the website.
- In particular, we will not be liable for:
 - loss of profits, sales, business, or revenue;
 - business interruption;
 - loss of anticipated savings;
 - loss of business opportunity, goodwill or reputation; or
 - any indirect or consequential loss or damage.
- We make no representation as to the suitability of any freelancer for any project which you may post via the site and you are responsible for investigating the suitability of any freelancer for any particular project you may promote via the site. The selection of any freelancer by you for a particular project and the entering into of a Model Contract between you and any such freelancer is done so entirely at your own determination with no liability on our part.

How we may use your personal information

We will only use your personal information as set out in our privacy policy as described on our site.

Uploading content to our site

Whenever you make use of a feature that allows you to upload content to our site, or to make contact with other users of our site, you must comply with the content standards set out in the “Content Standards” section set out above.

You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

In respect of any content you upload to our site, you retain all of your ownership rights in your content, but you are required to grant us and other users of our site, including freelancers who may access any such content, a limited licence to use, store and copy that content for the purposes of matching any request for assistance from registered users with an appropriate freelancer and to allow the chosen freelancer to perform the necessary services under any contract they enter into with a registered user and the terms of the Model Contract. The rights you license to us are described in the *Rights you are giving us to use material you upload* section below.

We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy.

We have the right to remove any posting you make on our site if, in our opinion, your post does not comply with the “Content Standards” set out above.

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

Rights you are giving us to use material you upload

When you upload or post content to our site, you grant us the following rights to use that content:

- a licence for us to post that information on the site and make it available to freelancers who have registered to use the site to view such content and to pass on message between you and any freelancer you have contracted with via the messaging hub section of our website; and.
- a licence for freelancers registered with the site to download and view such content for the purposes of responding to your request for assistance and otherwise to use any such content in connection with the provision of services to you if you enter into a contract (in the form of the Model Contract) with any such freelancer.

We are not responsible for viruses and you must not introduce them

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

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

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain

The PR Cavalry Client Terms and Conditions

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

Which country's laws apply to any disputes?

These terms in respect of your registration with us and continued use of the site, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.