

CONTRACTOR TERMS OF ENGAGEMENT

PLEASE READ THESE TERMS CAREFULLY

1 INTRODUCTION

- 1.1 These terms (**Terms**) together with the Guidelines set out the agreement between you (**you**) and Accuro Transcription Solutions Limited, a limited liability company incorporated in England and Wales (with registered company number 7384107) with registered office address at Caledonian House, Tatton Street, Knutsford, Cheshire, WA16 6AG (**Accuro, us or we**) for:
- 1.1.1 the licence we grant to you within these Terms for the access and use of the Accuro Express computer software application (the **Software**) and any printed materials, online documents and audio recordings (the **Documents**); and
 - 1.1.2 your Engagement as a contractor, on a no-obligation and as required basis for the provision of transcribing and translation services via the Software (the **Services**).
- 1.2 By downloading the Software from this website you agree to these Terms and that you will comply with the same. If you do not agree to these Terms, we will not license the Software and Documents to you, and you must not start the download process nor proceed to use the Software and the Documents to provide your Services.
- 1.3 OPERATING SYSTEM REQUIREMENTS: THE SOFTWARE REQUIRES A COMPUTER WITH AT LEAST THE MINIMUM RAM AND CPU AS SPECIFIED FOR YOUR OPERATING SYSTEM BY MICROSOFT AND THE WINDOWS OPERATING SYSTEM VERSIONS 8.1 OR 10.
- 1.4 These Terms apply to all Services that you provide to Accuro to the exclusion of any other terms that you may seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2 GRANT AND SCOPE OF LICENCE

- 2.1 We license the use of the Software and Documents to you on the basis of these Terms. We do not sell the Software, Documents or Accuro Interface Documentation to you. We remain the owners of the Software, the Documents and the Accuro Interface Documentation at all times.
- 2.2 Subject to you complying with these Terms, we hereby grant to you a non-exclusive, non-transferable licence to use the Software, the Documents and the Accuro Interface Documentation in accordance with these Terms (the **Licence**).
- 2.3 Your use of the Software, Documents and Accuro Interface Documentation is limited to you:
- 2.3.1 downloading and installing the Software on one device which has an operating system that meets the operating system requirements set out above;
 - 2.3.2 accessing and using the Software, Documents and Accuro Interface Documentation to provide the Services only;
 - 2.3.3 subject to Condition 2.4, making up to two copies of the Software for back-up purposes only;
 - 2.3.4 receiving and using any free supplementary software code or updates to the Software which incorporate "patches" and corrections of errors as may be provided by us from time to time.

- 2.4 Except as expressly set out in these Terms or as permitted by any local law, you undertake:
- 2.4.1 not to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Accuro Interface, Accuro Interface Documentation, or Documents (as applicable) in any form or media or by any means except where such copying is incidental to the normal use of the Software, or where it is necessary for the purpose of back-up or operational security;
 - 2.4.2 not to license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Accuro Interface, Accuro Interface Documentation, the Software and/or the Documents available to any third party;
 - 2.4.3 not to make alterations to, or modifications of, the whole or any part of the Software, nor permit the Software or any part of it to be combined with, or become incorporated in, any other programs;
 - 2.4.4 not to disassemble, decompile, reverse-engineer or otherwise reduce to human-perceivable form or create derivative works based on the whole or any part of the Software and/or the Accuro Interface nor attempt to do any such thing except to the extent that (by virtue of section 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the Software with another software program, and provided that the information obtained by you during such activities:
 - (a) is used only for the purpose of achieving inter-operability of the Software with another software program;
 - (b) is not unnecessarily disclosed or communicated without our prior written consent to any third party;
 - (c) is not used to create any software which is substantially similar to the Software;
 - 2.4.5 to keep all copies of the Software secure and to maintain accurate and up-to-date records of the number and locations of all copies of the Software;
 - 2.4.6 to supervise and control use of the Software and ensure that the Software is used in accordance with these Terms;
 - 2.4.7 to include our copyright notice on all entire and partial copies you make of the Software on any medium;
 - 2.4.8 not to provide or otherwise make available the Software in whole or in part (including but not limited to program listings, object and source program listings, object code and source code), in any form to any person without prior written consent from us; or
 - 2.4.9 not to access all or any part of the Accuro Interface, Accuro Interface Documentation, or Software in order to build a product or service which competes with the Accuro Interface, the Accuro Interface Documentation or Software.

3 THE SERVICES

- 3.1 By downloading a Document or commencing the provision of the Services (whichever is the earlier), your Engagement as a self-employed contractor shall commence. During your Engagement, you shall at all times:

- 3.1.1 perform the Services and deliver the Transcribed Documents to Accuro in accordance with the Service Levels;
 - 3.1.2 provide the Services with all due care, skill and ability and in accordance with good industry practice;
 - 3.1.3 use reasonable endeavours to provide such assistance or information as we may require relating to the Services;
 - 3.1.4 comply with all applicable laws and regulations relating to anti-bribery and anti-corruption in the UK including but not limited to the Bribery Act 2010.
- 3.2 If Accuro reasonably believes that the performance of the Services to be unsatisfactory, whether as a result of a breach of Conditions 3.1 or otherwise, and whether performed by you or a third party appointed by you in accordance with Condition 3.3, the Transcribed Document in question as provided by you must, at our discretion, either be corrected in your own time, but always within 24 hours of notification to you by us of such unsatisfactory performance of the Services, and at your own expense or be corrected by another transcriber, whereupon we may, at our discretion, refuse to pay you for your unsatisfactory performance of the Services. If you fail to correct a Transcribed Document in accordance with this Condition 3.2, we will not be liable to pay the Fee in respect of your performance of the Services in respect of such Transcribed Document.
- 3.3 You are under no obligation to perform the Services personally and may appoint a suitably qualified and skilled third party to perform the Services on your behalf (a **Substitute**) provided that you:
- 3.3.1 notify us that you intend to appoint a Substitute and ensure that such Substitute contacts us to allow us to ensure that such Substitute is suitably qualified and skilled to perform the Services on your behalf and to receive their own login credentials to login and access the Software. You acknowledge that must not share your own login credentials with any third party including a Substitute;
 - 3.3.2 sign a confidentiality agreement with the Substitute which must be on terms no less restrictive than those set out in Condition 12 and you provide a copy of such signed agreement to us;
 - 3.3.3 ensure that, and shall remain responsible for ensuring that, such Substitute performs the Services in accordance with the Service Levels (where relevant) and perform the Services and any other obligations placed on you under these Terms, at all times with due care, skill and ability and in accordance with good industry practice;
 - 3.3.4 ensure that the Substitute understands and complies with all the provisions of the Data Protection Legislation and enters into direct undertakings with us on terms substantially the same as those set out in Condition 12; and
 - 3.3.5 ensure that any work sent by you for transcription or translation Substitutes based outside the UK is to countries that comply with Condition 12 of these Terms.
- 3.4 You shall indemnify Accuro and hold Accuro harmless from and against all and any losses, damages (whether indirect, direct or consequential), costs, proceedings, claims and expenses which it may suffer or incur as a result of, or in connection with, your appointment of a Substitute.
- 3.5 Unless authorised to do so by Accuro in writing, you shall not:
- 3.5.1 have any authority to incur any expenditure in the name of or for the account of Accuro; or

3.5.2 hold yourself out as having authority to bind Accuro.

3.6 You undertake to Accuro not to:

3.6.1 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 of Accuro's computer software or hardware;

3.6.2 use the Services, Documents or Accuro Interface Documentation for unlawful purposes and in particular not to upload Transcribed Documents containing content which:

(a) contains any material which is obscene, offensive, hateful or inflammatory;

(b) promotes violence or sexually explicit material;

(c) promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;

(d) infringes any copyright, database right or trademark of any other person;

(e) is made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;

(f) promotes any illegal activity; or

(g) advocates, promotes or assists any unlawful act such as (by way of example only) copyright infringement or computer misuse.

3.6.3 directly or indirectly either during the course of an Engagement and for a period of 6 months following the end of an Engagement, make any contact with or otherwise seek the custom of any customer of Accuro that you have provided the Services for the benefit of such customer of Accuro.

4 WORK STATUS

4.1 It is a condition of your Engagement that you are registered with HM Revenue and Customs as self-employed.

4.2 The relationship of you to Accuro will be that of independent contractor and nothing in these Terms shall render you as an employee, worker, agent or partner of Accuro and you shall not hold yourself out as such.

4.3 These Terms constitute a contract for the provision of services, being in business on your own account, and not a contract of employment or the provision of personal services, and accordingly you shall be fully responsible for and shall indemnify Accuro for and in respect of:

4.3.1 any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the performance of the Services, where the recovery is not prohibited by law. You shall further indemnify Accuro against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by Accuro in connection with or in consequence of any such liability, deduction, contribution, assessment or claim; and

4.3.2 any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by you or any Substitute

you appoint to provide the Services, against Accuro arising out of or in connection with the provision of the Services.

- 4.4 Accuro may at its option satisfy the indemnity in Condition 4.3 (in whole or in part) by way of deduction from any payments due to you.

5 NO PROMISE OR GUARANTEE OF WORK

- 5.1 Nothing in these Terms creates any obligation for Accuro to provide any work to you. You confirm your understanding that Accuro makes no promise or guarantee of a minimum level of work and that you may work on a flexible “as required” basis. It is the intention of both Accuro and you that there be no mutuality of obligation between them at any time when you are not performing the Services.

- 5.2 It is entirely at Accuro’s discretion whether to offer you Documents and Accuro is under no obligation to provide Documents to you at any time. Accuro reserves the right to give or not give Documents to any person at any time and is under no obligation to give any reasons for such decisions.

- 5.3 Each time you login to the Software and download a Document in order to provide the Services it shall be treated as an entirely separate and severable Engagement. These Terms, as updated by Accuro from time to time, shall apply to each Engagement but there shall be no relationship between Accuro and you after the end of one Engagement and before the start of any subsequent Engagement.

- 5.4 The fact that you have previously provided Services to Accuro, on one or more occasions, shall not confer any legal rights on you, in particular, should not be regarded as establishing an entitlement to regular work or conferring continuity of employment.

6 ARRANGEMENTS FOR WORK

- 6.1 To receive Documents from us, you must advise Accuro of your availability via the Accuro Interface and in accordance with the Service Levels. Once you receive Documents from us, you may then perform the Services. If for any reason you are unable to complete the Services in accordance with the Service Levels, or at all, then you must immediately inform Accuro.

- 6.2 We reserve the right to terminate any Engagement at any time for operational reasons. You will be paid for all work done during that Engagement up to the time it is terminated.

7 PLACE OF WORK

- 7.1 During any Engagement you (and any Substitute) shall work from your own premises [or such other premises of your choosing] and use your own equipment. You shall be responsible for all costs and insurances relating to your work from your own premises.

8 USER ID

- 8.1 Accuro shall provide you with an ID to enable you to provide the Services. The ID must only be used by you and in accordance with these Terms.

- 8.2 You are responsible for ensuring that the IDs are kept secure. If you believe there has been a breach of the security such as the disclosure, theft or unauthorised use of the IDs, you must notify Accuro immediately by emailing enquiries@accuro.co.uk. If Accuro reasonably believes that the ID provided to you is being used in any way which is not permitted by these Terms, then Accuro reserves the right to suspend access to Accuro Interface, the Software and provision of the Services immediately on giving notice to you and to block access from that ID until the issue has been resolved.

9 INTELLECTUAL PROPERTY RIGHTS

- 9.1 **Intellectual Property Rights of the Software.** You acknowledge that all Intellectual Property Rights in the Software, the Documents and the Accuro Interface Documentation anywhere in the world belong to us, that rights in the Software, Documents and the Accuro Interface Documentation are licensed (not sold) to you, and that you have no rights in, or to, the Software, the Documents or the Accuro Interface Documentation other than the right to use them in accordance with these Terms.
- 9.2 You acknowledge that you have no right to have access to the Software in source code form or in unlocked coding or with comments.
- 9.3 The integrity of the Software is protected by technical protection measures (TPM) so that the Intellectual Property Rights, including copyright, in the Software are not misappropriated. You must not attempt in any way to remove or circumvent any such TPM, nor apply or manufacture for sale or hire, import, distribute, sell or let for hire, offer or expose for sale or hire, advertise for sale or hire or have in their possession for private or commercial purposes any means the sole intended purpose of which is to facilitate the unauthorised removal or circumvention of such TPM.
- 9.4 **Intellectual Property Rights of the Works.** In consideration of the fees we pay to you pursuant to Condition 3.2, you assign to Accuro all Intellectual Property Rights in the Works and all materials embodying these rights immediately upon their creation to the fullest extent permitted by law. Insofar as they do not vest automatically by operation of law or under these Terms, you hold the legal title in these rights and inventions on trust for Accuro.
- 9.5 You undertake to do all acts necessary to confirm that absolute title in all Intellectual Property Rights in the Works has passed, or will pass, to Accuro.
- 9.6 You warrant to Accuro that you:
- 9.6.1 have not given, and will not give, permission to any third party to use any of the Works, nor any of the Intellectual Property Rights in the Works;
 - 9.6.2 is unaware of any use by any third party of any of the Works or Intellectual Property Rights in the Works; and
 - 9.6.3 the use of the Works or the Intellectual Property Rights in the Works by Accuro will not infringe the rights of any third party.
- 9.7 You hereby waive any moral rights in the Works to which you are 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, including (but without limitation) the right to be identified, the right of integrity and the right against false attribution, and agrees not to institute, support, maintain or permit any action or claim to the effect that any treatment, exploitation or use of such Works or other materials infringes your moral rights.

10 PAYMENT

- 10.1 Accuro shall pay you the pre-agreed fee approved by Accuro in writing (plus any VAT, if

applicable). At the time of your enrolment with Accuro, you must provide Accuro with your standard fee that you intend to charge Accuro for your time. You may increase your standard fee by providing Accuro 7 days' notice in writing. You may also increase your fee for an individual Document received from Accuro if the Document is unusually difficult to transcribe or copy type (as applicable), provided you give immediate (and being not more than 24 hours' notice) to Accuro from time you download the Document. It will be in Accuro's sole and absolute discretion whether to accept any fee increase, and no fee increase shall apply (whether as to the standard fee or a specific increase for an unusually difficult file) unless Accuro has provided written confirmation to you. If Accuro does not agree a fee increase for a Document you consider is unusually difficult, then you will not be required to transcribe or copy type (as applicable) that Document, nor receive any payment for considering it. For the avoidance of doubt, any agreement by Accuro to increase a fee for a specific Document shall not mean Accuro has agreed that rate shall apply as the standard rate for any other Document that you provide your Services in relation to.

- 10.2 Within the first 5 working days of each month, Accuro shall submit to you an invoice detailing the Transcribed Documents that you have transcribed during the previous month. The invoice will record the date each dictation was uploaded by the customer, the name of the Document as it was allocated to you, the length of the dictation or, if copy typing, the number of words and your fee. You are paid for each Transcribed Document completed within the previous month of the date of the invoice.
- 10.3 You must submit your bank details on receipt of your first invoice and any subsequent changes to your bank details before the 20th of each month. If receipt of initial bank details or subsequent changes are notified to Accuro on or after the 20th of each month, the invoice will be processed as part of the following month's payment run and will not be processed mid-month.
- 10.4 You will inform Accuro before the 20th of each month on receipt of the invoice if you dispute the whole or any part of the invoice. Accuro will pay any amount which remains undisputed when it becomes due and the parties shall use their reasonable endeavours to agree any amount which remains in dispute.
- 10.5 Subject to Condition 3.2, in consideration of the provision of the Services during the Engagement, Accuro shall pay each invoice submitted in accordance with Condition 10.2 within the final week of the month in which the invoice is submitted to you.
- 10.6 Accuro shall be entitled to deduct from the fees (and any other sums) due to you any sums that you may owe to Accuro at any time.
- 10.7 Payment in full or in part of the fees claimed under Condition 10 shall be without prejudice to any claims or rights of Accuro against you in respect of the provision of the Services.
- 10.8 You shall bear all of your own expenses incurred in the course of the Engagement.

11 CONFIDENTIALITY AND AUDIT

- 11.1 You will not, during the Engagement or at any time thereafter except as specifically authorised by a director of Accuro, or obliged by law, use or disclose or attempt to use or disclose any confidential information which may come to your knowledge or be entrusted to you during the term of the Engagement.
- 11.2 For the purposes of this Condition 11, "confidential information" means any information (whether in written format which shall include email or text message, digital voice file format or otherwise) of a confidential or sensitive nature which is not generally in the public domain and shall without limitation include each of the following information: technical information, medical or legal information, personal data, client lists, supplier lists, costing information, studies, medical reports, login and password details for the Accuro Interface, agreements and other confidential information which is provided to you in connection with the agreement and

any other information concerning the organisation, business, business methods, systems or affairs, finances and transactions of Accuro or any customer of Accuro.

- 11.3 You agree with, and undertake, warrant and represent to, Accuro that:
- 11.3.1 every computer you use to produce Transcribed Documents has had both suitable recognised firewall and anti-virus software installed and that these are updated on not less than a monthly basis;
 - 11.3.2 if you receive any files or documents outside of the Accuro Interface (as defined in Condition 11.5) then you will permanently delete them and associated documents transcribed on behalf of Accuro from your computer within seven days of the relevant Transcribed Document being returned to Accuro;
 - 11.3.3 you will use a password to login to the computer you are using to undertake the Services and change such password no less frequently than monthly;
 - 11.3.4 you will lock the computer screen if you leave the computer for any period of time whilst undertaking the Services;
 - 11.3.5 subject to Condition 11.3.6, you will not copy, forward or save onto any laptop or flash drive or other mobile media any Document, digital voice file or associated document, any scanned document or any Transcribed Document; and
 - 11.3.6 if you are undertaking copy typing from a Document provided by Accuro, you may print a copy of the Document (if the Document is capable of being printed) to be copy typed but you must:
 - (a) keep any copy of the Document confidential at all times, including but not limited to, ensuring that the copy of the document is filed when not in use to prevent third parties having access or sight of the document; and
 - (b) shred the printed copy of the Document immediately once you have produced the Transcribed Document and ensure that such shredded Document is disposed of in a manner that ensures that the confidential nature of the Document is preserved and that the confidentiality obligations placed upon you under this Condition 11 are maintained.
- 11.4 You agree that, from time to time, Accuro may, at a time to be agreed between Accuro and you (such agreement by you not to be unreasonably withheld or delayed), conduct an audit to ensure that you are complying with the requirement set out in Condition 11.3.2.
- 11.5 You acknowledge that Accuro employs its own software interface for the purposes of the Services known as "Accuro Express", and that you and any Substitute acknowledge and agree for Accuro Express to run a computer script on the computer Accuro Express operates on, which will automatically and permanently delete the voice files and copy type files to be transcribed or copy typed (as applicable) and all transcribed files from the computer Accuro Express operates on following the upload to Accuro of the transcribed files via Accuro Express.
- 11.6 If any customer of Accuro is authorised and regulated by the Solicitors Regulatory Authority ("SRA"), then as part of Accuro's appointment by Accuro's customer and for a period of 12 calendar months following completion of the last Services provided to that customer, Accuro may be asked by the SRA and its officers, employees and representatives ("Agents") to carry out an audit of Accuro and its agents and sub-contractors in respect of the Services ("Audit") and where Accuro agrees to provide assistance as reasonably requested by the SRA and the Agents in relation to any Audit carried out pursuant to Accuro's appointment by Accuro's customer, then you will afford access to the SRA and the Agents during normal working hours to your principal place of business from time to time.

- 11.7 You shall make available reasonable access to its facilities for the specific purposes of:
- 11.7.1 enabling the SRA and the Agents to inspect all material information in any form directly relevant to the Audit; and
 - 11.7.2 inspecting systems, procedures and controls used by you in connection with the Services.

12 DATA PROTECTION

- 12.1 You consent to Accuro holding and processing data relating to you for legal, personnel, administrative and management purposes.
- 12.2 You consent to Accuro making such information available to those who provide products or services to Accuro such as advisers, regulatory authorities, governmental or quasi-governmental organisations and potential purchasers of Accuro or any part of its business.
- 12.3 You acknowledge that you have received a copy of Accuro's Privacy Notice for Employees, Workers and Contractors which sets out how Accuro collects and uses personal data.
- 12.4 In performing its obligations under these Terms and otherwise in connection with the supply of the Services, you shall comply with Accuro's data protection policy and its respective obligations under the Data Protection Legislation.
- 12.5 Where you process any Customer Personal Data on behalf of any customer of Accuro when performing the Services, you shall be a data processor and the customer shall be the data controller (where **data controller/controller** and **data processor/processor** have the meanings as defined in the Data Protection Legislation).
- 12.6 A general description of the scope, nature and purpose of Processing by you, the duration of the Processing and the types of Personal Data is set out in the Appendix to these Terms.
- 12.7 You shall, in relation to any Personal Data processed in connection with the Engagement:
- 12.7.1 process that Personal Data only on written instructions of Accuro, unless you are required by Domestic Law to otherwise process that Personal Data. Where you are relying on Domestic Law as the basis for processing Personal Data, you shall promptly notify Accuro of this before performing the processing required by the Domestic Law unless the Domestic Law prohibits you from so notifying Accuro;
 - 12.7.2 keep the Personal Data confidential;
 - 12.7.3 comply with Accuro's data protection policy;
 - 12.7.4 comply with Accuro's reasonable instructions with respect to processing Personal Data;
 - 12.7.5 not transfer any Personal Data outside of the UK unless the prior written consent of Accuro is provided, and, in accordance with the Data Protection Legislation, you ensure that:
 - (a) you or Accuro have provided appropriate safeguards in relation to the transfer;
 - (b) the data subject has enforceable rights and effective legal remedies;
 - (c) you have complied with your obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal

Data that is transferred; and

- (d) you comply with reasonable instructions notified to you in advance by Accuro with respect to the processing of the Personal Data;
 - 12.7.6 assist Accuro in responding to any data subject access request and to ensure compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, privacy impact assessments and consultations with supervisory authorities or regulators;
 - 12.7.7 notify Accuro without undue delay on becoming aware of a Personal Data breach or communication which relates to Accuro's or your compliance with the Data Protection Legislation;
 - 12.7.8 at the written request of Accuro, delete or return Personal Data (and any copies of the same) to Accuro on termination of the Engagement unless required by the Data Protection Legislation to store the Personal Data; and
 - 12.7.9 maintain complete and accurate records and information to demonstrate compliance with this Condition 12.
- 12.8 You shall ensure that you have in place appropriate technical or organisational measures, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures. Such measures may include, where appropriate:
- 12.8.1 pseudonymising and encrypting Personal Data;
 - 12.8.2 ensuring confidentiality, integrity, availability and resilience of its systems and services;
 - 12.8.3 ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident; and
 - 12.8.4 regularly assessing and evaluating the effectiveness of the technical and organisational measures.
- 12.9 Accuro may, at any time on not less than 30 days' notice, revise this Condition 12 by replacing it with any applicable processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to these Terms).
- 12.10 You shall indemnify Accuro and hold Accuro harmless from and against all and any losses, damages (whether indirect, direct or consequential), costs, proceedings, claims and expenses which it may suffer or incur as a result of, or in connection with, any breach of this Condition 12 by you and/or any Substitute.

13 LIMITATION OF LIABILITY

- 13.1 We give you no warranty or assurance about the Software. As free software, you acknowledge that the Software has not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the Software as described in the Documents meet your requirements.

- 13.2 You acknowledge that the Software and Documents are only supplied for your internal use by your business, and you agree not to use the Software or Documents for any re-sale purposes.
- 13.3 We shall not under any circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with these Terms for:
- 13.3.1 loss of profits, sales, business, or revenue;
 - 13.3.2 business interruption;
 - 13.3.3 loss of anticipated savings;
 - 13.3.4 loss or corruption of data or information;
 - 13.3.5 loss of business opportunity, goodwill or reputation;
 - 13.3.6 any indirect or consequential loss or damage.
- 13.4 Other than the losses set out in Condition 13.3 (for which we are not liable), our maximum aggregate liability under or in connection with these Terms and your Engagement whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to £1000. This maximum cap does not apply to Condition 13.5 of these Terms.
- 13.5 Nothing in these Terms shall limit or exclude our liability for:
- 13.5.1 death or personal injury resulting from our negligence;
 - 13.5.2 fraud or fraudulent misrepresentation;
 - 13.5.3 any other liability that cannot be excluded or limited by English law.
- 13.6 These Terms set out the full extent of our obligations and liabilities in respect of the supply of the Software and Documents. Except as expressly stated in these Terms, there are no conditions, warranties, representations or other terms, express or implied, that are binding on us. Any condition, warranty, representation or other term concerning the supply of the Software and Documents which might otherwise be implied into, or incorporated in, this Licence whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law.
- 13.7 You shall have personal liability for and shall indemnify Accuro for any loss, liability, costs (including reasonable legal costs), damages or expenses arising from any breach by you or a substitute engaged by the you of these Terms and/or your Engagement including any negligent or reckless act, omission or default in the provision of the Services and/or use of the Software.

14 TERMINATION

- 14.1 If you wish to be removed from our bank of self-employed transcribers, you must inform our HR department as soon as possible. We may remove your name from our bank of self-employed transcribers at any time in our sole and absolute discretion.
- 14.2 We may terminate an Engagement and these Terms with immediate effect with no liability to make any further payment to you (other than in respect of amounts accrued before the Termination Date) if at any time you:
- 14.2.1 commit any gross misconduct affecting the business of Accuro;

- 14.2.2 commit any serious or repeated breach or non-observance of any of the provisions of these Terms or refuses or neglects to comply with any reasonable and lawful directions of Accuro;
 - 14.2.3 are convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed);
 - 14.2.4 are in the reasonable opinion of Accuro negligent or incompetent in the performance of the Services;
 - 14.2.5 are declared bankrupt or makes any arrangement with or for the benefit of your creditors or have a county court administration order made against you under the County Court Act 1984;
 - 14.2.6 commit any fraud or dishonesty or acts in any manner which in the opinion of the Accuro brings or is likely to bring you or Accuro into disrepute or is materially adverse to the interests of Accuro;
 - 14.2.7 commit any breach of the Guidelines or other policies and procedures issued by Accuro from time to time; or
 - 14.2.8 commit any offence under the Bribery Act 2010.
- 14.3 Upon termination for any reason:
- 14.3.1 all rights granted to you under the Licence and these Terms shall cease;
 - 14.3.2 you must immediately cease all activities authorised by the Licence and these Terms including the provision of the Services;
 - 14.3.3 irretrievably delete any information relating to the business of Accuro and any customer of Accuro (including files transcribed and information from files transcribed) stored on any magnetic or optical disk or memory and all matter derived from such sources which is in your possession or under your control;
 - 14.3.4 immediately deliver to us any Confidential Information in your possession or under your control;
 - 14.3.5 you must immediately delete or remove the Software from all computer equipment in your possession, and immediately destroy or return to us (at our option) all copies of the Software, Documents and the Accuro Interface Documentation then in your possession, custody or control and, in the case of destruction, certify to us that you have done so; and
 - 14.3.6 provide a signed statement that you have complied fully with your obligations under this Condition 14.3.
- 14.4 The rights of Accuro under Condition 14.2 are without prejudice to any other rights that it might have at law to terminate the Engagement and/or these Terms or to accept any breach of these Terms on your part as having brought the agreement to an end. Any delay by Accuro in exercising its rights to terminate shall not constitute a waiver of these rights.

15 NOTICES

- 15.1 Any notice given under these Terms shall be in writing and signed by or on behalf of the party giving it and shall be served by delivering it personally or sending it by pre-paid recorded delivery or registered post to the relevant party at (in the case of Accuro) its registered office

for the time being and (in your case) the last known address. Any such notice shall be deemed to have been received:

15.1.1 if delivered personally, at the time of delivery; and

15.1.2 in the case of pre-paid recorded delivery or registered post, 48 hours from the date of posting.

15.2 In providing such service it shall be sufficient to prove that the envelope containing the notice was addressed to the address of the relevant party and delivered either to that address or into the custody of the postal authorities as a pre-paid recorded delivery or registered post.

16 OTHER IMPORTANT TERMS

16.1 We may transfer our rights and obligations under these Terms to another organisation, but this will not affect your rights or our obligations under these Terms.

16.2 You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.

16.3 These Terms and any document expressly referred to in either of them constitutes the entire agreement between you and us. You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of us which is not set out in these Terms, our Terms of Service or any document expressly referred to in either of them.

16.4 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

16.5 Each of the conditions of these Terms operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.

16.6 These Terms, its subject matter and its 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.

17 DEFINITIONS AND INTERPRETATION

17.1 In these Terms, the following definitions apply:

Accuro Interface: the software interface to upload Transcribed Documents to Accuro such interface as modified and developed by Accuro from time to time, and at the date of these Terms the interface is named Accuro Express;

Accuro Interface Documentation: the user guide documentation in respect of the Services;

Customer Personal Data: the Personal Data set out in the Appendix comprised in any data provided by Accuro on behalf of a customer for the purpose of providing the Services;

Business Day: a day (other than a Saturday, Sunday or a public holiday) when banks in London are open for business;

Data Protection Legislation:	all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR); the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended;
Domestic Law:	means the law of the United Kingdom or a part of the United Kingdom;
Engagement:	each engagement with you for the provision of the Services commencing in accordance with Condition 3.1 and operating in accordance with these Terms;
Guidelines:	the guidelines issued by Accuro from time to time relating to certain standards and policies to be complied with by you. At the date of these Terms the guidelines include: Accuro's Privacy Notice for Employees, Workers and Contractors and an Accuro welcome pack;
Intellectual Property Rights:	all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;
Personal Data:	is defined in the Data Protection Legislation;
Processing:	is defined in the Data Protection Legislation and the terms "Processed" shall be construed accordingly;
Pre-Contractual Statement:	any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to these Terms or not) relating to the Engagement other than as expressly set out in these Terms;
Services:	the transcription, translation and copy typing services to be provided by you (or the Substitute) to Accuro;
Service Levels:	the service levels for the Services as set out in the schedule to these Terms;
Transcribed Documents	the transcribed document prepared by you in the provision of the Services;
Works:	all records, reports, documents, papers, drawings, designs, photos, graphics, logos, typographical arrangements and all other materials in whatever form,

including but not limited to hard copy and electronic form, prepared by you in the provision of the Services, including, but not limited to, the Transcribed Documents.

- 17.2 a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- 17.3 a reference to a party includes its personal representatives, successors or permitted assigns;
- 17.4 a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- 17.5 any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
- 17.6 words in the singular shall include the plural and vice versa and words denoting one gender include all genders; and
- 17.7 a reference to writing or written includes faxes and e-mails.

SERVICE LEVEL SCHEDULE

In this schedule “**Service Levels**” means your obligations in respect of the performance of the Services as follows:

- 1 you must at any time populate the Accuro Interface with details of your availability to undertake the Services. You can update its availability daily or weekly. You must update the Accuro Interface to ensure the availability of you to undertake the Services is always up to date;
- 2 you can amend your availability on the Accuro Interface to undertake the Services at any time on any day for that particular day;
- 3 where you have submitted availability to accept Documents, you must check your task list on the Accuro Interface and emails frequently for the full duration of such submitted available time;
- 4 should you be unable to complete the work assigned then you should inform Accuro as soon as possible;
- 5 you must return all Transcribed Documents to Accuro only by way of upload onto the Accuro Interface or, where specifically requested by Accuro, by way of zipped and encrypted attachment to an email at any time prior to the Deadline, unless otherwise agreed by Accuro;
- 6 you shall use reasonable endeavours to transcribe and copy type files and documents (as applicable) provided by Accuro. In the event that a word, sentence, or any other request dictated or written (as applicable) is not clear and/or identifiable, you shall highlight the same appropriately in the Transcribed Document;
- 7 performance times for the Services as set out in these Terms shall be of the essence;
- 8 you must understand and comply with the provisions of the Guidelines;
- 9 you must co-operate with Accuro in all matters relating to the Services;
- 10 you must inform Accuro of any invoice disputes before the 20th of each month on receipt of the invoice; and
- 11 you must submit their bank details upon receipt of their first invoice and any subsequent changes to bank details before the 20th of each month.

Appendix

Details of Processing undertaken by you

Subject matter and duration of the Processing	<p>The provision of the Services which includes retrieving and storing audio files (on a temporary basis within Accuro's IT systems) and Processing the same as part of transcription, translation and copy typing services.</p> <p>The Customer Personal Data will be Processed for as long as is required to provide the Services and for you to comply with your obligations under these Terms.</p>
Nature and purpose of the Processing	<p>Processing of Customer Personal Data in order to provide Services to Accuro as described above and operation of your business.</p>
Type of Customer Personal Data	<p>Customer Personal Data includes personal identification data (including names, addresses, dates of birth, places of birth, financial data, credit rating, personal and sensitive data) and such other Personal Data as required by the customer (as part of the provision of its services to its clients) which may form part of the documents and transcriptions for which the Services are required.</p> <p>It is acknowledged that some of the Customer Personal Data will include sensitive personal data, namely health records and data in relation to legal proceedings and legal services.</p>
Categories of Data Subjects	<p>Accuro's customers' clients which includes individuals and may include minors and contacts within Accuro's customers' business.</p>