

Welcome to the Temporary Works Portal®. We invite you to access our web sites, use the **Temporary Works Portal®** Service but please note that your invitation is subject to your review and agreement with these Terms of Service. This document describes in detail your rights and our rights relating to the provision of the Service and the operation of the **Temporary Works Portal®** web portal, so please review these Terms carefully.

What Are The Terms of Service?

The Terms of Service constitutes a contract between us. The Terms include the provisions set forth in this document and in the **Temporary Works Portal®** Privacy Policy and other terms or conditions that may be presented to you from time to time in connection with specific Service offerings (all of which we collectively refer to as the “Terms of Service” or “Terms”). If you do not agree to these Terms, you do not have the right to access or use our Service or purchase any products or services from the **Temporary Works Portal®** website. If you do register for or otherwise use our Service, or purchase any products or services from the **Temporary Works Portal®** website, you shall be deemed to confirm your acceptance of the Terms and your agreement to be a party to this binding contract.

By using the Service and purchasing any products in the **Temporary Works Portal®** website, you acknowledge, accept and agree with all provisions of the Privacy Policy, including, without limitation, the use and treatment of your Account Information and your Content in accordance with such Privacy Policy.

What Is The Temporary Works Portal® Service?

The **Temporary Works Portal®** Service consists of **Temporary Works Portal®** Software (as defined below), and other products, services and web sites hosted or made available by **Temporary Works Portal®**, which enable you to do many wonderful things on multiple computer devices and systems (collectively, the “Service”). In exchange for being enabled to use the Service, you agree to abide by these Terms.

If This Is A Contract, Who Are The Parties?

You are one party to this contract, if you reside in the United Kingdom, then the other party to this contract is **Temporary Works Portal®** Ltd, a corporation headquartered in London.

Is This The Only Contract I Have with Temporary Works Portal®?

It depends upon how you interact with the **Temporary Works Portal®** Service, our software applications and the **Temporary Works Portal®** Website. If you install any **Temporary Works Portal®** Software on your computing devices, you may be asked to agree to an end user license agreement. If you use related **Temporary Works Portal®** products or services, purchase a product from the **Temporary Works Portal®** website or participate in our User Forum, you may also need to enter into a separate agreement (usually by clicking “accept” or “agree”) with us. We refer to each of these as a “Separate Agreement.” If that happens, the Separate Agreement shall take precedence if there is a conflict between those terms and these Terms, to the extent of such conflict and with respect to the particular subject matter of that Separate Agreement.

Will These Terms Of Service Ever Change?

Changes in these Terms are almost certain to happen, due to changes in our Service and the laws that apply to us and you. If we make a change, we'll do our best to provide you with advance notice, although in some situations, such as where a change is required to satisfy applicable legal requirements, an update to these Terms may need to be effective immediately. We'll announce changes here at our site, and we also may elect to notify you of changes by sending an email to the address you have provided to us. We will also try to explain the reasons for the change.

If we do update these Terms, you are free to decide whether to accept the terms or to stop using our Service (see "How is My Account Closed" below); your continued use of the Service after the effectiveness of that update will be deemed to represent your agreement with, and consent to be bound by, the new Terms. Except for changes made by us as described here, no other amendment or modification of these Terms shall be effective unless set forth in a written agreement bearing a written signature by you and us. For clarity, email or other communications will not constitute an effective written agreement for this purpose.

What Do I Have To Do To Use the Temporary Works Portal® Service?

First, you need to create an **Temporary Works Portal®** Service account. You create an account by providing us with an acceptable username and email address, and creating a password. We refer to this as your "Account Information." We encourage you to use a distinct and non-obvious username and password combination that is different from what you use for other services. You are responsible for maintaining the accuracy, completeness and confidentiality of your Account Information, and you will be responsible for all activities that occur under your account, including activities of others to whom you have provided your Account Information. We will not be liable for any loss or damage arising from your failure to provide us with accurate information or to keep your Account Information secure. If you discover any unauthorised use of your Account Information or suspect that anyone may be able to access your private Content, you should immediately change your password and notify our Customer Support team.

Second, although you may use **Temporary Works Portal®** with only a web browser, in order to use **Temporary Works Portal®** on a variety of computing devices, you might need to install our client software on your computers, tablets and phones. Sorry, but obtaining those devices and paying for their connectivity and data plans is your responsibility. **Temporary Works Portal®** also has no responsibility for the availability of the Internet and other telecommunication services necessary to access the Service.

Can I Share My Account With Someone Else?

Temporary Works Portal® Service accounts should not be shared. If you share your Account Information with anyone, that other person may be able to take control of the account, and we may not be able to determine who is the proper account holder. We will not have any liability to you (or anyone you share your Account Information with) as a result of your or their actions under those circumstances. Since you may use a free Service account, and since we provide a number of mechanisms to allow you to share your account Content with others, we strongly urge you not to share your Account Information with anyone.

Once I Have An Account, What Are My Rights In The Temporary Works Portal® Service?

Once your account is created and you accept these Terms, we grant you a limited, nonexclusive license to use the Service subject to these Terms, for so long as you are not barred from receiving the Service under the laws applicable to you, until you close your account voluntarily or until we close your account pursuant to these Terms. In addition, we grant you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the **Temporary Works Portal®** Software provided to you by or on behalf of **Temporary Works Portal®**, for the sole purpose of enabling you to use the **Temporary Works Portal®** Software and enjoy the benefit of the Service, subject to any applicable license terms provided with the **Temporary Works Portal®** Software and these Terms, until your rights are terminated in accordance with such license and/or these Terms. You do not obtain any other right or interest in **Temporary Works Portal®** or the Service.

You retain copyright and any other rights you already held in your Content before you submitted, posted or displayed it on or through the Service. But you do have to grant **Temporary Works Portal®** a limited license, as described below, so we can make your data accessible and usable on the Service. Other than this limited license and other rights you grant in these Terms, **Temporary Works Portal®** acknowledges and agrees that we do not obtain any right, title or interest from you under these Terms in any of your Content.

What Is The License I Have To Grant To Temporary Works Portal®?

In order to enable **Temporary Works Portal®** to operate the Service, we must obtain from you certain license and other rights to the Content you submit so that our processing, maintenance, storage, technical reproduction, back-up and distribution and related handling of your Content doesn't infringe applicable copyright and other laws. This means that by using the Service and uploading Content, you grant **Temporary Works Portal®** a license to display, perform and distribute your Content and to modify (for technical purposes, e.g., making sure content is viewable on smart phones as well as computers) and reproduce such Content to enable **Temporary Works Portal®** to operate the Service. You also agree that **Temporary Works Portal®** has the right to elect not to accept, post, store, display, publish or transmit any Content in our sole discretion.

You agree that these rights and licenses are royalty free, irrevocable and worldwide (for so long as your Content is stored with us), and include a right for **Temporary Works Portal®** to make such Content available to, and pass these rights along to, others with whom **Temporary Works Portal®** has contractual relationships related to the provision of the **Temporary Works Portal®** Service, solely for the purpose of providing such services, and to otherwise permit access to or disclose your Content to third parties if **Temporary Works Portal®** determines such access is necessary to comply with its legal obligations.

If you elect to use any third party service or application that is integrated with **Temporary Works Portal®**, you also agree that the licenses granted to **Temporary Works Portal®** in the preceding paragraph shall apply to Content that is submitted or uploaded through such third party service or application. If the third party service or application you elect to use would access or extract Content, you grant **Temporary Works Portal®** the right and license to enable such access to and extraction of your Content. **Temporary Works Portal®** does not

assume any responsibility for, or liability on account of, the actions or omissions of such third party applications or service providers.

Inasmuch as we rely upon your rights to upload and distribute your Content, you represent and warrant to **Temporary Works Portal®** that you have the unfettered legal rights and authority to submit your Content to **Temporary Works Portal®**, and to make any publication or other distribution of that Content in your use of the Service. You also represent to us that, by submitting Content to **Temporary Works Portal®** and granting **Temporary Works Portal®** the rights described in these Terms, you are not infringing the rights of any person or third party.

Finally, you understand and agree that **Temporary Works Portal®**, in performing the required technical steps to provide the Service to our users, may make such changes to your Content as are necessary to conform and adapt that Content to the technical requirements of connecting networks, devices, services or media.

Are There Rules About What I Can Do On The Temporary Works Portal® Service?

Yes. Your use of the Service must be in accordance with these Terms. When it comes to your use of **Temporary Works Portal®**, you agree that you are responsible for your own conduct and all conduct under your account. This means all Content – such as text, images, software, videos and anything else you can think of, no matter what the form or technical structure (collectively, “Content”) – created, transmitted, stored or displayed in your account, is your sole responsibility as the person who created the Content or introduced it into the Service. This applies whether the Content is kept private, shared or transmitted using the Service or any third party application or services integrated with the **Temporary Works Portal®** Service. The User Guidelines provide more specific details regarding the appropriate conduct on the Service.

Will Temporary Works Portal® Look At My Content?

Your privacy in your Content is a paramount concern for us, and we hope that we never need to examine anyone’s Content. However, there are limited circumstances in which we may have the need to review part or all of your Content.

Will Anyone Else See My Content?

Except as described here and in our Privacy Policy, unless you elect to enable others to view or have access to the Content you submit to the Service, no one else should see your Content without your consent. Of course, if you do elect to publish or share any portion of your Content, sending a Note to another, or sharing your Account Information with another person, then you would be enabling each of those permitted users of an inspection or recipient of the project or Account Information to access, use, display, perform, distribute and modify your Content (subject to any understandings or agreements you and such users may work out without **Temporary Works Portal®** involvement). In addition, **Temporary Works Portal®** enables you to use a variety of third party services and applications that interact with the Service and your Content, and you should review the access rights you provide to those services or applications, as you may enable them to access your Content through your agreements with those parties.

I'm Guessing Temporary Works Portal® Has Some Rights Relating To The Service?

We do. They're described here:

Content Rights.

While you own the Content you store with the **Temporary Works Portal®** Service, you acknowledge and agree that **Temporary Works Portal®** (and our licensors) own(s) all legal right, title and interest in and to the Service, including, without limitation, all software comprising a part of the Service that is hosted on **Temporary Works Portal®** servers.

Intellectual Property Rights.

In agreeing to these Terms, you also agree that the rights in the Service and **Temporary Works Portal®** Software, including all intellectual property rights, are protected by one or more of copyright, trademark, patent, trade secret and other laws, regulations and treaties, in addition to these Terms and any Separate Agreement. In particular, you agree to not modify, create derivative works of, decompile or otherwise attempt to extract source code from any **Temporary Works Portal®** Software, unless you are expressly permitted to do so under an open source license or we give you express written permission.

Right to Modify the Service.

We retain the right, in our sole discretion, to implement new elements as part of and/or ancillary to the Service and any **Temporary Works Portal®** Software, including changes that may affect the previous mode of operation of the Service. We expect that any such modifications will enhance the overall Service, but it is possible that you may not agree with us. We also reserve the right to establish limits to the nature or size of storage available to you, the number of transmissions and email messages, the nature or size of any index or library information, the nature of, or your continued ability to access or distribute, your Content and other data, and impose other limitations at any time, with or without notice. For example, if you use the free **Temporary Works Portal®** service, you will not enjoy all of the benefits provided to subscribers of the **Temporary Works Portal®** Premium service.

You also acknowledge that a variety of **Temporary Works Portal®** actions may impair or prevent you from accessing your Content or using the Service at certain times and/or in the same way, for limited periods or permanently, and agree that **Temporary Works Portal®** has no responsibility or liability as a result of any such actions or results, including, without limitation, for the deletion of, or failure to make available to you, any Content. You agree that we shall not be liable to you or to any third party for any modification, suspension or discontinuance of any part of the Service. However, if you are a subscriber for **Temporary Works Portal®** Premium, or another paid **Temporary Works Portal®** service (each a "Premium Service") and find that any such modifications or interruption of the Premium Service adversely affects you, you may notify our Customer Support team, explain the adverse impact the modification has created and, if you desire, request a termination of your Premium Service. Upon receipt of any such request, we will endeavor to promptly remedy the adverse impact caused by the modification, extend the duration of your Premium Service subscription for a period of time equal to the interruption and/or refund a portion of your Premium Service subscription fee equal to the remaining unused term of the Premium Service subscription, as we determine appropriate.

Right to Engage Third Parties.

Temporary Works Portal® may from time to time engage certain affiliates or other third parties to provide technical or other services relating to all or part of the Service, or perform certain functions associated with the operation of the **Temporary Works Portal**® Website, and you hereby agree that such third party involvement is acceptable.

Right to Use Third-Party Software.

Temporary Works Portal® may from time to time include as part of the Service and **Temporary Works Portal**® Software computer software supplied by third parties which is utilised by permission of the respective licensors and/or copyright holders on the terms provided by such parties. **Temporary Works Portal**® expressly disclaims any warranty or other assurance to you regarding such third party software.

Right to Update Our Software.

In connection with any modification of the Service, **Temporary Works Portal**® may automatically download software updates on your computers and devices from time to time with the intention of improving, enhancing, repairing and/or further developing the Service. **Temporary Works Portal**® will endeavor to provide you with the option of whether or not to install the update; however, in certain circumstances (e.g., security risks), **Temporary Works Portal**® may require you to install the update to continue accessing the Service. In all cases, you agree to permit **Temporary Works Portal**® to deliver these updates to you (and you to receive them) as part of your use of the Service.

Do These Terms Apply To Temporary Works Portal® Premium Users?

If you are using the Service as part of an **Temporary Works Portal**® Premium account, your use of the Service is governed by these Terms, except where the Separate Agreement governing your **Temporary Works Portal**® Premium account provides conflicting terms. An Administrator who creates the **Temporary Works Portal**® Premium account enters into such a Separate Agreement on behalf of the users of the **Temporary Works Portal**® Premium accounts and has the responsibility to share the terms of such Separate Agreement with each Premium account user. Please review the contract terms applicable to your use of the Service with your **Temporary Works Portal**® Premium Administrator. If you are participating as a user of an **Temporary Works Portal**® Premium account, you should know that the Administrator of the **Temporary Works Portal**® Premium account has rights to restrict your access to the Content contained within the **Temporary Works Portal**® Premium account and also has rights to access, reproduce, distribute and otherwise affect, and impose additional rules regarding, such Content. However, the Administrator is not provided with any access to or knowledge of the Content in your personal account. And none of your rights in your personal account are affected if you also have access to notebooks in an **Temporary Works Portal**® Premium account. How Does **Temporary Works Portal**® To Copyright Or Other Intellectual Property Violations? We respond to clear and complete notices of alleged infringement of copyright, trademark or other intellectual property laws that satisfy the requirements in these Terms (which we believe to comply with the United States Digital Millennium Copyright Act [www.copyright.gov] and other applicable laws). If you believe that your intellectual property rights have been violated, please notify our Compliance team and

we will investigate. Note that each owner of intellectual property is responsible for protecting their rights and taking any legal or other action they determine to be appropriate to do so, and **Temporary Works Portal**® does not accept any obligation to take any particular action to enforce or protect any party's intellectual property rights.

Can Kids Use Temporary Works Portal®?

No

Where Does My Data Go?

The **Temporary Works Portal**® Service is available worldwide, but our data processing operations take place in the United Kingdom. If you use the Service, you acknowledge that you may be sending electronic communications (including your personal account information and Content), through computer networks owned by **Temporary Works Portal**® and third parties located in the UK and other locations in the United States and other countries. As a result, your use of the Service will likely result in interstate and possibly international data transmissions, and your use of the Service shall constitute your consent to permit such transmissions.

How Is My Account Closed?

You may close your account with our Service at any time, for any reason (or no reason), and you don't even have to give us notice. However, if you desire to deactivate your account you need to take certain specific steps, which are described in our Knowledge Base article entitled "How do I deactivate my account?"

Temporary Works Portal® may suspend access to your account, or close your account, with or without notice according to these Terms. Reasons for **Temporary Works Portal**® suspending or closing your account may include, without limitation: (i) breach or violation of these Terms or any Separate Agreement, (ii) an extended period of inactivity (determined in **Temporary Works Portal**® sole discretion), (iii) your non-payment of any fees or other sums due **Temporary Works Portal**® or any other party related to your use of the Service, (iv) the discontinuance or material modification of the Service (or any part thereof) or (vi) unexpected technical or security issues or problems.

In most cases, in the event we elect to close your account, we will provide at least 30 days advance notice to you at the email address you have provided to us, so you have a chance to retrieve any Content stored on the Service servers (unless we determine that we are legally prohibited from enabling you to do so). After the expiration of this notice period, you will no longer be able to retrieve Content contained in that account or otherwise use the Service through that account.

What Happens To My Account When I Die?

Temporary Works Portal® pledge to protect the privacy of your Content will continue, even after your death or incapacity. If you wish to enable someone to have access to your Content or Account Information after you are no longer able to provide them access, you need to implement a process for providing your Account Information to them. We will not provide your Account Information, or your Content, to anyone, even next of kin, unless we

determine that we are legally obligated to do so. We encourage you to include your Account Information, with instructions on how to access your Content, in your will or other estate plans, so that anyone you wish to have access to your account will have the means to do so.

If I Have A Great Idea To Share With Temporary Works Portal®, What Are My Rights?

When you submit any ideas, suggestions, documents and/or proposals relating to the Service (or other products or services) to **Temporary Works Portal®** through the “Contact Us,” User Forum or Support interfaces or through any other mechanism (collectively, “Contributions”), you acknowledge and agree that: (i) your Contributions do not contain confidential or proprietary information; (ii) **Temporary Works Portal®** is not under any obligation of confidentiality, express or implied, with respect to the Contributions; (iii) **Temporary Works Portal®** shall be entitled to use or disclose (or choose not to use or disclose) such Contributions for any purpose, in any way; (iv) **Temporary Works Portal®** may have something similar to the Contributions already under consideration or in development; (v) your Contributions automatically become the property of **Temporary Works Portal®** without any obligation of **Temporary Works Portal®** to you; and (vi) you are not entitled to any accounting, compensation or reimbursement of any kind from **Temporary Works Portal®** under any circumstances.

Does Temporary Works Portal® Serve Ads?

Our business model is to make the Service so valuable that our users will opt to pay for a Premium Service. However, we may display advertisements and promotions on or in connection with the Service, some of which may be paid for by third parties. We also provide announcements within the **Temporary Works Portal®** Software. These messages may promote other **Temporary Works Portal®** products and services, events, demonstrate various uses of our Service and promote certain third party applications and services that work with **Temporary Works Portal®**. We pledge to you that we will not engage in any data mining of your information or Content in order to target advertising at you.

Inasmuch as some advertising or other messaging content we provide will be based upon information provided by third parties, we shall not be responsible or liable for any loss or damage of any sort incurred by you as a result of any advertisements or other messages. Furthermore, your interactions with advertisers found on or through the Service, including, without limitation, all reliance upon advertising, all commercial transactions and legal obligations associated therewith, are solely between you and such advertisers.

What Else Do I Need To Know?

Third-Party Links, Content and Programming.

We may include or recommend third party resources, materials and developers and/or links to third party websites, content and applications as part of, or in connection with, the Service. We may have little or no control over such sites or developers and, accordingly, you acknowledge and agree that (i) we are not responsible for the availability of such external sites, content or applications; (ii) we are not responsible or liable for any content or other materials or performance available from such sites or applications and (iii) we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be

caused by or in connection with use of or reliance on any such content, materials or applications.

Indemnity.

You agree to indemnify and hold **Temporary Works Portal®**, its subsidiaries, affiliates, officers, agents, employees, advertisers and partners harmless from and against any and all claims, liabilities, damages (actual and consequential), losses and expenses (including legal and other professional fees) arising from or in any way related to any third party claims relating to your use of any of the Service, any violation of these Terms of Service or any other actions connected with your use of the Service (including all actions taken under your account). In the event of such claim, we will provide notice of the claim, suit or action to the contact information we have for the account, provided that any failure to deliver such notice to you shall not eliminate or reduce your indemnification obligation hereunder.

The Service Is Available "As Is." YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

(a) YOUR USE OF THE SERVICE AND THE PURCHASE AND USE OF ANY PRODUCTS ARE ALL AT YOUR SOLE RISK. THE SERVICE IS PROVIDED AND PRODUCTS ARE SOLD ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, TEMPORARY WORKS PORTAL® EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

(b) TEMPORARY WORKS PORTAL® DOES NOT WARRANT THAT (i) THE SERVICE WILL MEET ALL OF YOUR REQUIREMENTS; (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; OR (iii) ALL ERRORS IN THE SOFTWARE OR SERVICE WILL BE CORRECTED.

(c) ANY MATERIAL DOWNLOADED, PRODUCTS PURCHASED FROM THE TEMPORARY WORKS PORTAL® WEBSITE OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF ANY SUCH MATERIAL.

(d) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM TEMPORARY WORKS PORTAL® OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS OF SERVICE.

Limitation of Liability. YOU EXPRESSLY UNDERSTAND AND AGREE THAT TEMPORARY WORKS PORTAL®, ITS SUBSIDIARIES, AFFILIATES AND LICENSORS, AND OUR AND THEIR RESPECTIVE OFFICERS, EMPLOYEES, AGENTS AND SUCCESSORS SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, COVER OR OTHER INTANGIBLE LOSSES (EVEN IF TEMPORARY WORKS PORTAL® HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, PRODUCTS, DATA, INFORMATION OR SERVICE PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (iii) UNAUTHORISED ACCESS TO OR THE LOSS,

CORRUPTION OR ALTERATION OF YOUR TRANSMISSIONS, CONTENT OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON OR USING THE SERVICE, OR PROVIDING ANY SERVICES RELATED TO THE OPERATION OF THE SERVICE OR RELATED TO THE TEMPORARY WORKS PORTAL® WEBSITE; (v) TEMPORARY WORKS PORTAL® ACTIONS OR OMISSIONS IN RELIANCE UPON YOUR ACCOUNT INFORMATION AND ANY CHANGES THERETO OR NOTICES RECEIVED THEREFROM; (vi) YOUR FAILURE TO PROTECT THE CONFIDENTIALITY OF ANY PASSWORDS OR ACCESS RIGHTS TO YOUR ACCOUNT INFORMATION; (vii) THE ACTS OR OMISSIONS OF ANY THIRD PARTY USING OR INTEGRATING WITH THE SERVICE OR OFFERING PRODUCTS IN THE TEMPORARY WORKS PORTAL® WEBSITE; (viii) ANY ADVERTISING CONTENT OR YOUR PURCHASE OR USE OF ANY ADVERTISED OR OTHER THIRD-PARTY PRODUCT OR SERVICE; (ix) THE TERMINATION OF YOUR ACCOUNT IN ACCORDANCE WITH THE TERMS OF THESE TERMS OF SERVICE; OR (x) ANY OTHER MATTER RELATING TO THE SERVICE.

Exclusions and Limitations. NOTHING IN THESE TERMS OF SERVICE IS INTENDED TO EXCLUDE OR LIMIT ANY CONDITION, WARRANTY, RIGHT OR LIABILITY WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, ONLY THOSE LIMITATIONS WHICH ARE LAWFUL IN YOUR JURISDICTION (IF ANY) WILL APPLY TO YOU AND OUR LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

If Temporary Works Portal® Has To Send Me Notice Of Something, How Will That Happen?

This is another reason why it's important for you to make sure your Account Information is accurate, complete and up to date. We may provide you with notices by email, regular mail or postings on the web site(s) related to the affected Service.

How Can I Send A Notice to Temporary Works Portal®?

Except where these Terms or any Separate Agreement specifically provide for use of a different means or address for notice, any notice to **Temporary Works Portal®** must be delivered by email to hani@ctworks.co.uk . This email address may be updated as part of any update to these Terms of Service. If you are unable to deliver notice via email, you may send a notice to us at the following address (as applicable to your Service provider):

City Temporary Works
85 Great Portland St.
London
W1W7LT

What Do I Do If I Think I Have A Claim Against Temporary Works Portal®?

Let us Know About Your Complaint. We want to know if you have a problem so we encourage you to contact our Customer Support team if you have any concerns with respect to the operation of the Service or any **Temporary Works Portal®** Software, as we want to ensure that you have an excellent experience.

Initiating a Formal Claim. If you conclude that we have not satisfied your concern and that you must pursue legal action, you agree that your claim must be resolved exclusively by the processes set forth in these Terms. **Temporary Works Portal**® provides the Service to you on the condition that you accept the dispute resolution provisions described below, so if you initiate any claim against **Temporary Works Portal**® in any other manner, you shall be in violation of these Terms and you agree that **Temporary Works Portal**® shall be entitled to have such action dismissed or otherwise terminated and you agree to reimburse **Temporary Works Portal**® for its reasonable costs incurred in defending against such improperly initiated claim. You agree that, prior to initiating any formal proceedings against **Temporary Works Portal**®, you will send us a notice to hani@ctworks.co.uk and state that you are providing a "Notice of Dispute." Upon receipt of a Notice of Dispute, you and we shall attempt to resolve the dispute through informal negotiation within sixty (60) days from the date the Notice of Dispute is sent. If the dispute remains unresolved, either you or we may initiate formal proceedings according to these Terms.

Except where our dispute is being resolved pursuant to an arbitration (as provided below), if you are a resident of the United Kingdom, you agree that any claim or dispute you may have against **Temporary Works Portal**® must be resolved exclusively by a court within England.

Alternative Dispute Resolution Process. Unless you are subject to the Arbitration Agreement set out below, if a claim arises between you and **Temporary Works Portal**® where the total value of such claim is less than GB£5,000, the party initiating the claim may elect to have the dispute resolved pursuant to a binding arbitration process that does not require attendance in person. This "Alternative Dispute Resolution Process" shall be initiated by either party sending notice to the other, in which event you and **Temporary Works Portal**® agree to use our reasonable efforts to agree within thirty (30) days upon an individual or service to manage the Alternative Dispute Resolution Process (the "Arbitration Manager") according to the following requirements: (i) neither party shall be required to attend any proceeding in person, (ii) the proceeding will be conducted via written submissions, telephone or online communications or as otherwise agreed upon, (iii) the fees for the Dispute Manager will be borne equally by the parties or be submitted to the Dispute Manager to determine as part of the dispute and (iv) the judgment rendered by the Arbitration Manager may be entered in any court of competent jurisdiction for enforcement.

Arbitration Agreement. If you reside in the United Kingdom, you and **Temporary Works Portal**® agree that any and all disputes or claims that have arisen or may arise between us – except any dispute relating to the enforcement or validity of your, our or either of our licensors' intellectual property rights – shall be resolved exclusively through final and binding arbitration, rather than in court, except that you may assert claims in small claims court, if your claims qualify.

The arbitration shall be held in the country in which you reside or at another mutually agreed location. If the value of the relief sought is GB£5,000 or less, either of us may elect to have the arbitration conducted by telephone or based solely on written submissions, which election shall be binding on us subject to the arbitrator's discretion to require an in-person hearing. Attendance at an in-person hearing may be made by telephone by you and/or us, unless the arbitrator requires otherwise.

YOU AND TEMPORARY WORKS PORTAL® AGREE, AS PART OF THE ARBITRATION AGREEMENT, THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS PART OF ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. WE REFER TO THIS AS THE “PROHIBITION OF CLASS AND REPRESENTATIVE ACTIONS.” UNLESS BOTH YOU AND WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN YOUR OR OUR CLAIM WITH ANOTHER PERSON’S OR PARTY’S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE OR CLASS PROCEEDING. THE ARBITRATOR MAY ONLY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY’S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT AFFECT OTHER TEMPORARY WORKS PORTAL® USERS.

Except with respect to the Prohibition of Class and Representative Actions, if a court decides that any part of this Arbitration Agreement is invalid or unenforceable, the other parts of this Arbitration Agreement shall continue to apply. If a court decides that the Prohibition of Class and Representative Actions is invalid or unenforceable, then the entire Arbitration Agreement shall be null and void. The remainder of the User Agreement and its Legal Disputes Section will continue to apply.

Claims Are Time-Barred. You agree that regardless of any statute or law to the contrary or the applicable dispute resolution process, any claim or cause of action you may have arising out of or related to use of the Service or otherwise under these must be filed within one (1) year after such claim or cause of action arose or you hereby agree to be forever barred from bringing such claim.

Anything Else?

A couple of final, but important, points. First, these Terms constitute the entire agreement between you and **Temporary Works Portal®** and govern your use of the Service, except, and then only to the extent that you have entered into a Separate Agreement. These Terms supersede any prior agreements or earlier versions of these Terms between you and **Temporary Works Portal®** for the use of the Service. If, through accessing or using the Service, you utilise or obtain any product or service from a third party, you may additionally be subject to such third party’s terms and conditions applicable thereto, and these Terms shall not affect your legal relationship with such third party.

Second, you acknowledge and agree that each affiliate of **Temporary Works Portal®** shall be a third party beneficiary to these Terms and that such other companies shall be entitled to directly enforce, and rely upon, any provision of these Terms which confers a benefit on (or provides rights in favour of) them. Other than this, no other person or company shall be a third party beneficiary to these Terms.

Finally, the section headings in these Terms of Service are for convenience only and have no legal or contractual effect.