

## GATHR USER TERMS OF SERVICE

Last updated: 16.09.24

### 1. WELCOME TO GATHR

- 1.1. **What these terms cover.** Gathr operates a platform which enables businesses (each, a "Service Provider") to list and promote their professional services, software companies and/or software products (the "Client Services") through profiles (including company and individual profiles) on the platform ("Profile(s)"), and users of professional services to view Profiles and make contact with the professional services providers, software companies and/or providers of software products (each a "User"), which Gathr makes available through its website (at [www.gathrtofind.com](http://www.gathrtofind.com), as may be amended from time to time) as a service (collectively, including the website at [www.gathrtofind.com](http://www.gathrtofind.com), the "Gathr Service").
- 1.2. **Why you should read them.** This document and any documents referred to within it (collectively, the "Terms of Service") set out the terms of your relationship with us when you ("you", "your" or the "Client") access and use the Gathr Service. It is important that you read and understand the Terms of Service before using the Gathr Service. You must accept these Terms of Service before you sign up for, use or access the Gathr Service. If you do not agree to these Terms of Service, you cannot use the Gathr Service. By using the Gathr Service (including by accessing the [www.gathrtofind.com](http://www.gathrtofind.com) website) you confirm that you accept these Terms of Service and that you agree to comply with them. By accepting the Terms of Service on behalf of a business or other organization, you warrant and represent that you have the authority to bind such business or organization to the Terms of Service, and the terms "you", "your" and "Client" shall refer to such business or organization. If there is anything within the Terms of Service that you do not understand, please contact us at [legal@gathrtofind.com](mailto:legal@gathrtofind.com) to discuss what this means for you.
- 1.3. **Who we are.** The Gathr Service is operated by Gathr Tech Ltd, a company registered in England and Wales (company number: 14889234) with its registered address at 136 George View House 36 Knaresborough Drive, London, England, SW18 4GU ("Gathr", "we", "our" or "us").
- 1.4. **Updates to these terms.** The current version of the Terms of Service contains the only terms and conditions that apply to our relationship with you. Older versions of the Terms of Service will no longer apply to our relationship and will be completely replaced by the current version.

### 2. PRIVACY

Your privacy is important to us. Please read our Privacy Policy to understand how we collect, use and share information about you.

### 3. YOUR RIGHTS TO USE THE GATHR SERVICE

**Access to the Gathr Service.**

- 3.1. The Gathr Service may only be used by businesses or other organizations for commercial purposes only. You are not permitted to use the Gathr Service as a consumer or for any private or personal purposes.
- 3.2. The Gathr Service is directed to Users in the UK. We do not represent that content available on or through the Gathr Service is appropriate for use or available in other locations.
- 3.3. You are responsible for ensuring that any information that you provide to us is accurate and up to date.
- 3.4. Your right to use the Gathr Service does not stop us from giving other people the right to use the Gathr Service.
- 3.5. You agree that you have no rights in or to any portion of the Gathr Service other than the right to use the Gathr Service in accordance with the Terms of Service.

#### **Accessing the Gathr Service**

- 3.6. Gathr grants you a non-exclusive, non-transferable right to access and use, and permit your employees (or agents or independent contractors) who you authorize to access the Gathr Service on your behalf (each an “**Authorised User**”) to access and use, the Gathr Service in accordance with and subject to the terms and conditions of the Terms of Service, solely for your internal business purposes.
- 3.7. You may (but are not required to) create an account on the Gathr Service (“**User Account**”). You must, and you shall procure that all Authorised Users will, treat any username and password used to access the Gathr Service or a User Account as Confidential Information, and must not disclose such information to any third party, and must take appropriate safeguards in accordance with good industry practice to prevent unauthorised access to the Gathr Service and you must promptly notify Gathr in the event of any such unauthorised access or use. If you have any concerns about the login details for any User Account, or think any of them may have been misused, you will notify Gathr at [legal@gathrtofind.com](mailto:legal@gathrtofind.com).
- 3.8. You must comply with all applicable laws and regulations with respect to your use of the Gathr Service and your activities under the Terms of Service.
- 3.9. You must comply with these Terms of Service, including the Rules of Acceptable Use (set out at clause 4 below), with respect to your use of the Gathr Service.

#### **Your relationship with Service Providers**

- 3.10. You acknowledge and agree that the Gathr Service is not an introduction or referral service, and that the Gathr Service is not a regulated service.
- 3.11. You acknowledge and agree that that the Service Providers, and not Gathr, are the providers of the Client Services offered in their respective profiles on the Gathr Service.

- 3.12. The reviews on the Gathr Service have been provided by other Users (and may have been collected from Users by the Service Provider to which the review(s) relate) and do not reflect the views or recommendations of Gathr. Whilst we have Review Guidelines, we may not review or moderate reviews before they are made available on the Gathr Service, and we do not accept responsibility for your reliance on reviews, including any losses you may suffer as a result of relying on any reviews, and Gathr shall have no liability for any reviews.
- 3.13. Whilst we also have guidelines for Service Providers, we may not review or moderate the information they provide to us (including information about themselves, their employees, and their Client Services, or any articles posted on the Gathr Service) before they are made available on the Gathr Service (including on the Service Providers' Profiles), and we do not accept responsibility for your reliance on any such information, including any losses you may suffer as a result of relying on the information.
- 3.14. You acknowledge and agree that the Gathr Service and any information provided on it (including information about Service Providers and Client Services, including reviews and any filtering or rating of Service Providers and Client Services) is not intended to, and does not, constitute any recommendation or other advice.
- 3.15. Nothing on the Gathr Service should be construed as a recommendation by Gathr to purchase any Client Services or to otherwise engage with any Service Providers. We recommend that you do not solely rely on reviews or any other information on the Gathr Service before making any decision to contact a Service Provider or purchase Client Services. You are strongly advised to seek independent advice and to conduct your own research before making any decisions regarding any Service Providers or any Client Services offered by the Service Providers.
- 3.16. Gathr will not be liable or otherwise responsible for any inaccurate information on the Gathr Service, or any reliance placed by you on any such information.
- 3.17. When you submit a request for Client Services using the "contact form" functionality of the Gathr Service or otherwise by clicking a link on the Service Provider's profile, the request (including any information you include in the request) will be sent to the applicable Service Provider. If the Service Provider receives the request, and if you and the Service Provider subsequently agree that you will purchase Client Services from the Service Provider, then you will enter into a contract with the Service Provider (and not with Gathr) for the provision of the agreed Client Services, and Gathr is not party to any such agreements or transactions. Similarly, if you click on a link on the Gathr Service to access a Service Provider's website or their Client Services, or you otherwise click on a link on a Service Provider's profile on the Gathr Service, then if you and the Service Provider subsequently agree that the Service Provider will provide you with any Client Services, any agreement entered into for the provision of such Client Services will be between you and the Service Provider, and Gathr is not party to any such agreements or transactions. If you use a functionality of the Gathr Service (including any links placed on the Gathr Service) to contact a Service Provider, and you and the Service Provider

subsequently agree to your purchase of any Client Services from the Client, then all such transactions (and any transactions thereafter) are "**Transactions**").

- 3.18. You acknowledge and agree that any Service Providers from which you purchase any Client Services are solely responsible for the provision of Client Services to you, and Gathr will have no liability in respect of any Client Services or Transactions, or for any breach of a contract between you and any Service Provider.

#### **Restrictions and User Content.**

- 3.19. The materials and content comprising the Gathr Service belong to us or our third party licensors and we give you permission to use these materials and content solely for the purpose of accessing and using the Gathr Service in accordance with the Terms of Service.
- 3.20. Any material you upload, submit or contribute to the Gathr Service, including in order to contact a Service Provider, submit a review, or to use any other features we offer from time to time (including text, audio and images) ("**User Content**") must comply with the Rules of Acceptable Use in clause 4 below and any other content standards that we notify you of from time to time.
- 3.21. Any reviews that you submit will be uploaded once verified by Gathr. Gathr reserves the right to not upload or remove any reviews it deems to be suspicious or in breach of the Terms of Service (including Gathr's Review Guidelines).
- 3.22. By submitting User Content to the Gathr Service, you confirm and agree that:
- (a) the User Content complies with the Rules of Acceptable Use;
  - (b) you are responsible for backing up and securing your User Content; and
  - (c) you have the right to use and submit your User Content to the Gathr Service and, where applicable, have obtained the consent of any person the User Content relates to or belongs to.
- 3.23. As between Gathr and you, you are the owner or licensee of your User Content. By submitting User Content to the Gathr Service, you give us permission to use and store such User Content (anywhere in the world and on a royalty-free basis) to maintain, provide, develop and improve the Gathr Service and other products and features we may offer from time to time (including by sharing the User Content with our third party partners for data analysis, and to publish reviews and use them in any of our marketing materials).
- 3.24. If you submit your name, job title, and Client name when you submitted your review, Gathr may use the Client's name, logo, and related trade marks and branding on the Gathr Service and in any of Gathr's publicity or marketing materials (whether in printed or electronic form) for the purpose of highlighting that the Client uses the Gathr Service and alongside any testimonials that the Client has agreed to give. The Client grants Gathr

such rights as are necessary to use its name, logo, related trade marks, branding and testimonials for the purpose of this clause 3.23.

- 3.25. The Gathr Service may contain links to, or call the servers of, third party websites, data or services that are not under Gathr's control, solely at the direction of and/or as a convenience to the Client ("**Third Party Sites**"). As such, Gathr is not responsible for, and makes no express or implied warranties with regard to, the information, content or other material, products, or services that are contained on or are accessible through, or the policies regarding use and privacy in respect of, Third Party Sites. Access to and use of Third Party Sites, including information, content, material, products, and services on such websites or available through such websites, is solely at the Client's risk.

#### **4. RULES OF ACCEPTABLE USE**

- 4.1. In addition to the other requirements within the Terms of Service, this clause describes specific rules that apply to any use of the Gathr Service (the "**Rules of Acceptable Use**").

- 4.2. You shall not (and shall procure that your Authorised Users do not):

- (a) circumvent, disable or otherwise interfere with any security related features of the Gathr Service or features that prevent or restrict use or copying of the content or materials accessible via the Gathr Service;
- (b) give any false or misleading information or permit another person to use the Gathr Service under your name or on your behalf;
- (c) impersonate any person, or misrepresent your identity or affiliation with any person or give the impression they are linked to us, if this is not the case;
- (d) use the Gathr Service other than for its intended purpose as set out in the Terms of Service;
- (e) use the Gathr Service if we have suspended your access to it, or have otherwise banned you from using it;
- (f) modify, interfere, intercept, disrupt or hack the Gathr Service or collect any data from the Gathr Service other than in accordance with the Terms of Service;
- (g) misuse the Gathr Service by knowingly introducing viruses, Trojans, worms, logic bombs or other material which would harm the Gathr Service or the equipment of any user of the Gathr Service, or using any automated system, including without limitation "robots", "spiders" or "offline readers" to access the Gathr Service in a manner that send more request messages to the Gathr Service than a human can reasonably produce in the same period of time;

- (h) use any automated analytical technique aimed at analysing text and data in digital form to generate information which includes but is not limited to patterns, trends and correlations;
- (i) submit or upload any User Content:
  - (i) containing personal information (including images or voice clips) of people without their consent. If you upload any User Content containing personal information of anyone under the age of 18, you confirm that you are their parent or guardian and consent, or that you have the permission of their parent or guardian to do so; or
  - (ii) in respect of which you do not hold appropriate usage rights; or
- (j) submit or upload any User Content which in our reasonable opinion is:
  - (i) defamatory to any person, deceptive, obscene, offensive, harmful or inflammatory;
  - (ii) bullying, insulting, threatening, intimidating or humiliating;
  - (iii) promoting or depicting sexually explicit material, violence, discrimination based on race, sex, religion, nationality, disability, sexual orientation or age, or is otherwise prejudicial to human dignity;
  - (iv) material depicting child sexual abuse; and/or
  - (v) unlawful in any way or in breach of another party's rights (including intellectual property rights), or advocating, promoting or inciting any party to commit or assist any unlawful or criminal act.

4.3. Failure to comply with the Rules of Acceptable Use constitutes a serious breach of the Terms of Service, and may result in our taking all or any of the following actions (with or without notice):

- (a) immediate, temporary or permanent withdrawal of your (and/or any Authorised User's) right to use the Gathr Service;
- (b) issuing of a warning to you;
- (c) legal action against you including proceedings for reimbursement of all costs (including, but not limited to, reasonable administrative and legal costs) resulting from the breach; and/or
- (d) disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

4.4. The responses described in paragraph 4.3 above are not limited, and we may take any other action we reasonably deem to be appropriate.

- 4.5. Gathr may monitor the Client's and Authorised Users' use of the Gathr Service to ensure the quality of, and improve, the Gathr Service, and verify the Client's compliance with the Terms of Service.
- 4.6. You:
- (a) are responsible for making all arrangements necessary for Authorised Users to gain access to the Gathr Service;
  - (b) must ensure that all Authorised Users are made aware of the terms of the Terms of Service and act in compliance with them;
  - (c) shall be responsible to Gathr for the acts and omissions of your Authorised Users in connection with their use of the Gathr Service or breach of the Terms of Service; and
  - (d) are responsible for maintaining the confidentiality of login details for your User Account(s) and for any activities that occur under your User Account(s), including the activities of Authorised Users.

## **5. FEES**

- 5.1. Access to the Gathr Service is currently made available to you free of charge.
- 5.2. We may receive a commission from Service Providers for any Transaction generated via the Gathr Service (whether directly or indirectly) between you and a Service Provider.

## **6. ENDING OUR RELATIONSHIP**

### **Your right to end our relationship.**

- 6.1. The Terms of Service take effect from when you first use the Gathr Service and will remain in effect until terminated.
- 6.2. If at any time you do not feel that you can agree to the Terms of Service or any changes made to the Terms of Service or the Gathr Service, you must immediately stop using the Gathr Service.

### **Our right to end our relationship.**

- 6.3. Without limiting any of our other rights, we may suspend or permanently disable your access to the Gathr Service if you commit a breach of the Terms of Service, including, in particular, the Rules of Acceptable Use, or if you frequently submit notices or complaints that are clearly unfounded.
- 6.4. We may also disable or suspend your access to the Gathr Service if you repeatedly infringe other people's intellectual property rights or other rights, or where we are required to do so for legal reasons.

- 6.5. We may also withdraw the Gathr Service for any reason as long as we give you at least 30 days' written notice that we plan to do this.

**What happens if you or we end our relationship.**

- 6.6. If we suspend, disable or terminate your use of the Gathr Service or we withdraw the Gathr Service as described in this clause 6 or clause 7, we may delete or modify any information we hold about you (including your Authorised Users). You may also lose any rights you have to use the Gathr Service.
- 6.7. We will not offer you (or any of your Authorised Users) any other compensation for any losses incurred by you on our ending of your right to use the Gathr Service.

**7. CHANGES TO THE GATHR SERVICE**

- 7.1. We are constantly updating and improving the Gathr Service to try and find ways to provide you with new and innovative features and services. Improvements and updates are also made to reflect changing technologies, tastes, behaviours and the way people use the Internet and the Gathr Service.
- 7.2. In order to do this, we may need to update, reset, stop offering and/or supporting a particular part of the Gathr Service, or feature relating to the Gathr Service ("**changes to the Gathr Service**"). These changes to the Gathr Service may affect your past activities on the Gathr Service and features that you use ("**service elements**"). Any changes to the Gathr Service could involve service elements being deleted or reset.
- 7.3. You agree that a key characteristic of our Gathr Service is that changes to the Gathr Service will take place over time and this is an important basis on which we grant you access to the Gathr Service. Once we have made changes to the Gathr Service, your continued use of the Gathr Service will show that you have accepted any changes to the Gathr Service. You are always free to stop using the Gathr Service.
- 7.4. We will try, where possible and reasonable, to contact you to let you know about any significant changes to the Gathr Service.

**8. CHANGES TO THE DOCUMENTS**

- 8.1. We may revise these Terms of Service from time to time but the most current version will always be at [www.gathrtofind.com](http://www.gathrtofind.com).
- 8.2. Changes will usually occur because of new features being added to the Gathr Service, changes in the law or where we need to clarify our position on something.
- 8.3. We will notify you about any significant changes to any of the documents referred to in the Terms of Service.

**9. LIMITATION OF LIABILITY**

**Liability for Service Providers**



- 9.1. You acknowledge and agree that Gathr is not party to any agreement between the Client and any Service Provider. Accordingly, Gathr will not have any liability for any such agreements, including liability for any breach of a contract between the Client and any Service Provider.
- 9.2. Gathr will not have any liability or responsibility for any Service Providers' actions or Client Services, and (without limiting the foregoing) Gathr will not have any liability for any loss or damage suffered by the Client which is caused by any other User's or any Service Provider's action or inaction, or which relates to any reviews.

### **Indemnity**

- 9.3. You shall indemnify and defend Gathr and its agents and contractors from and against any and all losses, damages, claims, liabilities or expenses (including (but not limited to) any direct, indirect or consequential losses, loss of profit, loss of reputation, loss of business, loss of business revenue, loss of opportunity, loss of revenue, and all interest, penalties and legal costs (calculated on a full indemnity basis) and other professional costs and expenses) arising out of a claim brought by a Service Provider or by any other third party, relating to your use of the Gathr Service (except to the extent caused by Gathr's negligence), your infringement of any rights of a third party or breach of any applicable law in respect of your use of the Gathr Service, and/or in relation to any User Content and/or Transactions, whether in contract (including for any breach of the Terms of Service or any agreement between you and any Service Provider), tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise.

### **Limitation of liability**

- 9.4. Subject to clauses 9.3 and 9.5, neither party will be liable, whether in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, for any loss arising under or in connection with the Terms of Service in conditions that fall into any of the following categories: loss (whether direct or indirect) of profit, goodwill, business, business opportunity, revenue, turnover or reputation; loss (whether direct or indirect) of anticipated saving or wasted expenditure; loss of or damage to data; or any special, indirect or consequential damage or loss, costs or expenses.
- 9.5. Nothing in the Terms of Service excludes or limits either party's liability for death or personal injury caused by the other party's negligence, or for fraud or fraudulent misrepresentation, or for any indemnities under the Terms of Service.
- 9.6. Subject to clauses 9.4 and 9.5, Gathr's total liability in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, arising under or in connection with the Terms of Service shall in all circumstances be limited to £1,000.

### **Exclusion of warranties**

- 9.7. We will exercise reasonable care and skill in providing the Gathr Service to you but, due to the nature of the internet and technology, the Gathr Service is provided on an "AS AVAILABLE" and "AS IS" basis. This means that we are unable to promise that your use of the Gathr Service will be uninterrupted, without delay, error-free, or meet your expectations and we do not give any commitment relating to the performance or availability of the Gathr Service in these Terms of Service, except as expressly stated in these Terms of Service, all representations, warranties, conditions and all other terms of any kind whatsoever, whether express or implied, are, to the fullest extent permitted by law, excluded from the Terms of Service, including (but not limited to) warranties of satisfactory quality, merchantability, fitness for a particular purpose, or non-infringement. Without limiting the foregoing, Gathr does not warrant that: (a) the Client's use of the Gathr Service will be uninterrupted or error-free; (b) that the Gathr Service and/or the information obtained by the Client through the Gathr Services will meet the Client's requirements, or (c) the Gathr Service will be free from viruses or vulnerabilities, and Gathr is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities (including the internet) and the Client acknowledges that the Gathr Service may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

### **Security**

- 9.8. We care about the integrity and security of your personal information and User Content. However, we cannot guarantee that unauthorised third parties will never be able to defeat our security measures or use your personal information or User Content for improper purposes.

## **10. REPORTING CONTENT**

- 10.1. If you become aware of any material that is illegal or could comprise or be connected to child sexual abuse or exploitation or could comprise terrorist content or be connected to terrorism, please contact us immediately on [legal@gathrtofind.com](mailto:legal@gathrtofind.com).
- 10.2. If you wish to complain about any other content, please contact us on [legal@gathrtofind.com](mailto:legal@gathrtofind.com).

## **11. RESOLVING DISPUTES**

- 11.1. **Disputes between you and us.** If you have a dispute with us relating to the Gathr Service, in the first instance please contact us at [legal@gathrtofind.com](mailto:legal@gathrtofind.com) and attempt to resolve the dispute with us informally. In the unlikely event that we are not able to resolve a dispute informally, we will discuss and agree with you the most effective way of resolving the dispute.
- 11.2. **Governing law.** English law will apply to the Terms of Service, their subject matter and their formation. Subject to clause 11.1 above, you and we agree that the courts of England and Wales will have exclusive jurisdiction over any dispute arising from or related to your use of the Gathr Service and these Terms of Service.

## 12. OTHER IMPORTANT TERMS

- 12.1. **Third party rights.** A person who is not a party to the Terms of Service may not enforce any of its terms.
- 12.2. **Transfer.** All of our rights and obligations under the Terms of Service are freely assignable or otherwise transferable by us in connection with a merger, acquisition or sale of assets, or by operation of law or otherwise.
- 12.3. **Entire agreement.** The Terms of Service make up the entire agreement between you and Gathr regarding your use of the Gathr Service. They supersede any prior agreements.
- 12.4. **Invalidity of terms.** If a court or other authority decides that some of the Terms of Service are unlawful, the rest will continue to apply.
- 12.5. **Delays.** If you do not comply with the Terms of Service and we do not take action immediately, this does not mean we have given up any right we have and we may still take action in the future.
- 12.6. **Notices.** All notices given by the Client to Gathr must be submitted to [legal@gathrtofind.com](mailto:legal@gathrtofind.com). Gathr may give notice to the Client at either the e-mail or postal address the Client provides to Gathr, or any other way that Gathr deems appropriate. Notice will be deemed received and properly served immediately when posted on the Gathr Service or 24 hours after an e-mail is sent or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail that such e-mail was sent to the specified e-mail address of the addressee.

## 13. CONTACT AND FEEDBACK

- 13.1. If you need to contact us in relation to the Terms of Service or any other document mentioned in them, please email us at [legal@gathrtofind.com](mailto:legal@gathrtofind.com).
- 13.2. If we have to contact you, we will do so by writing to you at the email address associated with your account or by other legally permitted means. Please ensure your details are kept up to date. When we use the words “**writing**” or “**written**” in these terms, this includes emails.
- 13.3. We value hearing from our users, and are always interested in learning about ways we can improve the Gathr Service. By providing your feedback you agree that you are giving up any rights you have in your feedback so that we may use and allow others to use it without any restriction and without any payment to you.