

ANYGOOD? TERMS AND CONDITIONS OF PLATFORM USE FOR CLIENTS

These Terms and Conditions govern your use of the AnyGood? Platform (<https://app.anygood.com>) and your relationship with Stride Consultants Limited T/A AnyGood? ("**AnyGood?**", "**we**", "**us**"). Please read these terms and conditions carefully before using our Platform.

1. THESE TERMS

What these terms cover. These are the terms and conditions on which we supply our service to you and govern your use of our Platform. Use of our Platform includes accessing, browsing or registering to use our Platform.

Why you should read them. By accessing or using our Platform, you agree to be bound by these terms and conditions. Please read these terms carefully before you use the Platform and create an account with us ("**Registration**"). These terms tell you who we are, how we will provide services to you, how you and we may change or end the agreement, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

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

2. INFORMATION ABOUT US AND HOW TO CONTACT US

Who we are. We are AnyGood? a company registered in England and Wales. Our company registration number is 9712536 and our registered office is at c/o Cotterell & Co, The Curve 83 Tempest Street, WOLVERHAMPTON, WV2 1AA.

How to contact us. You can contact us by writing to us at admin@anygood.com

How we may contact you. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us upon Registration.

3. PLATFORM AND DASHBOARD

3.1 You access our Platform via the website [<https://anygood.com>] which is a professional network to provide an introductory service, whereby you post job vacancies and in response receive personally recommended Candidates ("**Candidate**") from our Network Members ("**Members**") for your vacancies.

3.2 You will have the ability to post job vacancies on the Dashboard, accessed via the Platform.

4. REGISTRATION

4.1 On registration, you are invited to provide us with the following information, which may include:

- 4.1.1 Email address
- 4.1.2 Phone number
- 4.1.3 Registered Company Address
- 4.1.4 Correspondence address
- 4.1.5 Additional user information

4.2 You agree that we cannot provide you with any Candidates under this agreement if you do not provide us with the required information above.

4.3 You agree that you will maintain your contact details on a regular basis.

4.4 You agree that the provision of the Platform is at our complete discretion, and we are not obliged to provide any services to you.

5. CANDIDATE SELECTION

- 5.1 You may access the Platform to post any vacancies. You may also send these via email or by providing us with access to an agreed ATS system.
- 5.2 Our Members will review the posted vacancies and personally recommend Candidates to us.
- 5.3 We will verify the Candidates details, before forwarding the Candidate's details to you.
- 5.4 You will then be responsible for contacting the Candidate directly in line with your established recruitment policy.

6. FEES

- 6.1 Registering as a Client is free.
- 6.2 If you recruit a Candidate after receiving the Candidates details via our platform, a fee will be payable. Please refer to the fees as set out in Schedule 1.
- 6.3 The fee provided for in clause 6.2 shall be payable by the Client to AnyGood? in respect of any Candidate recruited by the Client within 12 months of a member recommendation relating to that Client.
- 6.4 The initial fee will be payable to us, within 30 days of the contract being signed and in the case of contract roles then as per the payment schedule.
- 6.5 If you choose to terminate the contract with the candidate due to poor performance, then we will offer a replacement for free on the following basis from their start date:
 - (a) if they are under a permanent contract we will offer a replacement within 12 months
 - (b) if they are on an interim contract (incl day rate contractor) then we offer a free replacement within 3 months
- 6.6 If we have been unable to find suitable replacement candidate(s) within a calendar month then we will extend the replacement to cover any other role that you wish to recruit for

7. CANDIDATE RECOMMENDATIONS

- 7.1 We act as a platform service only. For avoidance of doubt;
 - (a) we do not recruit or employ Members or Candidates;
 - (b) we are not a party to any agreement made via the Platform.
- 7.2 All Candidate referrals are confidential.

8. YOUR ACCOUNT

- 8.1 You can have direct access to the platform in order to post roles and review candidates, or we can provide this service for you.
- 8.2 You agree that any information posted on the Platform regarding a job vacancy may be altered or removed by us at our discretion if it does not meet our minimum content standards as found on our Acceptable Use Policy (<https://anygood.com/acceptable-use-policy/>).

- 8.2 Upon registration, if you would like to have access to the platform, you/your employees will be provided with a username and password. You agree to keep this password and user name confidential and not to disclose or share it with anyone. If you know or suspect that someone else knows your password you should notify us by contacting admin@anygood.com immediately. If have any reason to believe that there is likely to be a breach of security or misuse of our Platform, we may require you to change your password or suspend your account.
- 8.3 You agree that you will not, without the prior consent of AnyGood?, be involved in any capacity with a Member which does or could compete with the business of AnyGood? during the term of this agreement.
- 8.4 You agree that you will promptly report to AnyGood? any unsolicited contact (or attempted contact) made by a Member which does or could compete with the business of AnyGood? during the term of this agreement.

9. THERE ARE OTHER TERMS THAT MAY APPLY TO YOU

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

- (a) Our Privacy Policy (<https://anygood.com/privacy-policy/>), which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our website, you consent to such processing and you warrant that all data provided by you is accurate.
- (b) Our Acceptable Use Policy (<https://anygood.com/acceptable-use-policy/>), which sets out the permitted uses and prohibited uses of our website. When using our website, you must comply with this Acceptable Use Policy.
- (c) Our Cookie Policy (<https://anygood.com/cookie-policy/>), which sets out information about the cookies on our website.

10. WE MAY MAKE CHANGES OR WITHDRAW ACCESS TO OUR WEBSITE

- 10.1 We may update and change our Platform from time to time to reflect changes to our services, our users' needs and our business priorities.
- 10.2 We do not guarantee that our Platform, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our Platform for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.
- 10.3 You are also responsible for ensuring that all persons who access our Platform through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

11. HOW YOU MAY USE MATERIAL ON OUR WEBSITE

- 11.1 We are the owner or the licensee of all intellectual property rights in our website, and in the material published on it. This includes any photographs, articles and any Trade Marks or brand rights and any other works which are protected by laws and treaties around the world. All of our intellectual property rights are reserved.

- 11.2 Any materials we supply or provide you are for your personal use and should not be distributed or copied without our prior permission. You must not use any part of the content or materials on our website for any purposes without obtaining a licence to do so from us or our licensors.
- 11.3 If you print off, copy or download any part of our website in breach of these terms of use, your right to use our website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

Where you supply any materials to us or upload any materials (including text, photographs and videos) you grant us a perpetual, worldwide, non-exclusive, royalty-free, transferable licence to use, reproduce, distribute, prepare derivative works of, display, and perform those materials in connection with our website and the promotion of AnyGood? and our services. We may also share any such materials with third parties for the same purpose.

12. INTELLECTUAL PROPERTY

- 12.1 You grant AnyGood? for the duration of this agreement a non-exclusive, worldwide licence to use your copyright and neighbouring and related rights, trademarks and service marks, business names and domain names, rights in trade dress and rights in designs whether registered or unregistered (the **"Intellectual Property Rights"**) on a worldwide basis in relation to the services provided by AnyGood?.
- 12.2 Subject to your written approval, for the duration of this agreement you grant AnyGood? a non-exclusive, worldwide licence to use your Intellectual Property Rights, on a worldwide basis in relation to the promotion of AnyGood?.

13. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- 13.1 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.
- 13.2 We are not responsible for business losses, including loss of profit, loss of business, business interruption or loss of business opportunity.
- 13.3 If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable.

14. USE OF INFORMATION

We will use the personal information you provide to us in accordance with our privacy policy (<https://anygood.com/privacy-policy/>).

15. TERMINATION/RIGHT TO SUSPEND OR CANCEL YOUR REGISTRATION

- 15.1 We may suspend or cancel your registration immediately and without notice to you at our reasonable discretion or if you breach any of your obligations under these terms and conditions.
- 15.2 You can cancel your registration at any time by emailing admin@anygood.com.

16. OTHER IMPORTANT TERMS

- 16.1 **Nobody else has any rights under this agreement.** This agreement is between you and us. No other person shall have any rights to enforce any of its terms.

- 16.2 **No partnership or agency.** Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.
- 16.3 **Entire agreement.** This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 16.4 **The Schedule forms part of this agreement.** The Schedule shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the schedule.
- 16.5 **If a court finds part of this agreement illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 16.6 **Governing Law.** This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 16.7 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

We confirm that we accept and agree to these terms.

Signed by

for and on behalf Stride
Consultants Limited T/A
AnyGood?

Director

Dated

Client agreement

Signature

Dated

..... ..

Name

Job Title

SCHEDULE 1

FEES

COVID RELATED ROLES

Where a role directly supports the economic, health or social impact of the pandemic, these will be shared for free. There is no member incentive for recommending a candidate for these roles. This is agreed with clients on a per role basis. Otherwise, pricing below applies.

CORE PRICING MODEL - PAY UPON HIRING

Permanent Roles;

A one-off payment of the below amount + VAT to AnyGood? within 30 days of the contracts being signed. Role amount relates to gross annual salary + package.

- £6,500 - roles £60k+
- £5,000 - roles £40k-£59K
- £3,500 - roles up to £39k

Contract Roles;

Either a one off payment of £6,500 + VAT to AnyGood? within 30 days of the contracts being signed

Or,

Initial payment of £1,500.00 + VAT within 30 days of the contracts being signed, followed by £1,000.00 +VAT paid each calendar month for the following 5 months.