

NearU

HOST TERMS AND CONDITIONS

1. THE PURPOSE OF THESE TERMS

1.1. These terms of use set out the legally binding agreement under which you use:

- (a) the website at www.nearu.io (the **Website**);
 - (b) the NearU mobile application software and the data supplied with such software (the **App**); and
 - (c) the services provided through the App,
- together, the **NearU Services**.

2. WHO WE ARE AND WHAT WE DO

2.1. **Who we are.** We are Narau Ltd trading as "NearU" (**we, us, our** or **NearU**) a company registered in England and Wales. Our company registration number is 12214791 and our registered office is at 1 Lyric Square, London, UK, W6 0NB.

2.2. **Our services.** Through the NearU Services we provide a booking platform which allows users (**Users**) to book slots to use work spaces, gyms and health and leisure facilities (**Facilities**) provided by third party hosts (**you, your** or **Hosts**) on a flexible basis. By registering with the NearU Services (a **Registered User**), Hosts can list Facilities, and Users can search for, book and/or review the Facilities.

2.3. **Host Terms and Conditions.** These terms will apply to you, a corporate entity or organisation, as a Host for the purpose of listing Facilities. If you are a User for the purpose of searching for, booking and/or reviewing the Facilities, please refer to the User Terms and Conditions.

3. CONTACT DETAILS

3.1. **How to contact us.** To contact us, including to make a complaint about the NearU Services, please write to us at information@nearu.io. If your complaint is about how we store or process your personal information, you can also contact the Information Commissioner's Office, although we would appreciate the opportunity to resolve your concern directly first.

3.2. **How we may contact you.** If you are a Registered User and we need to contact you, we will do so using the email address that you provided to us when setting up your Registered User Account.

3.3. **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

4. OUR LEGALLY BINDING AGREEMENT WITH YOU

4.1. **Our Terms.** These terms (the **Terms**) form a legally binding agreement between us and a Host in relation to a Host's use of the NearU Services. By doing any of the following:-

- (a) visiting the Website;
- (b) downloading the App;
- (c) signing up to become a Registered User; or
- (d) using any element of the NearU Services,

a Host accepts the Terms and agrees to comply with them. If a Host does not agree to the Terms, it must not visit the Website, download the App, sign up to become a Registered User or use any element of the NearU Services.

4.2. **A Host is a Business.** A Host warrants and represents that it is a Business, and not a Consumer. A Host shall not use the NearU Services as a Host unless it is a Business. For the purposes of the Terms:

- (a) **Consumer** means any person who is using the NearU Services for purposes that are wholly or mainly outside their trade, business, craft or profession; and
- (b) **Business** means any person who is using the NearU Services other than as a Consumer.

4.3. **Changes to the Terms.** We may amend these Terms from time to time, and Hosts are deemed to accept and agree to be bound by any amendments to these Terms upon using any element of the NearU Services after these amendments have been made. Hosts must check these Terms and are deemed to accept the then current version upon using any element of the NearU Services. These Terms were most recently updated on 1st May 2024. If a Host does not wish to accept any amended terms, it can cease to use the NearU Services, as further detailed in clause 19 (*Termination and Suspension*).

5. INFORMATION RELATING TO REGISTERED USER ACCOUNTS

5.1. **Licence of information in Registered User Account.** When you sign up to be a Registered User, you grant to us a non-exclusive, royalty-free licence to use the information in the account that we set up to enable your use of the NearU Services (your **Registered User Account**) for all purposes connected with the NearU Services or referred to in the Terms with the right to use, modify, display, distribute and create new material using or incorporating that information in order to provide the NearU Services to you, and you grant us the right to sub-licence these rights to third parties or members of our corporate group in accordance with the terms of the Privacy Policy. You acknowledge and agree that we may disclose your identity and information relating to your Registered User Account to third parties if we are required to do so by applicable law or court order.

5.2. **Licence of data generated through the NearU Services.** When you sign up to be a Registered User, you grant to us a non-exclusive, royalty-free licence to use your fully anonymised inputs into, and the outputs generated by, the NearU Services in any way, and for any purpose, that we see fit with the right to use, modify, display, distribute and

create new material using or incorporating that information, and you grant us the right to sub-licence these rights to third parties or members of our corporate group.

- 5.3. **Duty to provide accurate information.** You agree to provide us with accurate information for the purposes of your Registered User Account, and not to misrepresent your identity or information. We are under no obligation to check the accuracy of the information that you provide to us, but you hereby authorise us to, directly or through a third party, obtain, verify and record information and documentation that helps us to verify your information if we wish to do so. You will notify us if any of your information changes.
- 5.4. **Duty to keep information confidential.** If you choose, or you are provided with, login details, a Registered User identification code, password or any other piece of information as part of our security procedures, you must treat that information as confidential and you must not disclose it to any third party.
- 5.5. **Our right to suspend or disable your Registered User Account.** We have the right to suspend or disable your Registered User Account for any reason, including security reasons, if you are in breach of the provisions of these Terms or any other terms and conditions relating to the NearU Services.

6. LICENCE TO USE THE NARAU SERVICES

- 6.1. Once you have accepted these Terms, we license you to use the NearU Services, any updates or supplements to such, and the related documentation and content (**Documentation**) as permitted in these Terms.
- 6.2. In return for your agreeing to comply with these Terms you may:-
 - (a) download or stream a copy of the App onto the number of devices as agreed by NearU and view, use and display the App and the NearU Services on such devices only;
 - (b) download or stream and use the App and NearU Services for your internal business purposes only;
 - (c) use any Documentation to support your permitted use of the App and the NearU Services only;
 - (d) provided you comply with clause 9 (*Licence Restrictions*) make a reasonable number copies of the App for back-up purposes; and
 - (e) receive and use any free supplementary software code or update of the App incorporating "patches" and corrections of errors as we may provide to you for the purposes of receiving the NearU Services.
- 6.3. You may not transfer the benefit of this licence to any third party.
- 6.4. You must supervise and control use of the NearU Services and Documentation and ensure that the NearU Services and Documentation are used by your employees and representatives in accordance these Terms.

7. COMPATIBILITY REQUIREMENTS

7.1. The App requires an Android (KitKat 4.4 or higher) or iOS (12.0 or higher) device.

8. UPDATES TO THE APP

8.1. **From time to time we may automatically update the App and change the NearU Services** to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Alternatively, we may ask you to update the App for these reasons.

8.2. **If you choose not to install such updates** or if you opt out of automatic updates you may not be able to continue using the NearU Services.

9. LICENCE RESTRICTIONS

9.1. You agree that you will:

- (a) not rent, lease, sub-license, loan, provide, or otherwise make available, the NearU Services in any form, in whole or in part to any third party without prior written consent from us;
- (b) not translate, merge, adapt, vary, alter or modify, the whole or any part of the App, Documentation or NearU Services nor permit the App or the NearU Services or any part of them to be combined with, or become incorporated in, any other programs, except as necessary to use the App and the NearU Services on devices as permitted in these terms;
- (c) not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the App or the NearU Services nor attempt to do any such things, except to the extent that (by virtue of sections 50B and 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are necessary to decompile the App to obtain the information necessary to create an independent program that can be operated with the App or with another program (**Permitted Objective**), and provided that the information obtained by you during such activities:
 - (i) is not disclosed or communicated without our prior written consent to any third party to whom it is not necessary to disclose or communicate it in order to achieve the Permitted Objective;
 - (ii) is not used to create any software that is substantially similar in its expression to the App;
 - (iii) is kept secure;
 - (iv) is used only for the Permitted Objective; and
- (d) comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the App or any NearU Service.

- 9.2. **Limited right to print off, download, etc.** You may print off one copy, and may download extracts, of any material provided to you through the NearU Services for your internal business use and draw the attention of others within your organisation to content provided through the NearU Services.
- 9.3. **No right to use content for commercial purposes.** You must not use any part of the content provided through the NearU Services for commercial purposes without obtaining a licence to do so from us or our licensors.
- 9.4. **We are not responsible for viruses and you must not introduce them.** We do not guarantee that the NearU Services will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and devices to access the NearU Services. You should use your own virus protection software. You must not:
- (a) misuse the NearU Services by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful;
 - (b) attempt to gain unauthorised access to the NearU Services, the server on which the NearU Services are stored or any server, computer or database connected to the NearU Services;
 - (c) use any robot, spider, scraper, deep link or other data gathering or extraction tool, program, algorithm or methodology to access, acquire, copy or monitor the the NearU Services or any portion of them;
 - (d) use or attempt to use any engine, software, tool, agent or other device to navigate or search the NearU Services, other than search engines and search agents available through the NearU Services or through generally available third party web browsers; or
 - (e) attack the NearU Services via a denial-of-service attack or a distributed denial-of service attack;

and by breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them.

- 9.5. **Consequences of breach of clauses 9.1 to 9.4.** If you breach any of these terms, your right to use the NearU Services will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.
- 9.6. **Linking to our Website or App.** You may link to the NearU Services, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link to the NearU Services in any website that is not owned by you. The NearU Services must not be framed on any other website. We reserve the right to withdraw linking permission without notice.

9.7. **We are not responsible for websites we link to.** Where the NearU Services contain links to other websites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control over the contents of those websites or resources and we are not responsible for and have not checked and approved their content or their privacy policies (if any).

10. ACCEPTABLE USE AND CONTENT STANDARDS

10.1. **You agree that you will comply** with, and shall procure that your employees and representatives comply with, the following provisions relating to acceptable use and content standards contained in this clause 10 (*Acceptable Use and Content Standards*). You shall be liable for all acts and omissions of your employees and representatives as if they are the acts and omissions of you.

10.2. **You must not infringe our Intellectual Property Rights (as defined below) or those of any third party** in relation to your use of the App or any NearU Service (to the extent that such use is not licensed by these Terms).

10.3. **You must not use the App or any NearU Service in a way that could damage, disable, overburden, impair or compromise** our systems, software, Website, App or security or interfere with other users.

10.4. **You must not collect or harvest any information or data** from any NearU Service or our systems or attempt to decipher any transmissions to or from the servers running any NearU Service.

10.5. **You must not** upload content to the NearU Services, make contact with other users, link to the Website, or interact with the NearU Services in any way:-

- (a) which breaches any applicable local, national or international law or regulation;
- (b) is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect;
- (c) for the purpose of harming or attempting to harm minors in any way;
- (d) to bully, insult, intimidate or humiliate any person;
- (e) to send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards at clause 10.6 (*You must comply with our content standards*); or
- (f) to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).

10.6. **You must comply with our content standards.** These content standards (**Content Standards**) apply to any and all material which you contribute to the NearU Services (**Contribution**), and to any interactive services associated with it. The Content Standards must be complied with in spirit as well as to the letter. The Content Standards apply to each part of any Contribution as well as to its whole. We will determine, in our discretion, whether a Contribution breaches the Content Standards.

- (a)** A Contribution must:
- (i)** be accurate (where it states facts).
 - (ii)** be genuinely held (where it states opinions); and
 - (iii)** comply with the law applicable in England and Wales and in any country from which it is posted.
- (b)** A Contribution must not:-
- (i)** be defamatory of any person, threatening, obscene, offensive, hateful or inflammatory;
 - (ii)** bully, insult, intimidate or humiliate;
 - (iii)** be likely to harass, upset, embarrass, alarm or annoy any other person;
 - (iv)** include child sexual abuse material;
 - (v)** promote violence;
 - (vi)** promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
 - (vii)** infringe any copyright, database right or trade mark of any other person;
 - (viii)** be likely to deceive any person;
 - (ix)** breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
 - (x)** promote any illegal content or activity or be in contempt of court;
 - (xi)** impersonate any person or misrepresent your identity or affiliation with any person;
 - (xii)** give the impression that the Contribution emanates from NearU, if this is not the case;
 - (xiii)** advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse;
 - (xiv)** contain a statement which you know, believe, or have reasonable grounds for believing, that members of the public are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism; or
 - (xv)** contain any advertising or promote any services or web links to other sites.

10.7. When we consider that a breach of this clause 10 (*Acceptable Use and Content Standards*) has occurred (in our absolute and sole discretion), we may take such action

as we deem appropriate, and such breach may result in our taking all or any of the following actions:

- (a) suspension of your Registered User Account in accordance with clause 5.5 (*Our right to suspend or disable your Registered User Account*);
- (b) ending your right to use the NearU Services in accordance with clause 19.1 (*Termination and Suspension*);
- (c) immediate, temporary or permanent removal of any Contribution uploaded by you to the NearU Services;
- (d) legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach, or further legal action against you;
- (e) disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

10.8. We exclude our liability for all action we may take in response to breaches of this clause 10 (*Acceptable Use and Content Standards*). The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.

11. INTELLECTUAL PROPERTY RIGHTS

11.1. **Intellectual Property Rights** means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

11.2. All Intellectual Property Rights in the App, the Documentation and the NearU Services throughout the world belong to us (or our licensors) and the rights to use the App and the NearU Services are licensed (not sold) to you. You have no intellectual property rights in, or to, the App, the Documentation or the NearU Services other than the right to use them in accordance with these Terms. All rights are reserved.

12. USING THE NARAU SERVICES

12.1. You may use the NearU Services to create listings for Facilities which are made available to Users to search for, book and/or use Facilities (the **Listings**).

12.2. As the provider of the booking platform, we do not own, control, offer or manage any Listings or Facilities, or any details, description, photographs and images of the Facilities

provided by you for inclusion in a Listing (the **Listing Content**), or the Hosts' interaction, or relationship, with Users.

- 12.3. We may, but are not obligated to, monitor, verify or review any Listings posted using the NearU Services.
- 12.4. We may delete any Listing or any Listing Content, or cancel any Confirmed Booking, in whole or in part, that in our absolute and sole discretion violates these Terms, or may harm the reputation of the NearU Services or us, or which could be detrimental to the operation of the NearU Services.
- 12.5. A User's booking is accepted and becomes legally binding when they receive a notification confirming their booking and/or the booking appears as a confirmed booking on their relevant bookings page or screen through the NearU Services. When this happens, a contract is formed directly between you and the User (a **Confirmed Booking**). You will receive a notification of each Confirmed Booking. We are not a party to the contract concluded directly between you and the User.
- 12.6. Confirmed Bookings cannot be amended or modified by you in any way, subject to clause 12.7.
- 12.7. You may cancel any Confirmed Booking at any time until 24 hours prior to the start of the relevant booking, and you acknowledge and agree that a User shall not be liable for payment of any fees, charges and taxes indicated in the relevant Listing (the **Fees**) in relation to such.
- 12.8. You acknowledge and agree that a User may cancel any Confirmed Booking at any time until 24 hours prior to the start of the relevant booking, without liability for payment of any Fees in relation to such.

13. INTERACTION WITH USERS

- 13.1. You are solely responsible for your interaction, and relationship, with Users.
- 13.2. You acknowledge and agree that we do not verify Users or their profiles on the NearU Services.
- 13.3. We make no representations or warranties as to the conduct of Users or their ability to receive the NearU Services.
- 13.4. Notwithstanding clause 12.5 and clause 13.1, Hosts shall not collect any payment or Fees directly from Users in relation to the NearU Services.

14. HOST OBLIGATIONS

14.1. You shall co-operate with us in all matters relating to the NearU Services and shall provide us with information relating to Facilities and Listings as may reasonably be required to allow us to operate the NearU Services.

14.2. You agree and undertake to:

- (a)** ensure that any Listing Content is true and accurate at all times. You must update and manage the Listing Content as applicable. We are not responsible for any Listing Content;
- (b)** ensure that Facilities are provided to Users in accordance with their description, to the standard specified, and with the amenities described, in a Listing;
- (c)** ensure that you include within a Listing any applicable health and safety, eligibility and permission requirements (including but not limited to any medical, injury and/or health requirements) which are applicable to a User in order for a User to be eligible for and permitted to use the Facilities;
- (d)** make any relevant services described in a Listing available to Users;
- (e)** obtain appropriate insurance in relation to providing the Facilities, and provide us with a copy of the relevant insurance policy documents on reasonable request from us;
- (f)** make the Facilities accessible for Users in accordance with bookings made using the NearU Services;
- (g)** comply with any laws, rules, regulations and contracts with third parties that apply to your Listing or Listing Content, including any agreements with landlords, licensors, property owners or similar in relation to your Listing. You warrant that (i) complying with your obligations under the Terms, creating a Listing or providing the Facilities to Users will not breach any laws, rules, regulations and contracts with third parties that apply to your Listing or Listing Content, and (ii) you have the right or licence to operate your Listing and provide the relevant Facilities to Users. You agree and undertake to obtain, and comply with, any licence, consent, permission, authorisation or approval required prior to operating your Listing and providing the relevant Facilities to Users;
- (h)** comply (and ensure that all employees, contractors, consultants, officers, agents and representatives comply) with all relevant laws, rules, regulations and contracts with third parties relating to the installation, positioning, use and monitoring of any CCTV, and storage of any CCTV footage;
- (i)** provide us (or the relevant party) with access to, and copies of, any CCTV footage upon our reasonable request or in order to comply with relevant laws, rules, regulations, contracts with third parties or any request of a legal, regulatory, governmental or other authority or body; and
- (j)** comply with all relevant regulations and laws, including without limitation health and safety, property, and data protection and privacy legislation.

- 14.3. You must notify us and the relevant User immediately in the event that you make a change to:-
- (i) the availability of the Facilities; or
 - (ii) the Listing Content, which may include, amongst other things, the description of the Facilities, photographs of the Facilities, details of facilities or amenities available, and/or the Fees,
- in relation to any Listing at any time after a Confirmed Booking has been made.
- 14.4. You must not make any of the changes referred to at clause 14.3 less than 24 hours prior to the start of a relevant Confirmed Booking.
- 14.5. You must check that any User with a Confirmed Booking is suitable to attend and use the relevant Facilities. NearU is not responsible for ensuring any User is eligible or will be permitted to attend and use the Facilities, and NearU shall have no liability whether in contract, tort (including negligence) or otherwise, for loss or damage suffered or incurred by you, whether directly or indirectly, as a result of any User being denied access to the Facilities as a result of them being ineligible or not permitted to attend and use the Facilities for any reason.
- 14.6. If use of the Facilities may be physically demanding in any way whatsoever, and/or involve a risk of injury or loss of life, you must:-
- (a) request appropriate medical, injury and health information from the User prior to allowing them access to the Facilities and, if you deem appropriate, ensure that the User obtains professional advice from their doctor prior to allowing the User to access the Facilities;
 - (b) obtain certification from the User prior to allowing them access to the Facilities that (i) the information they have provided to you is correct and accurate, (ii) they have no medical conditions, injuries or health concerns that make it dangerous to use the Facilities, (iii) they acknowledge and agree use of the Facilities is physically demanding and the risk of injury is significant, including the potential for serious bodily injury, permanent disability, paralysis and loss of life; such risks cannot be eliminated entirely without jeopardizing the essential qualities of the Facilities; and that while rules, equipment and self-discipline may reduce the risks, the risk of injury and loss of life does still exist, (iv) they will comply with any rules and instructions notified to them by you (v) they are solely responsible for their own acts and omissions, and (iv) they consent to receiving treatment that may be deemed advisable in the event of injury, accident or illness;
 - (c) clearly and visibly issue any appropriate rules and instructions in relation to the Facilities to reduce any associated risks.
- 14.7. As the provider of the booking platform, we do not control, manage or provide any Users. A Confirmed Booking is a contract formed directly between you and the User. We

are not a party to the contract concluded directly between you and the User. To the extent any User is not suitable in respect of a Confirmed Booking, you must cancel the Confirmed Booking at least 24 hours prior to the start of the relevant booking in accordance with clause 12.7. We shall have no liability whether in contract, tort (including negligence) or otherwise, for loss or damage suffered or incurred by you, whether directly or indirectly, for any failure by you to complete cancellation.

14.8. You are responsible for any User's use of the Facilities. If there is any problem with a User's use of the Facilities, you must contact or respond to them directly. We are not responsible for the User's use of the Facilities.

14.9. You must notify us immediately in the event that:-

- (a) any User has breached the terms of a Confirmed Booking or a Listing;
- (b) any User has behaved in an unacceptable manner in relation to or when attending the Facilities, and provide us with full details of this; or
- (c) you require that a User to be prevented from booking your Listings using the NearU Services. We shall not be responsible for any such User continuing to book your Listings, or the Fees in relation to such, in the event that you fail to provide such notification.

15. LISTING LICENCE

15.1. By posting a Listing using the NearU Services, you hereby irrevocably grant to us a worldwide, transferable, sub-licensable, royalty-free, right and license to host, store, use, copy, display, reproduce, adapt, edit, publish, modify and distribute the Listing Content. Such license is for the purpose of operating, developing, providing and advertising the NearU Services.

15.2. You warrant and represent that you are the sole legal and beneficial owner of the Listing Content and that it is true and accurate.

16. FEES AND PAYMENT

16.1. In relation to each Confirmed Booking, NearU shall pay to the Host any Fees actually received from a User in relation to such booking, less 10% of such (the **NearU Fee**), (the **Host Fees**).

16.2. When signing up for a Registered User Account, you must inform us of any relevant VAT requirements and, if applicable, your VAT number, and you warrant and represent that such information shall be true, complete and accurate in all respects. You are, and remain liable, for your own tax obligations.

16.3. In the event that you change the Fees relating to any Listing at any time, such change will not apply any Confirmed Bookings made prior to the effective date of the Fees change.

16.4. If a User cancels a Confirmed Booking, NearU shall not be liable to the Host for any Host Fees.

16.5. In the event that:-

(a) NearU has paid the Host Fees in relation to a Confirmed Booking to you in accordance with clause 16.1, and the User subsequently cancels such booking; or

(b) a User requests a refund from NearU in relation to a Confirmed Booking which has been completed due to a breach by the Host of these terms,

you shall return such Host Fees to us within 10 business days of receiving notification from us (**Return Notification**). You may request evidence that NearU has refunded the User, but must do so within 5 business days of receiving the Return Notification, and we shall provide such evidence as soon as reasonably practicable. The obligation to provide such evidence shall not affect or delay your payment obligation under this clause 16.5.

16.6. If you do not make any payment to us by the due date, we may charge interest to you on the overdue amount at the rate of 8% a year above the base lending rate of Barclays Bank PLC from time to time (or, if lower, the maximum rate permitted by applicable law). This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

17. CHANGES TO THE NEARU SERVICES

17.1. We may update and change any element of the NearU Services, including suspending or withdrawing elements of the NearU Services, from time to time.

18. WHEN WE WILL PROVIDE THE NEARU SERVICES

18.1. These terms remain in effect between us until either you or we terminate the agreement in accordance with these Terms.

18.2. We are not responsible for delays to the NearU Services or any of our obligations under these Terms which are caused by an event outside of our control, and we shall have no liability whether in contract, tort (including negligence) or otherwise, for loss or damage suffered or incurred by you, whether directly or indirectly, in relation to such.

18.3. Without prejudice to clause 18.2, we may need to delay granting you access to one or more of the NearU Services for the reasons set out in clause 8.1 (*Updates to the App*).

18.4. We shall have no liability to you, whether in contract, tort (including negligence) or otherwise, for loss or damage suffered or incurred by you, whether directly or indirectly, as a result of any failure or delay in the supply of the NearU Services (as applicable and whether in whole or in part) to you, if this failure or delay is caused by your failure or delay in giving us the complete and accurate information that we need in order to supply the NearU Services to you, within a reasonable time of us asking for it.

18.5. We do not warrant or guarantee that any element of the NearU Services will always be error-free, available or be uninterrupted. We may terminate, suspend or withdraw or restrict the availability of all or any part of the NearU Services with immediate effect and at our complete discretion, including (but not limited to) business and operational reasons, the malfunction of equipment, periodic updating, maintenance or repair. If you are a Registered User we will try to give you reasonable notice of any suspension or withdrawal.

19. TERMINATION AND SUSPENSION

19.1. We may terminate our agreement with you immediately if you commit a material breach of these Terms. Immediately upon termination:

- (a) you must pay us all sums due and payable to us;
- (b) you must stop all activities authorised by these Terms, including your use of the App and any NearU Services;
- (c) you must delete or remove the App from all devices in your possession and immediately destroy all copies of the App which you have and confirm to us that you have done this; and
- (d) we may remotely access your devices and remove the App from them and cease providing you with access to the NearU Services.

19.2. We may suspend your access to the NearU Services if you do not pay any amounts due to us under clause 16.5. As well as suspending the NearU Services we can also charge you interest on your overdue payments pursuant to clause 16.6.

19.3. You may terminate your agreement with us by closing your Registered User Account at any time, but you shall remain liable to pay any sums due to us.

20. DEPENDENCIES

20.1. We make no representations, warranties or guarantees, whether express or implied, that the content provided through the NearU Services is accurate, complete or up to date or that it is kept up to date, and we expressly disclaim any warranties of non-infringement or fitness for a particular purpose.

20.2. In providing the NearU Services, we rely on:

- (a) the accuracy of third party data; and
- (b) the satisfactory performance of:
 - (i) third party software and systems;
 - (ii) our, and your, Internet connection and device or system capabilities; and
 - (iii) our own bespoke software and systems,

together, the **Dependencies**.

20.3. Without prejudice to clause 21 (*Our responsibility for loss or damage suffered by you*), we shall have no liability to you, whether in contract, tort (including negligence) or otherwise, for loss or damage suffered or incurred by you, whether directly or indirectly, as a result of the failure of any of the Dependencies.

21. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

21.1. Our liability under these Terms is not excluded or limited in any way 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.

21.2. We exclude all implied conditions, warranties, representations or other terms that may apply to these Terms, your use of the NearU Services or the provision or receipt of the NearU Services, or any content or information provided through the NearU Services.

21.3. We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising in whole or in part from your use of the NearU Services or the provision or receipt of the NearU Services, or any content or information provided through the NearU Services.

21.4. We will not be liable for: (i) loss of income, profits, sales, business, revenue or data; (ii) business interruption; (iii) loss of anticipated savings; (iv) loss of business opportunity, goodwill or reputation; or (v) any indirect or consequential loss or damage of any kind, in each case whether arising in whole or part from your use of the NearU Services or the provision or receipt of the NearU Services, or any content or information provided through the NearU Services.

21.5. Subject to clauses 21.1 to 21.4 above, our aggregate liability to you under or in connection with these Terms, your use of the NearU Services or any content or information provided through the NearU Services, whether in contract, tort or otherwise, shall not exceed the total amount paid or payable to you in respect of Host Fees.

21.6. We will have no liability whether in contract, tort (including negligence) or otherwise, for loss or damage suffered or incurred, whether directly or indirectly, by any person in relation to the Facilities, any Listing, any Listing Content, or your contract or relationship with any User.

22. INDEMNITY

22.1. You hereby indemnify us against all liabilities, costs, expenses, damages and losses (including but not limited to any losses, loss of profit, and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses suffered or incurred by us arising out of:-

- (a) any third party claim for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with a Listing or any Listing Content provided by you in connection with the NearU Services; or
- (b) NearU being required to reimburse a User in the event that they have been unable to access the Facilities, or they have experienced a problem in using any of the Facilities or the services advertised in the Listing; or
- (c) in whole or in part, your breach of any provision(s) of these Terms.

23. DATA PROTECTION

- 23.1. We will only use personal information as set out in our Privacy Policy.
- 23.2. Each of NearU and the Hosts shall, at their own expense, ensure that they comply with and assist the other party to comply with the requirements of all legislation and regulatory requirements in force from time to time in the UK relating to the use of personal data and the privacy of electronic communications, including (i) the Data Protection Act 2018 and any successor UK legislation, (ii) the retained EU law version of General Data Protection Regulation ((EU) 2016/679) (UK GDPR), and (iii) the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.

24. OTHER IMPORTANT TERMS

- 24.1. These Terms represent the entire agreement and understanding between us regarding your use of the NearU Services, and supersede all previous agreements between us.
- 24.2. Your relationship with NearU is limited to being an independent, third-party, and not an employee, agent, joint venturer or partner of NearU for any reason, and you act exclusively on your own behalf and for your own benefit, and not on behalf, or for the benefit, of NearU.
- 24.3. We may transfer our rights and obligations under the Terms to another organisation. If you are a Registered User, we will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
- 24.4. You may only transfer your rights or your obligations under the Terms to another person if we agree to this in writing.
- 24.5. This contract is between you and us. No other party shall have any rights to enforce any of its terms.
- 24.6. If any provision or part-provision of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these Terms.

- 24.7. A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy or prevent or restrict the further exercise of that or any other right or remedy.
- 24.8. Any notice or other communication given to a party under or in connection with the Terms shall be in writing, addressed to that party at its registered office or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier, or email. A notice or other communication shall be deemed to have been received: if delivered personally, upon actual delivery; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second business also day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by email, one business day after transmission. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
- 24.9. The Terms are governed by English law and you can bring legal proceedings in respect of the NearU Services in the English courts. If you live in Scotland you can bring legal proceedings in respect of the NearU Services in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the NearU Services in either the Northern Irish or the English courts.

NearU

USER TERMS AND CONDITIONS

1. THE PURPOSE OF THESE TERMS

1.1 What these terms cover. These terms of use set out the legally binding agreement under which you use:

- (a) the website at www.nearu.io (the Website);
- (b) the NearU mobile application software and the data supplied with such software (the App); and
- (c) the services provided through the App, for yourself or on behalf of others,

together, the NearU Services.

1.2 Why you should read them. Please read these terms carefully before using the NearU Services. These terms tell you: who we are; what we do; how we will provide the NearU Services to you; how you and we may change or end the contract between us; what to do if there is a problem; and other important information.

2. WHO WE ARE AND WHAT WE DO

2.1 Who we are. We are NearU Ltd trading as "NearU" (we, us, our or NearU) a company registered in England and Wales. Our company registration number is 12214791 and our registered office is at 1 Lyric Square, London, UK, W6 0NB

2.2 Our services. Through the NearU Services we provide a booking platform which allows users (you, your, or Users) to book slots to use work spaces, gyms and health and leisure facilities (Facilities) provided by third party hosts (the Hosts) on a flexible basis. By registering with the NearU Services (a Registered User), Hosts can list Facilities, and Users can search for, book and/or review the Facilities.

2.3 User Terms and Conditions. These terms will apply to you if you are a User of the NearU Services for the purpose of searching for, booking and/or reviewing Facilities. If you are a Host, please refer to the Host Terms and Conditions.

3. CONTACT DETAILS

3.1 How to contact us. To contact us, including to tell us about a problem or make a complaint about the NearU Services, please write to us at information@nearu.io. If your complaint is about how we store or process your personal information, you can also contact the Information Commissioner's Office, although we would appreciate the opportunity to resolve your concern directly first.

3.2 How we may contact you. If you are a Registered User and we need to contact you, we will do so using the email address that you provided to us when setting up your Registered User Account.

3.3 "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

4. OUR LEGALLY BINDING AGREEMENT WITH YOU

4.1 Our Terms. These terms and the Privacy Policy (which explains how we use your personal information) (together, the Terms) form a legally binding agreement between us and you in relation to your use of the NearU Services. You should read the Terms carefully and we recommend that you print or save a copy of them for future reference. By doing any of the following:-

- (a) visiting the Website;
- (b) downloading the App;
- (c) signing up to become a Registered User; or
- (d) using any element of the NearU Services,

you confirm that you accept the Terms and that you agree to comply with them. If you do not agree to the Terms, you must not visit the Website, download the App, sign up to become a Registered User or use any element of the NearU Services.

4.2 For the purposes of the Terms:

- (a) Consumer means any person who is using the NearU Services for purposes that are wholly or mainly outside their trade, business, craft or profession; and
- (b) Business means any person who is using the NearU Services other than as a Consumer.

4.3 Changes to the Terms. We may amend these Terms from time to time, and you are deemed to accept and agree to be bound by any amendments to these Terms when you use any element of the NearU Services after these amendments have been made. Every time you wish to use any element of the NearU Services, please check these Terms to ensure you understand the terms that apply at that time. These Terms were most recently updated on [1st May 2024]. If you do not wish to accept any amended terms, you can cease to use the NearU Services, as further detailed in clause 16 (Your rights to end the agreement).

4.4 Errors in the Terms. If you think that there is a mistake in the Terms, please contact us using the details set out in clause 3.1 (How to contact us) and ask for your suggested corrections or changes to be made in writing. This can help to avoid any uncertainty around what you expect from us, and what we expect from you.

4.5 The NearU Services are only for adult users. By visiting the Website, downloading the App, signing up to become a Registered User or using any element of the NearU Services, you confirm that you are at least 18 years old.

5. INFORMATION RELATING TO REGISTERED USER ACCOUNTS

5.1 Licence of information in Registered User Account. When you sign up to be a Registered User, you grant to us a non-exclusive, royalty-free licence to use the information in the account that we set up to enable your use of the NearU Services (your Registered User Account) for all purposes connected with the NearU Services or referred to in the Terms with the right to use, modify, display, distribute and create new material using or incorporating that information in order to provide the NearU Services to you, and you grant us the right to sub-licence these rights to third parties or members of our corporate group in accordance with the terms of the Privacy Policy. You acknowledge and agree that we may disclose your

identity and information relating to your Registered User Account to third parties if we are required to do so by applicable law or court order.

5.2 Licence of data generated through the NearU Services. When you sign up to be a Registered User, you grant to us a non-exclusive, royalty-free licence to use your fully anonymised inputs into, and the outputs generated by, the NearU Services in any way, and for any purpose, that we see fit with the right to use, modify, display, distribute and create new material using or incorporating that information, and you grant us the right to sub-licence these rights to third parties or members of our corporate group.

5.3 Duty to provide accurate information. You agree to provide us with accurate information for the purposes of your Registered User Account, and not to misrepresent your identity or information. We are under no obligation to check the accuracy of the information that you provide to us, but you hereby authorise us to, directly or through a third party, obtain, verify and record information and documentation that helps us to verify your information if we wish to do so. You will notify us if any of your information changes.

5.4 Duty to keep information confidential. If you choose, or you are provided with, login details, a Registered User identification code, password or any other piece of information as part of our security procedures, you must treat that information as confidential and you must not disclose it to any third party.

5.5 Our right to suspend or disable your Registered User Account. We have the right to suspend or disable your Registered User Account for any reason, including security reasons, if you are in breach of the provisions of these Terms or any other terms and conditions relating to the NearU Services.

6. LICENCE TO USE THE NARAU SERVICES

6.1 Once you have accepted these Terms, we license you to use the NearU Services, any updates or supplements to such, and the related documentation and content (Documentation) as permitted in these Terms.

6.2 In return for your agreeing to comply with these Terms you may:-

- (a) download or stream a copy of the App onto your personal mobile telephone or handheld devices and view, use and display the App and the NearU Services on such devices;
- (b) use any Documentation to support your permitted use of the App and the NearU Services;
- (c) provided you comply with clause 9 (Licence Restrictions) make a reasonable number copies of the App for back-up purposes; and
- (d) receive and use any free supplementary software code or update of the App incorporating "patches" and corrections of errors as we may provide to you for the purposes of receiving the NearU Services.

6.3 We are giving you personally the right to use the NearU Services. You may not otherwise transfer the NearU Services to someone else, whether for money, for anything else or for free. If you sell any device on which the App is installed, you must remove the App from it.

6.4 If you download or stream the App onto any phone or other device not owned by you, you must have the owner's permission to do so. You will be responsible for complying with these Terms, whether or not you own the phone or other device.

6.5 You are responsible for ensuring that all persons who access the NearU Services through your device or internet connection are aware of these Terms and any other applicable terms and conditions, and that they comply with them.

7. COMPATIBILITY REQUIREMENTS

7.1 The App requires an Android (KitKat 4.4 or higher) or iOS (12.0 or higher) device.

8. UPDATES TO THE APP

8.1 From time to time we may automatically update the App and change the NearU Services to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Alternatively, we may ask you to update the App for these reasons.

8.2 If you choose not to install such updates or if you opt out of automatic updates you may not be able to continue using the NearU Services.

8.3 The App will always work with the current or previous version of the operating system (as it may be updated from time to time) and match the description of it provided to you when you downloaded it.

9. LICENCE RESTRICTIONS

9.1 You agree that you will:

(a) not rent, lease, sub-license, loan, provide, or otherwise make available, the NearU Services in any form, in whole or in part to any person without prior written consent from us;

(b) not translate, merge, adapt, vary, alter or modify, the whole or any part of the App, Documentation or NearU Services nor permit the App or the NearU Services or any part of them to be combined with, or become incorporated in, any other programs, except as necessary to use the App and the NearU Services on devices as permitted in these terms;

(c) not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the App or the NearU Services nor attempt to do any such things, except to the extent that (by virtue of sections 50B and 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are necessary to decompile the App to obtain the information necessary to create an independent program that can be operated with the App or with another program (Permitted Objective), and provided that the information obtained by you during such activities:

(i) is not disclosed or communicated without our prior written consent to any third party to whom it is not necessary to disclose or communicate it in order to achieve the Permitted Objective;

(ii) is not used to create any software that is substantially similar in its expression to the App;

(iii) is kept secure;

(iv) is used only for the Permitted Objective; and

(d) comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the App or any NearU Service.

9.2 Limited right to print off and download. You may print off one copy, and may download extracts, of any material provided to you through the NearU Services for your personal use and, if you are a Business, you may draw the attention of others within your organisation to content provided through the NearU Services.

9.3 No right to use content for commercial purposes. You must not use any part of the content provided through the NearU Services for commercial purposes without obtaining a licence to do so from us or our licensors.

9.4 We are not responsible for viruses and you must not introduce them. We do not guarantee that the NearU Services will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and devices to access the NearU Services. You should use your own virus protection software. You must not:

(a) misuse the NearU Services by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful;

(b) attempt to gain unauthorised access to the NearU Services, the server on which the NearU Services are stored or any server, computer or database connected to the NearU Services;

(c) use any robot, spider, scraper, deep link or other data gathering or extraction tool, program, algorithm or methodology to access, acquire, copy or monitor the the NearU Services or any portion of them;

(d) use or attempt to use any engine, software, tool, agent or other device to navigate or search the NearU Services, other than search engines and search agents available through the NearU Services or through generally available third party web browsers; or

(e) attack the NearU Services via a denial-of-service attack or a distributed denial-of service attack;

and by breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them.

9.5 Consequences of breach of clauses 9.1 to 9.4. If you breach any of these terms, your right to use the NearU Services will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

9.6 Linking to our Website or App. You may link to the NearU Services, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link to the NearU Services in any website that is not owned by you. The NearU Services must not be framed on any other website. We reserve the right to withdraw linking permission without notice.

9.7 We are not responsible for websites we link to. Where the NearU Services contain links to other websites and resources provided by third parties, these links are provided for your information only.

Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control over the contents of those websites or resources and we are not responsible for and have not checked and approved their content or their privacy policies (if any).

10. ACCEPTABLE USE AND CONTENT STANDARDS

10.1 You must not infringe our intellectual property rights or those of any third party in relation to your use of the App or any NearU Service (to the extent that such use is not licensed by these Terms).

10.2 You must not use the App or any NearU Service in a way that could damage, disable, overburden, impair or compromise our systems, software, Website, App or security or interfere with other users.

10.3 You must not collect or harvest any information or data from any NearU Service or our systems or attempt to decipher any transmissions to or from the servers running any NearU Service.

10.4 You must not upload content to the NearU Services, make contact with other users, link to the Website, or interact with the NearU Services in any way:-

- (a) which breaches any applicable local, national or international law or regulation;
- (b) is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect;
- (c) for the purpose of harming or attempting to harm minors in any way;
- (d) to bully, insult, intimidate or humiliate any person;
- (e) to send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards at clause 10.5 (You must comply with our content standards); or
- (f) to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).

10.5 You must comply with our content standards. These content standards (Content Standards) apply to any and all material which you contribute to the NearU Services (Contribution), and to any interactive services associated with it. The Content Standards must be complied with in spirit as well as to the letter. The Content Standards apply to each part of any Contribution as well as to its whole. We will determine, in our discretion, whether a Contribution breaches the Content Standards.

- (a) A Contribution must:
 - (i) be accurate (where it states facts).
 - (ii) be genuinely held (where it states opinions); and
 - (iii) comply with the law applicable in England and Wales and in any country from which it is posted.
- (b) A Contribution must not:-
 - (i) be defamatory of any person, threatening, obscene, offensive, hateful or inflammatory;

- (ii) bully, insult, intimidate or humiliate;
- (iii) be likely to harass, upset, embarrass, alarm or annoy any other person;
- (iv) include child sexual abuse material;
- (v) promote violence;
- (vi) promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- (vii) infringe any copyright, database right or trade mark of any other person;
- (viii) be likely to deceive any person;
- (ix) breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- (x) promote any illegal content or activity or be in contempt of court;
- (xi) impersonate any person or misrepresent your identity or affiliation with any person;
- (xii) give the impression that the Contribution emanates from NearU, if this is not the case;
- (xiii) advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse;
- (xiv) contain a statement which you know, believe, or have reasonable grounds for believing, that members of the public are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism; or
- (xv) contain any advertising or promote any services or web links to other sites.

10.6 When we consider that a breach of this clause 10 (Acceptable Use and Content Standards) has occurred (in our absolute and sole discretion), we may take such action as we deem appropriate, and such breach may result in our taking all or any of the following actions:

- (a) suspension of your Registered User Account in accordance with clause 5.5 (Our right to suspend or disable your Registered User Account);
- (b) ending your right to use the NearU Services in accordance with clause 15.6 (We may end your rights to use the App and the NearU Services if you break these Terms);
- (c) immediate, temporary or permanent removal of any Contribution uploaded by you to the NearU Services;
- (d) legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach, or further legal action against you;
- (e) disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

10.7 We exclude our liability for all action we may take in response to breaches of this clause 10 (Acceptable Use and Content Standards). The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.

11. INTELLECTUAL PROPERTY RIGHTS

11.1 All intellectual property rights in the App, the Documentation and the NearU Services throughout the world belong to us (or our licensors) and the rights to use the App and the NearU Services are licensed (not sold) to you. You have no intellectual property rights in, or to, the App, the Documentation or the NearU Services other than the right to use them in accordance with these Terms. All rights are reserved.

12. USING THE NARAU SERVICES

12.1 Searching the Listings. You can use the NearU Services to search listings for Facilities which are made available by Hosts (the Listings). As the provider of the booking platform, we do not own, control, offer or manage any Listings or Facilities, or your interaction or relationship with the Hosts.

12.2 Facilities may vary slightly from their pictures. Any images of the Facilities provided as part of the NearU Services are for illustrative purposes only. Facilities may vary slightly from those images.

12.3 Corporate Users. If you are a Business, you can register with the NearU Services to allow any Registered User who is your employee, officer, director, contractor or otherwise affiliated with you to use the NearU Services pursuant to its affiliation with you, in accordance with these Terms (a Corporate User).

12.4 Booking Facilities. You can use the NearU Services to book the Facilities.

(a) If you are affiliated with any Corporate User. If you are a Registered User who is an employee, officer, director, contractor or otherwise affiliated with a Corporate User, you can either:-

(i) select that it is a booking on your own account, and you agree to pay all applicable Fees relating to your booking (see clause 13 – Fees and Payment). This will be an Individual Booking; or

(ii) select that it is a booking related to the Corporate User and you and the Corporate User agree that the Corporate User will pay all applicable Fees relating to your booking (see clause 13 - Fees and Payment). This will be a Corporate Booking.

(b) If you are not affiliated with any Corporate User. If you are a Registered User who is not an employee, officer, director, contractor or otherwise affiliated with a Corporate User, your booking will be made using your Registered User Account, and you agree to pay all applicable Fees relating to your booking (see clause 13 - Fees and Payment). This will be an Individual Booking.

12.5 Contract for your booking with the Host. Your booking is accepted and becomes legally binding when you receive a notification confirming your booking and/or your booking appears as a confirmed booking on the relevant bookings page or screen through the NearU Services. When this happens, a contract is formed directly between you and the relevant Host (a Confirmed Booking). We are not a party to the contract concluded directly between you and the Host.

12.6 We may check that you can make Corporate Bookings. We may check to ensure that you are an employee, officer, director, contractor or otherwise affiliated with a Corporate User and that the Corporate User has authorised you to make Corporate Bookings. You must not make Corporate Bookings if you are not authorised to do so.

12.7 If your booking cannot be accepted. In the unlikely event that your booking for the Facilities is unable to be accepted, you will not be charged for the relevant booking. This might be because, amongst other things, we have identified an error in the price or description of the relevant Facilities, we have not been able to verify you as authorised to make Corporate Bookings, a Host has notified us that the Facilities are not available, or a Host has notified us that you have not adhered to the provisions of clause 10 (Acceptable Use and Content Standards) .

12.8 Making changes to your booking. We are unable to make changes to Confirmed Bookings. Instead, you may want to end the contract (see clause 17.3 – Your rights to cancel a Confirmed Booking) and make a new booking.

13. FEES AND PAYMENT

13.1 Where to find the Fees. The fees for booking the Facilities will be the amount of any fees, charges and taxes indicated in the relevant Listing (the Fees).

13.2 We will pass on changes in the rate of VAT (or other applicable taxes). If the rate of VAT (or other applicable taxes) changes between your booking date and the date you have booked the Facilities for, we will adjust the rate that you pay, unless you have already paid for the booking in full before the change in the rate takes effect.

13.3 Changes to Fees. Hosts may change the Fees relating to any Listing at any time. Fees changes will not affect Confirmed Bookings made prior to the effective date of the Fees change.

13.4 When you must pay and how you must pay.

(a) Individual Bookings. You must pay the applicable Fees at the time of booking the Facilities. The methods of payment we accept are indicated on the relevant payment page.

(b) Corporate Bookings. You must either:-

(i) pay the applicable Fees at the time of booking the Facilities. We accept payment through credit card or debit card; or

(ii) select for the relevant Corporate User to pay the applicable Fees.

13.5 Payments by Corporate Users for Corporate Bookings. If you are a Corporate User:-

(a) You must pay the Fees for all Corporate Bookings in accordance with these Terms, other than any Corporate Bookings which have been paid at the time of booking pursuant to clause 13.4(b)(i). You are responsible for payment of all applicable Fees unless and until you have notified us in writing that a Registered User is not your employee, officer, director, contractor or otherwise affiliated with you and therefore not authorised to make Corporate Bookings.

(b) We will invoice you fortnightly in arrears for any applicable Fees. You must pay each invoice within 10 calendar days of the date of the invoice in full and cleared funds to an account nominated by us.

(c) We can charge interest if you pay late. If you do not make any payment to us by the due date, we may charge interest to you on the overdue amount at the rate of 8% a year above the base lending rate of Barclays Bank PLC from time to time (or, if lower, the maximum rate permitted by applicable law). This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

(d) If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

13.6 NearU Pro Charges. We may apply the company fee charge to your account if you use any NearU Company Pro features.

13.7 Minimum Booking Fees. We reserve the right to implement minimum booking fees to accounts. Where applicable; (a) Such fees will be applied consistently across all applicable bookings; and (b) Any minimum booking fees will be included in the total Fees displayed at the time of invoicing.

13.8 Early Payment Requirements. (a) For certain Facilities, particularly event spaces, we may require payment in advance of our standard payment terms ("Early Payment"). (b) Where Early Payment is required: (i) The Early Payment requirement will be clearly stated in the Listing; (ii) The amount and timing of such payment will be specified at the time of booking; and (iii) The booking will not be confirmed until the required Early Payment has been received in full.

14. CHANGES

14.1 Changes to the NearU Services. Subject to the other provisions of this clause 14 (Changes), we may update and change any element of the NearU Services, including suspending or withdrawing elements of the NearU Services, from time to time.

14.2 Minor changes to the NearU Services without notification. We may change the NearU Services without notification to you:

- (i) to reflect changes in relevant laws and regulatory requirements;
- (ii) to implement minor technical adjustments and improvements that will not materially affect your use of the relevant product (e.g. to address a security threat).

14.3 Significant changes to the NearU Services. We may make any changes that that we deem necessary (at our sole discretion) at any time to the NearU Services. If we do so and it affects any Confirmed Booking you have, we will notify you and you may then contact us to end your contract for any Confirmed Booking before the changes take effect and receive a refund for any Confirmed Bookings paid for but not received.

14.4 Hosts may make changes to the available Facilities or the contents of their listings. A Host (in its sole discretion) may make changes to:-

- (i) the availability of its Facilities in any Listing; and
- (ii) the contents or detail of any of its Listings, which may include, amongst other things, the description of the Facilities, photographs of the Facilities, details of amenities or benefits available, and/or the Fees.

If the Facilities becomes unavailable at any time after you have booked it but before your booking has commenced, you will be entitled to receive a refund for such Confirmed Booking. If a Host makes a significant change to a Listing at any time after you have a Confirmed Booking for the relevant Facilities we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any Confirmed Bookings paid for but not received.

15. WHEN WE WILL PROVIDE THE NARAU SERVICES

15.1 When we will provide the NearU Services. These terms remain in effect between us until either you or we terminate the agreement in accordance with these Terms.

15.2 We are not responsible for delays outside our control. If our supply of any NearU Services is delayed by an event outside our control then we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay that could have a material impact on any Confirmed Booking, you may contact us to end the contract and receive a refund for any bookings you have paid for but not received.

15.3 We may need to delay granting access. Without prejudice to clause 15.2 (We are not responsible for delays outside our control), we may need to delay granting you access to one or more of the NearU Services for the reasons set out in clauses 8.1 (Updates to the App), 14.2 (Minor changes to the NearU Services without notification) and 14.3 (Significant changes to the NearU Services), and if this delay is for a period of more than 21 days and could have a material impact on any Confirmed Booking, you may contact us to end the contract and receive a refund for any Confirmed Bookings you have paid for but not received.

15.4 What will happen if you do not give required information to us. We may need certain information from you so that we can supply the NearU Services to you (e.g. a valid email address). If so, this will have been stated on the Website or the App. If you do not provide this information when you sign up to become a Registered User, we will contact you in writing to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or inaccurate information, we may either end the contract (and you will receive a refund for any Confirmed Bookings you have paid for but not received) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We shall have no liability to you, whether in contract, tort (including negligence) or otherwise, for loss or damage suffered or incurred by you, whether directly or indirectly, as a result of any failure or delay in the supply of the NearU Services (as applicable and whether in whole or in part) to you, if this failure or delay is caused by your failure or delay in giving us the complete and accurate information that we need in order to supply the NearU Services to you, within a reasonable time of us asking for it.

15.5 We do not guarantee that any element of the NearU Services will always be available or be uninterrupted. We may terminate, suspend or withdraw or restrict the availability of all or any part of the NearU Services with immediate effect and at our complete discretion, including (but not limited to) business and operational reasons, the malfunction of equipment, periodic updating, maintenance or

repair. If you are a Registered User we will try to give you reasonable notice of any suspension or withdrawal.

15.6 We may end your rights to use the App and the NearU Services if you break these Terms. We may end your rights to use the App and NearU Services at any time by contacting you if you have broken these Terms in a serious way. If what you have done can be put right we will give you a reasonable opportunity to do so. If we end your rights to use the App and NearU Services:

(a) you must stop all activities authorised by these Terms, including your use of the App and any NearU Services;

(b) you must delete or remove the App from all devices in your possession and immediately destroy all copies of the App which you have and confirm to us that you have done this; and

(c) we may remotely access your devices and remove the App from them and cease providing you with access to the NearU Services.

15.7 We may also suspend your access to the NearU Services if you do not pay. If you do not pay us for the bookings when you are supposed to (see clause 13 – Fees and Payment) and you still do not make payment within 15 days of us reminding you that payment is due, we may suspend supply of the NearU Services to you until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the NearU Services to you. We will not suspend the NearU Services to you where you dispute the unpaid invoice (see clause 13.5(d) – Payments by Corporate Users for Corporate Bookings). As well as suspending the NearU Services we can also charge you interest on your overdue payments (see clause 13.5(c) – Payments by Corporate Users for Corporate Bookings).

16. YOUR RIGHTS TO STOP USING THE SERVICES

16.1 You may cease using the NearU Services, or any element of them, at any time without ending your agreement with us, and you do not need to notify us of your intention to do so, but you remain liable to pay any sums due to us.

16.2 You may close your Registered User Account at any time, but you remain liable to pay any sums due to us.

17. CANCELLATIONS

17.1 Host Cancellation. In the unlikely event that your Confirmed Booking for the Facilities is cancelled by the Host, you will receive a refund for the Confirmed Booking you have paid for but not received.

17.2 The remaining provisions of this clause 17 (Cancellations) only apply to you if you are Consumer (as defined).

17.3 Your rights to cancel a Confirmed Booking. You may cancel any Confirmed Booking at any time until 24 hours prior to the start of the relevant booking.

17.4 Ending a contract for a Confirmed Booking because of something we have done or are going to do. If you are ending a contract for a booking for a reason set out in paragraphs (a) to (e) below at any time in the period between making your booking and being granted access to the Facilities, the contract

will end immediately upon your notification to us, and you will be entitled to a refund in full for such booking if you have already paid. The reasons are:

- (a) we have told you about a more significant upcoming change to the NearU Services which has a material impact on a Confirmed Booking you already have at the time of such update or change (see clause 14.3 – Significant changes to the NearU Services);
- (b) we have told you about the Facilities becoming unavailable or a change a Host is making to a Listing at any time after you have a Confirmed Booking for such Listing (see clauses 14.4(i) and 14.4(ii) - Hosts may make changes to the available Facilities or the contents of their listings);
- (c) if there is a risk of substantial delay to the NearU Services because of events outside our control that could have a material impact on any Confirmed Booking (see clause 15.2 - We are not responsible for delays outside our control);
- (d) we delay granting you access to one or more of the NearU Services for the reasons set out in clause 15.3 (We may need to delay granting access), and if this delay is for a period of more than 21 days and could have a material impact on any Confirmed Booking; or
- (e) you have a legal right to end the contract because of something we have done wrong.

17.5 Tell us you want to end the contract. To end the contract where you are entitled to do so, please cancel your booking using the relevant cancellation page or screen through the NearU Services.

17.6 How we will refund you, if applicable. If you are entitled to end the contract for a Confirmed Booking, and you choose to do so, you will receive a refund of the price you paid for the Confirmed Booking by the method you used for payment, as soon as possible but in any event within 14 days of cancellation.

18. DEPENDENCIES

18.1 We make no representations, warranties or guarantees, whether express or implied, that the content provided through the NearU Services is accurate, complete or up to date or that it is kept up to date, and we expressly disclaim any warranties of non-infringement or fitness for a particular purpose.

18.2 In providing the NearU Services, we rely on:

- (a) the accuracy of third party data; and
- (b) the satisfactory performance of:
 - (i) third party software and systems;
 - (ii) our, and your, Internet connection and device or system capabilities; and
 - (iii) our own bespoke software and systems,

together, the Dependencies.

18.3 Without prejudice to clause 20 (Our responsibility for loss or damage suffered by you), we shall have no liability to you, whether in contract, tort (including negligence) or otherwise, for loss or damage

suffered or incurred by you, whether directly or indirectly, as a result of the failure of any of the Dependencies.

18.4 If you are a Registered User, if any part of the NearU Services has been materially adversely affected by a failure of any of the Dependencies, then we shall notify you in writing, providing full details of the relevant failure, as soon as reasonably practicable after becoming aware of it.

19. YOUR RESPONSIBILITIES

19.1 You are responsible for your own acts and omissions. For example, this means: (i) you are responsible for leaving the Facilities (and related personal property) in the condition it was in when you arrived, and (ii) you must act with integrity, treat others with respect and comply with applicable laws at all times.

19.2 Please back-up content and data used with the App. We recommend that you back up any content and data used in connection with the App, to protect yourself in case of problems with the App or the NearU Services.

19.3 Check that the App and the NearU Services are suitable for you. The App and the NearU Services have not been developed to meet your individual requirements. Please check that the facilities and functions of the App and the NearU Services (as described on the app store site and in the Documentation) meet your requirements.

19.4 Check that the Facilities you have booked are suitable for you. As the provider of the booking platform, we do not own, control, offer or manage any Listings or Facilities. A Confirmed Booking is a contract formed directly between you and the Host. We are not a party to the contract concluded directly between you and the Host. Please check that the Facilities you are booking are suitable to meet your requirements. You are responsible for checking that you are eligible or permitted to use the Facilities according to your contract with (or any terms and conditions applied by) the Host, and NearU is not responsible for you being denied access to the Facilities as a result of you being ineligible or not permitted for any reason.

19.5 You must comply with any rules or instructions of the Host. You must follow any rules and instructions notified to you by the Host in relation to the Facilities. In particular, you acknowledge and agree that:-

(a) use of the Facilities may be physically demanding and involve a risk of injury or loss of life, and that such risks cannot be eliminated entirely without jeopardizing the essential qualities of the Facilities;

(b) you have checked that you are eligible or permitted to use the Facilities according to your contract with, or any terms and conditions applied by, the Host;

(c) you have no medical conditions, injuries or health concerns that make it dangerous to use the Facilities and you will give correct and accurate information to the Host if requested. The Host may not be qualified to express an opinion that you are fit to use the Facilities. If requested by the Host you must obtain professional advice of this from your doctor and provide the Host with evidence that your doctor has determined it is safe to use the Facilities; and

(d) you consent to receiving treatment that may be deemed advisable in the event of injury, accident or illness.

19.6 If you have any problems with the Facilities please contact the Host directly. We are not a party to the contract concluded directly between you and the Host and we are not responsible for your use of the Facilities.

19.7 If you are a Corporate User, you must notify us in writing if a Registered User is not your employee, officer, director, contractor or otherwise affiliated with you and therefore not authorised to make Corporate Bookings. Until you have provided us with such notification, you will be responsible for payment of all Fees relating to such Corporate Bookings where a Registered User has made a Confirmed Booking to your account.

20. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

20.1 Whether you are a Consumer or a Business, 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.

20.2 If you are a Business:

(a) we exclude all implied conditions, warranties, representations or other terms that may apply to these Terms, your use of the NearU Services or the provision or receipt of the NearU Services, or any content or information provided through the NearU Services;

(b) we will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising in whole or in part from your use of the NearU Services or the provision or receipt of the NearU Services, or any content or information provided through the NearU Services;

(c) in particular, we will not be liable for: (i) loss of income, profits, sales, business, revenue or data; (ii) business interruption; (iii) loss of anticipated savings; (iv) loss of business opportunity, goodwill or reputation; or (v) any indirect or consequential loss or damage of any kind, in each case whether arising in whole or part from your use of the NearU Services or the provision or receipt of the NearU Services, or any content or information provided through the NearU Services; and

(d) without prejudice to paragraphs (a) to (c) above, our aggregate liability to you under or in connection with these Terms, your use of the NearU Services or any content or information provided through the NearU Services, whether in contract, tort or otherwise, shall not exceed the total amount paid or payable by you in respect of the NearU Services.

20.3 If you are a Consumer:

(a) we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen;

(b) we only provide the NearU Services to you for domestic and private use. You agree not to use the NearU Services for any commercial or business purposes, and we have no liability to you for: (i) loss of income, profits, sales, business, revenue or data; (ii) business interruption; (iii) loss of anticipated

savings; (iv) loss of business opportunity, goodwill or reputation; or (v) any indirect or consequential loss or damage of any kind, in each case that arises in whole or part from your breach of this paragraph (b); and

(c) if defective digital content that we have supplied damages a device or digital content belonging to you, we will either repair the damage or pay you compensation. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

21. YOUR INDEMNIFICATION OF US

You hereby indemnify and hold harmless us and our affiliates for any losses, damages, costs (including reasonable legal costs) and expenses (including taxation), in each case of any nature whatsoever, that are suffered or incurred by us or our affiliates as a result (in whole or in part) of your breach of any provision(s) of the Terms.

22. DATA PROTECTION

22.1 We will only use personal information as set out in our Privacy Policy.

22.2 The following terms shall apply to any processing of any Personal Data by us as Processor on behalf of you as a Controller:-

Applicable Law: means any applicable laws, regulations, codes and guidance.

Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures: have the meaning as defined in the Data Protection Legislation.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK, and the EU where applicable, including, where applicable, the General Data Protection Regulation ((EU) 2016/679), the Data Protection Act 2018 (DPA) (and regulations made thereunder) or any successor legislation, and the UK GDPR (which has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the DPA, and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).

(a) We will, and by using our site you agree that you will, comply with all applicable requirements of the Data Protection Legislation.

(b) For the purposes of the Data Protection Legislation, you are the Controller and we are the Processor. The duration of the processing of Personal Data will be the same as the duration of these Terms, except as otherwise agreed to in writing. The subject matter of the processing of Personal Data shall be as set out in these Terms. The nature and purpose of the processing of Personal Data involve the provision of the NearU Services to you, as set out in these Terms.

(c) You must ensure that you have all necessary and appropriate consents and notices in place to enable lawful transfer of the Personal Data to us and/or lawful collection of the Personal Data by us on your behalf for the duration and purposes of these Terms.

(d) We shall, in relation to any Personal Data processed in connection with the provision of the NearU Services:

(i) process that Personal Data only as necessary to provide the site or on the written instructions of you, unless we are required by Applicable Laws to otherwise process that Personal Data. Where we are relying on Applicable Laws as the basis for processing Personal Data, we shall promptly notify you of this before performing the processing required by the Applicable Laws unless the Applicable Laws prohibit us from so notifying you;

(ii) ensure that we have in place appropriate technical and 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;

(iii) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and

(iv) not transfer any Personal Data outside of the UK or the EEA (as applicable) unless the following conditions are fulfilled: (i) we have provided appropriate safeguards in relation to the transfer; (ii) the data subject has enforceable rights and effective legal remedies; (iii) we comply with our obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and (iv) we comply with reasonable instructions notified to us in advance by you with respect to the processing of the Personal Data;

(v) assist you, at your cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

(vi) notify you without undue delay on becoming aware of a Personal Data Breach;

(vii) at your written direction, delete or return Personal Data and copies thereof to you unless required by Domestic Law to store the Personal Data; and

(viii) maintain complete and accurate records and information to demonstrate our compliance with these data protection terms and allow for audits by you or your designated auditor and immediately inform you if, in our opinion, an instruction infringes the Data Protection Legislation.

(e) By using the NearU Services, you provide your prior, general authorisation for us to use sub-processors as third-party processors of any Personal Data under these Terms. We shall ensure that the terms on which we appoint such processors comply with Data Protection Legislation, and are consistent with the obligations imposed on us in these Terms. We will inform you of any intended changes concerning the addition or replacement of the processors, thereby giving you the opportunity to object to such changes, either by email or by publication to the App or the Website prior to any appointment. You may object to the appointment by giving written notice to us within thirty (30) days of being informed of such appointment, and if, within thirty (30) days of our receipt of your objection, we fail to provide a commercially reasonable alternative to avoid the Processing of Personal Data by the appointed subprocessor, you may, as your sole and exclusive remedy, terminate any NearU Services to which these

Terms apply. As between us and you, we shall remain responsible for the acts or omissions of any such processor appointed by us pursuant to these Terms.

23. OTHER IMPORTANT TERMS

23.1 If you are a Business, the Terms represent the entire agreement and understanding between us regarding your use of the NearU Services, and supersede all previous agreements between us.

23.2 Your relationship with NearU is limited to being an independent, third-party, and not an employee, agent, joint venturer or partner of NearU for any reason, and you act exclusively on your own behalf and for your own benefit, and not on behalf, or for the benefit, of NearU.

23.3 We may transfer this agreement to someone else. We may transfer our rights and obligations under the Terms to another organisation. If you are a Registered User, we will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

23.4 You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under the Terms to another person if we agree to this in writing.

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

23.6 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of the 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.

23.7 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under the Terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.

23.8 Which laws apply to this contract and where you may bring legal proceedings. The Terms are governed by English law and you can bring legal proceedings in respect of the NearU Services in the English courts. If you live in Scotland you can bring legal proceedings in respect of the NearU Services in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the NearU Services in either the Northern Irish or the English courts.