



SERVICE AGREEMENT

Terms of Service
United Kingdom (Last updated: June 2023)

1. Acceptance of Terms; Modifications. These Terms of Service (the "Terms") are a binding legal agreement between you and Management for locums (Molly Fiander Ltd), with company number 11752702 and registered office at Marland House, 13 Huddersfield Road, Barnsley, South Yorkshire, United Kingdom, S70 2LW ("MFL," "we," "us" and "our"). They govern your use of our website (portal.managementforlocums.com) (the "Site") together with our mobile applications, resources and services for practice and locums to find each other, communicate, and facilitate booking shifts and services (the "MFL Service").

BY ACCESSING OR USING THE SITE OR MFL SERVICE, YOU ACCEPT THESE TERMS. IF YOU DO NOT AGREE WITH THESE TERMS, YOU SHOULD NOT ACCEPT THEM, IN WHICH CASE YOU DO NOT HAVE THE RIGHT TO USE THE SITE OR MFL SERVICE.

You understand and agree that we may change the Terms and that any such changes will be effective immediately when we post the modified Terms on the Site and/or MFL Service. Your continued access and use of the Site and/or MFL Service after we post the modified Terms will constitute your agreement to be bound by the modified Terms.

2. ManagementforLocums Service

a. The MFL Service consists of a desktop application, the Site, and support and services that locums ("locums") and providers of veterinary clinical or non-clinical services ("Service Providers") can use to find, book and interact with each other. The MFL Service includes our support services, educational materials for locums, and booking services, all facilitated via our in-built chat feature and automated direct booking process. If you are a Service Provider we charge fees for use of the MFL Service, as described below in Section 8. If you are a locum the MFL site and services are currently free to use.

b. MFL is a management software built for Service Providers and locums and it does not provide pet healthcare services or recruitment agency process. We do offer admin assistance. Admin assistance on the platform offers service providers support with their portal. We do charge fees for this which can be found in section 8. Service Providers and locums listed on MFL are not under MFL's direction or control and determine in their own discretion what availability and/or shifts to offer, how to provide such services, and what to charge. No representations or warranties are made regarding the bookings provided by Service Providers, or about your interactions and dealings with Locums. MFL does not employ Service Providers or locums, and we will not be liable for the performance or conduct of Service Providers or locums. Locums and Service Providers are responsible for making decisions that are in the best interests of themselves and patients. You should use your independent judgment before engaging a Service Provider (if a locum) or a locum (if service provider) or otherwise interacting with locums or Service Providers (as applicable) via the MFL Service.

c. The MFL Service may be used to streamline communications, bookings, HR and finances with locums and service providers but all transactions conducted via the MFL Service are between Locums and Service Providers. You agree that MFL has no liability for damages associated with Pet Care Services (which may include bodily injury to, or death of, a patient or pet) or resulting from any other transactions between users of the MFL Service.

d. Locums and Service Providers transact with each other on the MFL Service by Service Providers creating a vacancy and either initiating a chat conversation with their locum bank and/or sending the shift to the locum community on the platform which is not seen unless a locum initiates conversation first within the MFL Service (a "Chat"). During the Chat, a locum or Service Provider has the opportunity to discuss a particular shift, send documents and invoices. For example, a locum is interested in a shift they make open a chat with the practice first before applying. When a locum works with a service provider they are automatically added to that service provider's locum bank where shifts created in the future will notify the locum bank first. Service providers can invite locums to their bank at any time.

e. As a service provider, you agree to pay for the locum's shifts where applicable, such payment shall be displayed on our vacancy in the MFL Service in accordance with your Service Provider's budget.

f. At the end of completing a booking, or if a service provider chooses to do so with their locum bank, both parties shall be given the opportunity to provide a review. Such review shall be shared on both parties' profiles and immediately if a rating of 3 or less is given by either party, it will move to admin for moderation first. Such review shall also be displayed to other users of the Site and MFL Service and by providing such review you are agreeing to any information that you include in such review being made public. MFL makes no commitments that such reviews are accurate or legitimate. If either party wishes to raise an issue over any particular review it should contact MFL at info@managementforrlocums.com.

3. Compliance with Applicable Law. By accessing and using the MFL Service, you certify that you: (1) are 18 years of age or older, and (2) will comply with all laws and regulations applicable to your use of the MFL Service.

For Service Providers, this means that you, as a current, UK-practising member of the Royal College of Veterinary Surgeons, are legally eligible to provide veterinarian services within the UK, you have complied and will comply with all laws and regulations that are applicable to you, and you have obtained all business licences and permits needed.

For Locums this means that you, as a current, are registered as a UK-practising member of the Royal College of Veterinary Surgeons, are legally eligible to provide work within the UK, you have complied and will comply with all laws and regulations that are applicable to you, and you have obtained all business insurance and protection as needed.

Use of the MFL Service; Suspension

a. When you use the MFL Service, you agree:

- To use the MFL Service only in a lawful manner and only

for its intended purposes, in particular not to modify it or any portion of it, create any derivative version of it, or resell it or any portion of it or use any data mining, data robots or similar tools.

- Not to submit viruses or other malicious code to or through the MFL Service.
 - Not to use the MFL Service, or engage with other users of the MFL Service, for purposes that violate the law.
 - Not to post reviews about Service Providers or locums that aren't based on your personal experience, that are intentionally inaccurate, or that violate these Terms.
 - Not to post content or materials that are pornographic, threatening, harassing, abusive, or defamatory, or that contain nudity or graphic violence, incite violence, violate intellectual property rights, or violate the law or the legal rights (for example, privacy rights) of others.
 - Not to post "spam" or other unauthorised commercial communications.
 - Not to transfer or authorise the use of your account for the MFL Service by any other person.
 - Not to solicit another user's username and password for the MFL Service.
 - Not to provide false information in your profile on, or registration for, the MFL Service.
 - Not to impersonate any other person.
 - Not to interfere with our provision of, or any other user's use of, the MFL Service.
4. b. You understand and agree that MFL has no obligation to provide the MFL Service to you, nor any obligation to continue providing it once we have begun. If we consider your conduct on any of our channels inappropriate, unsafe or violating these terms, and for any other reason (or no reason at all), we reserve the right to suspend or terminate your access to the MFL Service in our sole discretion.
5. Registration; Account Security. To use the MFL Service you will be required to create a username, password, and user profile. You agree not to impersonate anyone else and not to maintain more than one account (or, if MFL terminates your account, not to create further accounts). You are responsible for maintaining the confidentiality of your username and password for the MFL Service, and you agree not to authorise anyone else to use your username and password. You are responsible for all activity under your

account. You agree to notify us promptly of any unauthorised use of your account.

6. Privacy. Collection and use of your personal information on the MFL Service is described in our Privacy Policy.

7. Your Content.

a. We may require or allow you (or someone else on your behalf) to upload text, images, videos, reviews, information and materials to the MFL Service (collectively, "Your Content"). For example, Service Providers are invited to create a profile page with a photograph and other information, while Locums are set to create a mandatory profile including profile picture, bio, RCVS number and CV.

b. We reserve the right to monitor, screen, edit and/or remove Your Content on the MFL Service as we deem suitable. Our enforcement of these Terms with respect to Your Content is at our discretion, and failure to enforce the Terms in one instance does not create a waiver of our right to enforce them in another instance.

c. You acknowledge that reviews may be shared with third parties in accordance with applicable law and our Privacy Policy and that MFL has no obligation to preserve or indefinitely store any reviews. We will have no liability to you for any deletion, disclosure, loss or modification of these reviews. We also reserve the right to screen, edit or remove these reviews from the Site and/or MFL Service at any time.

8. Fees & Payment.

a. All fees, deductible amounts and other payments charged through the MFL Service are listed and payable in British Pounds (GBP).

b. Payment processing services for Service Providers on MFL are provided by Stripe and are subject to the Stripe Account Agreement, which includes the Stripe Terms of Service (collectively, the "Stripe Services Agreement"). By agreeing to these Terms or continuing to operate as a Service Provider on MFL, you agree to be bound by the Stripe Services Agreement, as the same may be modified by Stripe from time to time. As a condition of MFL enabling payment processing services through Stripe, you agree to provide MFL accurate and complete information about you and your business, and you authorise MFL to share it and transaction information related to your use of the payment processing services provided by Stripe.

c. For Locums transacted via MFLF, locums shall be required to be paid off the platform yet timesheets and invoices can be sent through our chat. If you are a service provider, you enter into a transaction with the locum when requesting any shift cover via the MFL Service and you agree to pay the total fees for such booking as notified to you by the

locum from time to time. The locum, not MFL, is responsible for performing the booking and any fees for such bookings are paid to the locum, off MFL.

d. Service Providers agree to provide relative bookings to a locum by agreeing to participate in, or initiating, any Chat. The booking of a locum is a transaction between the locum and the Service Provider. MFL's only role is to facilitate the transaction.

e. If you are a Service Provider, we charge service fees for your use of the MFL Service. If you are a Service Provider, the entity that you work for will have entered into an agreement with MFL which will describe and set out the payments due to MFL in relation to the use of the MFL Service to you (the "Clinic Agreement").

f. Cancellations and Refunds. As we are merely a facilitator, any bookings carried out through the MFL Service, any refund requests shall be directed to the Locum and not MFL. If the locum agrees to any refund then such refund shall be at the discretion of such locum and obtained by the locum and we have no involvement in such refund process.

g. We are not responsible for any loss or damage caused to you as a result of such decisions taken by our third party payment provider.

h. If you are a service provider, you will be required to provide us with valid, up-to-date credit card or other payment information. When you subscribe to MFL for which payment is due, you authorise MFL to charge for fees you incur on the platform as they become due and payable. You are responsible for maintaining up-to-date payment information. If we cannot charge you for fees, then you understand that MFL might refuse to provide either the MFL Service or the locum bookings associated with the platform. All fees are non-refundable once paid, except as expressly provided in these Terms.

i. MFL income and gross receipts are taxed. You acknowledge that you are responsible to pay any taxes that arise as a result of your use of services via the MFL Service. This includes, without limitation, any form of sales tax or income tax on fees paid or received by you through the MFL Service,

9. Intellectual Property

a. MFL owns, or is otherwise the authorised licensee, of all intellectual property and proprietary rights in the MFL Service and related technology, software, documentation and content (including, for example, any chats). MFL grants to you a limited, non-exclusive, non-transferable, non-sublicensable, royalty free, worldwide licence to access and use the MFL Service in accordance with these Terms. Except for the foregoing, nothing in these Terms licences or conveys any of our intellectual property or

proprietary rights to anyone, including you. You also acknowledge our perpetual right to use and incorporate any suggestion for enhancement that you may provide on the MFL Service, without any obligation of compensation.

b. MFL owns all rights in and to its trademarks, service marks, brand names and logos (the "MFL Marks"). If you are a Service Provider, MFL grants you, for so long as you are in good standing on the MFL Service, a limited, revocable, non-exclusive, non-transferable license to use the MFL Marks.

10. Warranty Disclaimer for the MFL Service. The information and materials found on the MFL Service, including text, graphics, information, links or other items, are provided "as is" and "as available." Reviews, profiles, advice, opinions, statements, offers, or other information or content made available through the MFL Service, but not directly by MFL, are those of their respective authors, who are solely responsible for such content, including the applicable services provided by Service Providers to locums. To the maximum extent permitted by applicable law, MFL does not: (1) warrant the accuracy of information and/or materials on the MFL Service; (2) accept liability for any opinion, or statement made by any party other than MFL; and/or (3) warrant that your use of the MFL Service will be secure, free from computer viruses, uninterrupted, always available, or error-free

To the extent permitted by applicable law, MFL expressly disclaims all warranties and conditions, whether express, implied or statutory, with respect to the MFL Service, including any implied warranties relating to satisfactory quality or fitness for purpose. In particular, MFL makes no warranty of any kind, regarding the suitability of any Service Provider and/or their provision of any bookings.

11. Limitation of Liability Liability in relation to our provision of the MFL Service to any Service Provider shall be dealt with under the terms of the Clinic Agreement Subject to the final paragraph of this section, if you are a locum MFL shall only be liable to you in relation to compensating you for loss or damage that is a foreseeable result of MFL breaching these Terms and, in such instance, only up to a maximum of £50. Except where prohibited by applicable law, in no event shall MFL be liable to you for any non-foreseeable loss or damage, or any consequential losses, or for any business losses, or loss of revenue, contracts, data, or other similar losses in relation to your access and use of the MFL Service. MFL is, at all times, acting as an intermediary service provider and merely facilitates the interaction between a Service Provider and Locums via the MFL Service.

If you have a dispute with a Service Provider or Locum whilst using the MFL Service, you agree

that MFL shall not be responsible for resolving such dispute and that you shall first seek to resolve such dispute with the applicable Service Provider or Locum.

In no event will MFL be liable for any direct or indirect consequences of a Locum or Service Provider failing to comply with laws, regulations, local by-laws and codes of practice applicable to you.

If we provide digital content that is defective and damages a device or other digital content belonging to you, and we have not used our reasonable skill and care, we will compensate you or repair the device or content (at our election). We will not be liable for any loss or damage resulting from defective digital content where you have failed to follow our usage instructions or advice in these Terms.

12. Governing Law and Jurisdiction. These Terms shall be governed by the laws of England and Wales, except that, if you are a consumer and not a business user, and if you live in a country (which, for these purposes, includes Scotland or Northern Ireland) of the European Union other than England, there may be certain mandatory applicable laws of your country which apply for your benefit and protection in addition to or instead of certain provisions of English law. You further agree that any dispute between you and MFL or a Service Provider or Locum regarding these Terms will be dealt with only by the English courts, except that, if you are a consumer and not a business user, and if you live in a country (which, for these purposes, includes Scotland or Northern Ireland) of the European Union other than England, you can choose to bring legal proceedings either in your country or in England, but if we or another party bring legal proceedings, such proceedings may only be brought in your country.

13. Miscellaneous. Nothing in these Terms will be construed as making either party the partner, joint venturer, agent, legal representative, employer, contractor or employee of the other. Neither party will have, or hold itself out to any third party as having, any authority to make any statements, representations or commitments of any kind, or to take any action, that will be binding on the other, except as provided for herein or authorised in writing by the party to be bound. The invalidity, illegality or unenforceability of any term or provision of these Terms will in no way affect the validity, legality or enforceability of any other term or provision of these Terms. In the event a term or provision is determined to be invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and these Terms will be enforceable as so modified. These Terms (and, in the case of the Service Provider, the Clinic Agreement) represent the entire agreement between MFL and the applicable

Service Provider and/or Locum (as applicable).

If you have any questions about anything in these Terms, please contact us via email at info@managementforlocums.com

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Company Registration Number 11752702