

AGREEMENT OF THE TERMS OF SERVICES

PLEASE READ CAREFULLY BEFORE CONTINUING:

THIS AGREEMENT IS A LEGAL AGREEMENT BETWEEN YOU (THE "WORKER") AND GET THE SHIFTS LIMITED A COMPANY INCORPORATED IN IRELAND (COMPANY NUMBER 567256) WHOSE REGISTERED OFFICE IS AT 37 CLUAIN DROICHEAD, SIXMILEBRIDGE, CO CLARE ("GET THE SHIFTS") (TOGETHER THE "PARTIES" AND EACH A "PARTY") [FOR THE PROVISION OF THE ONLINE PORTAL AND ASSOCIATED PROVISION OF SERVICES].

BY CLICKING ON THE "ACCEPT" BUTTON BELOW YOU AGREE TO THE TERMS OF THIS AGREEMENT WHICH WILL BIND YOU. THE TERMS OF THIS AGREEMENT INCLUDE, IN PARTICULAR, LIMITATIONS ON LIABILITY IN CLAUSE 10.

You should print a copy of this Agreement for future reference.

(A) The Parties acknowledge and agree that Get the shifts ltd:

(a) acts as an intermediary between the Worker and the Client;

(b) facilitates the payment to the Worker;

(c) has no involvement in the negotiation or finalisation of terms of the assignments and provides no work-finding services to the Worker, and it is the Worker's responsibility to find work and to negotiate and finalise the terms of any assignments; and

(d) exercises no control or supervision over the Worker.

1 **Definitions**

1.1 In this Contract for services the following words and expressions have the following meanings:

"Agreement"

the agreement between Get The Shifts and the Worker comprising the terms set out in this document including the Confirmation of Agreement. For the avoidance of doubt where more than one Confirmation of Agreement pursuant to this Agreement each Confirmation of

	Agreement shall constitute a separate part of the Agreement and no Confirmation of Agreement which may be agreed after the Commencement Date shall, unless expressly agreed otherwise by the parties in writing, replace or in any way vary the terms agreed under any other Confirmation of Agreement;
“Assignment”	the assignment as set out in the relevant Confirmation of Agreement;
“Client”	the person, firm or corporate body employing/engaging the Worker, as specified in the relevant Confirmation of Agreement
“Client’s Systems”	the systems which the Client makes available to the Worker for use in relation to the Services;
“Commencement Date”	date of commencement of first Assignment
"Confirmation of Agreement"	the section headed "Confirmation of Agreement" as agreed between Get the Shifts and the Worker setting out the details of the assignment, the Services, the basis of the Service Fee, the payment terms and any other special Client-specific terms. For the avoidance of doubt the parties may agree subsequent Confirmations of Agreement;
“Force Majeure”	any cause delaying or preventing a party from performing any or all of its obligations under this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the party so affected;
“Intellectual Property Rights” or “IPR”	any and all present and future copyrights, registered designs, patents, trademarks, service marks, design rights (whether registered or unregistered), semiconductor topography rights, applications for any of the above, rights to extract or re-utilise data, database rights, trade secrets, rights of confidence and all other similar rights recognised in any part of the world;
"Losses"	all direct losses, liabilities, damages, costs, expenses (excluding any consequential loss, economic loss or other loss of profits, business or goodwill, management time and reasonable legal fees) and charges, including such items arising out of or resulting from actions, proceedings, claims and demands;
"Online Platform"	Get The Shifts use Temp Buddy an on-line electronic Requirement and Assignment management and payment processing system (accessed via the URL www.gettheshifts.com) or through mobile application. By agreeing to these terms you are also agreeing to the terms of service for Temp Buddy.
“Payment Rate”	the payment rate for an Assignment agreed between the Client and the Worker via the Online Platform
“Remuneration”	as defined in Clause 3.1 ;

“Services” the Services provided by the Worker as defined in the relevant Confirmation of Agreement;
"Service Fee" the variable fee charged by Get The Shifts to the Client for the engagement of a worker on an Assignment by the Client via the Online Platform
“Systems” telecommunications systems, computer systems, computer programs, databases, the tangible media on which they are recorded and their supporting documentation, including input and output format, program listings, narrative descriptions, source code, object code, operating instructions and user manuals; and

1.2 Any reference, express or implied, to an enactment includes a reference to that enactment as from time to time amended, modified, extended, re-enacted, replaced or applied by or under any other enactment (whether before or after the date of this Agreement) and all subordinate legislation made (before or after this Agreement) under it from time to time.

1.3 Where the context permits, words denoting:

1.3.1 persons shall include bodies corporate and unincorporated associations of persons;

1.3.2 the singular includes the plural and vice versa; and

1.3.3 one gender shall include any gender.

1.4 The headings in this Agreement are for ease of reference only and do not affect its interpretation.

1.5 Any reference in this Agreement to a clause is, unless otherwise stated, to a clause of this Agreement.

2 Worker’s Obligations

2.1 The Worker shall:

2.1.1 use reasonable care and skill in supplying the Services;

2.1.2 provide the Services for the days and hours set out in the relevant Confirmation of Assignment;

2.1.3 comply with all the Client’s health and safety, site and security regulations while at the Client’s premises or sites;

2.1.4 comply with the Client’s IT relevant personnel policies and protocols when accessing or using the Client’s Systems (which it may only do with the consent of the Client) or any other systems the Worker is required by the Client to access or use; and

2.1.5 be responsible for the costs of travel to and from Assignments unless otherwise agreed with the Client.

- 2.2 The Worker shall not have authority to act on behalf of Get The Shifts or bind Get The Shifts in any way.
- 2.3 The Worker shall not engage in any conduct detrimental to the interests of Get The Shifts or the Client, including, without limitation, any conduct likely to bring Get The Shifts or the Client into disrepute.
- 2.4 The Worker understands that where there is any illegal activity that Get The Shifts may initiate legal proceedings against them.
- 2.5 The Worker will inform Get the Shifts and clients if there are any medical or other issues that may affect their ability to perform their tasks.

3 Payment Terms

- 3.1 Get The Shifts will make payments to the Worker by SEPA transfer. SEPA transfers can take two working days to process. Payment of the Remuneration will usually be issued by Get The Shifts to the Worker within 7 days of the shift being completed.
- 3.2 Get The Shifts will have a separate bank account called "Get the Shifts client account" to manage all client funds and worker payments.
- 3.3 Get The Shifts will (subject to the Worker's compliance with **Clause 4**) reimburse the Worker for such other amounts (if any) as may be due to the Worker and/or are detailed in the relevant Confirmation of Agreement.
- 3.4 The Worker acknowledges that a proportion of the monies paid by the Client to Get The Shifts in relation to the Services shall comprise the Service Fee, which Get The Shifts shall deduct before making payment of the Remuneration to the Worker.
- 3.5 Get The Shifts will not be liable to the Workers for payment until Get The Shifts receives payment of the relevant corresponding invoiced (or relevant part thereof) sums from the Client (the "**Invoiced Amounts**"). Until such Invoiced Amounts are received by Get The Shifts from the Client the Client shall remain liable to the Worker for payment of the Invoiced Amounts and the Worker shall not look to Get The Shifts for resolution of any payment query whilst the Client remains in possession of the relevant payment.
- 3.6 The Worker acknowledges that a fixed two euro (€2) fee will automatically be deducted from the Worker's first payment to cover Get The Shifts admin costs in relation to the on-boarding the Worker onto the Get The Shifts platform

3.7 The Worker understands that they are a self-employed contractor and as such is not entitled to holiday pay, annual leave, sick leave, force majeure or any other payment. “Nothing in this Agreement shall be construed as creating the relationship of master and servant, principal and agent or employer and employee. It is further agreed that the provisions of the Unfair Dismissals Acts 1977-2007 shall not apply to the contractual relationship that exists between Get the Shifts Ltd and the Worker”.

4 Clocking on and Worker Details

4.1 The Worker must clock in and out via the Online Platform at the beginning and end of each shift. The Online Platform will automatically generate a timesheet based on the times the Worker electronically clocks in and out.

4.2 The Worker must contact Get The Shifts immediately if they envisage, or are experiencing, any problems which may delay or have delayed clocking on and/or the submission of his timesheets in accordance with **Clause 4.1**.

4.3 The Worker agrees that they will not accept any other position or engagement which would compromise their ability to fulfil an existing Assignment.

4.4 The Worker agrees that Get The Shifts will provide notices and records electronically and that if the Worker changes their email address or phone number they must notify Get The Shifts immediately.

4.5 The Worker must inform Get the Shifts if they are offered and accept a job by any of the clients that they have previously supplied services to through the Get the Shifts platform.

5 Sickness

5.1 If the Worker is unable to provide the Services by reason of sickness, injury, emergency or bereavement, the Worker must make every reasonable effort to notify Get The Shifts and the Client before the beginning of the relevant Assignment or shift (or as soon as practicable thereafter). The Worker will not be paid in this event.

6 Worker's Status

6.1 The Parties acknowledge that:

6.1.1 this Agreement is not an exclusive arrangement and (subject to **Clauses 2.1.1** and **1.2**) nothing in this Agreement shall prevent the Worker from performing services for other clients;

6.1.2 the Parties are bound by the obligations set out in this Agreement only for the term of the Agreement and beyond termination or expiry of this Agreement neither Party shall have any continuing obligation to the other;

6.1.3 the continuation of this Agreement is dependent on Clients' requirements for the Worker's Services and may be terminated by Get The Shifts if the Client so requires;

6.1.4 as Get The Shifts has no involvement in placing or finding work for the Worker Get The Shifts is under no obligation to the Worker beyond the termination or expiry of an Assignment;

7 **Details and Identity of Worker**

7.1 It is a condition of this Agreement that prior to being given full access to the Online Platform the Worker must provide Get The Shifts with such evidence of identity and immigration status as Get The Shifts reasonably requires.

7.2 The Worker warrants:

7.2.1 the correctness of the information submitted onto the Online Platform;

7.2.2 that the Worker is suitably experienced, trained, qualified, skilled, able, and authorised to perform the Services and this warranty shall be deemed to be breached if the Worker fails to have the experience, training, qualifications or authorisations required by law or by any professional body or considered necessary by the Client;

7.2.3 that the Worker has valid and subsisting leave to enter and remain in Ireland and is not (in relation to such leave) subject to any conditions which may preclude or have an adverse effect on the provision of services under this Agreement;

8 **Confidentiality and IP**

8.1 The Worker warrants, represents and undertakes to Get The Shifts that any Intellectual Property Rights created by the Worker in the course of the Assignment as a result of the services shall vest in the Client.

8.2 The Worker shall:

- 8.2.1 keep confidential all information relating to Get The Shifts', the Client's or any of the Client's clients or customers (including, for the avoidance of doubt, Payment Rates) (together the “**Confidential Information**”) which may become known to it in connection with the supply of the Services;
- 8.2.2 not use any Confidential Information except where necessary for the purposes of performing the Services;
- 8.2.3 without delay, enter into any confidentiality undertakings into which the Client may require it to enter;
- 8.2.4 not without the Client's express written permission remove from the Client's premises any material containing any Confidential Information; and
- 8.2.5 indemnify Get The Shifts for any Losses arising from the Worker's breach of this Clause 9.

9 **Data Protection**

- 9.1 The Worker consents to Get The Shifts Processing their Personal Data (including any Sensitive Personal Data) and disclosing and/or transferring any such data via the Online Platform to the Client and other users of the Online Platform, for any purpose connected with this Agreement. For the purpose of this **Clause 9**, the terms Processing, Personal Data and Sensitive Personal Data shall be as defined in the Data Protection Act 1998 & 2003 amendment (as amended from time to time).
- 9.2 The Worker acknowledges that in certain cases the Client or other user of the Online Platform may be based outside the European Economic Area (the “**EEA**”). The Worker hereby consents to the transfer or export of his personal data outside the EEA for any purpose connected with this Agreement.
- 9.3 The Worker shall not do or permit anything to be done which might cause Get The Shifts or the Client to breach the Data Protection Act 1998 & 2003 amendment and/or any European Directives and regulations in relation to the protection and transfer of personal data.

10 **Liability and Indemnity**

- 10.1 Get The Shifts shall not be liable for any Losses or delay arising from the negligent, wrongful, dishonest or fraudulent acts or omissions or misrepresentations of any Client or other users of the Online Platform.

10.2 Workers are engaged under the supervision, direction or control of the Client and the Client will be responsible for all acts, errors and omissions of its staff.

10.3 Get The Shifts shall not be liable for any Losses to the Worker arising from the Worker's inability to use the Online Platform including delays or disruptions to the services provided through the Online Platform, any glitches, bugs or errors with the Online Platform howsoever caused or damage to any hardware device arising for use of the Online Platform.

10.4 Nothing in this Agreement shall operate to exclude or limit Get The Shifts liability for:

10.4.1 death or personal injury caused by Get The Shifts negligence;

10.4.2 its own fraudulent acts or omissions; or

10.4.3 any other liability which cannot by law be excluded.

10.5 The Worker will indemnify Get The Shifts against any Losses that Get The Shifts incurs or suffers arising out of or in connection with but not limited to:

10.5.1 any negligence and/or wrongful act or omission of the Worker committed or omitted during the course of the Worker's performance of the Services;

10.5.2 any claims for all or any tax and National Insurance Contributions which the Worker is obliged to account for to Revenue

10.5.3 any claims by the Worker relating to their use of the Online Platform, including any claims that Get The Shifts is an employer or joint employer of the Worker; the Worker is a self-employed contractor and as such is responsible for declaring all taxes.

10.5.4 any claims by the Worker arising out of the Worker's employment with the Client or termination thereof;

10.5.5 any claims for defamation, libel or negligent misstatement by the Worker or by any third party in connection with matters written or stated by the Worker.

11 Client Property

11.1 All property and material, including all documents however stored (including electronically) and whether originals or copies, which the Worker receives from the Client during the course of performing the Services will remain the property of the

Client. The Worker shall return all such material and documents to the Client on request and in any event on or before the termination of an Assignment.

12 **Termination**

12.1 This Agreement will become effective once the Worker clicks "Accept" and shall remain in effect for the duration of the Worker's use of the Online Platform. The Worker shall in any event be deemed to have accepted the terms of this Agreement by virtue of using the Online Platform.

12.2 Unless otherwise agreed in writing either party may terminate this Agreement at its sole discretion at any time without reason upon written notice through the Online Platform. Upon termination of this Agreement both the Worker and Get The Shifts shall continue to comply with their obligations under this Agreement in relation to any existing or ongoing Assignment. Termination of this Agreement will automatically result in the Worker no longer having access to the Online Platform save to the extent necessary to comply with any such ongoing obligations and to facilitate payment by Get The Shifts of any Remuneration. The termination period is 30 days.

12.3 For the avoidance of doubt, the termination of this Agreement shall not affect any obligations that the Worker has under any contract (whether for employment or otherwise) with the Client.

12.4 Without prejudice to any other rights under this Agreement, Get The Shifts may temporarily suspend or permanently revoke the Worker's access to the Online Platform if Get The Shifts considers that the Worker has breached any of its obligations under this Agreement, provided false or misleading information or that the Worker's continued use of the Online Platform may be detrimental to the interests of Get The Shifts, including if Get The Shifts considers that continued use by the Worker of the Online Platform is likely to cause Losses and or other legal liability to the Worker, Get The Shifts, the Client or any other user of the Online Platform.

12.5 The Worker acknowledges that if their access to the Online Platform is revoked or closed (including an period of suspension) then the Worker shall no longer have access to any data, messages, files, payment information or other data stored on the Online Portal, and that such data may be deleted.

13 **General**

13.1 This Agreement (including any Confirmation of Agreement(s) which may be agreed between the parties) constitutes the entire agreement between the Parties and supersedes all previous agreements and arrangements (if any) whether written, oral or implied and all such agreements between the Parties still effective at the date of this Agreement shall be deemed to have been terminated by mutual consent.

13.2 The Worker acknowledges that, in entering into this Agreement, it has not relied on any representations by Get The Shifts made before the Commencement Date (or where any such representation relates to a Confirmation of Agreement which is agreed after the Commencement Date, that it has not relied upon any representations by Get The Shifts made before the date of the relevant Confirmation of Agreement) other than those expressly set out in this Agreement.

13.3 Get The Shifts may amend this Agreement from time to time. Amendments will be effective upon Get The Shifts's posting of such updated terms at this location. Your continued use of the Online Portal and/or provision of the Services after such posting constitutes your consent to be bound by the terms, as amended.

13.4 The Worker understands that they can choose the assignments that they are available for and negotiate their hourly rate. Get the Shifts recommends an hourly rate of remuneration which can be negotiated up. Get the Shifts assumes no responsibility for the workers payment of taxes, it is the sole responsibility of the worker.

13.5 None of the provisions of this Agreement is intended to be for the benefit of, or enforceable by third parties (other than permitted assignees of Get The Shifts who shall be entitled to enforce the provisions of this Agreement as if original parties to it) and the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded.

13.6 Get the Shifts welcomes and encourages persons of all backgrounds to use the Online Platform irrespective of age, race, gender, colour, nationality, sexual orientation, religion, pregnancy or maternity, marital or civil partner status or disability and the Client agrees that it will not discriminate and shall ensure that its staff do not discriminate against any Worker on any such grounds.

13.7 This Contract for services shall be governed by and construed in all respects in accordance with Irish law