

We are Bravestarts Community Interest Company, a community interest company registered in England and Wales with a registered company number of 12426586 and a registered address at Brave Starts, 6 Queens Ride, Barnes, London, SW13 0JB, the United Kingdom (hereafter **"Brave Starts"**, **"we"** or **"us"**). These terms (the **'Online Terms'**) set out the terms between you and us when you access and use our platform at www.BraveStarts.com (the **"Platform"**).

1. The Platform

1.1 The Platform offers services to free users (**"Free Users"**) and paid members (**"Members"**). It enables Free Users to take our basic questionnaire and subscribe to the Brave Starts newsletter and Members to take our more comprehensive questionnaire, apply to obtain shadowing opportunities and work experience (each a **"Shadowing Opportunity"**) from Brave Starts' range of professional providers (**"Providers"**) and build a profile in order to network with other professionals on the Platform. . . Whether you are a Free User, Member or a Provider, these Online Terms apply.

1.2. We may update these Online Terms from time to time. Any changes will be notified to you via the e-mail address provided by you on registration or via a suitable announcement on the Platform. The changes will apply to the use of the Platform immediately after we have given notice. Your continued use of the Platform indicates your agreement to be bound by the revised Online Terms.

2. Eligibility for an Account

2.1. These Online Terms take effect from the date you first access the website in the case of Free Users or when you first register for an account on the Platform (an **"Account"**) in the case of Members or Providers and shall apply whenever you use the Platform.

2.2. By using the Platform and/or setting up an Account, and clicking to agree to these Online Terms you shall be deemed to have accepted these Online Terms in full. If you create an Account we shall then confirm by email that your Account has been set up. You may not have an Account if you do not accept these Online Terms.

2.3. By setting up an Account, you promise to Brave Starts that:

- a. the information you provide to Brave Starts is true and accurate and you will update such information when necessary;
- b. you have not previously been banned or blocked from using the Platform;
- c. the Account you have registered is your only Account on the Platform;
- d. you are aged 18 or over; and
- e. if you want our support to connect you with a Shadowing Opportunity: you have a personal understanding of your chosen industries and wish to identify Shadowing Opportunities, or as a Provider, offer high quality Shadowing Opportunities to Members.

2.4. By setting up an Account and using it as a Provider, you warrant that you are able to offer Shadowing Opportunities on behalf of the organisation which you work for and that you have the authority to enter into the Provider Terms (set out at Annex 1 to these Online Terms) on behalf of such an organisation with Members.

3. Your data

3.1 You are responsible for informing Brave Starts of changes to your personal details. If you are provided with individual passwords for access to our on-line services these must not be shared with anyone else.

3.2 All Platform users (Free Users, Members or Providers) agree that postal addresses, email addresses, telephone numbers and other personal details provided to Brave Starts may be used for administrative purposes and to enable Brave Starts to provide its services. All personal data will be used in accordance with Brave Starts' Privacy and Cookies Policy. Brave Starts may also send you information about our work where we feel this would be of interest to you and where you have not opted out at the time of providing us with such information and/or don't opt-out in any subsequent message. We may contact you by post, telephone and/or email where you have provided these details to us.

You can of course opt-out of communications from us at any time, save that we are legally required to communicate with all users relevant to their use of the Platform as long as you have an Account with us

4. Confidentiality Policy, Non-Compete Agreement and Cookies Policy

4.1. The Privacy and Cookies Policy at www.BraveStarts.com/privacy forms part of these Online Terms. By agreeing to the Online Terms you also accept and agree to our Privacy Policy and Cookies Policy.

4.2. If you are a Free User or a Member, the Confidentiality Policy (a copy of which is annexed hereto) shall be deemed to form part of the Provider Terms. In addition, if you are a Member the Non-Compete Agreement (a copy of which is annexed hereto) shall be deemed to form part of the Provider Terms if you agree to undertake a Shadowing Opportunity.

5. Our Programme and Shadowing Opportunities

5.1. If you are a Member attending our events and/or workshops ("**Programmes**") Brave Starts agree to provide you with the Programme agreed and outlined on our website. We may make changes to the Programmes that we offer in line with ongoing feedback and in response to the market, and we shall endeavour to keep our content relevant and up to date.

5.2. Members may agree to Shadowing Opportunities in three steps:

- a. Identify a Shadowing Opportunity by browsing the listings on the Platform and contact the Provider using the online messaging facility. A Provider then has the opportunity to, but is not obliged to, offer the Shadowing Opportunity a Member selects;
- b. Agree with the Provider the dates on which to undertake the Shadowing Opportunity. The Provider will then send the Member an offer to undertake a Shadowing Opportunity during a specific period; and
- c. Accept the offer from the Provider to undertake the Shadowing Opportunity by paying the Provider the listed price of the Shadowing Opportunity (except in the event of a Donation as set out in paragraph 8 below) (the '**Price**').

5.3. The Provider acknowledges that by proposing dates for a Shadow Opportunity to a Member the Provider is making an offer to the Member (to provide a Shadow Opportunity). If the Member accepts the offer on the Platform and pays the Price or Donation, the Provider and the Member shall be deemed to have entered into a binding contract on the 'Provider Terms'. Brave Starts is not a party to any contract between the Provider and the Member.

5.4. Brave Starts shall send a confirmation email to the Provider and the Member confirming the agreement of each Shadowing Opportunity.

5.5. The Provider promises that each Shadow Opportunity offered on the Platform shall:

- a. be a genuine and bona fide work placement providing the Member with a real life professional work opportunity;
- b. relate only to the business of the Provider;
- c. comply at all times with the provisions of the terms of the Provider Terms;
- d. includes a Price or Donation payable by the Member to undertake the Shadowing Opportunity.

The Member shall not pay the Provider any further monies in respect of the Shadowing Opportunity.

5.6 Each Member acknowledges and agrees that from time to time Shadow Opportunities as advertised may vary from the advertised description including as a result of the Provider having to attend urgent meetings and/or other unforeseen factors. Whilst Brave Starts shall endeavour to keep such changes to a minimum and shall seek to offer the Member arrangements as close to the original as is reasonably possible in the circumstances it cannot guarantee this on every occasion.

6. Fees and Payment:

Membership Fees

6.1 All Members shall pay Brave Starts an annual membership fee of £25 + VAT (the “**Membership Fee**”) using the facility on the Platform for payment, with the first payment falling due on the date that you create your Account and each further payment being due on the anniversary of such date.

6.2 In the event that you cancel your membership with Brave Starts you shall not be entitled to any refund of the Membership Fees you have already paid, either in whole or in part.

Programme Fees

6.3 When you book one of our Programmes we ask for the total cost of the Programme to be paid up front using the facility on the Platform for payment. **Unless we cancel or move the dates of such Programme(s) the Programme Fees shall be non-refundable.**

Shadowing Opportunity Fees

6.4 Members shall pay the Price or, if applicable the Donation via invoice directly from Brave Starts.

6.5 Except in respect of a Donation as set forth in paragraph 8 below, subject to payment in full of the Price by the Member, the Provider shall be paid the Price less the greater of £60 or 25% of the Price (the “**Brave Starts Fee**”).

6.6 The Provider shall be responsible for accounting to the tax authorities for any sales taxes (including VAT) which arise out of any payment made to it under these Online Terms and/or any other tax and reporting obligations due to HMRC or other tax authority. The relevant Charity shall be responsible for accounting to the tax authorities for any sales taxes (including VAT) which arise out of any Donations made to it under these Online Terms.

6.7 If the provision of a Shadowing Opportunity is cancelled, for whatever reason including under the statutory right of cancellation at paragraph 13(c) of the Provider Terms, the Provider shall be responsible for any and all refunds which are to be paid to the Member. Provider shall notify Brave Starts in the event of any such cancellation and Brave Starts shall refund the Brave Starts Fee to Provider. Provider shall be responsible for refunding the full amount to the Member following its receipt of the Brave Starts Fee.

Payment Terms (all Fees)

6.8 All fees (whether Membership Fees, Programme Fees, Shadowing Opportunity Fees or other payments due hereunder) shall be paid via the payment functionality made available on the Platform via Brave Starts' third party payment provider (currently Stripe) or upon presentation of an invoice by Brave Starts.

6.9 You acknowledge that Brave Starts merely provides a platform and that it is not a payment provider or a 'merchant' for payment. Instead, payment services are provided by a payment provider integrated into the Platform. Brave Starts is not a party to any agreement between you and the payment provider and is not liable for any claim or liability in relation to payment provision services. You may be bound by the payment provider's terms which may be different to these Online Terms. Payment providers may decide whether you are suitable to use their services and Brave Starts is not liable for such decisions.

7. Your Use of the Platform and Your Account

7.1 You acknowledge that Brave Starts may make changes to the Platform, and you are obliged to use the most recent version of the Platform. Brave Starts is not obliged to, nor shall Brave Starts, provide or support older versions of the Platform.

7.2 Each Account is for personal use only. You are not permitted to share your username and password with any other person nor with multiple users on a network. You are not permitted to make enquiries or arrange Shadow Opportunities on behalf of any other person. You shall maintain the confidentiality of your login names and passwords and take reasonable precautions to maintain their security, and to prevent any unauthorised access to, the Platform.

7.3 In relation to our Platform or its content, you shall not:

- a. sublicense, lease, transfer, sell, charge, assign, rent or otherwise commercially exploit the Platform other than for its intended purpose;
- b. attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, distribute alter, reverse engineer, decompile, disassemble or otherwise reduce to human perceivable form all or any part of the Platform;
- c. attempt to obtain, access, alter, or destroy the data files, programs, procedures and/or information of Brave Starts, or any user of the Platform;
- d. access, transmit, create or store any virus, worm, trojan horse, bot or other destructive or contaminating program using the Platform; nor
- e. deploy on the Platform any bot, spider, web crawler or other automated query program at any time for any reason. We prohibit scraping, crawling, caching or otherwise accessing any content on the Platform. The use of automated systems or software to extract data from the Platform for commercial purposes ('screen scraping') is prohibited.

7.4 You shall not use the Platform to post, share or message another Member or use the online messaging facility to message any Provider with any content which:

- a. contains harassing, defamatory, abusive, racist threatening, harmful, vulgar, obscene, otherwise objectionable material or other inappropriate content;
- b. is fraudulent, false, deceptive, misleading, or deceitful, or has that purpose or effect;
- c. in the reasonable opinion of Brave Starts, may cause any widespread or serious offense (taking into account prevailing community views or standards);

- d. interferes with any other person's use or enjoyment of the Platform or attempts to avoid paying the Price or Donation;
- e. is offensive, inappropriate or lewd;
- f. contains viruses, trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or code design to adversely affect the operation of any computer software or hardware;
- g. is considered bullying, spiteful or upsetting;
- h. contains unsolicited or unauthorised advertising or promotional materials (e.g. any spam);
- e. in any way that infringes any patent, trade mark, trade secret, copyright or other intellectual property or proprietary rights of any party, or content that you do not have a right to make available under any law or under contractual or fiduciary relationships;
- f. in any way that constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in any country in the world; or
- g. includes any information that references other websites, addresses, email addresses, contact information or phone numbers without first having the consent of that individual to share such details or
- i. instructs, assists or advises any other person to perform the acts prohibited in paragraphs 7.4(a) to 7.4(g).

If you breach this paragraph you will be removed from the Platform and your membership will be revoked.

7.5 Brave Starts shall use its reasonable endeavours to:

- a. provide support services to the Provider as are required to enable the Provider to use the Platform;
- b. make available the Platform for use by the Provider for the duration of the period these Online Terms apply; and
- c. manage the expectations of the Members through communications in relation to any agreed Shadowing Opportunity.

8. Donations

The Provider may elect to offer a Shadow Opportunity for free in return for requiring the Member to pay a donation to one of the charities or good causes (a "**Charity**") available on the Platform. If the Charity is not currently listed, the Provider may nominate a new Charity to which it wishes the Member to donate, and Brave Starts shall contact such Charity in relation to its inclusion on the Platform. Brave Starts cannot guarantee that the Charity will accept Brave Starts' offer and the Provider may then have to select an alternative Charity. Following the Provider's selection of a Charity, when agreeing to a Shadow Opportunity in accordance with these Online Terms, a Member will not be required to pay the Price for such Shadow Opportunity. The Member must instead pay the required donation amount to a Charity (a "**Donation**"). Whilst Brave Starts shall use commercially reasonable endeavours to ensure that a Member selects the Charity nominated by the Provider, Brave Starts cannot guarantee that the Member will pay the Donation to such nominated Charity. Brave Starts accepts no liability as a result of Member failing to select a Provider's chosen Charity for receipt of a Donation.

9. Feedback

9.1 Providers acknowledge that Members may leave feedback and a star rating for each Shadow Opportunity. Providers shall be sent email notification of any feedback that is left which relates to a Shadowing Opportunity they provided. Providers consent to the publication of such feedback even though it may be critical. Providers release Brave Starts from any liability arising as a result of any such feedback.

9.2 Members agree that feedback must be an honest reflection of the Member's true opinion of the Shadowing Opportunity and of the Provider.

9.3 Providers acknowledge that Brave Starts does not monitor, check or edit such feedback, which shall be available for viewing on the Platform.

9.4 If Providers have any complaints in relation to feedback which relates to them they should contact us by email to hello@BraveStarts.com with the heading "FEEDBACK ISSUE".

10. Warranties

10.1 Both you (whether a Free User, Member or Provider) and Brave Starts warrant to the other that:

a. you have full power and authority to carry out the actions contemplated under these Online Terms, and that your entry into and performance under the terms of these Online Terms will not infringe the rights of any third party or cause you to be in breach of any obligations to a third party; and

b. you shall during the Term of these Online Terms, comply with all applicable laws, regulatory requirements and codes of practice relating to carrying out your obligations under these Online Terms.

10.2 The express terms of these Online Terms are in place of all warranties, representations, conditions, terms, undertakings and obligations which, but for this paragraph 10.2, would be implied or incorporated into these Online Terms, or any collateral agreement, by statute, common law, custom, trade usage, course of dealing or otherwise, all of which are excluded to the fullest extent permitted by law.

10.3 We make no promise that the Platform will meet your requirements. We cannot guarantee that the Platform will be fault-free. If a fault occurs with the Platform you should report it to hello@BraveStarts.com and we will attempt to correct the fault. Your access to the Platform may be occasionally restricted to allow for repairs, maintenance or the introduction of new facilities or services.

10.4 We do not guarantee that our site will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform in order to access our site. You shall ensure that you have suitable computer hardware, software and internet connection in order to access and use the Platform. You should use your own virus protection software.

10.5 Brave Starts does not endorse any specific Provider or Member. We do not vet Providers or Members in a detailed way, although we encourage Members to leave feedback in relation to their Shadow Opportunities and ask Providers and Members to make the promises contained within these Online Terms.

10.6 The Platform may contain links to other websites or material that are beyond our control. We are not responsible for the content on any third party website. The Platform may contain advertising and sponsorship. Advertisers and sponsors are responsible for ensuring that material submitted for

inclusion on the Platform complies with applicable laws and industry codes of practice. We are not liable to you for any error or inaccuracy in advertising and sponsorship materials or for any loss of any kind which you suffer as a result of such advertising or sponsorship.

11. Intellectual Property

11.1 The Platform and its content (including our basic, comprehensive and all other questionnaires, all articles, photographs, images, text, fonts and designs) is owned by us and our licensors (unless indicated otherwise) and is protected by copyright, trade marks (both registered and unregistered), database rights, design rights and other intellectual property rights.

11.2 Brave Starts hereby grants you a non-exclusive, non-transferable, licence to access the Platform and to use the Platform to browse (as a Member) and offer (as a Provider) Shadowing Opportunities. Your use of the Platform is subject at all times to your compliance with these Online Terms. You may view, retrieve and display the content of the Platform on a computer screen or other device which connects to the internet or print one copy of such content for your own personal, non-commercial use, provided you;

- a. keep intact all and any copyright and proprietary notices; and
- b. do not otherwise reproduce, copy, distribute, resell or otherwise use it for commercial purposes.

11.3 Any material you send or post to the Platform shall be considered neither confidential nor proprietary. We shall have no obligations with respect to such material and shall be free to host, display and otherwise use such material for any purpose anywhere in the world, including with respect to advertising or promoting our services and our Platform on social media.

12. Our Liability

12.1 Nothing in these Online Terms excludes or limits liability for: (a) death or personal injury caused by our negligence; (b) fraudulent misrepresentation; or (c) any other loss or damage for which liability cannot be limited or excluded by law.

12.2 The Member, Free User and/or Provider shall indemnify Brave Starts against all damages, costs, claims and expenses suffered by Brave Starts arising from loss or damage to any equipment (including that of third parties) caused by the Member, Free User and/or Provider or their agents or employees.

12.3 Brave Starts shall not be liable to the Member, Free User and/or Provider by reason of any delay in performing, or any failure to perform, part or any of the Services if the delay or failure was due to any cause beyond Brave Starts's reasonable control.

12.4 Subject to paragraph 12.1, we are not liable to you in contract, tort (including negligence or breach of statutory duty, misrepresentation or otherwise) or any other common law or statutory cause of action for any loss or damages arising out of or in connection with:

- a. the provision of the Programmes and Platform leading to any loss of goodwill, business opportunities, loss of profits or contracts, loss of anticipated savings, wasted management time or office time;
- b. your use of the Platform, specifically:
 - (i) any errors or omissions made by you in relation to its use of the Platform;
 - (ii) use of the Platform in a manner contrary to the instructions given by us;

(iii) use of the Platform after notice of any alleged or actual infringement from any appropriate authority;

c. if you are a Member:

(i) your relationship or any correspondence with any Provider;

(ii) any Shadowing Opportunity which you undertake including the content of any Shadowing Opportunity, any activity which you undertake during your Shadowing Opportunity and any treatment of you by the Provider during your Shadowing Opportunity;

(iii) any reliance you place on Provider with respect to any statements, actions or other advice obtained during the course of your Shadowing Opportunity. You acknowledge and agree that any subsequent actions that you take as a result of your Shadowing Opportunity are independent from the Provider's business and that the Shadowing Opportunity is an opportunity to obtain work experience on a short term basis, and should not be relied upon by you as to the validity or likelihood of success with respect to any actions you take following such Shadowing Opportunity; nor

(iv) for compliance by the Provider with the terms of any Provider Terms to which you are a party.

d. if you are a Provider, if any Member participating in a Shadowing Opportunity:

(i) does not comply with his or her obligations under the Provider Terms;

(ii) does not have the suitable skills, qualifications and experience to perform any tasks required of them as part of their Shadow Opportunity;

(iii) does not have the right to work in the UK, any underlying medical condition, criminal convictions or lack of any specific qualifications; and

(iv) causes any other loss or damage of any sort arises out of or in connection with its Shadowing Opportunity;

e. any error or omission, whether human or man-made, in the provision of the Platform (including any typographical or programming errors);

f. the provision of the Platform leading to a loss or corruption of content or data or losses or damage to any computer equipment, computer programs, data or other proprietary material caused by viruses, bugs, worms, trojan horses, bots or other harmful and destructive components;

g. the failure of your software, hardware or connection to the Internet;

h. any modification to the Platform by anyone other than Brave Starts; or

i. any unauthorized access to the Platform by any person through accident or by fraudulent means or devices.

12.5 Subject to paragraph 12.1, we are not liable to you in contract, tort (including negligence or breach of statutory duty, misrepresentation or otherwise) or any other common law or statutory cause of action for any loss or damages which are indirect, incidental, special, punitive, or consequential.

12.6 Subject to paragraph 12.1, while we try to ensure that content on the Platform is correct, reputable and of high quality, we give no representation or warranty, whether express or implied in relation to the content and as to whether the content is accurate complete or current. We shall not be liable for any reliance placed on any of the content on the Platform by you or any third party.

12.7 Subject to paragraph 12.1, our liability to you in contract, tort (including negligence or breach of statutory duty, misrepresentation or otherwise) or for any other common law or statutory cause of action or otherwise arising by reason of or in connection with these Online Terms shall be limited to the monies paid by you using the Platform in the 12 month period prior to the date of breach giving rise to the liability.

13.8 We shall not be responsible for any breach of these Online Terms caused by circumstances beyond our reasonable control.

13.9 You acknowledge that the above exclusions and limitation of liability are reasonable given the nature of the Platform.

13. Suspension of your Account

13.1 We may suspend your Account (or any part of your access to the Platform) at any time if in our reasonable opinion:

- a. you have failed to comply with any of the provisions of these Online Terms;
- b. we need to carry out maintenance; or
- c. for any other reason.

13.2 In order to facilitate a suspension of your Account or use of the Platform, we may, without any liability to you, disable your password, Account and access to all or part of the Platform. We are under no obligation to provide any or all of the Platform until the circumstances at paragraph 13.1 are resolved to our satisfaction.

13.3 Exercise of any right of suspension under this paragraph 13.1 does not waive any right of termination which Brave Starts may have.

14. Termination of your Account and or membership

14.1 The "Term" is the period for which, subject to paragraph 14.5, these Online Terms are in force. The Term shall commence on the date from which your Account is first activated or, if you are a Free User the date on which you start using the Platform, and you agree to these Online Terms and shall continue until terminated by either you or Brave Starts under this paragraph 14.

14.2 Brave Starts may terminate these Online Terms at any time if, without prejudice to any other remedies it may have, you have breached or are likely to breach these Online Terms. You may be barred from the Platform and we make take steps to prevent you from using it.

14.3 You may terminate these Online Terms by closing your Account at any time using the facility on the Platform or, if you are a Free User, ceasing to use the Platform at any time.

14.4 The termination of your Account or you ceasing to use the Platform at any time (as applicable), for whatever reason shall:

- a. end all licences granted under these Online Terms and you may no longer access the Platform;
- b. not affect any Shadow Opportunity which has been agreed, but which has not yet been completed. The Shadowing Opportunity shall continue in accordance with the Provider Terms;
- c. not affect any rights, remedies, obligations or liabilities of the Parties that have accrued during the Term, including the right to claim damages in respect of any breach of these Online Terms; and

d. not affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such expiry or termination.

15. General

15.1 Notices: All notices given under or in connection with these Online Terms to you shall be in writing and shall be sent to the email address you provided. All notices to us given under or in connection with these Online Terms to you shall be in writing and shall be sent to the email address you provided when your Account was opened (or as amended). Any such notice shall be delivered by email, and shall be deemed to have been served when successfully despatched in full.

15.2 Assignment and Subcontracting: You may not assign, sub-license, transfer or charge any of your rights or obligations under these Online Terms. Brave Starts may sub-contract any of its obligations under these Online Terms.

15.3 Independent Contractors: Nothing in these Online Terms shall render it an agent or partner of the Provider or Brave Starts shall not hold itself out as such. Brave Starts shall not have any right or power to bind the Provider to any obligation.

15.4 Entire Agreement: These Online Terms constitutes the entire understanding between you and Brave Starts concerning the subject matter hereof. You acknowledge and agree that in entering into these Online Terms you have not relied on any representation or warranty or undertaking other than those expressly set out in these Online Terms and, except in relation to any liability for fraudulent misrepresentation, you shall not be under any liability or shall have any remedy in respect of misrepresentation or untrue statement.

15.5 No Waiver: No failure or delay by Brave Starts in exercising any right or remedy provided under these Online Terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

15.6 Severability: Each provision of these Online Terms shall be construed separately and notwithstanding that the whole or any part of any such provision may prove to be illegal or unenforceable the other provisions of these Online Terms and the remainder of the provision in question shall continue in full force and effect.

15.7 Third Party Rights:

a. Subject to paragraph 15.7(b), a person who is not a party to these Online Terms may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999, or any other similar legislation around the world; and

b. Any Provider with whom a Member has entered into Provider Terms may enforce these Online Terms.

15.8 Interpretation: References to paragraphs are references to the relevant paragraph in these Online Terms. Words denoting the singular include the plural and vice versa and words of any one gender include reference to both genders. References to a "person" include natural persons, corporations, companies, firms, associations and organisations. References to "including" and "include" shall be construed as illustrative and deemed to mean respectively "including without limitation" and "include without limitation". References in these Online Terms to any statute, statutory provision or regulation includes a reference to: (i) that statute, statutory provision or regulations as from time to time amended, extended, re-enacted or consolidated whether before or after the date of these Online Terms; and (ii) all statutory instruments or orders made pursuant to it.

16. Law and Jurisdiction

16.1 These Online Terms and any dispute arising out of or in connection with these Online Terms and your use of the Platform shall be subject to the laws of England and Wales. We will try to solve any disagreements quickly and efficiently. If you are not happy with the way we deal with any disagreement and you want to commence court proceedings, you must do so in the courts of England and Wales.

16.2 We make no promise that materials on the Platform are appropriate or available for use in locations outside the United Kingdom, and accessing the Platform from territories where its contents are illegal or unlawful is prohibited. If you choose to access this Platform from locations outside the United Kingdom, you do so on your own initiative and are responsible for compliance with local laws.

If at any time you would like to contact us about your views or any enquiry relating to these Online Terms or Brave Starts Limited more generally, you can do so at hello@BraveStarts.com or write to us at Bravestarts Community Interest Company, 6 Queens Ride, London, SW13 0JB.

ANNEX 1

PROVIDER TERMS

These are the Provider Terms for shadowing opportunities (each a “**Shadowing Opportunity**”) arranged via Bravestarts Community Interest Company (“**Brave Starts**”). These Provider Terms may be updated from time to time by notification in writing. These Provider Terms form a contract between the “Member” (or “**you**”) and the “Provider” and govern the legal relationship between the Provider and the Member. References to a ‘Paragraph’ means a reference to a numbered paragraph of these Provider Terms.

1. **Payment:** Except in the event of a Donation (as set out in paragraph 8 of the Online Terms), you shall pay the fixed price for the Opportunity (shadowing, phone calls, meetings or other) (the “**Price**”) set out on the platform provided by Brave Starts Limited (the “**Platform**”) in accordance with the Online Terms and as set out on the Platform.

2. **Confidentiality Policy:** The Confidentiality Policy (a copy of which is annexed hereto) forms part of these Provider Terms. By agreeing to the Provider Terms you also accept and agree with the Confidentiality Policy and to abide by its terms.

3. **Non-Compete Agreement:** The Non-Compete Agreement (a copy of which is annexed hereto) forms part of these Provider Terms. By agreeing to the Provider Terms you also accept and agree with the Non-Compete Agreement and to abide by its terms.

4. **Your role at the Provider:**

a. These Provider Terms are not a contract of employment and you will not be an employee of the Provider.

b. It is the intention of both you and the Provider that you are making yourself available to the Provider for the purpose of gaining experience and improving your skills in the Provider’s industry.

c. You acknowledge that you will not be entitled to any remuneration, bonus, benefits or any employment rights of any kind other than the experience gained through your Shadowing Opportunity.

d. You must not hold yourself out to clients of the Provider as having any of the professional skills of the Provider.

e. As you are not an employee of the Provider there is no obligation upon you to perform any tasks or undertake any specific tasks. All the work you undertake is done voluntarily and at your own risk.

5. **Your Expenses:** You are responsible for your own travel to work, subsistence and all other associated expenses unless expressly stated otherwise in writing.

6. **Term and Working Hours:** The Shadowing Opportunity shall last for the length of time as agreed between you and the Provider in your original e-mail correspondence, subject to any updates as agreed between you and the Provider in writing. Your typical hours of attendance shall be agreed with the Provider.

7. **Your Opportunity:** You shall report to any person whom the Provider identifies. Your place of work shall be notified to you by the Provider. You shall wear business casual clothing or such attire as is otherwise appropriate to your Shadowing Opportunity and as specified by the Provider.

8. Your obligations: You shall:

a. follow any instructions in relation to the Provider's procedures and standards including those relating to health and safety notices in the building, risk management and professional conduct including any instructions provided by the Provider.

b. promptly provide the Provider with any information or documents it reasonably requests for the proper performance of its obligations hereunder and be responsible for ensuring that such information is true, accurate, complete and not misleading in any material respect.

9. Electronic Security: You may be given temporary access to a Provider email account. You must not send external emails from this account without express authorisation of the Provider. You shall not take any of the Provider's documents or other materials off site without the express authorisation of the Provider.

10.No obligation to provide specific tasks: The Provider makes no commitment that any particular tasks shall be given or undertaken by you, although it is the Provider's aim that you should gain experience in different areas of the Provider's business and gain an understanding of the types of work that the Provider does.

11. Intellectual Property: For the purposes of these Provider Terms, 'Intellectual Property' means all copyright, trade mark rights, database rights, rights in information (including know-how or trade secrets) and any and all other intellectual property rights both in the UK and all other countries of the world for the full period of those rights (including any extensions and renewals). You hereby assign absolutely by way of present and future assignment to the Provider all Intellectual Property in any works which you create, author or otherwise work upon during the course of your Shadowing Opportunity or using the Provider's resources along with the right to sue for and to recover damages for past infringement of such rights. You hereby irrevocably and unconditionally waive all moral rights to which you are now or may be in future entitled to in respect of any works which you produce. You shall promptly, at the Provider's request and expense, sign any documents which are reasonably necessary to protect or enforce any of the rights assigned under these Provider Terms to the Provider whether during the Shadowing Opportunity or after.

12. Limitation of Liability:

a. Nothing in these Provider Terms excludes or limits liability for: (a) death or personal injury caused by our negligence; (b) fraudulent misrepresentation; or (c) any other loss or damage for which liability cannot be limited or excluded by law.

b. Subject to paragraph 12(a), Provider is not liable to you in contract, tort (including negligence or breach of statutory duty, misrepresentation or otherwise) or any other common law or statutory cause of action for:

1. any loss of goodwill, business opportunities, loss of profits or contracts, loss of anticipated savings, wasted management time or office time arising out of or in connection with the Shadowing Opportunity; or

2. any reliance you place on Provider with respect to any statements, actions or other advice obtained during the course of your Shadowing Opportunity. You acknowledge and agree that any subsequent actions that you take as a result of your Shadowing Opportunity are independent from the Provider's business and that the Shadowing Opportunity is an opportunity to obtain work experience on a short term basis, and should not be relied upon by you as to the validity or likelihood of success with respect to any actions you take following such Shadowing Opportunity; or

3. any loss or damages which are indirect, incidental, special, punitive, or consequential loss or damage arising out of or in connection with your Shadowing Opportunity.

c. Subject to paragraph 12(a), Provider's liability to you in contract, tort (including negligence or breach of statutory duty, misrepresentation or otherwise) or for any other common law or statutory cause of action or otherwise arising by reason of or in connection with this Provider Contract and your Shadowing Opportunity shall be limited to the Price paid by you in respect of the particular Shadowing Opportunity from which such a claim has arisen.

d. The Provider shall not be responsible for any breach of these Provider Terms caused by circumstances beyond the Provider's reasonable control.

e. You acknowledge that the above exclusions and limitation of liability are reasonable given the nature of the Shadowing Opportunity.

13. Cancellation/Termination:

a. The Provider may terminate these Provider Terms, without prejudice to any other rights or remedies the Provider may have:

1. immediately, if you breach these Provider Terms, which for the avoidance of doubt includes the Confidentiality Policy or the Non-Compete Agreement; or
2. upon one day's written notice at any time without reason:
 1. if prior to the commencement of the Shadowing Opportunity then the Provider shall refund you the Price in full; and
 2. if during the Shadowing Opportunity then the Provider shall refund you the remaining proportion of the Price, pro-rata, in relation to the portion of the Shadowing Opportunity which you will not undertake as a result of such termination.

b. You may terminate these Provider Terms, without prejudice to any other rights or remedies you may have:

1. immediately, if the Provider breaches these Provider Terms; or
2. subject to paragraph 13(c), immediately at any time without reason, by providing written notice in which case no refund shall be provided.

c. From the date these Provider Terms are entered into in relation to a Shadowing Opportunity (as confirmed by the Brave Starts confirmation email) you shall have 14 days during which you are entitled to provide written notice to the Provider that you wish to cancel the contract. Use the email system in your dashboard to inform the Member of your wish to terminate the contract. If the Shadowing Opportunity to which the cancellation relates:

1. has not yet started, the Provider shall refund the Price in full;
2. is already underway, the Provider shall refund a proportion of the Price in respect of the time for which the Shadowing Opportunity has not yet been provided on a pro-rata basis; and
3. has been completed, the Provider is under no obligation to provide any sort of refund.

14. Data Protection: You acknowledge and agree that the Provider, and Brave Starts, will both process your personal data for the purposes relating to your use of the Brave Starts platform, membership and in relation to the Shadowing Opportunity, for administrative purposes and for the

purposes of complying with applicable laws, regulations and procedures. Such data shall be processed in accordance with the Brave Starts Privacy and Cookies Policy (at www.BraveStarts.com/privacy) and that of the Provider which will be available on request.

15. General:

a. **Severability:** If it is determined by a court of competent jurisdiction that any provision of these Provider Terms is illegal or unenforceable, such determination shall affect only that provision which shall be deemed severed from these Provider Terms and such unenforceability shall not affect the validity or enforceability of the remaining provisions.

b. **Third Parties:** No person other than you and the Provider may enforce any terms of this agreement.

c. **Law and Jurisdiction:** These Provider Terms, and any dispute arising out of or in connection with these Provider Terms, shall be governed and construed in accordance with the laws of England. You and the Provider agree to submit to the exclusive jurisdiction of the English courts in respect of any dispute arising out of or in connection with this dispute.