

Terms and Conditions

Here are our terms and conditions. Please contact us if you have any other questions. Thank you for joining.

The FixaTrader terms & Conditions (updated 27th of September 2024) outline FixaTrader and your obligations and responsibilities on our platform.

User Agreement: www.fixatrader.co.uk

FixaTrader operates an online platform allowing Users to connect through the FixaTrader Platform with other Users who provide Services.

Please read these terms and all Policies including the Community Guidelines and Privacy Policy carefully before using the FixaTrader platform. These Policies are incorporated into this Agreement by reference.

All defined terms in this Agreement have the meaning given to them in the FixaTrader Glossary.

1. SCOPE OF FIXATRADER SERVICES

Basic Principles

- 1.1 FixaTrader provides the FixaTrader platform to enable Posters to publish Posted Tasks.
- 1.2 Taskers may make a Quote in response to a Posted Task. Some parts of Quote details may be made publicly available, including to internet users who are not Users.
- 1.3 A Poster may revoke or modify a Posted Task at any time before they accept a Quote. FixaTrader reserves the right to cancel all Quotes on a Posted Task made prior to the modification.
- 1.4 If a Poster accepts a Quote on the FixaTrader Platform, the Posted Task is assigned to that specific Tasker. At this point, a Task Contract is created between the Tasker and the Poster.
- 1.5 When creating a Task Contract, the Poster must deposit the Agreed Price for the Posted Task into the Payment Account.
- 1.6 Once the Task Contract is created, FixaTrader has provided FixaTrader Services, and the Connection Fee is due and payable.
- 1.7 After the Task Contract is created, the Tasker and Poster can modify the Task Contract on the FixaTrader Platform. Both parties are strongly encouraged to use FixaTrader's private messaging system for any amendments to the Task Contract (including the Agreed Price) or for communication.

- 1.8 After the Services are completed, the Poster will be notified and must respond by either releasing payment or disputing the completion of the task within 107 days. If the Poster does not respond, the task will be automatically considered satisfactorily completed, and payment will be released to the Tasker, subject to any restrictions outlined in paragraph 1.9.
- 1.9 Once both the Tasker and the Poster confirm that the Posted Task is complete, or if FixaTrader determines that the Services have been satisfactorily completed—subject to any restrictions such as disputes or incomplete verification processes—the Tasker Service Fee will be payable, and the Tasker Funds will be released by FixaTrader from the Payment Account to the Tasker.
- 1.10 Once the Task Contract is completed, both parties are encouraged to leave reviews and provide feedback on the Services through the FixaTrader Platform.

2. FIXATRADER'S ROLE AND OBLIGATIONS

- 2.1 FixaTrader quotes the FixaTrader Service in exchange for the Connection Fee.
- 2.2 FixaTrader only permits individuals over 18 years of age to become Users.
- 2.3 Users must be individuals, but they can indicate in their account description that they represent a business entity.
- 2.4 At its sole discretion, FixaTrader may deny any person the opportunity to become a User or cancel, suspend, or modify any existing account, particularly if FixaTrader reasonably believes that a User's behaviour (including any breach of this Agreement) is harmful to the operation of the FixaTrader Platform.
- 2.5 No charges apply for the following actions on the FixaTrader Platform:
 - a. Registering and creating an account;
 - b. Creating a Posted Task;
 - c. Users accessing and reviewing content on the FixaTrader Platform, including Posted Tasks.
- 2.6 FixaTrader assumes no liability for any aspect of the interaction between the Poster and Tasker, including but not limited to the description, performance, or delivery of Services.
- 2.7 FixaTrader is not responsible for, nor does it guarantee the truth or accuracy of, any information provided by Users. This includes, but is not limited to, the ability of Taskers to perform tasks or supply items, as well as the honesty or accuracy of information from Posters and their ability to pay for the requested Services.

- 2.8 Except for liability concerning any Non-excludable Condition, the FixaTrader Service is provided on an 'as is' basis, without any express or implied warranty or condition. To the extent permitted by law, we and our suppliers expressly disclaim any implied warranties of title, merchantability, fitness for a particular purpose, and non-infringement.
- 2.9 FixaTrader is not obligated to assist or intervene in any disputes between Users, although it may choose to do so to enhance the User experience.
- 2.10 You acknowledge and agree that:
 - a. FixaTrader does not conduct any investigations into Taskers or third-party service providers before they become Users. This includes criminal checks, verification of qualifications or licenses, or any assessments of a Tasker's or third-party provider's suitability to perform tasks they claim to quote on the platform.
 - b. You are solely responsible for conducting any necessary background checks and obtaining references, licenses, certifications, or proof of insurance before engaging a Tasker to provide services.
 - c. You are solely responsible for evaluating, deciding, and assessing your choice of Tasker, and you assume all associated risks. You agree to release, indemnify, and hold FixaTrader harmless from any and all losses, liabilities, injuries, deaths, damages, or costs arising from or related to the services.

3. USER OBLIGATIONS

- 3.1 You will at all times:
 - a. comply with this Agreement (including all Policies) as well as all applicable laws and regulations;
 - b. only post accurate information on the FixaTrader Platform;
 - c. ensure that you are aware of any laws that apply to you as a Poster or Tasker, or regarding your use of the FixaTrader Platform.
- 3.2 You agree that any content (whether provided by FixaTrader, a User or a third party) on the FixaTrader Platform may not be used on third party sites or for other business purposes without FixaTrader's prior written permission.
- 3.3 You must not use the FixaTrader Platform for any illegal or immoral purpose.
- 3.4 You must maintain control of your FixaTrader account at all times. This includes not allowing others to use your account and not transferring or selling your account or any of its content to anyone else.

- 3.5 You grant FixaTrader an unrestricted, worldwide, royalty-free license to use, reproduce, modify, and adapt any content and information posted on the FixaTrader Platform. This is for the purpose of publishing material on the FixaTrader Platform, providing the FixaTrader Service, promoting the FixaTrader Service, and as permitted by this Agreement.
- 3.6 You agree that any information posted on the FixaTrader Platform must not be potentially or actually harmful to FixaTrader or any other individual. Harm includes, but is not limited to, any economic loss that FixaTrader may suffer.
- 3.7 Without limiting any provision of this Agreement, any information you provide to FixaTrader or publish in an Quote or Posted Task must be current and accurate, and must not:
 - a. be false, inaccurate or misleading or deceptive;
 - b. be fraudulent or involve the sale of counterfeit or stolen items;
 - c. infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or intellectual property rights, rights of publicity, confidentiality, or privacy;
 - d. violate any applicable laws, statutes, ordinances, or regulations (including those governing export and import control, consumer protection, unfair competition, criminal law, anti-discrimination, and trade practices/fair trading laws);
 - e. be defamatory, libellous, threatening or harassing;
 - f. be obscene or contain any material that, in FixaTrader's sole discretion, is inappropriate or unlawful, including obscene or unlawful images; or
 - g. contain any malicious code, data, or instructions that may intentionally or unintentionally cause harm or disrupt the intended function of any FixaTrader Platform, including but not limited to viruses, trojan horses, worms, time bombs, cancelbots, easter eggs, or other harmful programming routines.
- 3.8 The FixaTrader Platform may occasionally utilize location-based or map-based features, displaying the locations of Posters and Taskers to users browsing the platform. Users should never disclose personal details, such as the Poster's full name, street number, phone number, or email address, in a Posted Task or any other public communication on the FixaTrader Platform.
- 3.9 If you are a Tasker, you must possess the necessary rights, licenses, and skills to provide the Services contracted under a Task Contract, as well as the right to work in the jurisdiction where the Services are performed. You are also responsible for

complying with tax and regulatory obligations related to any payments received under a Task Contract, including Tasker Funds and account verification.

- 3.10 You must not charge a Poster any fees in addition to the Tasker Funds when supplying Services. However, the parties involved in a Task Contract may agree to modify the Agreed Price through the FixaTrader Platform.
- 3.11 You must not request payments from the Poster outside of the FixaTrader Platform for the Services, except as permitted by clause 3.12, and only if the FixaTrader Platform does not allow for reimbursement of costs through the Payment Account as described in that clause.
- 3.12 If a Tasker agrees to cover certain costs associated with completing the Services (such as equipment), the Tasker is solely responsible for seeking reimbursement from the Poster. Any correspondence regarding these additional costs should be conducted on the FixaTrader Platform. FixaTrader advises Taskers not to incur costs before receiving payment for them unless they are confident that the Poster will reimburse the costs promptly.
- 3.13 For the proper functioning of the FixaTrader Platform (including insurance, accurate pricing, and compliance with Policies), the Tasker must ensure that if the Customer gives prior written consent to subcontract any part of the Task Contract to a third party, that third party must also be a registered User of the FixaTrader Platform.
- 3.14 If FixaTrader, at its sole discretion, determines that you have breached any obligation under this clause 3 or violated one or more Task Contracts, it reserves the right to remove any content, Posted Tasks, or Quotes you have submitted to the FixaTrader Service, as well as to cancel or suspend your account and/or any Task Contracts.

4. FEES

- 4.1 A Connection Fee is payable to FixaTrader for bookings made on the Platform. When a Customer accepts a Tasker's quote, the Task is assigned to that Tasker, and a Task Contract is formed between the two parties. At this point, the Customer will be charged the Agreed Price plus the Connection Fee as consideration for the Poster's use of the FixaTrader Services.
- 4.2 In addition to the Connection Fee charged to the Poster, a Tasker is charged a monthly subscription fee as consideration for the Tasker's use of the FixaTrader Services.
- 4.3 At such time that the Customer releases the Task Payment to the Tasker, the Connection Fee (separately paid by the Customer) will be retained by FixaTrader.

- 4.4 The Connection Fees are inclusive of VAT (or any equivalent tax on supplies, including VAT).
- 4.5 Subject to clause 5, all Fees payable to FixaTrader are non-cancellable and non-refundable, except for your rights under any Non-Excludable Conditions.
- 4.6 If FixaTrader introduces a new service on the FixaTrader Platform, the Fees applying to that service will be payable from the launch of the service.
- 4.7 FixaTrader reserves the right to amend the amount of any Fees (including the Connection Fee and Taskers Monthly Subscription Fee) from time to time and any changes will be updated on FixaTraders website.

5. PAYMENTS, REFUNDS AND CANCELLATIONS

- 5.1 If the Task Contract is cancelled for any reason (by a Poster, a Tasker, or under this Agreement) before the Task begins, and FixaTrader is reasonably satisfied that the Agreed Price (and, if applicable, the Connection Fee) should be returned to the Poster, those amounts will be refunded to the Poster as FixaTrader Credits. Additionally, a Cancellation Fee will be due to FixaTrader from the User responsible for the cancellation of the Task Contract under clauses 5.7 or 5.8.
- 5.2 If the Poster is responsible for the cancellation of the Task Contract (see clause 5.8), the Connection Fee will be retained by FixaTrader.
- 5.3 If the Tasker is responsible for the cancellation of the Task Contract (see clause 5.7), FixaTrader will deduct the Cancellation Fee from the Tasker's next payout request (or from multiple payout requests, until the Cancellation Fee is fully paid see below).
- 5.4 Cancellation Fees deducted from Tasker payout requests are capped at a maximum of 50% of the total payout request, which may necessitate deductions across multiple payout requests.
- 5.5 Upon a request from the relevant Customer submitted to FixaTrader Support, FixaTrader may refund the Agreed Price (and Connection Fee, if applicable) to the Poster's original payment method.
- 5.6 Any amount refunded by FixaTrader to a Poster on behalf of a Tasker under clause 5.1 will be considered a debt owed by the Tasker to FixaTrader and may be deducted by FixaTrader from any other payments due to the Tasker at any time.
- 5.7 Any outstanding Cancellation Fee owed by a User under clause 5.1 will be considered a debt owed by that User to FixaTrader and may be deducted by FixaTrader from any other payments due to the User at any time.

- 5.8 Cancellation of a Task Contract will be attributable to the Tasker where:
 - a. the Poster and the Tasker mutually agree to cancel the Task Contract; or
 - b. following reasonable but unsuccessful attempts by a Poster to contact a Tasker to perform the Task Contract, the Task Contract is cancelled by the Poster; or
 - c. the Tasker cancels the Task Contract; or
 - d. a Task Contract is cancelled in accordance with clause 3.14 as a result of the Tasker's actions or breach.
- 5.9 A Cancellation of a Task Contract will be attributable to a Poster where:
 - a. The Poster cancels the Task Contract (other than as permitted under clause 5.8(b)); (b) the Task Contract is cancelled in accordance with clause 3.14 due to the Poster's actions or breach; or (c) the Task is automatically cancelled in accordance with clause 4.5 of Appendix A Model Task Contract terms.
- 5.10 If the parties agree to any additional cancellation fee under the Task Contract, it is the responsibility of the aggrieved party to claim any amount owed directly from the other party.
- 5.11 FixaTrader may take up to 5-7 business days to process the return of the Agreed Price (minus the Cancellation Fee, if applicable) to the Poster as FixaTrader Credits, or to process a refund to the Poster's original payment method following a request from the Poster.
- 5.12 If, for any reason, the Tasker Funds cannot be transferred to the Tasker or returned to the Poster, or if no claim is made for the Tasker Funds, they will remain in the Payment Account for up to three months from the date the Poster initially paid the Agreed Price into the Payment Account.
- 5.13 After the three-month period mentioned in clause 5.12, and provided there is no dispute regarding the Tasker Funds, those funds will be credited to the Poster as FixaTrader Credits.
- 5.14 If the Task Contract is cancelled and a User involved in the Task Contract can demonstrate that work had commenced, the amount of the Agreed Price to be refunded to the Poster will depend on the mediation and dispute process outlined in clause 18. However, the Cancellation Fee will always be payable as stated in clause 5.1.
- 5.15 FixaTrader may suspend a User Account at its sole discretion due to repeated cancellations.

6. FIXATRADER CREDITS

- 6.1 FixaTrader Credits:
 - a. can be used by the credited User to pay for any new Services via the FixaTrader Platform;
 - b. are not refundable or redeemable for cash other than where the Poster has submitted a request for the return of FixaTrader Credits to their original payment method;
 - c. cannot be replaced, exchanged or reloaded or transferred to another card or account;
 - d. Credits acquired outside of this Agreement may also be subject to additional or different terms and conditions, as specified in relation to FixaTrader Credits. This may include restrictions on when the FixaTrader Credits can be redeemed (such as being valid only for a User's first Task Contract), a minimum Services value requirement, or a maximum credit or discount limit; and
 - e. must not be reproduced, copied, distributed, or published, directly or indirectly, in any form or by any means for use by any entity other than the credited User, nor stored in a data retrieval system, without FixaTrader's prior written permission.
- 6.2 The User credited with FixaTrader Credits is solely responsible for their security. Except for Non-Excludable Conditions, FixaTrader will not be liable for any loss or damage to the FixaTrader Credits and is under no obligation to replace them.
- 6.3 FixaTrader will not accept, and may refuse or cancel, any FixaTrader Credits that it reasonably determines have been used in violation of this Agreement, or that have been forged, tampered with, or are otherwise fraudulent. FixaTrader reserves the right to report any suspected fraudulent activity to the relevant law enforcement authorities. Specifically, FixaTrader Credits, including promotional coupons, vouchers, or codes distributed or circulated without our approval (such as on internet message boards or 'bargains' websites), are not valid for use and may be refused or cancelled.
- 6.4 FixaTrader is entitled to any value of FixaTrader Credits that are not redeemed before they expire or are cancelled by FixaTrader.

8. PAYMENT FACILITY

- 8.1 FixaTrader uses a Payment Provider to operate the Payment Account.
- 8.2 In so far as it is relevant to the provision of the Payment Account, the terms at <https://stripe.com/ssa/> are incorporated into this Agreement and will prevail over

this Agreement to the extent of any inconsistency in relation to the provision of the Payment Account.

- 8.3 If FixaTrader changes its Payment Provider, you may be required to agree to additional terms set by the new provider. If you do not agree to these terms, alternative payment options will be provided to you.

10. VERIFICATION & BADGES

- 10.1 FixaTrader may use Identity Verification Services.
- 10.2 You agree that FixaTrader Identity Verification Services may not be fully accurate, as all FixaTrader Services rely on information supplied by Users and/or information, or Verification Services provided by third parties.
- 10.3 You are solely responsible for identity verification, and FixaTrader accepts no responsibility for any use made of its Identity Verification Services.
- 10.4 FixaTrader Identity Verification Services may be modified at any time.
- 10.5 The FixaTrader Platform may also include a User-initiated feedback system to help evaluate Users.
- 10.6 FixaTrader may quote Badges to Taskers. Taskers can request the available Badge through the FixaTrader Platform, which will be arranged and issued by FixaTrader for a fee. Obtaining Badges may require the submission of certain information or documentation by the Tasker and will be determined by FixaTrader or a third-party verifier, governed by their respective terms.
- 10.7 You acknowledge that Badges are point-in-time checks and may not be accurate at the time they are displayed. If you rely on a Badge when entering into a Task Contract, you do so with this limitation in mind. You should verify any Badge with the Tasker before commencing the task.
- 10.8 It is the Tasker's responsibility to ensure that any information or documentation provided to obtain a Badge is true and accurate. The Tasker must inform FixaTrader immediately if a Badge is no longer valid.
- 10.9 FixaTrader may, at its discretion, issue Badges to Taskers for a fee.
- 10.10 The issuance of a Badge to a Tasker is at the sole discretion of FixaTrader, and the display and use of the Badge is licensed to the Tasker for use exclusively on the FixaTrader Platform. Any verification obtained through the issuance of a Badge may not be used for any purpose outside of the FixaTrader Platform.
- 10.11 FixaTrader reserves the right to refuse to issue or to remove a Badge without notice if you are in breach of any terms of this Agreement, if the Badge was issued

incorrectly, obtained fraudulently, has expired, is no longer valid, or for any other reason necessitating its removal by FixaTrader.

11. INSURANCE

- 12.3 Each User must make its own enquiries about whether any further insurance is required and Taskers remain responsible for ensuring that they have, and maintain, sufficient insurance to cover the Services provided to other Users of the FixaTrader Platform.
- 12.4 FixaTrader may also take out other insurance itself and that insurance may at FixaTrader's option extend some types of cover to Users. FixaTrader reserves the right to change the terms of its insurance policies with the third-party insurance providers at any time. A summary of the policies is available on the FixaTrader website and the policy details can be requested via FixaTrader. Users are responsible for familiarising themselves with these details.
- 12.5 You acknowledge and agree that if a claim is made regarding any services performed or goods provided by a Tasker, and if FixaTrader's insurance (if applicable) responds to that claim, this clause applies. If a claim is made against a Tasker, FixaTrader may, with the Tasker's consent, choose to file a claim under any applicable policy. If the claim is successful, FixaTrader reserves the right to recover any excess or deductible from the Tasker. If FixaTrader makes a claim and the insurer determines that the Tasker is at fault, FixaTrader is entitled to rely on that assessment. If you do not pay any excess due under this clause, FixaTrader may offset this amount against any future payments it may owe you.
- 12.6 You acknowledge and agree that if a claim is made regarding any services performed or goods provided by a Tasker, and if FixaTrader's insurance (if applicable) does not cover the claim or the claim amount is below the excess payable to the insurer, this clause applies. FixaTrader may choose to reject the claim or pay an amount to settle it that is not covered by its insurance policies. If the Tasker is liable for any part of the claim, FixaTrader may recover the amount it paid to settle the claim from the Tasker. Additionally, FixaTrader may offset this amount against any future payments owed to the Tasker.

15. PRIVACY

- 15.1 Third-party service providers will quote their services in accordance with their own Privacy Policies. Before accepting any service from a third party, you must review and agree to their terms of service, including their privacy policy.
- 15.2 FixaTrader will strive to allow you to transact anonymously on the FixaTrader Platform. However, to help reduce fraud and other behaviours that violate the Community Guidelines, FixaTrader reserves the right to request verification from Users in order to maintain their status.

16. MODIFICATIONS TO THE AGREEMENT

- 16.1 FixaTrader may modify this Agreement or the Policies (and update the corresponding FixaTrader pages) from time to time. When material modifications are made, we will notify you through your FixaTrader account or inform you the next time you log in.
- 16.2 When you actively agree to the amended terms (for example, by clicking a button that says 'I accept') or use the FixaTrader Platform in any way, including engaging in any activities related to a Task Contract, the amended terms will take effect immediately. In all other cases, the amended terms will automatically become effective 30 days after you are first notified
- 16.3 If you do not agree with any changes to this Agreement (or any of our Policies), you must either terminate your account or notify FixaTrader to have your account terminated, and cease using the FixaTrader Service.

17. NO AGENCY

- 17.1 This Agreement does not create any agency, partnership, joint venture, employer-employee, or similar relationship. Specifically, you have no authority to bind FixaTrader or its affiliates in any way. FixaTrader confirms that any Third-Party Services promoted on the FixaTrader Platform are provided solely by those third-party providers. To the extent permitted by law, FixaTrader expressly disclaims all liability for any loss or damage you may incur as a result of the performance or non-performance of such Third-Party Services.

19. MEDIATION AND DISPUTE RESOLUTION

- 19.1 FixaTrader encourages you to cooperate with other Users in making a genuine effort to resolve disputes (including claims for returns or refunds) directly. Accordingly, you acknowledge and agree that FixaTrader may, at its sole discretion, share your information with other parties involved in the dispute.
- 19.2 FixaTrader may choose to assist Users in resolving disputes. Any User can refer a dispute to FixaTrader, and you must cooperate with any investigation conducted by FixaTrader. FixaTrader reserves the right to make a final determination (acting

reasonably) based on the information provided by the Users and instruct the Payment Provider to process payments accordingly. You may contest the dispute with the other User or FixaTrader's determination in an applicable court or tribunal.

- 19.3 FixaTrader has the right to hold any Agreed Price that is under dispute in the Payment Account until the dispute is resolved.
- 19.4 FixaTrader may quote access to a Third-Party Dispute Service. If provided, either party can request that the other submit to this service if they are unable to resolve the dispute directly. Terms and conditions for the Third-Party Dispute Service will be available upon request. This service is a Third-Party Service, and Users are responsible for any costs associated with it, as outlined in the service's terms and conditions.
- 19.5 Disputes with any Third-Party Service provider must follow the dispute resolution process outlined in the provider's terms of service.
- 19.6 If You have a complaint about the FixaTrader Service please contact us.
- 19.7 If FixaTrader provides you with information about other Users to help resolve disputes under this clause, you acknowledge and agree that this information will be used solely for that purpose and no other. You will be responsible for any costs, losses, or liabilities incurred by FixaTrader due to any claims arising from unauthorized use of this information.

20. TERMINATION

- 20.1 Either you or FixaTrader may terminate your account and this Agreement at any time for any reason.
- 20.2 Termination of this Agreement does not affect any Task Contracts that have been formed between FixaTrader Users.
- 20.3 Sections 4 (Fees), 13 (Limitation of Liability), and 18 (Mediation and Dispute Resolution), along with any other terms that are inherently intended to continue, will survive the termination or expiration of this Agreement.
- 20.4 If your account or this Agreement is terminated for any reason, you may not create any additional accounts with FixaTrader without its consent (which is at FixaTrader's sole discretion), and we may terminate any other accounts you have.

21. GENERAL

- 21.1 This Agreement is governed by the laws specified in Your Country Specific Terms.
- 21.2 The provisions of this Agreement are severable, and if any provision of this Agreement is held to be invalid or unenforceable, such provision may be removed and the remaining provisions will be enforceable.
- 21.3 This Agreement may be assigned or novated by FixaTrader to a third party without your consent. In the event of an assignment or novation the User will remain bound by this Agreement.
- 21.4 This Agreement sets out the entire understanding and agreement between the User and FixaTrader with respect to its subject matter.

APPENDIX A:

MODEL TASK CONTRACT

- The terms used in this Task Contract have the meanings defined in the FixaTrader Glossary. A Task Contract is established in accordance with the FixaTrader Agreement. Unless otherwise agreed, the Poster and the Tasker enter into a Task Contract under the following terms:
 - **1 COMMENCEMENT DATE AND TERM**
 - 1.1 The Task Contract is created when the Poster accepts the Tasker's Quote on a Posted Task to provide Services.
 - 1.2 The Task Contract will continue until terminated in accordance with clause 7.
 - **2 SERVICES**
 - 2.1 The Tasker will provide the Services in a professional and competent manner.
 - 2.2 The Tasker must carry out the Services at the agreed time and location.
 - 2.3 The parties must fulfil their obligations according to any additional terms or conditions agreed upon during or after the establishment of the Task Contract.
 - 2.4 The parties acknowledge that the Task Contract is a personal service agreement, with the Poster specifically selecting the Tasker for the Services. Consequently, the Tasker may not subcontract any portion of the Services to a third party without the Poster's consent.

- 2.5 The Tasker remains fully responsible and liable to the Poster for any actions or omissions of a subcontractor, as if those actions or omissions were performed by the Tasker themselves.

- **3 WARRANTIES**

- 3.1 Each party warrants that the information provided during the creation of the Task Contract is true and accurate.
- 3.2 The Tasker warrants that they, and any subcontractor, have the right to work and provide Services, and hold all relevant licenses in the jurisdiction where the Services are performed.

- **4 PAYMENT OR CANCELLATION**

- 4.1 Upon the creation of the Task Contract, the Poster must pay the Agreed Price into the Payment Account.
- 4.2 Upon the Services being completed, the Tasker will provide notice on the FixaTrader Platform.
- 4.3 The Poster will be prompted to confirm that the Services are complete. If the Tasker has completed the Services in accordance with clause 2, the Poster must use the FixaTrader Platform to release the Tasker Funds from the Payment Account.
- 4.4 If the parties agree to cancel the Task Contract, or if the Poster is unable to contact the Tasker to perform the Task Contract, the Tasker Funds will be managed in accordance with the User's FixaTrader Agreement.
- 4.5 In the event that a Task:
 - a. has been assigned for 30 days; and
 - b. is inactive for 7 days beyond the due date (meaning there has been no communication between the parties through the FixaTrader Platform and no reschedule request has been made), the Task will be automatically cancelled. In this case, the Task Payment will be returned to the Customer, while the Connection Fee will be retained by FixaTrader.

- **5 LIMITATIONS OF LIABILITY**

- 5.1 Except for liability arising from a breach of a Non-excludable Condition, the parties exclude all Consequential Loss related to the Services, any claims by third parties, or the Task Contract, even if the party causing the breach was aware that such loss was possible or otherwise foreseeable.
- 5.2 Subject to any insurance or contrary agreement, each party's liability to the other, except for breaches of Non-Excludable Conditions, is limited to the Agreed Price.

- **6 DISPUTES**

- 6.1 If a dispute arises between the parties, they will attempt to resolve it through informal negotiation (via phone, email, or other means) within 14 days.
- 6.2 If the parties cannot resolve the dispute as outlined in clause 6.1, either party may refer the dispute to FixaTrader and follow the procedures set out in clause 18 of the FixaTrader Agreement.

- **7 TERMINATION OF CONTRACT**

The Task Contract will terminate when:

- a. the Services are completed, and the Agreed Price is released from the Payment Account;
- b. a party is terminated or suspended from the FixaTrader Platform, at the election of the other party.
- c. otherwise agreed by the parties or the Third-Party Dispute Service; or
- d. notified by FixaTrader in accordance with the party's FixaTrader Agreement.

- **8 APPLICATION OF POLICIES**

The parties incorporate by reference the applicable Policies.

- **9 GOVERNING LAW**

The Task Contract is governed by the laws of the jurisdiction where the Posted Task was created on the FixaTrader Platform.

APPENDIX B:

1. UK Terms

If You are a User who has Your FixaTrader Platform account in (or the Services are performed in) the UK, then the following terms will also apply to or may vary this Agreement to the extent specified: a. "FixaTrader" means FixaTrader UK Limited is a company registered in England and Wales under company number 15738818.

b. A reference to "£" is to Great British pound sterling;

c. The implied terms included in the Non-Excludable Conditions encompass those under the Consumer Rights Act 2015, which stipulate, among other things, that FixaTrader's services under this Agreement are carried out with reasonable care and skill;

d. The exclusions and limitations of liability shall be as follows:

- (1) Nothing in this Agreement excludes or limits FixaTrader's liability for:
 - (i) death or personal injury caused by our negligence;
 - (ii) fraud or fraudulent misrepresentation; and
 - (iii) any matter in respect of which it would be unlawful for FixaTrader to exclude or restrict its liability.
- (2) If FixaTrader fails to comply with the terms of this Agreement, it is responsible for any loss or damage you suffer that is a foreseeable result of its breach or negligence. However, FixaTrader is not liable for any loss or damage that is not foreseeable. Loss or damage is considered foreseeable if it was an obvious consequence of FixaTrader's breach or if both you and FixaTrader contemplated it at the time the Agreement became binding.
- (3) Save as set out in paragraph (1) above, FixaTrader shall not be liable to You for any loss or damage arising out of or in any way connected with:
 - (i) any transaction between Posters and Taskers; and
 - (ii) any Third Party Service provider who may be included from time to time on the FixaTrader Platform.
- (4) Except as set out in paragraph (1) above, FixaTrader's liability to any User under this Agreement is limited to the total amount paid by that User to FixaTrader during the twelve months preceding the incident that caused the liability, or £30.00, whichever is greater.

e. The governing law and jurisdiction shall be as follows:

- (1) This Agreement is governed by English law. This means that your access to and use of the FixaTrader Platform, as well as any dispute or claim arising out of or related to it (including non-contractual disputes or claims), will be governed by English law.

- (2) You can bring proceedings in respect of this Agreement in the English courts.
- (3) As a consumer, nothing in this Agreement, including paragraph (1) above, affects your rights to rely on mandatory provisions of local law.
- (4) If we are not able to satisfy Your complaint about our Services, then Your complaint can be addressed to the Online Dispute Resolution website at <http://ec.europa.eu/consumers/odr/> an official website managed by the European Commission dedicated to helping consumers and traders resolve their disputes out-of-court.

f. The following tax provisions shall apply:

- (1) If you are a Tasker, you must have the right to provide Services under a Task Contract and to work in the United Kingdom, ensuring that you are not established for VAT purposes outside the UK. You must comply with all tax and regulatory obligations related to any payments received under a Task Contract, including the Tasker Funds. You must not sell goods as a separate supply through the FixaTrader Platform; however, if there is an incidental supply of goods as part of the Services, then the relevant provisions will apply.
- (2) If the supply of any goods is part of a single supply of Services for VAT purposes (and not a separate supply), then the consideration for those goods will be included in the Agreed Price. If you are a Tasker and you provide any goods alongside your Services, and those goods would constitute a separate supply for VAT purposes, you must ensure that the pricing and invoicing reflect this distinction appropriately, then:
 - (i) You must supply such goods outside of the FixaTrader Platform and under a separate contract between You and the Poster; and
 - (ii) the Agreed Price shall not constitute consideration for such goods and be dealt with in accordance with paragraph (1) above.

g. The Service Fee and/or the Cancellation Fee only becomes payable to FixaTrader under this Agreement once FixaTrader has performed its services. Consequently, you are not entitled to cancellation rights under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 concerning the Service Fee and/or the Cancellation Fee.

FixaTrader Glossary

"**Agreement**" means the most updated version of the agreement between FixaTrader and a User.

"Agreed Price" means the price agreed for Services (including any variations) that is paid into the Payment Account by the Poster. This does not include any Service Fees or other costs incurred by the Tasker while completing the Services, which the Poster agrees to reimburse.

"FixaTrader", "we" "us" or "our" means the legal entity prescribed in Your Country Specific Terms.

"FixaTrader Badge" means a badge that may be issued to a User based on meeting specific qualifications or thresholds, including Verification Icons, as determined and established by FixaTrader.

"FixaTrader Credits" means the physical or virtual card, coupon, voucher, code, or discount/refund provided as account credit, including payment returns of the Agreed Price in the context of a Task Contract cancellation, or any other item identified as 'FixaTrader Credit' in this Agreement, for use on the FixaTrader Platform.

"FixaTrader Platform" means the FixaTrader website at <https://fixatrader.co.uk> and any other affiliated platform that may be introduced from time to time.

"FixaTrader Service" means the service of providing the FixaTrader Platform, which includes all features available on the Platform for Users, such as payment processing functionality and any other related services.

"Badge" means an FixaTrader Badge and Verification Icon.

"Business Day" means a day on which banks are open for general business in the jurisdiction where Users have their FixaTrader Platform account, excluding Saturdays, Sundays, and public holidays.

"Business Partner Contract" means a contract between a Business Partner and a Tasker for the provision of Business Services.

"Business Partner" means the business or individual that enters into an agreement with FixaTrader to acquire Business Services.

"Business Services" means Services provided by a Tasker to a Business Partner acquired for the purpose of on selling to a third party (such as the Business Partner's customer).

"Cancellation Fee" means:

- the Connection Fee paid by the Poster if the Poster is responsible for the cancellation; or
- an amount equal to the Connection Fee for the applicable Task Contract, payable by the Tasker if the Tasker is responsible for the cancellation.

"Connection Fee" means the fee payable by the Poster to FixaTrader as consideration for the FixaTrader Services (separate to the Agreed Price) which is displayed to a Poster prior to entering into each Task Contract.

"Consequential Loss" means any loss, damage or expense recoverable at law:

- a. other than a loss, damage or expense that would be suffered or incurred by any person in a similar situation to the person suffering or incurring the loss, damage or expense; or
- b. which is a loss of:
 - a. opportunity or goodwill;
 - b. profits, anticipated savings or business;
 - c. data; or
 - d. value of any equipment, and any costs or expenses incurred in connection with the foregoing..

"Customer" means a User that uses the FixaTrader Platform to search for particular Services.

"Fees" means all fees payable to FixaTrader by Users including the Service Fee.

"Identity Verification Services" means the tools available to help Users verify the identity, qualifications or skills of other Users including mobile phone verification, verification of payment information, References, integration with social media, FixaTrader Badges and Verification Icons.

"Non-excludable Condition" means any implied condition, warranty or guarantee in a contract, the exclusion of which would contravene the law or cause any part of the contract to be void. Further detail on the Non-excludable Conditions for consumers in the United Kingdom and in Ireland is set out in the relevant Your Country Specific Terms.

"Quote" means a quote made by a Tasker in response to a Posted Task to perform the Services.

"Payment Account" means the account operated by the Payment Provider.

"Payment Provider" means an entity appointed by FixaTrader that manages and operates the Payment Account including accepting payments from and making payments to Users.

"Personal Information" has the same meaning as described in Your Country Specific Terms.

"Policies" means the policies posted by FixaTrader on the FixaTrader Platform, including but not limited to the Community Guidelines.

"Poster" means a User that uses the FixaTrader Platform to search for particular Services.

"**Posted Task**" means the Poster's request for Services published on the Platform (including via Search Assist), and includes the deadline for completion, price and description of the Services to be provided.

"**Reference**" means a feature allowing a User to request other Users to post a reference on the FixaTrader Platform endorsing that User.

"**Service Fee**" means the Connection Fee.

"**Services**" means the services to be rendered as described in the Posted Task, including any variations or amendments agreed before or subsequent to the creation of a Task Contract.

"**Task Contract**" means the separate contract which is formed between a Poster and a Tasker for Services. In the absence of, or in addition to, any terms specifically agreed, the model terms of which are included in Appendix A to the Agreement apply to Task Contracts.

"**Tasker**" means a User who provides Services to Posters.

"**Tasker Listing**" means a page published by a Tasker, containing details (including prices) of a service they are willing to provide to Posters.

"**Tasker Monthly Subscription**" means the monthly fee payable by the Tasker to FixaTrader as consideration for the FixaTrader Services.

"**Third Party Dispute Service**" means a third-party dispute resolution service provider used to resolve any disputes between Users.

"**Third Party Service**" means the promotions and links to services by third parties as may be featured on the FixaTrader Platform from time to time.

"**User**" or "**You**" means the person who has signed up to use the FixaTrader Platform, whether as the Customer, Poster, Tasker, or otherwise.

"**Verification Icons**" means the icons available to be displayed on a User's profile and any such posts on the FixaTrader Platform to confirm details such as a User's qualification, license, certificate or other skill.

Rules of Interpretation:

In the FixaTrader Agreement and all Policies, except where the context otherwise requires:

- a. the singular includes the plural and vice versa, and a gender includes other genders;
- b. another grammatical form of a defined word or expression has a corresponding meaning;
- c. a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;

- d. the applicable currency shall be the currency specified in Your Country Specific Terms;
- e. a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- f. a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- g. the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions;
- h. headings are for ease of reference only and do not affect interpretation;
- i. any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally; and
- j. a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this agreement or any part of it.