

SPUD CONSTRUCT CUSTOMER EMPLOYEE TERMS AND CONDITIONS

Throughout these terms and conditions any reference to an “**Authorised User**” or, where relevant, “**you**” shall mean a Customer’s employees, workers, independent contractors, contingency workers, and any other persons authorised by the Customer to use the Platform and the “**Customer**” shall have the meaning as provided in the Customer Terms and Conditions.

You have been given accessibility to the functionality of this platform (www.spudnow.co.uk) and associated iOS or Android apps made available by SPUD from time to time) (the “**Platform**”) through the operation of separate terms and conditions (the “**Customer Terms and Conditions**”) signed by the Customer with SPUD Construct Ltd (“**SPUD**”) in relation to the Platform. The Customer Terms and Conditions provide information about the rights and obligations of both the Customer, its Authorised Users and SPUD in relation to the Platform and SPUD advises that you should contact the Customer to acquire a copy of the Customer Terms and Conditions should you require any further information about such rights and obligations.

You are responsible for maintaining the confidentiality of your password and account when using the Platform, for ensuring that it is not used by anyone else other than you, and for all activities that occur under your account. You or the Customer, and not SPUD will be liable should your password or account be used by someone else. You agree that you will not use the Platform until you have completed the application process and been nominated as an Authorised User of the Platform by the Customer.

You agree that you are solely responsible for any content that you upload, email or otherwise transmit to the Platform. SPUD accepts no responsibility and accepts no liability for any content, transmitted via email or otherwise, that is uploaded to the Platform (or any iOS or Android app that may be made available in relation to the Platform) by you.

Some of the Platform functionalities used by the Customer shall necessarily require the transfer of your personal data to SPUD, as defined under relevant data protection laws. The Customer is the ‘data controller’ in respect of any such data and is primarily responsible to you for all aspects of the processing of this data under relevant data protection laws. All queries regarding your personal data handled via the Platform should be directed to the Customer.

The Customer may provide, or third parties may provide, links or advertising to other internet sites or resources through the Platform. You acknowledge and agree that SPUD is not responsible for the availability of such external sites or resources and does not endorse and is not liable for any content, advertising, products, or other materials on or available from such sites or resources. If you follow a link to any of these websites, please note that these websites will retain their own terms and privacy policies and that SPUD does not accept any responsibility, obligations or liabilities thereunder. You acknowledge and agree that SPUD shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such link, site or resource.

Agreement to Terms

I confirm, as an Authorised User of the Platform, that I have fully read and understood the rights and obligations set out within these terms and conditions and that by selecting “**Agree**” below, I agree to be bound by these terms and conditions for the purposes of my use of the Platform.