

SPUD CONSTRUCT MERCHANT EMPLOYEE TERMS AND CONDITIONS

Throughout these terms and conditions any reference to an “**Authorised User**” or, where relevant, “**you**” shall mean a Merchant’s employees, workers, independent contractors, contingency workers, and any other persons authorised by the Merchant to use the Platform and the “**Merchant**” shall have the meaning as provided in the Merchant 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 “**Merchant Terms and Conditions**”) signed by the Merchant with SPUD Construct Ltd (“**SPUD**”) in relation to the Platform. The Merchant Terms and Conditions provide information about the rights and obligations of both the Merchant and SPUD in relation to the Platform and SPUD advises that you should contact the Merchant to acquire a copy of the Merchant 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 Merchant, 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 by the Merchant.

You agree that you are solely responsible for any communications that you upload, email or otherwise transmit to the Platform. SPUD accepts no responsibility and accepts no liability for the content of any such communications, 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.

It is not likely that the Merchant will require you to submit any of your personal data to the Platform. To the extent that you do transmit any of your personal data to the Platform, the Merchant shall be under a legal obligation to issue “fair processing” notices under relevant data protection laws in relation to the handling and transfer of your personal data and all queries regarding your personal data handled via the Platform should be directed to the Merchant.

You, the Merchant or other 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, or if you encourage a customer of the Platform to follow a link to such 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.

The Merchant may provide product descriptions and other general information about materials relating to projects displayed via Platform (the “**Platform Content**”). You may be required via your role as an Authorised User to respond to or process customer orders relating to the Platform Content in line with any instructions from the Merchant or any terms within the Merchant Terms and Conditions. The inclusion of such content is for informational purposes only for the benefit of customers of the Platform and will be provided via the direct input of the Merchant. SPUD accepts no liability for any representations, assurances or warranties made by you or the Merchant in reliance on the Platform Content and the inclusion of the Platform Content on the Platform does not imply any explicit or implicit endorsement on SPUD’s behalf of the Platform Content.

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.