

SideUp Employee End User Terms

Welcome to SideUp, and to our All-in-One Benefits Platform (as defined below) which helps you select and manage your employment related benefits ("**Employment Benefits**").

If you are reading this, the good news is that your employer (referred to in these terms as "**Employer**") has partnered with us (under a separate agreement) and has asked us to give you access to the All-in-One Benefits Platform.

These SideUp Employee End User Terms (the "**Terms**") form the basis of a legal agreement between you and us when you agree to them or use our All-in-One Benefits Platform. These Terms govern your use of the All-in-One Benefits Platform and explain the responsibilities and liabilities we have to each other, and how and when these Terms can be changed or terminated. If you see a capitalised term in bold, that's a defined term and we've provided you with the definition of what it means.

Please read these Terms carefully and if you don't understand or don't agree with any part of them, please contact us so we can help you to understand them or try to resolve any concerns.

1. About you and us

Who we are. We are SideUp Limited, LLC. We are a registered limited liability company in the State of Delaware. Our address is 919 North Market Street, Suite 950, Wilmington, DE 19801, USA. In these Terms "**SideUp**", "**we**", "**us**", and "**our**" refers to SideUp Limited, LLC.

What we do. We provide employees of businesses who have partnered with us (through entering into a separate agreement with us) with access to our proprietary All-in-One Benefits Platform, a platform application owned by us which enables its users to manage their Employment Benefits to access tax efficient savings and everyday perks (the "**All-in-One Benefits Platform**").

About you. As a user of the All-in-One Benefits Platform, you are a "**User**" who is an employee of one of our partner businesses, you are acting for your own purposes (including in relation to any Employment Benefits you may choose which benefit another person, such as your immediate family members) when using the All-in-One Benefits Platform and not for any other purpose.

2. Getting Started

Overview. Before we can grant you access to the All-in-One Benefits Platform, you must:

- meet the requirements above to become a User,
- provide us with all information and documents we request and perform additional actions if we ask (and there must not be any issues with them that would require us not to provide you with access to the All-in-One Benefits Platform),
- familiarize yourself with our Privacy Policy (available here – <https://sideup.com/privacy-policy/>) (our "**Privacy Policy**"), and
- agree to these Terms in accordance with the following paragraph.

How to access the All-in-One Benefits Platform. After your Employer has partnered with us, you will receive an invitation to create an account on the All-in-One Benefits Platform (an "**Account**") via our website www.sideup.com (such website and any and all subdomains being our "**Website**"). If you then create an Account using the functionality of our Website, we will need to carry out some checks to make sure that you are employed by one of our partner businesses and that we can make the All-in-One

Benefits Platform available to you. Provided that you successfully pass those checks and comply with these Terms, we will make the All-in-One Benefits Platform available to you via your Account and will let you know that we have done so, using the email address you provided when signing up for your Account. By signing up for an Account or by using the All-in-One Benefits Platform, you will be asked to accept these Terms which will govern your access to and use of the All-in-One Benefits Platform until your Account is closed. If you don't agree to these terms, do not continue with the process to open an Account or attempt to use the All-in-One Benefits Platform until you can agree to follow all requirements and obligations set out in these Terms.

Why we might refuse your request to open an Account. We may refuse your request to open an Account for you for any of the reasons set out below, and shall not be required to explain the reason for that refusal (for example, if applicable laws or regulations prohibit us from disclosing this to you):

- you already have an Account opened in your name,
- you are under 18 years old,
- we reasonably determine that you are not acting on your own behalf or are engaging in fraud or other criminal activity,
- we reasonably determine that opening an Account for you and giving you access to the All-in-One Benefits Platform may be harmful for or to us, the All-in-One Benefits Platform or our other products or services, or our software, systems or hardware,
- you abuse our products, services or customer support,
- you refuse to provide information, documents, or perform additional actions asked by us, or what you did provide doesn't comply with the requirements described in these Terms or under applicable laws or we have reason to believe that it is incorrect or not true,
- applicable laws, regulations, the order of any court order or supervisory authorities require this, or
- we reasonably determine there's another significant reason not to.

3. Using the All-in-One Benefits Platform

What you get. We don't sell our All-in-One Benefits Platform to Users. When signing up for an Account you get a personal, non-sublicensable, non-transferable licence to use the All-in-One Benefits Platform using the functionality of the All-in-One Benefits Platform via your Account through the Website. This means that we let you use our platform for as long as you have a valid Account but you do not get to own it.

What we need from you. In order for the All-in-One Benefits Platform to work, and for us to be able to let you use it, you will need to provide us with data and information for those purposes ("**User Data**"). You must ensure that are legally permitted to provide User Data to us, and that it is accurate, up to date, and complete. You will retain ownership of your User Data and we won't sell it to anyone else. However, we will use your User Data to make the All-in-One Benefits Platform available and, subject to applicable laws and regulations (including those relating to data protection), for the following purposes:

- sharing your User Data with your Employer and each relevant Benefit Provider (as defined below) for the purposes of you receiving and using Employment Benefits;
- analysing the User Data in accordance with the functionality of the All-in-One Benefits Platform and using and displaying the results of such analysis,
- developing, testing, improving and altering the functionality of the All-in-One Benefits Platform, and producing anonymised or anonymised and aggregated statistical reports and research,

except that any personal data within your User Data will only be used by us in accordance with our Privacy Policy.

How we use your personal data. You authorize us to collect, use, store, share with necessary third parties or otherwise process your personal data that you share with us or that we collect from publicly available sources, your Employer, or from each Benefits Provider (as defined below). We'll process your personal information in accordance with applicable data protection laws and our Privacy Policy. We will also collect and share data with Stripe as needed to operate your account with Stripe (your "**Stripe Account**"). All User Data passed to Stripe will be collected by us in accordance with our Privacy Policy and handled by Stripe in accordance with the Stripe Privacy Policy (available to access at: <https://stripe.com/gb/privacy>).

One Account per User. You can only open and have one Account associated with you on the All-in-One Benefits Platform.

Protecting your Account access details. You must keep the details used to access your Account (such as your username, password and pin) secure. You must protect and not disclose them to anyone else (including to your Employer or any other User). You must also protect each device you use to access the All-in-One Benefits Platform. Please tell us immediately if you lose the details you use to access your Account or think someone else may have access to them, so that we can assist you in recovering or securing your Account.

Responsibility for third party content and Employment Benefits. We aggregate the Employment Benefits offered by third parties (each a "**Benefits Provider**") as part of our services and display them to you for your consideration and use, such that:

- the content (data, information, works, and other content, including text, imagery, videos, or other files) available through the All-in-One Benefits Platform which relates to Employment Benefits ("**Employment Benefits Content**") is not made available by us; instead, it is provided, produced, and made available by the relevant Benefits Provider,
- if there are to be any eligibility criteria, which you must meet before you can access Employment Benefits, those criteria will be set solely by the Benefits Provider who will also be solely responsible for determining whether or not you meet those criteria,
- the Benefits Provider will be the business who actually provides the Employment Benefits to you and provides you with support in relation to your access to and use of those Employment Benefits,
- the Benefits Provider is responsible for setting the terms and conditions of use of the Employment Benefits, including how and when they may be withdrawn or discontinued, you should check with the Benefits Provider as to which terms apply for access to and use of the Employment Benefits and Employment Benefits Content.

If you have an issue with accessing any Employment Benefits or Employment Benefits Content via the All-In-One Benefits Platform, you should contact us and we will help you resolve the issue, but we won't be able to help if the Benefits Provider has determined that you aren't eligible to access or use (as the case may be) the Employment Benefits or Employment Benefits Content in question.

Restrictions. There are some things which we can't allow you to do with, or in relation to, the All-in-One Benefits Platform. You must not:

- adapt, translate, arrange, or alter the All-in-One Benefits Platform, reverse engineer, decompile or disassemble the All-in-One Benefits Platform (except where applicable law or regulations explicitly allow you to do so),

- store, distribute or transmit any material through the All-in-One Benefits Platform that is unlawful, harmful, threatening, defamatory, obscene, infringes the rights of third parties, is harassing or racially or ethnically offensive, facilitates illegal activity, or promotes discrimination,
- circumvent or avoid the use of any security device or process designed to protect against unauthorized or unlawful use of the All-in-One Benefits Platform,
- use the All-in-One Benefits Platform for any other person, except where any Employment Benefits selected by you can (according to the terms provided by the provider of those Employment Benefits) be used to benefit someone else,
- provide services to any person which consist in whole or part in the use of All-in-One Benefits Platform,
- use the All-in-One Benefits Platform other than in accordance with these Terms.

One-to-many offering. You acknowledge that the All-in-One Benefits Platform has not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the All-in-One Benefits Platform as described on our Website meet your requirements.

Stripe authorisation: You authorize us to use Stripe Connect to perform platform-related activities on your behalf and to share data with Stripe (as the third party provider of those activities) regarding your Stripe Account and transactions necessary to enable the functioning of the Stripe Account.

By signing up for an Account, you are also entering into:

- 1.1.1 the Stripe Connected Account Agreement (available at: <https://stripe.com/legal/connect-account>), prior to activation of the Stripe Account. Under the Stripe Connected Account Agreement, we may record the date, time, and IP address of your acceptance to meet our regulatory requirements;
 - 1.1.2 the Stripe Services Agreement – United States (available at: <https://stripe.com/legal/ssa>);
 - 1.1.3 the Stripe Connect Platform Agreement (available at <https://stripe.com/legal/connect>). As outlined in the Stripe Connect Platform Agreement, we are responsible for the activities, payments, refunds, and disputes related to your Stripe Account; and
- any and all other terms, agreements or policies with Stripe which are necessary to enable the functioning of your Stripe Account.

If you need some help. If you have any questions or want some help with anything related to the All-in-One Benefits Platform, you can:

- contact customer support through help@sideup.com, or
- [Contact form – SideUp](#)

4. Ownership

Our intellectual property. As set out above, we, our group companies, or our third party licensors own all rights, title, and interest in and to the All-in-One Benefits Platform and our Website, including the get-up and look and feel of our business and Website, all of our business names, trading names, rights in designs, rights in inventions, copyright, trademarks, patents, service marks, and any and all other intellectual property rights, whether or not they are registered or capable of registration, whether subsisting anywhere in the world, and including all applications and rights to apply for them, together with

any associated goodwill. You are not allowed to reproduce, copy, modify, adapt or use any such intellectual property for any purpose which is not expressly described in these Terms without our prior written consent.

Your intellectual property. You will keep all intellectual property rights in your User Data, we won't get to own it by virtue of you giving it to us to make the All-in-One Benefits Platform available to you.

Third party intellectual property rights. As we don't own the Employment Benefits Content, we don't have the authority to give you any rights in or to it. If you think you should own any Employment Benefits Content, you should check the terms of any separate agreement you have with the Benefits Provider who provides the Employment Benefits Content or contact them directly.

5. What you and we are responsible for

We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking these Terms or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time that you enter into an agreement with us based on these Terms, both we and you knew it might happen.

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or for fraud or fraudulent misrepresentation.

We are not liable for business losses. The All-in-One Benefits Platform is for domestic and private use by Users only. If you use the All-in-One Benefits Platform for any commercial, business or resale purpose we will have no liability to you or third parties for any loss of profit, loss of business, business interruption, or loss of business opportunity and any such use will represent a serious and substantial (material) breach of these Terms. If you use the All-in-One Benefits Platform in this way you may also be infringing or misappropriating our intellectual property rights and we reserve the right to enforce any and all rights we have.

Events beyond control. Neither of us will have any liability to the other if an event happens which is beyond your or our control and causes one of us to fail to comply with these Terms. If this type of event happens, the affected party must notify the other about the event within ten (10) days of becoming aware of it.

Notifying each other of changes. We must notify each other immediately if something happens that could materially impact your or our ability to comply with the obligations and responsibilities under these Terms. This includes obligations to notify each other about changes in information shared under these Terms and, if we request, you must provide documents to support changes to your personal information (even if it's available in public records) and perform any actions needed.

6. Closing your Account

How to close your Account. You have a legal right to change your mind and close your Account with immediate effect without giving a reason to us within fourteen (14) days after the date we and you enter into an agreement based on these terms. However, we allow you a longer period such that you can close Account **at any time** by using the functionality of the All-in-One Benefits Platform and following the prompts available on our Website or, if you are not able to do so, you can contact us to ask for our help.

If we decide to close your Account. We can end the agreement between us and you which is based on these Terms and close your Account by giving you at least two (2) months' notice in advance (unless applicable laws or regulations allow us to close your Account earlier) if:

- you breach your obligations under these Terms,
- your employment with the Employer ends, or you are no longer an employee of a business which has partnered with us save that if there are still funds associated with your Account we may continue to allow you access to your Account unless and until we are permitted to close your Account for any other reason pursuant to these Terms,
- it becomes evident that you provided us with incorrect or misleading information, or engaged in an activity that is unacceptable for us or did something which has or could damage our reputation,
- we reasonably determine another significant reason to no longer provide you with access to or use of the All-in-One Benefits Platform, or
- your Account has been inactive, with no movement of funds for a continuous period of six (6) months.

Once your Account is closed. When your Account is closed, the agreement between us relating to your access to and use of the All-in-One Benefits Platform comes to an end, and:

- you cannot and must not access or use the All-in-One Benefits Platform,
- the closure of your Account does not affect the rights or liabilities of either us or you which have accrued before closure of your Account,
- we and you must each continue to comply with any obligations in these Terms that are meant to survive its termination.

If you need help following closure of your Account, please contact us.

7. Complaints

If you have a complaint. We hope you enjoy using the All-in-One Benefits Platform but if you have any concerns, please contact us so that we can try to understand and resolve the issue.

Other ways to get help. For complaints related to personal data or breaches of data protection laws and regulations, please read our Privacy Policy first before contacting us with your complaint. If you are not happy with our response to any complaint relating to processing of your personal data, you may have the right to refer the issue to the Delaware Department of Justice (<https://attorneygeneral.delaware.gov/fraud/personal-data-privacy-portal>); if in California to the California Privacy Protection Agency (<https://cppa.ca.gov>) for advice and support in resolving the issue.

8. How we'll communicate with each other

Communications. We'll usually communicate with each other through the All-in-One Benefits Platform, such as sending messages, notifications or requests, but we may also communicate with you via other channels (such as to the email address you used when signing up for an Account). All consents and approvals you provide us through the All-in-One Benefits Platform have the same legal validity as entering into a written agreement between you and us.

Language. These Terms will be made available in English, and all communications with you under these Terms will be in English.

Confirmed receipt. Notices that we send each other by email or through the All-in-One Benefits Platform will all be considered received by the recipient on the next Business Day, which is from 9am to 5pm GMT on any working day (Monday through Friday), excluding public holidays and official non-working days in the United Kingdom.

9. Changes to these Terms

We may make changes. We may change these Terms, for various reasons including:

- if we think it will make the Terms easier to understand or more helpful to you,
- to reflect the way our business is run, particularly if the change is needed because of a change in the way the All-in-One Benefits Platform is provided,
- to reflect a change to our relationship with your Employer, Benefits Providers, or both,
- to reflect legal or regulatory requirements that apply to us,
- to address security or safety concerns,
- to reflect changes in industry standards or best practices to ensure our services remain fair, relevant and of high quality.
- to reflect changes in the cost of running our business, or
- because we are changing or introducing new services or products that affect these Terms.

When we make any change listed above, we will notify you through our Website or by email, giving you reasonable advance notice before those changes take effect, except in situations explicitly described in these Terms below. If you don't agree with the new changes, you may close your Account before the changes come into effect. Otherwise, we'll assume that you agree with the upcoming changes.

We won't provide you with prior notice if we add a new product or service, or features or functionality of the All-in-One Benefits Platform provided that the change doesn't adversely affect your access to or use of the All-in-One Benefits Platform in a serious way. In this circumstance, we will give you such notice as we are able to give you (which may be after the change has been applied).

In some cases, there will be changes that are required by legal or regulatory requirements for which we will not have enough time to give you much notice of. In those circumstances, we will give you as much notice as possible.

Accessing these Terms. You can access a copy of the then-current version of these Terms on our Website at any time, if you want a copy to refer to.

10. The final bits you need to know

Service interruptions. To provide our All-in-One Benefits Platform in the best possible way, we may need to improve our systems and fix issues, which might cause temporary interruptions with access to the All-in-One Benefits Platform. We will try to let you know in advance but in urgent situations, we may need to take action without telling you first.

Waiver. If we delay in enforcing or fail to enforce any of the provisions of these Terms, we can still enforce those provisions in the future. No such delay or failure will be deemed or construed to be a waiver of our rights or affect the validity or enforceability of these Terms (whether as a whole or in part). If we don't immediately require you to fulfil your obligations or take action against your breach of these Terms, this doesn't mean you are no longer obligated and shall not prevent us from taking action later. Any waiver of our rights under these Terms shall not operate as a waiver in respect of any subsequent breach.

Assignment. We can transfer our rights and obligations under these Terms to another organisation, but we'll let you know 30 days in advance. As the All-in-One Benefits Platform is web based, you agree that we can use subcontractors when making it available to you. We can change the subcontractors at any time, provided that we tell you about the change. If you disagree to us transferring our rights and obligations to any other person or to our appointment of a new or replacement subcontractor, you can end the agreement between us and you based on these Terms by closing your Account using the functionality available on the Website. You aren't allowed to transfer your rights and obligations under these Terms to any other person.

Severability. If a court or relevant authority decides that any provision (whether in whole or in part) of these Terms is illegal, invalid, or unenforceable then that provision (or part of it) shall to that extent be deemed not to form part of this Terms and the remaining provisions of these Terms shall be unaffected.

Third party rights. These Terms do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to any person to enforce any provisions of these Terms. We will not require the consent of any other person to change these Terms pursuant to clause 9 (*Changes to these Terms*) above.

Governing law. These Terms (and any non-contractual obligations arising in connection with the agreement between us and you which is based on these Terms) are governed by and shall be construed in accordance with the laws of Delaware. Any dispute between you and us under or which is in connection with these Terms will be handled by the exclusive jurisdiction of the courts of Delaware.