

Rostr Terms and Conditions (User Agreement)

Rostr Technologies Ltd is a platform that matches and connects self-employed Registered Nurses & Healthcare Assistants (referred to as “Professionals” or “Users”) directly with Employers (“Clients”) wanting to fill temporary shifts or assignments.

The “Platform” includes (a) our website located at www.roostr.app (the “Site”) and mobile app (our “App”) (b) Rostr’s technology platform designed to match and connect care professionals to employers needing to fill temporary shifts (c) all data, reports, text, images, sounds, video and content made available through any of the foregoing (collectively the “Content”)

Our “Matching Services” (“Services”) involve using any and all features, functions and content of our Service to identify (with reference to price point, location and availability) suitable professionals for clients to engage.

ROOSTR IS NOT AN EMPLOYER, AND OUR SERVICES DO NOT INCLUDE OR COMPRISE ANY WORK PERFORMED BY A PROFESSIONAL ONCE THEY HAVE BEEN ENGAGED BY AN EMPLOYER.

For ease of reference, the Site, Network, Matching Service, User profiles, our proprietary information and any other Rostr products or services are collectively referred to in these terms and conditions as “Rostr Properties.”

“Rostr Properties” include all such elements as a whole, as well as individual elements and portions thereof. Nothing in these terms and conditions obligates;

- (a) you to engage any particular Professional for any work
- (b) Rostr to provide you with Matching Services or
- (c) Rostr to identify Professionals for your particular needs

Agreed terms - interpretation

Professionals: any self-employed registered nurse, healthcare assistant, registered manager, physiotherapist or any other healthcare professional.

Employer: a company that engages and pays for the services of a Professional.

Shift: any period of time during the day or night of 12 hours or less.

Assignment: a period of employment greater than a single shift.

Engage: the employment of a Professional by an Employer.

Active user: a Professional or Employer who engages with Rostr to either work or employ a minimum of 1 shift (at least 6 hours) per month.

Day: a period or shift within the hours of 0700 - 2100hrs

Night: a period or shift within the hours of 1900 - 0800hrs

Weekday: Monday to Friday (excluding Bank Holidays)

Weekend: Saturday & Sunday

Base Hours: is the duration of a shift or assignment specified by the Employer when the shift or assignment was advertised through the Matching Service and accepted by a Professional.

Acknowledgement and acceptance of our terms of service

By accessing or using any part of the content, properties or Services available to you on or through our website you acknowledge that you have read, understood, and agree to be bound by our Terms and Conditions. You further acknowledge that these terms are a contract between you and Roostr, even though they are electronic and are not physically signed by you or us. If you are entering into this agreement on behalf of a company, business or other legal entity ("Client Entity"), you represent that you have the authority to contractually bind such Client Entity to this agreement in which case the terms "you" or "your" or "Client" will refer to such Client Entity. **IF YOU DO NOT HAVE SUCH AUTHORITY TO CONTRACTUALLY BIND SUCH CLIENT ENTITY TO THESE TERMS AND CONDITIONS, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS YOU MAY NOT ACCESS OR USE THE ROOSTR PROPERTIES.**

Updates to our Terms and Conditions

Roostr reserves the right, at its sole discretion, to change or modify our Terms and Conditions at any time and without actual notice to you. Roostr will post any changes to these terms and conditions on the Site and will indicate at the top of this page the date these terms were last revised. It is your responsibility to check our terms and conditions periodically for any changes, as they are binding on you. Your continued use of Roostr after the date any such changes become effective constitutes your acceptance of the new or revised terms and conditions

Account Registration

You acknowledge and agree to provide true, accurate, current and complete information about yourself as prompted by the registration form. If any information provided by you is or becomes untrue, inaccurate, not current or incomplete, you agree to inform us immediately. Failure to do so will result in your account being suspended or terminated without notice and future use of our site thereafter being refused.

Where applicable we reserve the right to reject any documents submitted as part of our User registration which we are under no obligation to test the accuracy or authenticity of.

As part of the registration process, you will need to provide an account user name and password which you are solely responsible for maintaining the confidentiality and security of. You agree to (a) notify us immediately of any unauthorised use of your account or If you know or suspect that anyone other than you knows your user name and password (b) accept responsibility for all activities that occur on your account including liability resulting through unauthorised usage unless such use is due to the negligent act or omission of Roostr.

Refundable deposit

Before an Employer can start using our Services they are required to pay a £250 refundable deposit against which any charges including, without limitation late payment or shift cancellation fees will be off set. Where charges have made against your deposit, your use of our Service thereafter will be suspended until the deposit has been repaid in full.

If you choose to close your account, your deposit or the balance of your deposit after fees and other charges have been deducted will be repaid within 30 days.

Employers - posting a Shift.

When you submit, or ask “us” to submit on your behalf a shift, assignment or job opportunity on our platform, you warrant and represent (a) the shift, assignment or job opportunity is true, accurate, current and refers to a genuine opportunity (b) you will cancel the shift, assignment or job opportunity if the shift, assignment or job opportunity posted by you or by “us” on your behalf is withdrawn, becomes inaccurate or non-current.

You acknowledge and accept that we cannot guarantee any shift, assignment or job opportunities posted via our Services will result in the position being filled.

Without limitation you acknowledge and agree not to use our Services to submit (whether directly or by requesting us to submit on your behalf) shift, assignments or job opportunities that (a) might reasonably be regarded by Us as “spam” or may otherwise tend to cause annoyance or inconvenience to other users of our Services (b) breaches any applicable law or regulation, (c) impersonates any person, or misrepresent your identity or affiliation with any person.

Once a Shift (“shift,” “assignment,” or “job opportunity”) has been accepted, Roostr will send a copy of the Professionals’ Profile to the Employer confirming their identity, a summary of completed third party checks (identity, right to work, DBS, Nursing PIN No.), their employment history, training and any relevant qualifications. The Employer, acting reasonably and in a non-discriminatory manner has 30 minutes from receipt of the Professionals Profile to appraise the suitability of the candidate and if not satisfied cancel the shift free from any fees or charges. Shifts that are not cancelled within 30mins of the Professionals Profile being sent to them are considered to have engaged the Professional. Cancellation thereafter will be subject to our charges described in our “Cancellation Policy”

Please be aware that if accessing our Services from a mobile device your carrier's normal rates and fees, for text messages and data charges will still apply.

Employer obligations

The Employer acknowledges and accepts their responsibility to provide a safe working environment along with safe and appropriate equipment for the tasks to be completed by the Professional. The Employer commits to orientating the professional at the start of the shift with regards to any relevant risk assessments, including fire procedures, applicable rules and policies including but not limited to health and safety, security, and any local regulations.

The Employer will ensure during the course of the Professionals engagement they are not subject to discrimination by any of the Employers employees, service users or any other third party. The Employer shall ensure the Professional is able to take the same refreshment breaks, meals and facilities as the Employers own staff which for the purpose of the Shift are not deductible and must be paid at the Professionals hourly rate.

The Employer acknowledges and accepts any contract or agreement for the supply of the Professionals services is between the Professional and themselves and that Roostr has no responsibility or liability for (a) the quality of services performed by the Professional (b) resolving, mediating or otherwise any disputes between the parties (c) any losses arising from the negligent, wrongful, dishonest or fraudulent acts, omissions or misrepresentations of any Professional (d) any losses arising from the theft, destruction, deletion or damage of or to any data, computer systems, possessions or materials by any Professional (e) any loss of profit, business, revenue, goodwill, anticipated savings and/or any claims made under third party contracts, arising out of any failure by Roostr to perform any obligations under this Agreement

labelling="Section-Header">Cancelling a “Shift” / “Assignment” Policy

Shifts or assignments can be cancelled by either the Employer or Professional 24 hours prior to the Shift starting free of any fees or charges

Employers that cancel a shift or assignment within 24 hours of the shift or assignment starting will be charged 50% of the job value up to a maximum value of £250

Professionals that cancel a shift or assignment within 24hrs of the shift or assignment starting will lose 1 star from their star rating and forfeit any financial enhancement from their next two 5* rated shifts (losing a star may also result in the Professionals account being suspended)

Professionals that fail to turn up for a shift or assignment will have their account suspended and possibly terminated pending an investigation.

Professionals that go absent (for any reason) during a shift or assignment that has started (unless expressly agreed between the Professional and Employer in writing) will result in the Professionals' account being suspended and possibly terminated pending an investigation.

As soon as Roostr becomes aware of a Professional cancelling their “Shift”, Roostr will notify the Employer immediately and use its reasonable endeavours to source a replacement

If either an Employer or Professional cancels a shift or assignment within 24 hours of the shift or assignment starting, Roostr reserves the right at its sole discretion to suspend or terminate the Employer or Professionals account without notice and refuse future use of our site thereafter.

If an Employer, acting reasonably and in a non-discriminatory fashion believes a Professional is unsuitable to perform the “Shift” once they have arrived at the Employers premises and / or the provision of services by the Professional has commenced, the Employer shall terminate the “Shift” and notify Roostr immediately in writing, giving the grounds for its dissatisfaction. The Employer will be charged for any completed services (rounded up to the next hour) plus a cancellation charge of 50% of the remaining Shift or Assignment value up to a maximum charge of £250.

In any event, you acknowledge and agree that Roostr shall have no liability to the Employer whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss, expenses, damage or delay arising from the Professional cancelling, failing to turn up for or going absent from a “shift” that has commenced.

labelling="Section-Header">Fees and Payment

Professional fees the hourly rate (£/hr) offered on behalf of the Employer by Us when the shift or assignment was accepted by the Professional multiplied by the number of hours worked

Roostr fees Roostr will charge the Employer a fee of £3.00/hr for Nurses & £2.00/hr for Healthcare Assistants

The Employer will be charged the Professionals hourly rate for the hours / time specified when the Shift was accepted by the Professional (these are known as the “base hours”). Any time worked over and above the “base hours” by the Professional will be rounded up to the nearest 30mins and charged at their hourly rate.

Unless the shift is cancelled by the Employer (see cancellation policy) the Professional will not be paid any less than the base hours.

Roostr's fees will be charged for the hours / time specified when the Shift was assigned (“base hours”)

When a Professional works more than the base hours, Roostr's fees will be rounded up to the nearest hour.

Unless the shift is cancelled by the Employer (see cancellation policy) Roostr will not be paid any less than the base hours.

On the completion of the Shift We will issue our Invoice and the Professionals' invoice which will be calculated according to the amount of time worked by the Professional, payment for which must be paid in full within 10 days of the date of the invoice using one of the payment methods specified on the invoice. If you fail to pay by the due date, We may (a) charge you interest on amounts outstanding at a rate of 10% per annum above the Bank of England base rate which shall accrue daily from the due date until payment of the overdue amount, (b) remove any Shift or job advertisement placed by you via the Services and suspend your account.

Specific Terms of Engagement for Professionals

Professionals acknowledge and accept responsibility for (a) checking the nature of the Employers business, the details of the job, hours and location before accepting a proposed job (b) for negotiating and agreeing any specific terms and conditions relating to the shift with the Employer.

Roostr accepts no responsibility for any terms of engagement agreed between you and the Employer once the Shift has been assigned.

You acknowledge and accept that payment for work completed by you will be paid directly by the Employer and that Roostr has no liability for late or non-payment of your fees.

Before you can start using our Services, you will need to register (see account registration)

To continue using our Service, you acknowledge and agree to maintain your information provided at registration making sure it remains current, true, accurate and complete. Failure to do so will result in your account being suspended or terminated without notice and future use of our site thereafter being refused.

Duty of Care All Professionals acknowledge their "primary" duty of care is to the patients to which they are charged. Safeguarding of patients and the effective reporting of adverse incidents is an integral part of patient care. The Professional's duty to safeguard patients is required by professional regulators, service regulators and supported in law. If a Professional has cause to raise a safeguarding concern during or following a shift the primary point of contact should be the Manager at the Employer's premises. If this is not feasible for any reason, or the Manager is the perpetrator of a Safeguarding allegation, the Professional should contact Roostr's Safeguarding and Whistleblowing Officer as soon as possible (rebecca@roostr.app).

Performance rating

We are obsessed with the belief, Professionals who deliver an "amazing," 5* performance should be suitably recognised and rewarded. To this end, we will at no cost to the Employer enhance the hourly rate of any Professional that receives a 5* rating for their shift or assignment by £1.00/hr

Professionals that are not motivated or able to deliver an "excellent service" have no place on our platform. Any Professional with an average rating of 3* or less over their last three shifts will have their accounts suspended.

Employers are required to rate the performance of any Professional engaged by them at the end of the Shift or Assignment as follows (a) Reliability & Punctuality (b) Professionalism

(appearance, attitude, team work) (c) Clinical Ability and Knowledge (relevant to position) (d) Communication & Kindness.

If an Employer fails to rate the performance of the Professional within 48hrs of the Shift ending, the Professional will be awarded 4 stars. Employers that fail to provide performance feedback more than twice over a six month period will have their account suspended.

VAT

VAT will be added to Roostr's fees.

VAT will not be added to the Professionals fees which are inclusive of any and all applicable taxes

Non solicitation - engagement of a Professional.

During all periods of your access to or use of our Platform or Matching Service you can hire or engage the services of any Professional introduced to you or previously engaged by you through Roostr free of any charges or introductory fees.

Data Protection (GDPR).

Roostr and any Employer that receives and processes "Users" (Professionals) personal data shall comply at all times with the General Data Protection Regulations May 2018 ("GDPR") and shall not perform its obligations under these Terms in such a way as to cause the other to breach any of its obligations under Data Protection Law.

In the context of these Terms, an "Employer" will act as "processor" to Us who will be a "controller" with respect to a Professionals personal data.

Where you process personal data shared by Us, with respect to such processing, you shall:

- 1) process the personal data only in accordance with these Terms and not otherwise make any use of the personal data for your own purposes
- 2) only permit the personal data to be processed by persons directly employed by your company who are bound by enforceable obligations of confidentiality and take steps to ensure such persons only act on your instructions in relation to the processing
- 3) protect the personal data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure
- 4) promptly alert and inform Us of a personal data breach suffered by You
- 5) provide all necessary co-operation and assistance to enable Us to comply with Our obligations under Data Protection Law and to reduce the impact of the incident on Our business operations and reputation;
- 6) on Our reasonable request, assist Us to respond to requests from data subjects who are exercising their rights under the Data Protection Law;
- 7) on Our reasonable request, assist Us to comply with Our obligations under the Data Protection Law in relation to (a) notifying a supervisory authority that We have suffered a personal data breach; (b) communicating a personal data breach to an affected individual; (c) carrying out an impact assessment; and (d) where required under an impact assessment, engaging in prior consultation with a supervisory authority
- 8) unless applicable law requires otherwise, upon termination of these Terms at Our option, and unless you have a valid and lawful basis under the Data Protection Law for

continuing to hold and process personal data provided by Us (a) delete all such personal data permanently, safely and securely and provide Us with a certificate of destruction; and/or (b) return to Us all such personal data and any other information provided by Us to You; and (c) cease to process the personal data.

You shall indemnify and hold Us harmless on demand for any loss, damage, liabilities, penalties, expenses or fines incurred (whether foreseeable or unforeseeable or direct or indirect) as a result of you breaching your obligations under this clause (Data Processing).

General Conditions / Access and Use

Conduct

You acknowledge and agree not to harvest, collect or store user information or use such information for any purpose inconsistent with the purpose of the Services or for the purpose of transmitting or facilitating the transmission of unsolicited bulk electronic mail or communications. Illegal and /or unauthorized use of the Services, including aggregating usernames and other contact information for the purpose of sending unsolicited communications is prohibited

Changes to our Service

We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Services or any related services (or any parts thereof) with or without notice. You agree that Roostr shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Services or any related services.

Restrictions on Your Use of Roostr Proprietary Information.

Confidentiality.

All business, technical or financial information disclosed by Roostr via the Roostr Properties, including without limitation, the Site, Platform, or Matching Service, is the "Proprietary Information" of Roostr which You will hold in confidence and not disclose to others. You agree not to use any of our Proprietary Information (in whole or in part) for any purposes other than evaluation of Roostr and our Matching Services. When you have completed your use of our Platform or Matching Service, or if you have not used our Platform or Matching Service in 12 months, you will destroy all items and copies containing or embodying Proprietary Information.

Authorisation to Access and Use Roostr Platform.

Subject to you complying with our Terms and Conditions and the provisions hereof, you may access or use the Roostr platform solely for the purpose of your evaluation of our products and services. You will not: (a) allow any competitor of Roostr to use or access the Roostr Platform, (b) use or access our Properties to develop or enhance any product or service, or (c) copy any ideas, features, functions or graphics of the Roostr Properties. You are not permitted to copy, modify, frame, repost, publicly perform or display, sell, reproduce, distribute, or create derivative works of the Roostr Properties. You agree not to access the Site, Platform, or Matching Service by any means other than through the interface that is provided by Roostr to access the same.

Ownership and Restrictions.

All rights, title and interest in and to the Roostr Properties will remain with and belong exclusively to Roostr. You will not (a) sublicense, resell, rent, lease, transfer, assign, time share or otherwise commercially exploit or make the Roostr Properties available to any third party, (b) use the Roostr Properties in any unlawful manner (including without limitation in violation of any data, privacy laws) or in any manner that interferes with or disrupts the integrity or performance of the Roostr Properties or their related components, or (c) modify, adapt or hack the Roostr Properties to, or try to, gain unauthorized access to the Roostr Properties or related systems or networks (i.e., circumvent any encryption or other security measures, gain access to any source code or any other underlying form of technology or information, and gain access to any part of the Roostr Properties, or any other products or services of Roostr that are not readily made available to the general public or to you using your own account name and password as instructed by Roostr).

Linked sites

You may be able to connect with third parties' sites ('Linked Sites') from the Services. Linked Sites are not, however, reviewed, controlled, or examined by Us in any way and we are not responsible for the content, availability, advertising, products or other materials of any such Linked Sites, or any additional links contained therein. In no event shall Roostr be liable directly or indirectly, to anyone for any loss or damage caused by or in connection with use of the Linked Sites or the information or material accessed-through these Linked Sites. We reserve the exclusive right, at our sole discretion, to add, change, decline or remove, without notice, any feature or link to any of the Linked Sites from the Services and /or to introduce different features or links to different users of the Services.

Liability

In the event that you have any right, claim or action against any User arising from their use of Roostr, you agree to pursue such right, claim or action independently of and without recourse to us, and you release Roostr (affiliates, officers, directors, agents and employees) from all claims, liability, damages, losses, costs and expenses, including legal fees, known and unknown, arising from or in any way connected with such right, claim or action.

Limitation of Liability

We (including our, affiliates, officers, directors, agents and employees) will not without limitation be liable for any claims, actions, proceedings, losses, liabilities, costs, expenses (including reasonable legal costs and expenses) or damages, including for any indirect or consequential loss, of revenues, profits, contracts, business or anticipated savings, any loss of goodwill or reputation, or any special, indirect or consequential damages (however arising, including negligence) arising out of or in connection with these Terms and Conditions

Indemnity (Employer or Professional)

You (as an Employer or Professional) agree to indemnify and hold Roostr, harmless from any claim or demand (including all reasonable legal costs and expenses) howsoever incurred arising out of your use of our "Site," or "Services" or as a result of the breach by you of these Terms & Conditions, including any claim brought by any third party against Roostr arising out of your use of our "Site," or "Services"

Reservation of Rights

Rostr owns and retains its rights to all logos, trademarks, copyrights, trade secrets, know-how, patents and patent applications that are used or embodied in or otherwise related to the Rostr Properties. Rostr grants no other rights or licenses (implied, or otherwise) whatsoever to you under our Terms and Conditions

Governing Law & Legal Compliance

These Terms and Conditions (“User Agreement”) shall be governed by and construed in accordance with English law and subject to the exclusive jurisdiction of the English courts.