

## SERVICE PROVIDER TERMS

Please read these Service Provider Terms and the refund and cancellation terms carefully before you use our App (as defined below) and before providing any services through our App. We recommend that you print a copy of these Service Provider Terms (along with all of our other terms and policies) for future reference.

By using our App, you confirm that you accept these Service Provider Terms and that you agree to comply with them. If you do not agree to these Service Provider Terms, then you must not use our App in any way.

### 1. WHO WE ARE

1.1 The Service (as defined below) is provided by Nibras Software Company (Circl) Limited ("Nabras Software Company (Circl)", "we", "our", "us"). Nabras Software Company (Circl) is a company registered in Saudi Arabia, whose registered office King Fahad Road, Olaya Dist, Riaydh, Saudi.

1.2 The terms "you", "your" and "yours" when used in these Service Provider Terms means you as a wellness professional ("**Service provider**").

### 2. DATA PROTECTION

2.1 In order to provide the Service, we may collect personal data from you. Before using the Service, please read our privacy policy which explains how we will handle your personal data.

2.2 Nabras Software Company (Circl) and any Service provider each act as independent data controllers in relation to the user personal data. In respect of such user personal data, Nabras Software Company (Circl) and each Service provider shall ensure that it complies with all legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including (i) the Data Protection Act 2018 and any successor UK legislation, as well as (ii) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to data protection and privacy (for so long as and to the extent that the law of the European Union has legal effect in the UK).

### 3. THE CIRCL SERVICE

3.1 Circl is a platform application provided by Nabras Software Company (Circl) (the "**App**") which provides services including, allowing users to search for and connect with Service providers. The App (i) allows the Service providers to create a profile on the App and to advertise their services (being wellness and educational services, provided online or face-to-face and in classes or multi-session packages); (ii) allows the users to make bookings with Service providers for their services ("**appointment**") and / or to buy a subscription to unlock that Service provider's exclusive subscription content and services (the "**Subscription**"); and (iii) provides a payment gateway to allow payment from the user to the

relevant Service provider (the "**Service**"). More detail on the Service and payment can be found below.

- 3.2 The services booked via our App and provided by the Service providers (including any subscription services) are the responsibility of the Service provider which provides them (the "**Service provider Services**"). When advertising and conducting an appointment or advertising or providing a Subscription, you are entering into an agreement with each relevant user and not Nabras Software Company (Circl). Nabras Software Company (Circl) is not a party to any agreement between you and any user and Nabras Software Company (Circl) can accept no responsibility for users. By using the Service, you confirm that you understand and agree to use the Service on such terms.

#### 4. **YOUR OBLIGATIONS**

- 4.1 You will perform the Service Provider Services with the highest level of care, skill and diligence in accordance with best practice in your industry, profession or trade.
- 4.2 You undertake not to provide any Service Provider Services for which you do not have the relevant qualifications or experience.
- 4.3 You warrant that you will obtain and maintain all necessary licences, permissions and consents which may be required for the Service Provider Services before the date on which the Service provider Services are to start.
- 4.4 You warrant that you will comply with all applicable laws, including without limitation all applicable advertising and health and safety laws and that any advertising you undertake will comply with the UK CAP Code (as applicable).
- 4.5 You shall indemnify Nabras Software Company (Circl) against all liabilities, costs, expenses, damages, fines and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Nabras Software Company (Circl) arising out of or in connection with your breach of clause 4.4.
- 4.6 You warrant that you hold, and shall continue to hold for the duration of your use of the Service, appropriate insurance in respect of the Service provider Services you provide via the Service.
- 4.7 In order to use the Service, you need to provide us with some details and set up a profile. Before such profile can be activated, you will need to provide information such as profession, services, age, gender, work location, qualifications, biography and profile picture. Any reference to profile in these terms also includes any Subscription page and content which can be accessed via your profile. To create a profile, you will need to provide us with various pieces of information, as stated on the sign-up page. This may include, for example, your name, your gender, your email address, a password, and your payment and bank account details (please see the 'Payments to You' sections below for more information regarding

payment). You will also need to provide various pieces of information regarding your experience and credentials. Please see the 'Your Profile' section below for more details.

- 4.8 You must act in a professional, responsible manner throughout your use of the Service and your provision of the Service provider Services.
- 4.9 You must be aged 18 or over to be a Service provider.
- 4.10 You agree that you will not (i) create multiple profiles (unless authorised by us to do so); (ii) create a profile on anyone else's behalf; (iii) let anyone else use your profile; or (iv) impersonate another Service provider.
- 4.11 We reserve the right to approve or reject any request to become a Service provider at our absolute discretion.

## 5. **YOUR PROFILE**

- 5.1 Your profile can be viewed by any users of the App and will include information about you and your Service provider Services. The App may also provide a percentage match based upon your compatibility to a user's search criteria and a user's Circl homepage will be filtered according to their criteria and interests. Your profile may also include a user rating and user reviews. Any information you provide on your profile must comply with the provisions of these Service provider Terms.
- 5.2 For more details on how we use or share the information you provide to us in your profile, please see our Privacy Policy
- 5.3 You will ensure any data or information you upload, submit or send in connection with the Service: (a) is accurate (where it states facts); (b) is genuinely held (where it states opinions); and (c) complies with applicable laws, and that you have all necessary permissions and consents to upload, submit or send such information.
- 5.4 In particular, it is your responsibility to ensure that you have the right and any necessary consents and licences to use all photography, music clips and links, videos, imagery, logos and any other content featured as part of your profile or otherwise provided in connection with the App and your Service provider Services and that such information does not infringe the rights of any third party.
- 5.5 You hereby grant Nabras Software Company (Circl) the right to use your image, name, logo, trade mark and any other branding on the Circl website and social media accounts solely for the purpose of promoting you and showing your affiliation with the Circl App and for promoting the Circl App.
- 5.6 You will not upload submit or send any information which identifies another person (i.e. third-party personal data) unless you are authorised by that person to do so.

- 5.7 You warrant that all information on your profile is accurate and up to date, including any qualifications or registrations that you may have. In particular, you are responsible for ensuring that all the information on your profile or otherwise provided via the App (especially details of and prices for the Service provider Services) are correct and not misleading. You undertake to keep your profile up to date during your use of the Services.
- 5.8 You must not upload material that is unlawful, offensive, defamatory, abusive, obscene, discriminatory, inappropriate or otherwise objectionable.
- 5.9 We are under no obligation to oversee, monitor or moderate any information or material uploaded by you or otherwise provided in relation to the Service, However, we reserve the right to remove information or material which we consider to be in breach of these Service provider Terms until you provide us with proof of your right to use such information or material. We shall not be liable to you for any loss or inconvenience suffered by you as a result of such action.
- 5.10 Without prejudice to any of Nabras Software Company (Circ'l's) rights to suspend your access to the App, we will delete your profile upon your express written request or in the case of inactivity on the profile for a period of one year.

## 6. **USING THE SERVICE**

### 6.1 **Setting up Appointments and providing Subscriptions**

6.1.1 Users may search for Service providers on the Service using search criteria relating to any information you provide on your profile and via the Service including but not limited to location, services offered, and preferred meeting method. The App will suggest a number of relevant Service providers based on the user's search criteria. Users will (i) use our booking function and real-time calendar to book appointments with Service providers including adding comments to the booking request which Service providers can respond to; and / or (ii) buy Subscriptions from their chosen Service provider. The appointment booking or Subscription purchase will only become binding upon you and the user when the booking of the appointment or purchase of the Subscription is confirmed by you clicking accept and the user being notified of this in the App and by email.

### 6.2 **Communications with Users**

6.2.1 You understand and agree that any relationship developed between you and any user as a consequence of the use of the Service should continue to be conducted through the App. All communications, bookings and transactions must be conducted through the App.

6.2.2 It is possible for both users and Service providers to send comments via the App. Any comments between you and the user will not be moderated, checked or vetted by us in any way. To the extent permitted by law, we will have no liability with respect to any comments sent by you or by the user.

### 6.3 **Appointment Price Structure**

6.3.1 The fee for each appointment and Subscription will be set by you. Your rates are set at your discretion, and can be dependent on a number of factors including, but not limited to, location, medium, content and appointment and Subscription duration. Nabras Software Company (Circl) may set a limit on the number of free introductory appointments (if any) which can be offered by Service providers. You will be informed of any changes to the pricing requirements.

### 6.4 **Content of Appointments and Subscriptions**

6.4.1 You are solely responsible for the content of your appointments and Subscriptions. Appointments and Subscriptions must be run in a safe, professional and responsible manner and must be of satisfactory quality.

6.4.2 You may not offer Subscriptions or conduct appointments which are offensive, inappropriate, or of a sexual nature. Our decision as to whether an appointment or Subscription complies with these Service provider Terms is final.

6.4.3 We reserve the right to remove or stop an appointment or Subscription if we believe that the appointment or Subscription is not appropriate for the Service.

6.4.4 Your appointments and Subscription must only contain content which you have express permission and/or a licence to use as part of your appointment and Subscription.

### 6.5 **Running Appointments and providing Subscriptions**

6.5.1 By running an appointment or providing a Subscription as a Service provider, you acknowledge that users may act in accordance with your instructions.

6.5.2 Before each appointment begins or before providing a Subscription (to the extent it is relevant and it is possible to do so), you must ask users whether they have any health conditions or injuries that you should know about. You must make any necessary adjustments for any users that require them because of a health condition or injury.

6.5.3 You must monitor users (and their surrounding environment) as closely as possible (if the Service provider Services are provided in person) and run appointments and provide Subscriptions in a safe, responsible manner and advise users of all safety precautions necessary throughout your appointments or in connection with any Subscription.

### 6.6 **Performance Metrics**

6.6.1 We may collect performance metrics relating to your use of the Service. This may include, for example, response rates, lead time and punctuality. We will use these metrics to assess your performance and suitability for the Service.

## 7. **USERS**

7.1 You acknowledge and agree that users may share information about you and your conduct with us to the extent necessary for us to monitor your compliance with these Service provider Terms.

7.2 Following each appointment, users will have a chance to leave a review. You must not attempt to unduly influence user reviews and are not permitted to provide incentives to users in return for positive reviews.

7.3 You understand and agree that any user/Service provider relationship developed between you and any user as a consequence of the use of the Nabras Software Company (Circl)Service should continue to be conducted via the Nabras Software Company (Circl)App. All communications, bookings and transactions must be conducted through the App. You will not provide appointments, Subscriptions, consultations, advice, or any service comparable or similar to that provided on the Nabras Software Company (Circl)App to any user with whom you have a relationship as a consequence of the App. You will not entice users away from the App in any way. You will not provide any referral to any other wellness professional, who is not a member of the App. This term will apply even after termination of your access to the App or deletion of your profile, whether voluntary or imposed by Nabras Software Company (Circl).

## 8. **PAYMENTS TO YOU**

### 8.1 Nabras Software Company (Circl) **is an Agent**

8.1.1 We provide refund and cancellation terms to users. You acknowledge that you have read and understood these terms and you agree to abide by them.

8.1.2 When you take bookings for and conduct appointments or provide Subscriptions, you enter into a contract with each user to receive services from you (and Nabras Software Company (Circl) just connects you to the users as an agent). When a user pays for an appointment and / or Subscription, we collect these fees on your behalf. We take our commission out of these fees (as summarised in section 8.2), and then pay the remainder into your Circl Wallet on your Dashboard.

### 8.2 **Commission**

8.2.1 Nabras Software Company (Circl) will keep a percentage of each appointment fee and Subscription fee and this retained percentage amounts to the Circl commission fee and Circl Wallet fee total of 8.5% (together, the “**Commission**”). The Commission will be deducted from each appointment fee and/or Subscription fee (as applicable) before such fees can be withdrawn by you. Nabras Software

Company (Circled) may modify the rate of Commission at its discretion on 30 days' notice, and will notify you via the App or by email if it does so.

### **8.3 Payment for Appointments and Subscriptions**

8.3.1 As set out in section 8.1, when a user pays for their appointment and / or Subscription, Nabras Software Company (Circl) collects these fees on your behalf. These fees are locked in your Circl Wallet on your dashboard in the App. You will not be able to unlock the Circl Wallet and withdraw your fees into your own bank account unless and until:

- (a) both you and the user have attended the appointment, or the Subscription for the relevant period has been provided as agreed; and
- (b) in either case, the user has raised no complaints or issues within 24 hours of the end of the appointment or the end of the month in which the Subscription is provided (as applicable) (the "24 Hour Window").

8.3.2 As soon as the 24 Hour Window has expired, the fees will be available to be unlocked from your dashboard and available to withdraw

8.3.3 If the user raises an issue or complaint with us within the 24 Hour Window, we will notify you and the fees shall remain locked in the Circl Wallet pending resolution of the issue in accordance with clause 10 below.

8.3.4 In respect of subscriptions we will pay the monthly fee into your Circl Wallet. Payments will occur in the first week of the following month.

8.3.5 The fees available for withdrawal by you will be the cost of the appointment or monthly Subscription fee for the preceding month less (a) our Commission, as described in section 8.2; (b) any refunds due to users as set out in the refund and cancellation terms; (c) a withdrawal fee of [£3] (deducted on each withdrawal); and (c) any charges that your bank or payment provider imposes.

### **8.4 Cancellation and Refunds**

8.4.1 Information regarding refunds is set out in the refund and cancellation terms

### **8.5 Other Important Payment Information**

8.5.1 You are solely responsible for, and we bear no responsibility in respect of, your tax liabilities in respect of your use of the Service.

8.5.2 We are not responsible for any additional fees your bank or payment provider may charge whether for payments, refund or otherwise.

## **9. SUSPENSION OR TERMINATION OF YOUR ACCESS TO THE APP**

9.1 We reserve the right, acting reasonably, to immediately suspend or terminate your access to the App if:



- 9.1.1 you breach the End User Licence Agreement that applies to the App or these Service provider Terms;
  - 9.1.2 information you have provided or any representations you have made (whether during the sign-up process or thereafter) proves to be inaccurate, fraudulent, misleading or otherwise in violation of these Service provider Terms;
  - 9.1.3 you are in breach of any applicable law or regulation, or send material which is defamatory, abusive, obscene, discriminatory or otherwise inappropriate;
  - 9.1.4 when using the Service, you infringe any intellectual property rights belonging to us or a third party;
  - 9.1.5 you violate any Nabras Software Company (Circl) user's privacy (or the privacy of a third party);
  - 9.1.6 you use the Service for any purpose not expressly permitted by these Service provider Terms;
  - 9.1.7 you have cancelled and/or not attended appointments or not provided the Subscription as agreed, or have attended appointments late, on a number of occasions;
  - 9.1.8 it comes to our attention (via a user or otherwise) that, whilst using the Service, you acted or are acting inappropriately or in an unsafe manner;
  - 9.1.9 we determine (acting reasonably) that your performance metrics, collected in accordance with section 6.6, are not of a reasonable standard; or
  - 9.1.10 you have otherwise acted (or are acting) in a way in which we reasonably believe warrants us to suspend or terminate your access to the App.
- 9.2 If we suspend your access to the App, you will not be able to offer or conduct any appointments or offer or provide any Subscription during any period of suspension. In the case of suspension of your access to the App under this clause 9, we may withhold any payments due to you whilst we investigate the alleged misconduct which has resulted in the suspension. If we terminate your access to the App, you will no longer be able to use the Service and will not be able to offer or conduct any appointments or offer or provide any Subscription. In the case of termination of your access to the App under this clause 9, we are not obliged to pay any monies owed to you.

## 10. **COMPLAINTS AND CUSTOMER SERVICE**

- 10.1 The Service provider shall use its best endeavours to provide high quality Service provider Services to all users and shall promptly and efficiently deal with any user enquiries, matters or issues relating to appointments and Subscriptions (whether already purchased or potentially to be purchased), including dealing with any user complaints.

- 10.2 The Service provider shall be liable to the user for any failure to fulfil the user's expectations or for any other legal liability which arises in respect of the Service provider's provision of the Service provider Services.
- 10.3 Nabras Software Company (Circl) shall refer any user complaints it receives to the Service provider as soon as reasonably possible, and the Service provider shall acknowledge all complaints, and shall respond to the relevant user as soon as possible but no later than 48 hours of the Service provider's receipt of a complaint, whether the complaint has come from the user or from Nabras Software Company (Circl).
- 10.4 The Service provider shall make all efforts to resolve any complaints within 14 days, and must notify Nabras Software Company (Circl) of any correspondence between the Service provider and the user relating to the complaint and keep Nabras Software Company (Circl) informed of its progress and of the status of the complaint.
- 10.5 Nabras Software Company (Circl) shall be under no obligation to unlock fees in the Circl Wallet unless and until it is satisfied that both the Service provider and the user have resolved the complaint or issue and this shall be evidenced by written confirmation from both parties of the agreed resolution, specifying the agreed allocation (and if applicable apportionment) of fees. If Nabras Software Company (Circl) receives no communication confirming the agreed resolution from both the Service provider and the user within 30 days following the date on which the issue or complaint was raised, Nabras Software Company (Circl) shall withdraw the fees from the Circl Wallet and return the same to the user.
- 10.6 In the event that no resolution is agreed in accordance with section 10.5, the Service provider and user may pursue the issue independently of Nabras Software Company (Circl) and Nabras Software Company (Circl) shall have no further responsibility in relation to the same.
- 10.7 The Service provider hereby acknowledges and accepts that the App includes feedback functionality, which users may use to publish their personal reviews about the Service provider and the Service provider Services. The Service provider further acknowledges and agrees that Nabras Software Company (Circl) may publish a selection of reviews from previous months on the Service provider's profile (if applicable). The Service provider should note that this feedback functionality is a required function for all Service providers and the Service provider acknowledges and accepts that it may from time to time contain negative reviews from users, which is outside Nabras Software Company (Circl)'s control and Nabras Software Company (Circl) has no liability in relation to such reviews. There is also an option for the Service provider to respond to reviews from users about them. However, any response from the Service provider must be reasonable, appropriate, polite, professional and non-threatening or confrontational, and it may be subject to review by Nabras Software Company (Circl)
- 10.8 (and it may be deleted or edited in Nabras Software Company (Circl's) sole discretion if Nabras Software Company (Circl) deems it appropriate). For the avoidance of doubt, Nabras Software Company (Circl) is under no obligation to oversee, monitor, review or moderate

the relevant reviews or responses. The Service provider acknowledges that it shall have no right to any remedy (including without limitation, any right to terminate its agreement with Nabras Software Company (Circl) under these Service provider Terms) as a result of any reviews or other public communications of users naming or referring to the Service provider. However, if the Service provider, acting reasonably, believes that any public communication by any user in the App is defamatory in respect of the Service provider or any person, or in some other way violates any person's legal rights, the Service provider may report such communications to Nabras Software Company (Circl). Nabras Software Company (Circl) sole responsibility in the event of any such report from Service provider shall be to review the relevant communication(s) and in its sole discretion take any action Nabras Software Company (Circl) considers to be desirable or necessary (including, for example, taking such content down from the feedback pages).

## 11. **DISCLAIMER/LIABILITY**

- 11.1 We make no representations as to, and do not warrant the accuracy of, any user details. We cannot be held responsible for any errors in, and do not accept liability for reliance placed on, the contents of the App (including any user content and content linked from or uploaded to Service providers' profiles) and/or any omissions which may occur.
- 11.2 Whilst we make every effort to ensure that the Service is available, we do not represent, warrant or guarantee in any way the continued availability at all times or the uninterrupted use by you of the Service and errors, interruptions and delays may occur in the Service. We do not accept any liability arising from any interruption or delay in availability of the Service. We reserve the right to suspend or cease the operation of all or part of the Services from time to time at our sole discretion.
- 11.3 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; for fraud or fraudulent misrepresentation; or for any other liability that cannot be excluded or limited by English law .We exclude all conditions, warranties, representations or any other terms which may apply to the Service, the App or any content within it, whether express or implied, to the fullest extent permitted by law.
- 11.4 We will not be responsible for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with use of, or inability to use, the Service or the App, or use of or reliance on any content displayed on the App. In particular, we do not represent or warrant that the App will be error-free, free of viruses or other harmful components, or that defects will be corrected.
- 11.5 In particular, we will not be liable for:
- 11.5.1 any actions or omissions of users;
  - 11.5.2 loss of profits, sales, business, or revenue;

- 11.5.3 loss of anticipated savings;
  - 11.5.4 business interruption;
  - 11.5.5 loss of business opportunity, goodwill or reputation; or
  - 11.5.6 any indirect or consequential loss or damage.
- 11.6 To the extent we have any liability to you, this shall be limited at a maximum amount per claim of £50.

## 12. **OTHER CONDITIONS**

### 12.1 **Variation of these Service provider Terms**

- 12.1.1 We reserve the right to amend these Service provider Terms by email to registered Service providers or via the Service from time to time. By continuing to use the Service after these Service provider Terms have been updated, you accept and agree to such updated terms.

### 12.2 **Assignment**

- 12.2.1 We may assign the benefit of these Service provider Terms and our rights thereunder to a third party on notice to you. Your rights under these Service provider Terms will not be prejudiced. You may only transfer your rights and obligations under these Service provider Terms if we agree in writing.

### 12.3 **Severability**

- 12.3.1 If a court finds part of these Service provider Terms illegal, the rest will continue in force. Each of the paragraphs of these Service provider Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

### 12.4 **No Waiver**

- 12.4.1 Any waiver of any right under these Service provider Terms is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and to the circumstances for which it is given. No failure to exercise or delay in exercising any right or remedy provided under these Service provider Terms or by law constitutes a waiver of such right or remedy, nor shall it prevent or restrict any future exercise or enforcement of such right or remedy.

### 12.5 **Third party rights**

- 12.5.1 These Service provider Terms do not give any rights to third parties unless expressly stated herein.

**12.6 Entire Agreement**

12.6.1 These Service provider Terms (as amended from time to time), together with any document expressly referred to within them, constitute the entire agreement and understanding between the parties in relation to their subject matter and supersede any previous arrangement, understanding or agreement between them relating to such subject matter of these Service provider Terms.

**12.7 English Law**

12.7.1 These Service provider Terms, their subject matter and their formation (and any non-contractual disputes or claims arising under or in connection with them) are governed by the laws of England and Wales law and you hereby irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.