

# Partner Terms of Business

Last updated November 2019

## SUMMARY

This is a summary of our Partner Terms of Business. It should not be a substitute for reading the full version. Capitalised terms used in this summary are defined in the Partner Terms of Business.

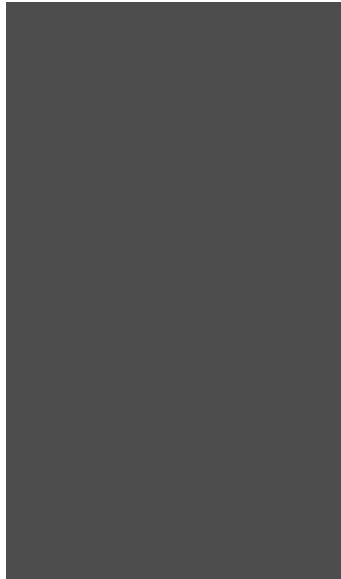
- • Learnrdriver provides:
- • a **booking platform** on which you can advertise the Partner Services which you offer as either a Solo instructor (Approved Driving Instructor) or Driving School to a much wider range of potential customers;
- • a **lesson diary management system** called 'instructor' which comes with a huge range of features to help you manage your business; and
- • **add-on features and services** such as a booking widget to add to your social media pages or own website, a customised website for your venue, and mobile app software to help manage your payments, students and business
- • You may choose to receive some or all of the above LearnrDriver Services. If you choose not to receive all of the LearnrDriver Services, certain terms contained in the Partner Terms of Business will not be relevant to you. E.g. If the services you receive from LearnrDriver do not include the booking platform, terms regarding Bookings (excluding Widget Bookings), Commission, and any other terms relevant only to the booking platform, will not apply to you.
- • If LearnrDriver Customers decide to "Pay at Venue", we will either deduct our Commission from what we owe you or, if we do not hold sufficient funds, the amount payable by you to us will be set out in your Invoice Statement. We will send you an Invoice Statement twice a month which will set out what we owe you for Fulfilled Bookings, what you owe us (e.g. Commission, Processing Fees, your Monthly Subscription Fee, any Sign-Up Fee etc.) and the resulting balance (whether you owe us, we owe you or the balance is settled).
  - ○ If we owe you, we will pay this to your bank account within 7-10 Business Days of the date of the Invoice Statement.

- ○ If you owe us, we will initiate payment of the Invoice Statement on your behalf, in accordance with authorisation given by you on accepting this Agreement and providing your details in instructr software. If no permission to take recurring payments has been given, we ask that you pay us within 14 days of the date of the Invoice Statement.
- If the balance is settled, we will explain on the Invoice Statement that there is nothing further needed.

If you have any issues with paying your outstanding balance within the required timeframe, please get in touch as soon as possible.

Please note that the Sign-Up Fee is **non-refundable**.

- ● In order to ensure all payments are processed securely and in compliance with payment regulations, payment processing services for Partners are provided by Stripe and are subject to the **Stripe connect account agreement**, which includes the **Stripe terms of service** (collectively, the "Stripe Services Agreement"). By agreeing to these Partner Terms of Business and continuing to use the LearnrDriver Services, Partner agrees to be bound by the Stripe Services Agreement, as may be modified by Stripe from time to time. Subject to agreeing to the Stripe Services Agreement and to receiving approval from Stripe to become a Stripe instructr softwareed Account, there are additional terms which must be adhered to by the Partner in order for LearnrDriver to enable the Stripe Services. These are set out in clause 11 of the Partner Terms of Business.
- ● Whether a LearnrDriver Booking or a redeemed eVoucher Booking is treated as a New Booking or a Repeat Booking (and therefore whether Commission or a Processing Fee is chargeable) depends on when the Customer last had a Successful Appointment (see definition below) at your venue and whether they exist in your Customer Database and if so, when they were created in the Customer Database. A Customer will be identified using their (1) email address; or (2) phone number, together with their first name.
- ● You are responsible for the Partner Services which you provide to students and the contract for those Partner Services is between you and the Customer. **We are in no way liable to Customers for the Partner Services they receive from you.**
- ● You have a number of obligations to LearnrDriver in return for receiving the LearnrDriver Services. These are set out in detail in the Partner Terms of Business but some important ones are as follows:
  - ○ You agree to pay all applicable Charges (e.g. Commission, Processing Fees, Sign-Up Fee etc.) and you hereby authorise LearnrDriver to initiate payment of the Sign-Up Fee and any Invoice Statement on your behalf. **Please note that VAT will be applied to all Charges.**
  - ○ You agree not to solicit LearnrDriver Customers or Widget Customers to make Bookings otherwise than through the Website, Distribution Channels or Widget (as applicable).



- ○ You agree to process and supply the Partner Services to the highest industry standards.
  - ○ You must at all times provide the Partner Services on the Website and App at the same prices you offer on your own website. For the avoidance of doubt, you **are** permitted to offer lower prices or special offers to closed groups of individuals (both online and offline) directly and on alternative online sales platforms.
  - ○ You must ensure that you have all licenses, consents, qualifications, authorities & insurance that are required for you to perform the Partner Services.
  - ○ You must ensure that all Partner Content uploaded to your Page(s) is accurate, legally compliant and not misleading.
- In respect of Pay at Venue (PAV) Widget Bookings, LearnrDriver is solely a technology provider and does not act as commercial booking agent. Customers and Partners are able to cancel PAV Widget Bookings up until the time of the appointment and no contract is created between the Customer and the Partner until the appointment takes place. Confirmation and reminder emails will be sent to Widget Customers from instructr software on behalf of the Partner but the Partner is responsible for providing the Partner Services to the Customer and handling any cancellations or rescheduling directly with the Customer or via the Widget itself. LearnrDriver has no further involvement in the PAV Widget Booking process and solely provides the technology to facilitate PAV Widget Bookings to be made.

(BELOW IS THE FULL VERSION)

**Please read these Partner Terms of Business (as well as the Booking Terms and Conditions) carefully before you begin using the LearnrDriver Services as these will apply to your relationship with LearnrDriver. We recommend that you print a copy of these Partner Terms of Business for future reference. If you do not agree with these Partner Terms of Business, you must not use the LearnrDriver Services.**

## 1. DEFINITIONS

1. "**Affiliate**" means in relation to LearnrDriver any entity that from time to time directly or indirectly controls, is controlled by, or is under common control with LearnrDriver;

2. "**Agreement**" or "**Partner Terms of Business**" means this agreement, together with the Cooperation Agreement and/or any terms sent to you via email or presented to you on the online Partner sign-up page, which together set out the terms and conditions upon which LearnrDriver shall provide the LearnrDriver Services to the Partner and which come into effect on the Effective Date;

3. "**App**" means the LearnrDriver marketplace booking application on Android or iOS;

4. "**Bank Charges**" has the meaning set out in clause 11.9;

5. "**Booking**" means any booking made by a Customer for any of the

Partner Services and whether made via the Website or App, the Distribution Channels or the Widget, including but not limited to LearnrDriver Bookings, APP Bookings, and Widget Bookings;

6. "**Booking Terms and Conditions**" means LearnrDriver's booking terms and conditions in relation to the Partner Services offered on the Website or App and available here [www.learnrdriver.com/terms-and-conditions](http://www.learnrdriver.com/terms-and-conditions)

7. "**Business Day**" means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;

8. "**Charges**" means the Commission and the Fees;

9. "**Checkbox**" has the meaning set out in clause 2.7;

10. "**Commission**" means the commission (+ VAT) payable by the Partner to

LearnrDriver as set out in the Cooperation Agreement and calculated based on the total amount payable by a LearnrDriver Customer for a LearnrDriver Booking;

11. "**Confidential Information**" has the meaning set out in clause 13.1;

12. "**instructr software**" means the "LearnrDriver instructr software"

software licensed to the Partner under this Agreement as one of the

LearnrDriver Services, which may include the LearnrDriver APP Software;

13. "**Cooperation Agreement**" means the agreement signed by

LearnrDriver and the Partner, or alternatively as agreed via email and/or the online Partner sign-up page, confirming both parties' acceptance of this Agreement, the Sign-Up Fee, the Commission and any other Charges (as applicable);

14. "**Customer**" means any person who purchases or receives the Partner Services via the Website, App or other Distribution Channels, including but not limited to a LearnrDriver Customer, a Widget Customer or a Partner Customer;

15. "**Customer Database**" means the Partner's database of Customers in instructr software;



16. "**Data Protection Legislation**" means European Directives 95/46 and 2002/58/EC and any legislation and/or regulation implementing or made pursuant to them, or which amends, replaces, re-enacts or consolidates any of them (including the General Data Protection Regulation) and all other applicable laws relating to processing of personal data and privacy that may exist in any relevant jurisdiction;

17. "**Distribution Channels**" means any third-party website or other media through which the LearnrDriver Services are from time to time advertised to Customers;

18. "**Effective Date**" means the earlier of (a) the Partner beginning to receive the LearnrDriver Services, (b) the date on which the Partner ticks the box to confirm its acceptance of this Agreement in instructr software, (c) the date on which the Partner signs up to receive the LearnrDriver Services via the online Partner sign-up page or, (d) the date the Cooperation Agreement is signed by the Partner to confirm its acceptance of this Agreement;

19. "**Fees**" means the Sign-Up Fee, Processing Fee and any other fees (+ VAT) payable by the Partner in order to receive the LearnrDriver Services, as set out in the Cooperation Agreement, any addendum to this Agreement, on the online Partner sign-up page and/or in emails between LearnrDriver and the Partner;

20. "**Free Trial**" means a limited period during which a Partner may receive some or all of the LearnrDriver Services free of any Charges (except for Processing Fees), as determined by LearnrDriver in its sole discretion. On expiry of a Free Trial, the Partner will be liable for Charges set out in the Cooperation Agreement;

21. "**Fulfilled Booking**" means a Booking in respect of which the Partner has successfully provided the Partner Services to the Customer and, in the case of

eVoucher Bookings only, the Partner has also redeemed the eVoucher in instructr software either by:

1. clicking "Redeem an eVoucher" in instructr software following the provision of the Partner Services to the Customer and inserting the unique voucher code in respect of that eVoucher into instructr software; or
2. by adding an appointment into instructr software prior to the provision of the Partner Services by clicking "Use an eVoucher", inserting the unique voucher code in respect of that eVoucher into instructr software and subsequently completing the provisions of the Partner Services to the Customer;

22. "**General Data Protection Regulation**" or "**GDPR**" means Regulation (EU) 2016/679.

23. "**Indemnified Third-Party**" has the meaning set out in clause 10.8;

24. "**Intellectual Property Rights**" means all intellectual property rights on

a world-wide basis whether currently in existence or otherwise and whether vested or contingent including (without limitation) copyright (including foreign language translation rights), design rights, database rights, rights in any domain names, registered designs, patents, trade marks, trade names, signs and other designations provided the foregoing are of a proprietary nature and all similar rights whether registered or otherwise (including, without limitation, all extensions, reversions, revivals and renewals thereof). The above shall include, in relation to registerable rights, any applications made or rights to make applications in respect of any such rights;

25. "**Matching Customer**" means a Customer whose email address or telephone number together with first name matches more than one Customer in the Customer Database;

26. "**Material Breach**" means a breach (including an anticipatory breach) which is not minimal or trivial in its consequences to LearnrDriver, including but not limited to a breach of clauses 6.1, 6.2, 6.5, 6.6, 6.10, 6.15, 6.16, 6.17, 6.18, 9, 10.5 and/or 11. In deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding;

27. "**New Booking**" has the meaning set out in clause 2.7; 28. "**Page(s)**" means the internet page or pages and contents of the

Partner's designated section of the Website or Distribution Channels (including the Partner's LearnrDriver "homepage" and each page for the Partner Services offered on the Website) along with any applicable page or pages and contents of the Partner's own website(s) or other website(s) where the Widget is used, including any Partner Site;

29. "**Partner**" means you, the Instructor or driving school, who enters into the Agreement with LearnrDriver on the Effective Date, acting on behalf of itself and all its employees.

30. "**Partner Content**" means any information, documentation, equipment, software, photographs, domain name (to the extent used to host a Partner Site), Partner Site customised skin/theme or other material (which may include the Partner name, logo and any other brand features and Intellectual Property Rights) which may be published on the Page(s) pursuant to this Agreement;

31. "**Partner Customer**" means a Customer who books Partner Services directly with the Partner and not using the Website, App or Widget but whose details are stored in instructr software either in the Customer Database or by adding an appointment in instructr software or otherwise;

32. "**Partner Services**" means the lessons and services which the Partner is in the business of providing and supplying to Customers and which are marketed to Customers by the Partner through use of the LearnrDriver Services;

33. "**Partner Site**" means a customisable website powered by instructr software and offered as one of the LearnrDriver Services for a Fee, and containing a "Book Now" button instructing Customers to the Widget, hosted at a unique subdomain address on mylearnrdriver.com or, at the discretion of LearnrDriver, on the Partner's own domain;

34. "**PAV Widget Bookings**" means a booking made on the Widget where the booking is not paid for online and the Customer and Partner are able to cancel up until the time of the appointment as no contract is created between the Customer and the Partner until the appointment takes place;

35. "**PAV Widget Customer**" means a Customer who makes a PAV Widget Booking;

36. "**Photos**" has the meaning set out in clause 4.1;

37. "**Photography Service**" means the photography service that may be

provided to Partners by LearnrDriver pursuant to the terms and conditions

set out in clause 4 of this Agreement;

38. "**Prepaid Widget Booking**" means a booking made on the Widget where

payment is made online by the Widget Customer to LearnrDriver at the

time of booking;

39. "**Prepaid Widget Customer**" means a Customer who makes a Prepaid

Widget Booking;

40. "**Pricing Change Notice**" has the meaning set out in clause 2.5;

41. "**Processing Fee**" means the processing fee (+VAT) payable by the

Partner to LearnrDriver for Repeat Bookings and Widget Bookings, as set out in the Cooperation Agreement and calculated based on the total amount payable by the Customer for a Repeat Booking or Widget Booking, as applicable;

42. "**Repeat Booking**" means a LearnrDriver Booking that does not fall under the definition of New Booking as defined in clause 2.7; 43. "**Security Incident**" has the meaning set out in clause 9.3;

44. "**Sign-Up Fee**" means the non-refundable fee (+ VAT) charged by LearnrDriver to the Partner on the Partner signing up to receive the

LearnrDriver Services, to be paid via electronic card payment or as

otherwise agreed and as set out in the Cooperation Agreement; 45. "**Stripe**" means Stripe Payments Europe Ltd, a private limited company

organised under the laws of Ireland and Stripe Payments UK Ltd, an English company, providing the Stripe Services to both LearnrDriver and its Partners (who are also known as Stripe instructr softwareed Accounts);

46. "**Stripe instructr softwareed Account**" means a Partner who has agreed to the Stripe Services Agreement and received approval from Stripe to receive the Stripe Services;

47. "**Stripe instructr softwareed Account Data**" means data about Stripe instructr softwareed Accounts, activity on their Stripe accounts and their transactions;

48. "**Stripe Services Agreement**" means the [Stripe instructr softwareed account agreement](#), which includes the [Stripe terms of service](#);

49. "**Stripe Services**" means the payment processing services offered by Stripe to LearnrDriver and Stripe instructr softwareed Accounts including services that enable the acceptance of payments from Customers, the routing of money to and from Stripe instructr softwareed Accounts and the payment of money outside of Stripe;

50. "**ADI Photos**" has the meaning set out in clause 6.6;

51. "**Successful Appointment**" means an appointment in instructr software

(either by way of a LearnrDriver Booking, Widget Booking, eVoucher Booking or a booking made directly with the Partner) in respect of which the Partner has successfully provided the Partner Services to the Customer and in the case of eVoucher Bookings only, the Partner has also redeemed the eVoucher in instructr software. The date of redemption in instructr software will be the date on which the Successful Appointment is deemed to have taken place;

52. "**Third-Party Platforms**" has the meaning set out in clause 10.3;

53. "**LearnrDriver**" means OneFiveNine Ltd (t/a LearnrDriver), a company

registered in England under company number 13496000 and whose registered office is at Ground Floor, Lower, 111 Charterhouse St, London EC1M 6AW

54. "**LearnrDriver Booking**" means a booking made on the Website or App where at the time of making the booking the Customer chooses a time and/or



date at which to receive those Partner Services (including where the "Pay at Venue" option is used)

55. "**LearnrDriver Customer**" means a Customer who books via the Website or App (either a LearnrDriver Booking or credit Booking);

56. "**LearnrDriver Photographer**" means an independent photographer whose services are contracted for by LearnrDriver and who may be instructed by LearnrDriver to provide the Photography Service to a Partner;

57. "**LearnrDriver Services**" means the benefits and services a Partner may receive from LearnrDriver, as set out on the online Partner sign-up page, in the Cooperation Agreement, any addendum to this Agreement and/or in emails between LearnrDriver and the Partner, in return for paying the Charges to LearnrDriver (save for in the case of a Free Trial);

58. "**User Generated Content**" has the meaning set out in clause 8.5;

59. "**Website**" means the website at [www.learnrdriver.com](http://www.learnrdriver.com)

60. "**Widget**" means the web interface owned and provided by LearnrDriver

via instructr software as one of the LearnrDriver Services, embedded on each Partner Site and which the Partner may embed on its own website and/or social media channel(s), and through which Customers can make Widget Bookings with the Partner directly;

61. "**Widget Booking**" means a Prepaid Widget Booking or PAV Widget Booking; and

62. "**Widget Customer**" means a PAV Widget Customer or a Prepaid Widget Customer.

## 2. **LearnrDriver SERVICES AND CHARGES**

1. In consideration of payment by the Partner of the Charges (save for in the case of a Free Trial) and the Partner performing all of its other obligations herein and subject to this Agreement, LearnrDriver shall provide the applicable LearnrDriver Services to the Partner, which shall (unless otherwise agreed) include a personal, non-exclusive, non-transferable and fully revocable licence to use instructr software, the terms of which are set out at clause 3.
2. In respect of all Prepaid Widget Bookings, LearnrDriver Bookings, LearnrDriver shall act and is hereby appointed as agent at law for the Partner to conclude those Bookings with a Customer and (where applicable) collect and process payments on behalf of the Partner. Nothing herein shall prevent or limit the Partner from remaining fully responsible and liable for their provision and supply of Partner Services to Customers. LearnrDriver is solely a technology provider with respect to PAV Widget Bookings and has no direct relationship with Widget Customers in respect of PAV Widget Bookings.

3. LearnrDriver may contact the Partner via e-mail, telephone, SMS or WhatsApp using the contact information provided in instructr software in instructr software with Bookings or other questions regarding LearnrDriver and / or the Partner Services.

4. Where a Partner has elected to receive LearnrDriver Services which attract Fees, if it wishes to cease receiving one or more of those LearnrDriver Services, the Partner must give LearnrDriver at least 30 days' notice in writing and will remain liable to pay any applicable Fees for the duration of the notice period.

5. LearnrDriver may in its sole discretion, change the amount of any Fees and/or the rate of Commission at any time on 30 days' notice to the Partner ("**Pricing Change Notice**"). The Partner's continued use of the LearnrDriver Services after receipt of such Pricing Change Notice will be deemed acceptance of the new Fees and/or rate of Commission.

6. A LearnrDriver Booking will be regarded as a **New Booking** if the Customer:

1. does not exist in the Customer Database at all (except where the Customer indicates via the checkbox on booking (the "**Checkbox**") that they have visited the Partner in the last 365 days, in which case it will be a Repeat Booking); or

2. was created in the Customer Database more than 365 days ago and has not had a Successful Appointment at the Partner's venue in the last 365 days; or

3. was created in the Customer Database less than 365 days ago as a result of an appointment which was not or has not yet become a Successful Appointment.

In **all other cases**, a LearnrDriver Booking or a redeemed eVoucher Booking will be considered a **Repeat Booking**.

Where a Customer indicates via the Checkbox whether or not they have visited the Partner in the last 365 days, and LearnrDriver also holds Customer Data about that Customer in the Customer Database, this will always be verified against the Customer Database which will take precedence over the Checkbox.

7. In the case of a Matching Customer, the Customer and the Matching Customer will be merged together and the most recent Successful Appointment will be used to determine whether a LearnrDriver Booking or a redeemed eVoucher Booking is a New Booking or a Repeat Booking.

8. Where LearnrDriver offers the Partner a Free Trial, the Partner understands and accepts that these Partner Terms of Business will apply in full. The Partner hereby agrees to pay all applicable Charges following completion of the Free Trial and to provide its bank details to LearnrDriver



via instructr software prior to the end of the Free Trial. If the Partner fails to provide its bank details to LearnrDriver in accordance with this clause 2.9, the Partner understands and accepts that LearnrDriver shall cease the provision of some or all of the LearnrDriver Services with immediate effect and without further notice. LearnrDriver may in its sole discretion reinstate some or all of the LearnrDriver Services upon the Partner providing payment details to LearnrDriver. LearnrDriver shall not be liable to the Partner in any way for the immediate termination of the LearnrDriver Services, in accordance with clause 3.7 and subject to clause 14.2.

### **3. instructr software, LearnrDriver APP, WIDGET AND PARTNER SITE LICENCE**

1. Subject to payment of applicable Charges, the Partner may use instructr software, the Widget, LearnrDriver APP, and/or the Partner Site for the purpose of processing Bookings of Partner Services for and on behalf of itself only.
2. The Partner's use of instructr software, the Widget, LearnrDriver APP and/or the Partner Site is at the Partner's sole risk. The service is provided on an "as is" and "as available" basis.
3. Technical support is provided by email primarily and is a benefit for the Partner but is not a right of the Partner.
4. The Partner understands and accepts that:
  1. LearnrDriver uses third-party vendors and hosting partners to provide the hardware, software, networking, storage, and related technology required to run software, LearnrDriver APP, the Widget and the Partner Site;
  2. LearnrDriver shall have administrator access to all parts of instructr software, including those parts that have been specifically tailored for the Partner;
  3. LearnrDriver will track, using third-party tools such as Google Analytics and Snowplow, the Partner's use of, a s' and contractors'

use of the software. The tracking will cover each single interaction the user has and the technical details of the browser and device being used and will include but not be limited to (a) appointment creation, (b) editing employees, and (c) viewing the calendar. This tracking will assist LearnrDriver in understanding how the software is used by Partners and will allow LearnrDriver to develop and improve instructr software. The Partner is responsible for alerting its employees and contractors that such tracking will take place.

References to the tracking are included in LearnrDriver's Privacy and Cookie Policy here [www.LearnrDriver.com/info/privacy-policy](http://www.LearnrDriver.com/info/privacy-policy), which should be brought to the attention of Partner's employees and contractors; and

4. The Widget and Partner Site are "*Powered by LearnrDriver*", contain LearnrDriver branding including logos, trademarks and images, and will give Widget Customers the opportunity to opt-in to receiving email marketing from the Partner and LearnrDriver.

5. The Partner shall not:

1. reproduce, duplicate, copy, sell, resell or exploit the whole or any part of the software, LearnrDriver app, the Widget or the Partner Site;

2. allow any third-party (including group companies of the Partner) to use or access the software without express prior written permission from LearnrDriver (which may be denied or granted on such terms as LearnrDriver in its sole discretion may determine);

3. send unsolicited emails, SMS or other electronic forms of marketing to Customers via instructr software (or otherwise); or

4. disclose, share or resell any software login details.

6. LearnrDriver does not warrant:

1. that the software, LearnrDriver app, the Widget and/or the Partner Site will meet the Partner's specific requirements;

2. that the software, LearnrDriver app, the Widget and/or the Partner Site will be uninterrupted, timely, secure, or error-free;

3. that any information or results that may be obtained from the use of the software or LearnrDriver app will be accurate or reliable;

4. that the quality of any products, services, information, or other

material purchased or obtained by the Partner through the software, LearnrDriver app, the Widget and/or the Partner Site will meet the Partner's requirements or expectations; or

5. that any errors in the software, LearnrDriver app, the Widget and/or the Partner Site will be corrected.

7. The Partner expressly understands and agrees that as regards its use of the software, LearnrDriver app, the Widget and/or the Partner Site,

whether during a Free Trial or otherwise, subject to clause 14.2, LearnrDriver shall not be liable for any loss of income or profits, loss of contracts, loss of goodwill, loss of data, or other intangible losses or for any indirect or consequential loss or damage (even if LearnrDriver has

been advised by the Partner of the possibility of such loss or damage) resulting from:

1. the Partner's use of, or inability to use, instructr software, LearnrDriver APP, the Widget and/or the Partner Site;
2. LearnrDriver ceasing the provision of the LearnrDriver Services upon expiry of the Free Trial;
3. unauthorised access to or alteration of the Partner's transmissions or data;
4. statements or conduct of any third-party on instructr software, LearnrDriver APP, the Widget and/or the Partner Site; or
5. any other matter relating to instructr software, LearnrDriver APP, the Widget and/or the Partner Site.

8. LearnrDriver will provide the Partner with a user account and password which allows the Partner to access instructr software and/or LearnrDriver APP. The Partner shall safeguard and keep the user account details and password confidential and safely stored and shall not disclose them to any person other than those who need to have access to instructr software and/or LearnrDriver APP and who are aware of the Partner's obligations to keep those details secure. The Partner shall immediately notify LearnrDriver of any suspected security breach or improper use, including any use which would breach this Agreement, LearnrDriver's reasonable instructions given from time to time and/or Applicable law.

#### 4. PHOTOGRAPHY SERVICE

LearnrDriver may at its sole discretion offer the Photography Service to Partners under licence for an agreed fee. Where LearnrDriver provides the Photography Service to a Partner, and provided the Fee has been paid in full by the Partner to LearnrDriver, the following additional terms and conditions shall apply:

1. No warranties or guarantees are made about the quality of the photographs taken by the LearnrDriver Photographer (the "**Photos**") and/or their content or layout. It will be the responsibility of the Partner to ensure that all necessary persons (if any) to be photographed are present at the appointment with the LearnrDriver Photographer, to ensure that all consents to be photographed have been obtained from those who appear in Photos and to agree with the LearnrDriver Photographer that the set up and content of the Photos are to the Partner's satisfaction.
2. The Partner may only use and publish the Photos on the following media: the Website, App, the Distribution Channels (to the extent applicable) and on the Partner's own website and social media pages. For the avoidance of doubt, the Photos may not be used on any other online marketplace on

which the Partner advertises the Partner Services. No editing of the Photos is permitted and Partners are strictly prohibited from removing any of LearnrDriver's copyright notices from the Photos.

3. The Partner hereby acknowledges and agrees that the Photos are used under a non-exclusive and non-assignable licence that will automatically cease if the Partner leaves the LearnrDriver platform. With the exception of the rights under that licence, the Partner will not have any Intellectual Property Rights in the Photos. All Intellectual Property Rights in the Photos will be owned by LearnrDriver. For the avoidance of doubt, LearnrDriver may utilise the Photos in any of its own advertising and marketing campaigns, on the Website, Distribution Channels & social media channels and for any other purpose that it deems fit.
4. The Partner may not print, distribute, use, publish, exploit, edit, crop, alter or otherwise deal with the Photos except in accordance with clause 4.2 of this Agreement or with the prior written consent of LearnrDriver, to be given at the sole discretion of LearnrDriver and which may be subject to further Fees.

#### **5. LearnrDriver APP**

This clause 5 shall only apply to Partners who have ordered LearnrDriver APP in the Cooperation Agreement or otherwise.

1. One of the LearnrDriver Services offered to Partners is the use of LearnrDriver APP Software and/or LearnrDriver APP Hardware further details of which will be set out in the Cooperation Agreement (or as otherwise agreed separately between the Partner and LearnrDriver) and may differ from those set out in this Agreement. LearnrDriver APP Software and LearnrDriver APP Hardware shall together be referred to as "**LearnrDriver APP**".
2. The Fee for LearnrDriver APP Hardware must be paid by the Partner to LearnrDriver in advance.
3. It is the Partner's responsibility to familiarise itself with the functionality of LearnrDriver APP and its suitability for the Partner's business operations. LearnrDriver makes no guarantee as to the operability of LearnrDriver APP Software or LearnrDriver APP Hardware nor their operability together. If the Partner purchases LearnrDriver APP Software without LearnrDriver APP Hardware, LearnrDriver will not be able to provide any support in integrating or setting up LearnrDriver APP Software with any third-party hardware.
4. The Partner is responsible for its business and therefore also for any legal obligations concerning its business including but not limited to all tax and

social security declarations and payments according to applicable law.

#### **Delivery of LearnrDriver APP Hardware**

5. The LearnrDriver APP Hardware shall be delivered to the delivery address indicated by the Partner in the Cooperation Agreement or otherwise by email. LearnrDriver shall supply the LearnrDriver APP Hardware within 14 days from receipt of the Fee in full. This period may be extended in the

event of circumstances beyond LearnrDriver's control including but not limited to labour disputes, employee illness, issues with supply, or force majeure.

6. On passing the LearnrDriver APP Hardware to the delivery company, LearnrDriver's obligations to the Partner in respect of delivery are discharged and risk of accidental damage or failed delivery is passed to the Partner at the point of sending. This shall apply irrespective of where the LearnrDriver APP Hardware is delivered from and/or who pays the delivery costs.

### **Defects with LearnrDriver APP Hardware**

7. Except as otherwise provided for in this Agreement, the Partner's rights in the event of defects to the LearnrDriver APP Hardware shall be as provided for by statute. LearnrDriver accepts no liability for public statements of the manufacturer or other third parties (e.g. advertising claims).
8. The Partner shall only be able to make defect claims if it has fulfilled its statutory duties of inspection and notification and has reviewed and followed LearnrDriver's troubleshooting guide for the LearnrDriver APP Hardware in detail. If a fault appears upon inspection or later, it must be notified promptly to LearnrDriver in writing and no later than two weeks from discovering the defect. Notwithstanding the aforesaid duty of inspection and notification, the Partner shall notify obvious defects within two weeks from delivery. LearnrDriver shall not be liable if the Partner fails to make proper inspection and/or give proper notification of the defect. LearnrDriver will provide a parcel label for shipping the LearnrDriver APP Hardware to LearnrDriver for examination.
9. The Partner shall have the option of renting temporary LearnrDriver APP Hardware ("**Loan Hardware**") in the interim whilst the LearnrDriver APP Hardware is inspected which will be sent within three working days after notification of the defect, subject always to availability of Loan Hardware. LearnrDriver shall charge an exchange Fee of £99.00 (excluding VAT) to

the Partner for the Loan Hardware. LearnrDriver shall refund the exchange Fee to the Partner in full if a defect exists in the LearnrDriver APP Hardware for which LearnrDriver is liable. Exchange Fees shall not be refunded in any other case. In return, the Partner shall be obliged to send the Loan Hardware back to LearnrDriver immediately after LearnrDriver has eliminated all defects or confirmed no defects for which LearnrDriver is liable exist.

10.If defects are found in LearnrDriver APP Hardware for which LearnrDriver is liable, LearnrDriver may either, always at its sole discretion, rectify the fault in the existing LearnrDriver APP Hardware or provide replacement LearnrDriver APP Hardware. Remediation shall not encompass either de-installation of the faulty item nor reinstallation if LearnrDriver was not originally obligated to install it. LearnrDriver shall always be granted reasonable time and opportunity to remedy defects.

11.If a defect does exist, any expenses for testing or remediation, in particular transport, travel, labour and materials costs (but not de-installation and

installation costs) shall be borne by LearnrDriver. Otherwise, LearnrDriver may demand reimbursement of the costs (in particular testing and transport costs and costs of any exchanged device) from the Partner, unless the absence of a fault was not recognisable for the Partner. Even if a defect exists, the Partner shall only have a claim to compensation and/or the reimbursement of fruitless expenditure in accordance with clause 14 of this Agreement, all other such claims shall be excluded.

12.No defect may be claimed where there is only an insignificant deviation from the agreed quality, where usability is affected only insignificantly, in cases of natural wear and tear or for damage arising after the transfer of risk due to incorrect or negligent handling, overuse, or due to particular outside influences that were not provided for under the contract. If improper maintenance work or changes are made by the Partner or a third-party, no defect may be claimed in respect of said work or changes or the consequences thereof.

13.If remediation fails, the Partner may, without prejudice to any claims for compensation, withdraw from the Cooperation Agreement or choose to stop receiving the LearnrDriver APP Hardware and paying the associated Fee. Remediation shall be deemed to have failed if two replacement deliveries have also been faulty or if rectification or repair has twice been performed without success.

14.Claims for defects shall expire 12 months after delivery of the LearnrDriver APP Hardware to the Partner's delivery address. The foregoing provision shall not apply insofar as a mandatory longer period is prescribed by law.

### **Back-up of LearnrDriver APP Data**

15.When using LearnrDriver APP, the Partner shall be responsible for the regular (e.g. daily) back-up of data. Despite regular data back-up, LearnrDriver cannot guarantee the complete back-up of all data entered into LearnrDriver APP. LearnrDriver shall in particular not be liable for losses that arise because the Partner has failed to back up its data. The Partner shall therefore be responsible for taking steps to prevent the potential temporary failure of LearnrDriver APP. LearnrDriver cannot guarantee the uninterrupted availability of LearnrDriver APP. LearnrDriver shall not be liable for losses, in particular loss of profit, that arise because the Partner has failed to take effective steps to ensure that operation of the business continues in the event of a temporary failure of LearnrDriver APP.

## **6. PARTNER OBLIGATIONS**

1. In consideration of receiving the LearnrDriver Services, the Partner agrees to pay all applicable Charges to LearnrDriver and to accept all Bookings and process and supply the Partner Services to the highest industry standards and in line with any specific terms and conditions set out in this Agreement generally, and particularly in this clause 6. A breach of this clause 6.1 will be a Material Breach of this Agreement.



2. The Partner must accept all Bookings and may only decline to accept the same in exceptional circumstances, otherwise the Partner shall be considered to be in Material Breach of this Agreement and may forfeit any payments due to it in instructr software on with this Agreement.
3. In respect of Prepaid Widget Bookings, LearnrDriver Bookings, eVoucher Bookings and APP Bookings, the Partner is obliged to comply with the cancellation and rescheduling policy set out in clause 5 of the Booking Terms and Conditions. These can be viewed in full at [www.learnrdriver.com/info/booking-terms-and-conditions/](http://www.learnrdriver.com/info/booking-terms-and-conditions/):

1. LearnrDriver will offer a full or partial refund (as applicable) in respect of eVoucher Bookings cancelled any time prior to their expiry unless the eVoucher has been used to book an appointment or stay or has been redeemed against another purchase. Please note that Customers are entitled to cancel eVoucher Bookings at

any time up until expiry or redeem eVouchers for a different Partner Service and/or with a different Partner and the Partner will have no rights to that eVoucher Booking until it has been redeemed in instructr software and therefore become a Fulfilled Booking.

2. LearnrDriver and/or the Partner will offer a refund in respect of Prepaid Widget Bookings and LearnrDriver Bookings which are cancelled (or unable to be rescheduled) provided the relevant appointment is not due to take place in either the next 24, 48 or 72 hours, such timeframe to be selected by the Partner.
3. In respect of PAV Widget Bookings, LearnrDriver is solely a technology provider and does not act as commercial booking agent. Customers and Partners are able to cancel PAV Widget Bookings up until the time of the appointment and no contract is created between the Customer and the Partner until the appointment takes place. The Partner is responsible for handling any cancellations or rescheduling directly with the Customer. LearnrDriver has no further involvement in the PAV Widget Booking process and solely provides the technology to facilitate PAV Widget Bookings to be made. The Partner can select in instructr software whether Customers will be given the opportunity to opt-in to email marketing from just the Partner or from the Partner and LearnrDriver.
4. The Partner is responsible for ensuring that all Partner Content (especially details of and prices for the Partner Services) that it publishes or provides to LearnrDriver to publish on the Page(s) is accurate, correct and not misleading. This includes only displaying prices as at a discount when those Partner Services have genuinely been available at a higher price previously and are only available at the discount price for a short period of time. The Partner should only upload photographs representing its venue to its Page(s) which have been taken at the Partner's own venue and should always ensure that it has the right to use any such photographs uploaded. Any breach of this clause 6.5 is a Material Breach of this Agreement. If the Partner does not have any photographs available to upload, LearnrDriver is happy to upload some suitable photographs from its own database so please just let us know.

5. The Partner procures that:
  1. when uploading Partner Content which consists of photographs of

an employee or contractor's own work ("**ADI Photos**"), the Partner's employees and contractors only upload Photos in which

they have the full copyright and/or permission to display the ADI Photos on the Partner's website, Partner Site, LearnrDriver's Website and App and third-party Platforms

2. Partner's employees and contractors have obtained express written consent from any person or persons featured in the SADI Photos for them to be used in this way; and
3. the ADI Photos will not, in any way, contain nudity, obscenity or content which is likely to harass, upset, alarm, offend or which includes any sexually explicit, illegal or promotes violence or hate.
6. If at any time LearnrDriver suspects that ADI Photos have been uploaded without the appropriate rights or consent as set out in clause 6.6(a) and (b) above, or, at its sole discretion, LearnrDriver deems the ADI Photos to be inappropriate in any way in view of clause 6.6(c), this shall be a Material Breach of the Agreement and LearnrDriver, without limiting any other remedy it may wish to seek, may remove the S=ADI Photos at its sole discretion.
7. Partner is responsible and agrees to fulfil all statutory information obligations, including but not limited to the obligation to create and maintain and imprint.
8. The Partner acknowledges and agrees that its Page(s) on the Website and App should not contain any contact details, direct references or links to the Partner or its website, app, platform, tool or other devices or to websites, apps, platforms, tools or other devices of third parties.
9. The Partner must at all times supply the Partner Services on the Website and App at a price which is accurate and conforms with the best available rate offered on the Partner's own website. If a Customer provides proof of a better price available on the Partner's own website for Partner Services booked through the Website or App, LearnrDriver reserves the right to refund the Customer the difference and to adjust the amount paid to the Partner in instructr software with those Partner Services accordingly. For the avoidance of doubt, the Partner is permitted to offer lower prices or special offers to closed groups of individuals, both online and offline, e.g. to members of its own loyalty scheme, or directly in the Partner's venue, and also on other alternative online sales platforms. A breach of this clause 6.10 shall be a Material Breach of this Agreement.

10. The Partner must ensure that it has obtained the consent of each of its employees and contractors to be advertised on the Website and App to Customers including but not limited to details such as name, expertise, contact details, availability, services offered and photographs.

11. The Partner is solely responsible for ensuring that the information on instructr software regarding time and date availability is kept completely up to date so

that potential Customers are able to view the accurate time and date availability at the time of making a Booking.

12. In respect of LearnrDriver Bookings made using the "Pay at Venue" option, the Commission shall be payable for all such LearnrDriver Bookings except where a "no show" has been flagged by the Partner on instructr software by midnight on the date of the appointment. For the avoidance of doubt, if a "no show" has not been flagged on instructr software by midnight on the date of the appointment, the LearnrDriver Booking will be treated by LearnrDriver as fulfilled and LearnrDriver shall be entitled to receive Commission in respect of that LearnrDriver Booking.

13. The Partner shall not solicit LearnrDriver Customers or Widget Customers to make Bookings otherwise than through the Website, Distribution Channels or Widget (as applicable).

14. Where a Customer makes a Booking and the Partner encourages that Customer to cancel their Booking and make a separate booking directly with the Partner, the Partner shall be in Material Breach of this Agreement.

15. If LearnrDriver has reasonable grounds to suspect that the Partner has made or makes any direct or indirect attempt to avoid paying any Charges, for example without limitation, by fraudulently flagging a Fulfilled Booking using the "Pay at Venue" option as a "no show", this shall be a Material Breach of this Agreement and shall give LearnrDriver the right, without limiting other remedies available to it, to withhold and retain any payments due to the Partner under this Agreement.

16. If the Partner is receiving any of the LearnrDriver Services as part of a Free Trial, the Partner must provide LearnrDriver with full payment details prior to the expiration of the Free Trial. Failure to do so will be a Material Breach of this Agreement.

17. If LearnrDriver has reasonable grounds to suspect that the Partner has made any direct or indirect attempt to avoid paying Charges which would otherwise become due at the end of the Free Trial, for example and without limitation, by signing up or attempting to sign up for continuous Free Trials by using alternative contact information or names or by any other means, this shall be a Material Breach of this Agreement and shall give LearnrDriver the right, without limiting other remedies available to it, to withhold and retain any payments due to the Partner under this Agreement.

## **7. LearnrDriver GIFT VOUCHERS AND LearnrDriver GIFT CARDS**

LearnrDriver no longer issues LearnrDriver gift vouchers. These have been replaced by the LearnrDriver Gift Card. All issued LearnrDriver gift vouchers expired on or before 8 June 2015. If you have any queries regarding expired LearnrDriver gift vouchers, please email [supply@learnrdriver.com](mailto:supply@learnrdriver.com).

Please note that Partners must not accept the LearnrDriver Gift Card as payment for Bookings. LearnrDriver Gift Cards can only be redeemed by Customers directly on the Website or App.

## **8. CUSTOMER SERVICE AND COMPLAINTS**

1. The Partner shall use best endeavours to provide top quality Partner

Services to all Customers and shall promptly deal with any sales enquiries, matters or issues relating to Bookings or potential Bookings including dealing with Customer complaints.

2. The Partner shall be directly responsible to the Customer for any failure to fulfil the Customer's expectations or for any other legal liability which arises in respect of the Partner Services, save where such liability arises as a result of LearnrDriver's negligence.
3. LearnrDriver shall refer any Customer complaints it receives to the Partner and the Partner shall acknowledge all complaints, and shall respond to the relevant Customer within 48 hours of the Partner's receipt of a complaint (whether the complaint has come directly from the Customer or via LearnrDriver).
4. The Partner shall make all efforts to reach a resolution to any complaints within 14 days and must notify LearnrDriver of any correspondence between the Partner and the Customer relating to the complaint and generally keep LearnrDriver apprised of its progress and the status of the complaint.
5. The Partner hereby acknowledges and accepts that the Website and App includes a reviewing platform, upon which Customers may post publicly viewable reviews about their experiences with LearnrDriver and with the Partner (particularly in relation to the Partner Services) ("User Generated Content") and that a selection of reviews from preceding months will also be made available on the Partner Site (if applicable). The Partner should note that this platform may not be opted out from and may from time to time contain negative reviews and/or feedback from Customers, which is outside LearnrDriver's control. There is an option for the Partner, if they are the subject of any User Generated Content, to reply to reviews about them. However, any content the Partner posts in response to User

Generated Content must be polite and professional and non-threatening or confrontational, and it may be subject to review by LearnrDriver (and may be removed or amended in LearnrDriver's sole discretion if LearnrDriver deems it reasonably necessary to do so). For the avoidance of doubt, the Partner shall have no right to any remedy (including without limitation, any right to terminate this Agreement) as a result of any User Generated Content naming or referring to the Partner. However, if the Partner, acting reasonably, feels that any User Generated Content is defamatory of the Partner or any person or in some other way is a violation of any person's legal rights, the Partner may flag and report that User Generated Content to LearnrDriver. In such case, LearnrDriver shall review the same and in its sole discretion take any action it deems necessary or desirable (including, for example, removing or amending the relevant piece of User Generated Content). The Partner must only ever respond to a review via

the review platform and must never contact or attempt to contact a customer in response to a review other than on the review platform, even where the Partner knows the identity of the customer who left the review or can determine the customer's identity by some other means. Any breach of this clause 8.5 will be a Material Breach of this Agreement.

## 9. CUSTOMER DATA

1. For the purposes of this clause, "data controller", "data processor", "data subject", "personal data", "process", "processing" and "appropriate technical and organisational measures" shall be interpreted in accordance with applicable Data Protection Legislation.
2. LearnrDriver and the Partner each acknowledge that, for the purposes of the Data Protection Legislation:
  1. in respect of Partner Customers' personal data, the Partner is the data controller and LearnrDriver is the data processor;
  2. in respect of LearnrDriver Customers' and Prepaid Widget Customers' personal data, the Partner and LearnrDriver each act as independent data controllers; and
  3. in respect of PAV Widget Customers' personal data, the Partner is data controller and LearnrDriver is data processor, with the exception of personal data of PAV Widget Customers (i.e. name and email address) collected by LearnrDriver and the Partner at checkout via an opt-in for each of their own individual email marketing purposes where they each act as independent controllers.
3. Where LearnrDriver and the Partner are independent controllers, each acknowledge and agree that:
  1. save as is required by this clause 9, each party is responsible for its own compliance with Data Protection Legislation, including the GDPR;
  2. the Partner must promptly (and in any event within 24 hours of the Partner or its employees or contractors becoming aware of the matter) notify LearnrDriver of any accidental or intentional damage, alteration, destruction, unauthorised disclosure, loss, misuse or theft of or to the personal data of any LearnrDriver Customer or Widget Customer which the Partner has access to ("**Security Incident**"). Partner shall provide full cooperation and prompt assistance to LearnrDriver in respect of its efforts to (i) investigate, remediate, and mitigate the effects of the Security Incident, and (ii) comply with notification obligations to individuals, clients or regulatory authorities;
  3. Partner must not do, or omit to do, and must ensure that its personnel and other representatives do not do or omit to do, anything that would cause (or may be reasonably expected to cause) LearnrDriver or its Affiliates to be in breach of any provision of any Data Protection Legislation and take all reasonable steps to ensure the reliability of its employees, or contractors and agents who may have access to the personal data and ensure that such staff and agents are informed of the

confidential nature of the personal data and have undertaken training in the laws relating to handling personal data;

4. Partner agrees to implement and maintain appropriate technical and organisational measures in respect of its processing of the personal data sufficient to comply with the Data Protection Legislation and to protect the personal data against unauthorised or unlawful processing and against accidental loss, destruction, damages, theft, alteration or disclosure;
  5. Partner agrees to only process personal data of LearnrDriver Customers and Widget Customers for the purpose of providing the Partner Services to such Customers and, in the case of LearnrDriver Customers and Widget Customers who have expressly agreed by way of opt-in consent to receiving email marketing via the eCRM Service, for the purposes of email marketing and in all cases only whilst receiving the LearnrDriver Services; and
6. should Partner, its affiliates or its suppliers need to transfer the personal data of LearnrDriver Customers and/or Widget Customers to locations outside the European Economic Area, Partner takes full responsibility (and accepts full liability) for ensuring that such personal data is processed fully in compliance with Data Protection Legislation.

4. Where the Partner is data controller and LearnrDriver is data processor, in respect of Partner Customers' personal data and PAV Widget Customers' personal data (except in respect of email marketing of PAV Widget Customers where the Partner and LearnrDriver are independent data controllers), such personal data shall be processed by LearnrDriver in accordance with the obligations of Article 28 of the GDPR, subject to the provisions of clause 9.9 below and subject to LearnrDriver being able to charge the Partner for providing any assistance not expressly specified as a service requirement of LearnrDriver under this Agreement.
5. LearnrDriver reserves the right to process Customer personal data as set out in its Privacy and Cookie Policy currently here [www.learnrdriver.com/info/privacy-policy](http://www.learnrdriver.com/info/privacy-policy) (as may be updated from time to time) and the Partner hereby irrevocably and unconditionally agrees and consents to the processing of such personal data by LearnrDriver and further warrants that each Partner Customer has been informed how LearnrDriver will process their personal data. Without limiting Partner's obligations elsewhere in this Agreement, the Partner undertakes promptly to include any information reasonably requested by LearnrDriver in its website privacy policy or other Partner Customer literature to assist each party in compliance with Data Protection Legislation.
6. The Partner acknowledges that ownership of all Intellectual Property Rights in LearnrDriver Customer, Widget Customer and Partner Customer personal data in instructr software shall vest in LearnrDriver or its Affiliates and Partner irrevocably and unconditionally assigns with full title guarantee all such rights to LearnrDriver. LearnrDriver grants the Partner a non-exclusive license to use such personal data to operate its business subject to Partner's ongoing compliance with the provisions of this Agreement.
7. Where the Partner is receiving the eCRM Service, the Partner may send marketing or promotional communications to LearnrDriver Customers and Widget Customers whose details are stored in instructr software and who

have given their consent via an 'opt-in' box on signing up to receive the LearnrDriver Services or when booking Partner Services via the Widget, to

receive marketing or promotional communications from any Partner from whom they book Partner Services and/or specifically from the Partner with which they are booking.

8. The Partner undertakes and warrants that it will only process the personal data of Partner Customers in compliance with Data Protection Legislation and in particular that it, its employees, its contractors, its partners and its suppliers will only send marketing or promotional communications to Partner Customers who have given their consent to receive the same. The Partner's use of the personal data of Partner Customers is undertaken at the Partner's sole risk with Partner being responsible and liable for ensuring it, its employees', its contractors', its partners' and its suppliers' use fully complies with all applicable Data Protection Legislation.
9. In the event that a Customer notifies the Partner or one of its employees or contractors that it does not wish to receive further marketing materials from LearnrDriver and/or its Affiliates, the Partner shall promptly (and in any event no later than 48 (forty eight) hours from being so informed) notify LearnrDriver with full details of the same in writing so that LearnrDriver can honour such request.

10. In the event that a data subject makes a request to either party to exercise one or more of the rights afforded to data subjects under Data Protection Legislation then to the extent that either party reasonably requires input or assistance from the other party in order to give effect to any of the rights afforded, that other party shall provide all such input or assistance within a reasonable timeframe with each party meeting their own costs in doing so;

11. In the event that either party receives a request from a data protection authority for information relating to this Agreement or the relationship between the parties, that party shall promptly notify the other unless prohibited by law.

12. Any breach of this clause 9 by the Partner, or its employees, contractors or agents, will be a Material Breach of this Agreement.

13. The Partner will indemnify and hold LearnrDriver and its Affiliates harmless against all losses, claims, costs, damages or proceedings suffered or incurred by LearnrDriver and/or its Affiliates arising out of or in instructr software with the Partner's breach of this clause 9.

14. This clause in its entirety shall survive the termination or expiry of this Agreement.

#### **10. PARTNER WARRANTIES, LICENSE TO LearnrDriver AND INDEMNITY**

1. The Partner shall provide LearnrDriver with any Partner Content it reasonably requires to be provided with in order to supply the LearnrDriver Services.

2. The Partner hereby grants LearnrDriver a non-exclusive, royalty free, irrevocable and worldwide right and license (or sublicense as applicable) to use, reproduce, distribute, sublicense, communicate and make available the Partner Content on the Website, the App and any and all other Distribution Channels, and for any other purposes which are necessary for LearnrDriver or required by LearnrDriver to exercise its rights and perform its obligations under this Agreement.
3. LearnrDriver may sublicense, make available, disclose and/or offer the Partner Content to Affiliates and third parties (**Third-Party Platforms**), including but not limited to Google via its services such as Reserve With Google and Google My Business. In no event shall LearnrDriver be liable to the Partner for any acts or omissions on the part of any third-party Platforms. The sole remedy available to the Partner in respect of such third-party Platforms is to (a) request LearnrDriver (which has the right and not the obligation) to disable and instruct software with such third-party Platform in respect of the Partner; or (b) terminate this Agreement, in accordance with clause 12. Partner gives LearnrDriver full authority to set-up and manage the Partner Content on Partner's Google My Business account as its authorised representative. If Partner wishes to regain exclusive control of its Google My Business account at any time, Partner should inform LearnrDriver and LearnrDriver will take the necessary steps to disassociate from the account and relinquish permissions to manage and change such account.
4. The Partner hereby grants LearnrDriver the right to:
  1. remove, edit, cut-down or otherwise amend Partner Content
5. The Partner warrants, represents and undertakes that:
  1. all Partner Content it supplies to LearnrDriver in instructr software

published on any Pages, including without limitation where such Partner Content does not, in LearnrDriver's reasonable opinion, comply with the warranties at clause 10.5 or is otherwise in breach of the terms of this Agreement; and

2. make use of search engine optimisation services, pay-per-click advertising, and other mechanisms that embody, incorporate or quote (in whole or part) the trading name of the Partner or any brands used in instructr software with the Partner Services.

with this Agreement and/or publishes (or provides to LearnrDriver

for publication) on the Website (and the Distribution Channels, if applicable) will be accurate in all material respects and shall not infringe any other person's rights (including Intellectual Property Rights) or be defamatory, unlawful, offensive, threatening, or pornographic or otherwise falling below general standards of taste and decency; and

2. it shall comply with all applicable laws and advertising regulations in the marketing, sale and provision of the Partner Services and shall obtain all licences, consents, authorities, qualifications and insurance it is either necessary or reasonably prudent for the Partner to obtain in respect of all its business activities and personnel (but especially in instructr software with the provision of



Partner Services). This includes ensuring that any prices listed as discount are genuine discounts, having been higher previously and only on discount for a short period as advertised.

6. Any breach of the warranties in clause 10.5 will be a Material Breach of this Agreement.
7. The Partner hereby agrees to indemnify, keep indemnified and hold harmless LearnrDriver and its officers, directors and employees, from and against any and all claims, demands, obligations, actual or alleged causes of action and lawsuits and all damages, liabilities, fines, judgments, costs (including settlement costs), expenses associated therewith (including the payment of reasonable legal charges and disbursements) 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 arising out of or in instructr software with any breach by the Partner of any term of this Agreement or arising out of any action brought by any third-party relating to the Partner Services provided (or not provided), or actions (or failures to act), of the Partner or any person (other than LearnrDriver) acting on its behalf, including, without limitation any action brought in instructr software with any Data Protection Legislation, Partner Content or a Customer visit to the Partner's venue.
8. The Partner acknowledges that LearnrDriver enters into this Agreement for its own benefit but also as an agent for the benefit and on behalf of each of its officers, directors and employees (each an "**Indemnified Third-Party**" and, collectively, the "**Indemnified Third-Parties**") and that the rights in respect of indemnification set out in clause 10.7 shall be

rights and benefits of each such Indemnified third-party (as if, in each case, a party to this Agreement in its own right). Such rights shall be enforceable under this Agreement by LearnrDriver as agent for each such Indemnified third-party. Notwithstanding the foregoing, the Partner and LearnrDriver may agree in writing to amend any provision of this Agreement without the consent of any of the Indemnified Third Parties, even if that amendment affects or will affect the rights conferred on any Indemnified third-party hereunder.

9. This clause shall survive the termination or expiry of this Agreement.

## **11. PAYMENT TERMS**

1. Payment processing services for Partners are provided by Stripe and are subject to the Stripe Services Agreement. By agreeing to these Partner Terms of Business and continuing to use the LearnrDriver Services, Partner agrees to be bound by the Stripe Services Agreement, as may be modified by Stripe from time to time. Under no circumstances can the Stripe Services be used in violation of the Stripe Services Agreement and any failure to do so by a Partner will be a Material Breach of this Agreement. Subject to agreeing to the Stripe Services Agreement and to receiving approval from Stripe to become a Stripe instructr softwareed Account, the following additional terms must be adhered to by the Partner in order for LearnrDriver to enable the Stripe Services. A Partner cannot be a Stripe instructr softwareed Account without complying with these terms:

1. the Partner agrees to provide LearnrDriver with accurate and complete KYC information about its business and the ownership of its business and to update that information whenever necessary to ensure it is accurate at all times;
  2. the Partner hereby authorises LearnrDriver to act on its behalf in setting up, creating and managing its Stripe instructr softwareed Account and any other activity required for the operation of the Stripe instructr softwareed Account and to receive notices from Stripe on its behalf, including but not limited to tax invoices;
  3. the Partner hereby authorises LearnrDriver to access its Stripe instructr softwareed Account Data and to share the Stripe instructr softwareed Account Data with Stripe. Stripe and LearnrDriver are independently responsible for ensuring that Stripe instructr softwareed Account Data within their possession or control is protected from unauthorised disclosure; and
4. the Partner understands and acknowledges that if LearnrDriver suspects the Partner of any fraudulent, unlawful, deceptive or abusive activity, it is contractually required to inform Stripe promptly of this on becoming aware.
2. LearnrDriver will issue an invoice statement to the Partner twice a month (the "**Invoice Statement**") which will set out, in the account summary at the top of the Invoice Statement (the "**Account Summary**"):
    1. the balance carried over from the previous Invoice Statement, if any;
    2. what LearnrDriver owes the Partner in respect of Fulfilled Bookings in the period since the last Invoice Statement;
    3. what the Partner owes LearnrDriver in respect of Charges since the last Invoice Statement (e.g. Sign-Up Fee, Commission etc.) such amounts to be deducted from any amount owed at 11.2(b) above; and
    4. the resulting account balance (the "**Closing Balance**") payable either by LearnrDriver to the Partner or the Partner to LearnrDriver.
  3. The Invoice Statement will also itemise all categories of Bookings and Charges including:
    1. Fulfilled Bookings where the Customer prepays the total amount payable;
    2. Fulfilled Bookings made using the "Pay at Venue" option;
    3. Prepaid Widget Bookings;
    4. Charges payable to LearnrDriver by the Partner which are not directly tied to a collection by LearnrDriver of payment for a specific Booking from a Customer (that is, where the Sign-Up Fee is due or where such other Charges or amounts are from time to time payable by the Partner to LearnrDriver); and
  5. Cancellations.
4. If the Closing Balance is negative, LearnrDriver will transfer the Closing Balance to the Partner within 3 to 5 Business Days of the date of the Invoice Statement (provided the Partner has provided their bank details to

LearnrDriver) and no further action in respect of that Invoice Statement will be required by the Partner.

5. If the Closing Balance is positive, the Partner authorises LearnrDriver to send instructions on its behalf to the financial institution associated with its payment details (as entered in instructr software), in order to take any payment due to LearnrDriver from the Partner pursuant to the Invoice

Statement from the Partner's account. In the event a LearnrDriver initiated payment fails, the Partner will be required to transfer the Closing Balance to LearnrDriver within 14 days of the date of the Invoice Statement to the account details listed in the Invoice Statement by whichever means the Partner chooses out of those made available by LearnrDriver at the relevant time and which may include any and all of bank transfer, credit card, direct debit mandate and/or recurring payment set-up. If the Partner has any concerns regarding the Invoice Statement or its ability to transfer the Closing Balance within the required timeframe, the Partner should contact LearnrDriver as soon as possible.

6. If the Closing Balance is zero, the Invoice Statement will state that the Closing Balance is settled and there is nothing further for LearnrDriver or the Partner to do in respect of that Invoice Statement.
7. In respect of Prepaid Widget Bookings, pre-paid LearnrDriver Bookings, the following terms and conditions shall apply:
  1. LearnrDriver receives pre-payments from Customers as the Partner's commercial agent and the Customer's debt to the Partner in respect of that shall be discharged when the pre-payment is received by LearnrDriver;
  2. unless otherwise agreed in writing between LearnrDriver and the Partner, any onward payment of amounts collected by LearnrDriver and due to the Partner will be strictly subject to the Partner having provided the Partner Services pursuant to a Booking in accordance with this Agreement;
  3. subject to clause 11.7(b) above being satisfied by the Partner, onward payment of any Closing Balance will be payable by LearnrDriver or the Partner, as applicable, in accordance with clause 11.4 or 11.5 above.
  4. For the avoidance of doubt, payment in respect of eVoucher Bookings will only be made by LearnrDriver if the Partner correctly inserts the unique voucher code in respect of that eVoucher into instructr software.
8. The Partner shall make all payments due to LearnrDriver in accordance with clause 11.5 without any deduction whether by way of set-off, withholding, counterclaim, discount or otherwise. If any sum due from the Partner to LearnrDriver under these terms is not paid on or before the due date for payment, all sums owing by the Partner to LearnrDriver shall become due and payable immediately and without prejudice to any other

right or remedy available to LearnrDriver, LearnrDriver shall be entitled to:

1. suspend or terminate its provision of the LearnrDriver Services and this Agreement, including disabling the Partner's listing on the Website and

App, until arrangements as to payment or credit have been established which are satisfactory to LearnrDriver;

2. charge the Partner the cost of obtaining judgment or payment, to include all reasonable professional costs (including legal fees) and other costs of issuing proceedings or otherwise pursuing a debt recovery procedure; and
3. where the Partner has multiple venues with LearnrDriver, offset the sums due from Partner to LearnrDriver against payments due by LearnrDriver to the Partner in relation to those other venues.

9. The Partner shall be responsible for any refunds, chargebacks, banking charges or other administrative expenses ("**Bank Charges**") incurred by LearnrDriver as a result of Partner's failure to notify LearnrDriver in advance of changes in payment details and/or arrangements, including but not limited to:

1. bank account details;
2. cancellation of a direct debit mandate;
3. insufficient funds;
4. card expiry

10. LearnrDriver reserves the right to deduct any sums payable to LearnrDriver by the Partner and any such Bank Charges, from any balance collected by LearnrDriver on behalf of the Partner, prior to onward payment of any Closing Balance to the Partner.

11. All payments due from LearnrDriver to the Partner shall be made via bank transfer using the bank details provided by the Partner to LearnrDriver in instructr software (and as set out in the Invoice Statement) and it is the Partner's responsibility to ensure that these details are correct. LearnrDriver will only make payments due to the Partner directly to the Partner and cannot make payments to any third-party. The Partner shall fully indemnify LearnrDriver and hold LearnrDriver harmless against any losses, damages or claims arising out of the Partner's failure to notify LearnrDriver of a change of bank account details including but not limited to any Bank Charges incurred by LearnrDriver as a result.

12. LearnrDriver reserves the right to charge interest on all amounts payable to LearnrDriver from the Partner which are not paid by the relevant due date at the annual rate of 4% above the official base rate from time to

time of the Bank of England. Such interest will accrue on a daily basis from the date on which payment became overdue up to the date on which LearnrDriver receives the full outstanding amount together with all accrued interest.

13. In the event of a dispute between LearnrDriver and the Partner, any undisputed amount of Commission will be paid in accordance with this clause 11 to LearnrDriver. The Partner must notify LearnrDriver of its disagreement within 14 days of receipt of the Invoice Statement setting out in detail the reason. If the Partner fails to do so, the Invoice Statement shall be deemed accepted by the Partner.

14. The Partner is responsible for withholding and reporting taxes applicable to the Commission in accordance with all applicable laws and the requests of the

relevant tax authorities, including for any interest and penalties imposed for late payment or failure to withhold. If required, the Partner shall be solely responsible for agreeing with the relevant tax authorities on the tax treatment of the Commission. The Partner shall on the request of LearnrDriver provide copies of tax payment certificates and/or tax exemption certificates. The Partner represents and warrants that it is duly registered with all relevant tax authorities, where applicable.

15. The Partner understands and acknowledges that LearnrDriver is a commercial booking agent and does not provide the Partner Services to the Customer. The contract for the Partner Services is between the Partner and the LearnrDriver Customer and as a result, it is the Partner's responsibility, if the Partner is VAT registered, to charge VAT on the total value of the Booking and to provide a VAT receipt to the Customer, if requested. LearnrDriver only charges VAT to the Partner on the Commission, in consideration for the provision of the LearnrDriver Services.

16. In the event of fraudulent or alleged fraudulent activities by the Partner or if LearnrDriver is required by law, court order, governmental instruction, arbitrational decision or by its cancellation policy to make a refund, of all or part of a Booking, LearnrDriver reserves the right to claim repayment from the Partner of any amount required to be repaid by LearnrDriver to the Customer and for any Bank Charges relating thereto.

17. Any breach of this clause 11 by the Partner will be a Material Breach of this Agreement.

## **12. TERM OF AGREEMENT**

1. This Agreement commences on the Effective Date and will continue in effect unless terminated in writing on not less than 30 days' written notice by either party.
2. Either party shall be entitled to terminate this Agreement with immediate effect by written notice to the other if:
  1. the other party commits a Material Breach of any of the provisions of this Agreement (including but not limited to a breach of clauses 6.1, 6.2, 6.5, 6.6, 6.10, 6.15, 6.16, 6.17, 6.18, 8.5, 9, 10.5 and 11) and either that breach is not capable of being remedied or, in the case of a breach capable of remedy, that party fails to remedy the same within 7 days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied; or
  2. the other party is in persistent non-material breach (whether remediable or not) of any of the provisions of this Agreement;
  3. an encumbrancer takes possession or a receiver is appointed over any of the property or assets of that other party;
  4. that other party makes any voluntary arrangement with its creditors or becomes subject to an administration order;
  5. that other party goes into liquidation (except for the purposes of amalgamation or reconstruction and in such manner that the company resulting there from effectively agrees to be bound by or

- assume the obligations imposed on that other party under this Agreement);
6. anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to that other party; or
  7. the other party ceases, or threatens to cease, to carry on business.
3. Termination of this Agreement, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination.

### 13. **CONFIDENTIALITY**

1. Each party acknowledges that, whether by virtue of and in the course of this Agreement or otherwise, it may receive or otherwise become aware of information relating to the other party, their marketing plans, their clients, customers, businesses, business plans, finances, technology or affairs, which is proprietary and confidential to the other party ("**Confidential Information**").
2. Each party undertakes to maintain and procure the maintenance of the confidentiality of Confidential Information at all times and to keep and procure the keeping of all Confidential Information secure and protected against theft, damage, loss or unauthorised access, and not at any time,

whether during the term of this Agreement or at any time thereafter, without the prior written consent of the owner of the Confidential Information, directly or indirectly, use, disclose, exploit, copy or modify any Confidential Information, or authorise or permit any third-party to do the same, other than for the sole purpose of the performance of its rights and obligations hereunder.

3. The terms of and obligations imposed by this clause 13 shall not apply to any Confidential Information which:
  1. at the time of receipt by the recipient is in the public domain;
  2. subsequently comes into the public domain through no fault of the recipient, its officers, employees or agents;
  3. is lawfully received by the recipient from a third-party on an unrestricted basis; or
  4. is already known to the recipient before receipt hereunder.
4. The recipient may disclose Confidential Information in confidence to a professional adviser of the recipient or if it is required to do so by law, regulation or order of a competent authority.
5. This clause shall survive the termination or expiry of this Agreement.

### 14. **LIABILITY**

1. Subject to clause 14.2, LearnrDriver's maximum aggregate liability under or in instructr software with this Agreement, or any related contract, whether in contract, tort (including negligence) or otherwise, shall in no circumstances exceed the Charges due and payable to LearnrDriver

hereunder on the date of the event giving rise to the relevant claim. Further, LearnrDriver shall not be liable for any loss of income or profits, loss of contracts, goodwill, or other intangible losses or for any indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise (even if LearnrDriver has been advised by the Partner of the possibility of such loss or damage).

2. Nothing in this Agreement shall exclude or in any way limit LearnrDriver's liability for fraud or for death or personal injury caused by its negligence or for its wilful default or any other liability to the extent the same may not be excluded or limited as a matter of law.
3. This clause 14 in its entirety shall survive the termination or expiry of this Agreement.

## 15. MISCELLANEOUS

1. All rights to the Website, App, Partner Sites and the content on it,

including, without limitation, Customer reviews, save for Partner Content,

and all other Intellectual Property Rights belonging to or licensed to LearnrDriver, remain vested in LearnrDriver at all times. Nothing in this Agreement shall give the Partner any rights in respect of any such Intellectual Property Rights or of the goodwill associated therewith. In order to streamline the Website and the content on it (including the Partner Content), LearnrDriver may, at its absolute discretion and from time to time, amend the format, content and style of venue page descriptions, photos and menus.

2. In the event of a change of control or senior management of the Partner, the Partner must bring the existence and terms of this Agreement to the new owner or manager's attention and inform LearnrDriver of the relevant new personnel's contact details.
3. Any notice, invoice or other communication which either party is required to serve on the other party shall be sufficiently served if sent to the other party at the address specified in this Agreement (or such other address as is notified to the other party in writing or by email). Notices sent by registered post or recorded delivery shall be deemed to be served three Business Days following the day of posting. In all other cases, notices are deemed to be served on the day when they are actually received.
4. We have the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities, so please review our terms regularly.
5. The Partner warrants, represents and undertakes to LearnrDriver that, (i) neither itself nor its agents, directors, employees, officers and subcontractors have been convicted of any offence involving any applicable laws, regulations, rules and codes making provision about slavery, servitude and forced or compulsory labour and about human trafficking including but not limited to the Modern Slavery Act 2015 ( "**Anti-Slavery Laws**"); (ii) having made reasonable enquiries, so far as it is aware, neither itself nor its agents, directors, employees, officers and subcontractors have been or are the subject of any investigation, inquiry

or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in instructr software with the Anti-Slavery Laws; and (iii) it will have, maintain and enforce throughout the term of this Agreement its own policies and procedures to ensure compliance with its obligations under this clause 15.5 and the Anti-Slavery Laws.

6. The relationship of the parties is that of independent contractors dealing at arm's length. Except as otherwise stated in this Agreement, nothing in this Agreement shall constitute the parties as partners, joint venturers or co-owners.
7. Neither party may assign, transfer, charge, sub-contract or otherwise deal with any part or all of this Agreement without the prior written consent of the other party (not to be unreasonably withheld, conditioned or delayed).
8. Subject only to the provisions of clause 10.7 and 10.8, a person who is not a party to this Agreement has no right to enforce any term of this Agreement.
9. The failure of either party to enforce or to exercise at any time or for any period of time any term of or any right pursuant to this Agreement does not constitute, and shall not be construed as, a waiver of such term or right and shall in no way affect that party's right later to enforce or to exercise it.

10.If any term of this Agreement is found to be illegal, invalid or unenforceable under any applicable law, such term shall, insofar as it is severable from the remaining terms, be deemed omitted from this Agreement and shall in no way affect the legality, validity or enforceability of the remaining terms.

11.This Agreement contains all the terms agreed between the parties regarding its subject matter and supersedes any prior agreement, understanding or arrangement between the parties, whether oral or in writing.

12.This Agreement shall be governed and interpreted in accordance with the laws of England and Wales. The parties submit to the exclusive jurisdiction of the English courts to settle any dispute arising out of or in instructr software with this Agreement.