

TERMS AND CONDITIONS

ECHO MEMBERSHIP

INTRODUCTION

These terms and conditions explain the details of how Echo works, and your rights and responsibilities as a member of Echo. These terms and conditions cover all aspects of your Echo membership, including your use of the Echo web platform and any exchanges you may carry out with other Echo members.

We require all our members to agree to our terms and conditions of use when signing up to Echo – they are here to ensure all our members feel safe and have a positive experience of using Echo. They also cover some important legal bits like insurance.

The first section covers our Terms of Use and the second section covers our Conditions for Exchanges – the rules we ask all members to follow when trading on Echo in order to ensure a safe and happy experience for our whole community.

We welcome questions and comments on these terms of use and conditions – they should be directed to hello@economyofhours.com.

SECTION ONE: TERMS OF USE

1. BACKGROUND

1.1 We are Civic Ltd (we/us). We are registered as a not for profit company (company number 10861766).

1.2 We operate Echo, an exchange platform (the Exchange Platform) which is a network for persons or organisations (Members), wishing to exchange goods and/or services (an Exchange) in return for credits expressed in hours of time (Credits). Credits can then be used for further exchanges with the same or other Members, thereby creating a community of Members exchanging goods and services without payment.

1.3 The Exchange Platform may be set up as a network of local Exchange Platforms connected to each other. In this case, each local Exchange Platform is managed by a branch manager (Branch Manager).



1.4 This document and the documents referred to in it (together the Terms of Use) explain the terms and conditions on which you may join as a Member and make use of the Exchange Platform project. Part of the Terms of Use are the Conditions of Exchanges.

1.5 By joining the Exchange Platform as a Member and taking part in the Exchange Platform, you indicate that you accept the Terms of Use and that you agree to abide by them. If you do not agree to the Terms of Use, you should refrain joining as a Member and taking part in the Exchange Platform.

1.6 Echo is designed for use by members aged 18 or over. By signing up to use Echo, you are confirming that you are aged 18 or over.

2. SERVICES PROVIDED AND LIMITATION OF LIABILITY

2.1 The only services we provide (the Services) are:

- (a) the administration of the Exchange Platform;
- (b) the liaison with and management of Branch Managers; and
- (c) facilitating the liaison between Members.

2.2 We are not a party to any agreement between Members to do an Exchange. This means we will not bear any responsibility or liability in relation to any Exchange or in relation to any loss arising (whether directly or indirectly) from or as a result of an Exchange or interactions between Members more generally. Our liability for any loss you may suffer is strictly limited to circumstances where we breach the Terms of Use and is strictly limited in such circumstances to the value of any Credits charged and paid by you in relation to the Exchange in question.

2.3 Notwithstanding the above, nothing in the Terms of Use shall limit in any way our liability for death or personal injury caused by our negligence nor our liability for fraudulent misrepresentation made by us nor any other liability which cannot be excluded or limited under applicable law.

3. CHARGES

3.1 Membership is free of charge.

4. USING THE EXCHANGE PLATFORM

4.1 Access to the Exchange Platform is permitted on a temporary basis, and we reserve the right to withdraw or amend the Services or any of them without notice or to suspend or close the Exchange Platform. We will not be liable if for any reason the Exchange Platform is unavailable at any time or for any period.

4.2 Any use of the Exchange Platform must comply with the Rules for Exchanges attached.

4.3 If you promote services on the Exchange Platform that would require you to have any form of accreditation, licence, qualification, insurance or meet any other requirement set by law, you will provide us, or the relevant Branch Manager on demand, copies or evidence of the same so we can ascertain that you hold this.

4.4 The legal relations between the Members involved in an Exchange of goods and/or services are governed by the terms and conditions that you may agree between yourselves as supplemented and amended by Statute and/or other law. It is exclusively your responsibility:

(a) to ensure that all goods and services supplied or received by you comply with all such applicable rules and regulations;

(b) to check the terms and conditions that apply to your Exchange and to ensure that you understand and accept them and that they accords with all applicable laws.

4.5 You agree:

(a) Not to reproduce, duplicate, copy or re-sell any part of the information on our Exchange Platform.

(b) Not to access without authority, interfere with, damage or disrupt:

(i) any part of the Exchange Platform;

(ii) any equipment or network on which the Exchange Platform is stored;

(iii) any software used in the provision of the Exchange Platform; or

(iv) any equipment or network or software owned or used by any third party.

5. INTELLECTUAL PROPERTY RIGHTS

5.1 With the exception of information and materials posted by you, your Representatives and by other third parties, we are and will remain the owner of all



intellectual property rights in the Exchange Platform, in the material published on it, and in the name "[Echo]". Those works are protected by copyright laws and treaties around the World. All such rights are reserved.

5.2 Where you provide information and materials to us, you irrevocably grant us a perpetual royalty free non-exclusive worldwide right to exercise the copyright, trademarks, database rights and all other intellectual property rights subsisting in the same to the fullest extent required to enable us to host and display the materials on the Exchange Platform and process any data.

5.3 Without prejudice to any other rights we may have, we reserve the right to remove any information and materials from an offer on our Exchange Platform where we know or suspect that hosting or displaying them would or could breach any intellectual property right of any third party.

6. PRIVACY AND COMMUNICATION

6.1 The protection of your Personal Data is of utmost importance to us. Please refer to our Privacy Policy for details of how we use, process and protect your Personal Data and how we communicate with you.

6.2 We are registered with the Information Commissioner's Office with number A8616446.

6.3 You warrant to us that you will (and you will procure that your Representatives will) only process Personal Data in compliance with the General Data Protection Regulation (2018) and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner.

7. NO PARTNERSHIP OR AGENCY

7.1 Nothing in the Terms of Use is intended to, or shall operate to, create a partnership, agency, joint venture, employment, franchisement or other similar relationship between you and us.

8. WAIVER

8.1 If we fail at any time to insist upon strict performance of any of your obligations under the Terms of Use, or if we fail to exercise any of the rights or remedies to which we are entitled under the Terms of Use, this shall not constitute a waiver of

such rights or remedies and shall not relieve you from compliance with such obligations.

8.2 No waiver by us of any of the Terms of Use shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with our Privacy Policy.

8.3 A waiver by us of any default shall not constitute a waiver of any subsequent default.

9. SEVERABILITY

9.1 If any of the Terms of Use are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

10. ENTIRE AGREEMENT

10.1 The Terms of Use and any document expressly referred to in any of them represent the entire agreement between us in relation to the Service and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing, relating to its subject matter.

10.2 You acknowledge that you have not relied on any representation, undertaking or promise given by us or be implied from anything said or written by us except as expressly stated in the Terms of Use.

11. BREACHES, SUSPENSION & TERMINATION

11.1 We will determine, in our discretion, whether there has been a breach of these Terms of Use (including the Conditions of Exchange). Failure to comply with these Terms of Use or the Conditions of Exchange may result in our taking all or any of the following actions:

(a) Immediate, temporary or permanent withdrawal of your Membership and/or right to use the Exchange Platform;

(b) Immediate, temporary or permanent removal of any posting or material uploaded by you to the Exchange Platform;

- (c) Debiting your account of Credits;
- (d) Issue of a warning to you;
- (e) Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
- (f) Further legal action against you;
- (g) Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

11.2 We exclude liability for actions taken in response to breaches of these Terms of Use or the Conditions of Use. The responses described in these Terms are not limited, and we may take any other action we may in our absolute discretion consider necessary or desirable.

11.3 We may at any time terminate your Membership of the Exchange Platform by providing you with at least 30 days' written notice.

12. DISPUTE RESOLUTION

12.1 You and the Member with whom you made an Exchange will be requested to provide feedback to us in respect of your transaction. The Credits will be released to the Lender unless you provide feedback expressing dissatisfaction in which case the Credits will be apportioned in accordance with our dispute resolution procedure.

12.2 Each Member involved in an Exchange may request that a dispute between them is resolved by us. The dispute resolution procedure shall be undertaken by the Branch Manager of the local Exchange Platform of which the Member that will pay the Credits is a Member, or in the absence of such a local Exchange Platform or Branch Manager, by us.

12.3 Each Member involved in the dispute must co-operate with the dispute resolution procedure and must provide all information and attend any meeting requested by the leader of the procedure to resolve the dispute. You shall use your best endeavours to resolve your dispute.

12.4 If the dispute is settled, this shall be set out in writing and Credits will be apportioned and distributed accordingly. If no settlement can be reached within a reasonable time set by the leader of the procedure, the leader of the procedure shall determine the matter.

12.5 You irrevocably and unconditionally authorise us to apportion and distribute all Credits in accordance with the determination by the leader of the procedure notwithstanding the legal position between you and the Lender. This does not affect the contractual or statutory rights and obligations between you and the Lender.

13. OUR RIGHT TO VARY THESE TERMS OF USE AND CONDITIONS OF EXCHANGE

13.1 We have the right to revise and amend the Terms of Use and the Conditions for Exchanges from time to time. We will notify you in the event of any such revision or amendment which will become effective within 7 days from the date of notification. If you continue to be a Member after these Terms of Use and Conditions for Exchanges are amended you are deemed to have accepted them. If you do not agree to the changes that we make you should terminate your Membership.

14. ASSIGNMENT

14.1 You may not assign, transfer, subcontract, declare a trust or deal in any manner with your Membership or any right or obligations under these Terms of Use without our prior written consent. Your Membership and any Credits earned are non-transferable.

14.2 We may assign, transfer, mortgage, subcontract, declare a trust or deal in any manner with your Membership or any right or obligations under these Terms of Use at any time and without consent.

15. INDEMNITY

15.1 You shall indemnify us against all liabilities, costs, expenses, damages 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 us arising out of or in connection with:

- (a) Your breach or negligent performance or non-performance of these Terms of Use;
- (b) Any claim made against us for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with an offer or an Exchange;

(c) Any claim made against us by a third party arising out of or in connection with an Exchange, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Exchange by you or your Representatives or subcontractors, or is for defective Goods.

16. TAX AND BENEFITS

16.1 Our understanding is that the provision of goods and services at no charge using the Exchange Platform is not taxable and would not usually have any consequences for any entitlement to benefits that you may have. However, this may depend on your personal circumstances and is for you to ascertain. If you are in doubt, you should see advice before joining Echo or agreeing any Exchange. It is exclusively your responsibility to pay all applicable taxes relating (directly or indirectly) to your use of the Exchange Platform and the provision or receipt of any goods or services via the Exchange Platform. The provision of any goods or services as part of an Exchange is deemed to be inclusive of VAT.

17. LAW AND JURISDICTION

17.1 The Terms of Use will be governed by English law. Any dispute arising from, or related to, the Terms of Use shall be subject to the exclusive jurisdiction of the courts of England and Wales.

RULES FOR EXCHANGES

1. PROHIBITED USES

1.1 You may use the Exchange Platform only for lawful purposes. You may not use the Exchange Platform:

(a) In any way that breaches any applicable local, national or international law or regulation.

(b) To advertise any type of product or service in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.

(c) To run any kind of lottery, raffle or other competition.

(d) For the purpose of harming or attempting to harm minors in any way.

(e) To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).

(f) To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed adversely to affect the operation of any computer software or hardware;

(g) To further any cause, or

(h) To invite Members to join other communities outside the Exchange Platform.

2. OFFERS

2.1 Your offer on the Exchange Platform must be complete, accurate and not misleading in any respect. If you state an opinion, it must be genuinely held by you.

2.2 Offers must not:

(a) Contain any material which is defamatory of any person.

(b) Contain any material which is obscene, offensive, hateful or inflammatory.

(c) Promote sexually explicit material.

(d) Promote violence.

(e) Promote any form of discrimination

(f) Infringe any copyright, database right or trade mark of any other person.

(g) Be likely to deceive any person.

(h) Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.

(i) Promote any illegal activity.

(j) Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.

(k) Be likely to harass, upset, embarrass, alarm or annoy any other person.

(l) Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.

(m) Give the impression that they emanate from us, if this is not the case.

(n) Advocate, promote or assist any unlawful act.

(o) Offer something that you cannot deliver or cannot deliver properly.

2.3 You may not list any item which is illegal or the hire of which is illegal or restricted in the United Kingdom and any other item which we in our absolute discretion consider to be immoral or inappropriate including in particular but not limited to the following:

(a) currency, loans, insurance policies and any other (regulated or unregulated) financial instruments or products;

(b) real estate (except for licences and holiday lettings);

(c) animals and wildlife products;

(d) counterfeit or stolen items;

(e) drugs and drugs paraphernalia;

(f) firearms, weapons or ammunition;

(g) offensive or explicit goods;

(h) consumable or perishable items; and

(i) hazardous items.

2.4 You may not list any service which is illegal or restricted in the United Kingdom and any other service which we in our absolute discretion deem to be immoral or inappropriate.

2.5 All goods that you offer on the Exchange Platform must:

(a) be owned exclusively by you and capable of delivery as agreed;

(b) be in good condition and repair and safe to transport, keep, use, consume, assemble and/or otherwise deal with;

(c) where appropriate be accompanied by such ancillary equipment as may be required for their safe transport, storage, use, consumption, assembly and/or other dealing;

(d) where appropriate be accompanied by manufacturer's instructions for use; and

(e) comply with all relevant law.

2.6 We recommend that you do not offer any item that is of sentimental value.

2.7 All services that you offer on the Exchange Platform must be capable of delivery as agreed and must comply with all relevant law.

2.8 Without prejudice to any other rights we may have, we reserve the right to remove any information and materials from the Exchange Platform where we know or suspect that any of these Terms of Use have not or are not being complied with.

2.9 Where an Offer on the Exchange Platform contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the content of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

2.10 We and our Branch Managers regularly review offers on the Exchange Platform to check for any illegal or immoral use, any breach of our Terms of Use or any abuse or interference of our Exchange Platform and reserve the right to take action (including without limitation removing any offending information or material and/or suspending or terminating ability to use our Exchange Platform and/or taking such legal action as we may in our absolute discretion consider necessary or desirable).

3. AGREEING AND PERFORMING AN EXCHANGE

3.1 When agreeing to make an Exchange, you must be clear and precise about what will be delivered. This includes the time, date and locations for providing goods or services and any standards that goods or services will comply with or any characteristics that they may have.

3.2 In most cases, the number of Credits that you agree as part of the Exchange should be the same as the number of hours that it takes to provide the service or that the goods are used. If you cannot determine this exactly, you must agree what you both consider the best and most reasonable estimate of the time cost of the goods or services.

3.3 In a limited number of Transactions, it would not be appropriate to apportion a Credit to every hour, e.g. in the case of long term provisions of goods or services. In that case you should ask for guidance from us or your Branch Manager before setting the Credits to be transferred for the Transaction. We may set guidelines or limits for the Credits to be transferred for particular Transactions or types of Transactions.

3.4 You must keep any promises made when agreeing an exchange. This includes being on time for any meetings or appointments agreed and providing goods or services at the time, date and location that you agreed. If you are delayed or cannot keep a promise you should inform the other Member as soon as possible.

3.5 You must be courteous, patient and friendly throughout an Exchange. We will not accept any rude, malicious, bad or discriminatory behaviour.

3.6 As part of an Exchange, you may obtain information about other Members that they consider to be confidential or that constitutes personal data. You may not disclose any such information to anybody else unless with the consent of that Member.

4. ADMINISTRATION

4.1 As soon as the Exchange is completed, you must ensure that the Credits agreed for the Exchange are transferred and you must co-operate with us, Branch Managers and the other Members to assist with finalising all administration in relation to the Exchange.

We welcome comments or questions relating to these terms of use and rules for exchanges – they should be directed to hello@economyofhours.com.

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