

## Vouch Master Services Agreement

This Master Services Agreement (“**MSA**”) relating to the Service the managing agent (the “**Customer**”) wishes to use is by and between that Customer and Vouch Online Limited, a company registered in England (company number 10678036), with its registered office at Lower Ground Floor, Globe Works, Penistone Road, Sheffield, S6 3AE (“Vouch”).

### 1. DEFINITIONS

The following definition apply to this MSA:

**Confidential Information** means any software utilised by Vouch for the provision of the Service, each Party’s business or technical information, including but not limited to the documentation, training materials, commercial data, terms and conditions, and/or any discounts relating to this Agreement

**Contracted Customer** means a Customer who has entered into a termed contract with Vouch through the signing of the Order Form

**Credit Customer** means a Customer who uses Vouch on a pay as you go basis, making payment for Services used on a monthly, in arrears, basis

**Dashboard** means Vouch’s software hosting system

**Data Protection Legislation** means all applicable laws and regulations in the United Kingdom relating to data protection, including without limitation; GDPR, UK-GDPR and Data Protection Act 2018

**Guarantor** means any individual who wishes to become the prospective Tenant’s guarantor for the tenancy

**Landlord** means the person who intends to grant a lease of the Property

**Monthly Customer** means a Customer who has entered into a monthly rolling contract with Vouch through the signing of the Order Form

**Order Form** means the Order Form agreed between Vouch and the Customer for Services

**Personal Data** means any data defined as personal data under Data Protection Legislation

**Property** means the Property to be let

**Right to Rent** means the right of a prospective Tenant to rent premises within the United Kingdom as required by the Home Office and detailed in the Home Office’s code of practice on the Right to Rent may be updated from time to time

**Service / Services** means all Vouch products and services, including but not limited to; tenant referencing, utilities, broadband, media and insurance

**Tenant** means an individual or entity who rents a Property under a Tenancy Agreement

**We / Our / Vouch** means Vouch Online Limited

**You / Your** means the Customer

### 2. GENERAL

**2.1** Both Parties intend for this MSA to be legally binding

**2.2** This MSA incorporates all terms and conditions applicable to the Services and supersedes any separate Agreements between the parties unless otherwise confirmed in writing.

### **3. TERM**

- 3.1** Where you are a Credits Customer, this MSA shall become effective upon usage of the Services and will continue to apply unless usage of the Services is ceased
- 3.2** Where you are a Monthly Customer, this MSA shall become effective upon the Order Form being signed by both parties, with no initial term, and will continue unless terminated by either party in accordance with Clause 8
- 3.3** Where you are a Contracted Customer, this MSA shall become effective upon the Order Form being signed by both parties for the initial term as stated, and will continue unless terminated by either party in accordance with Clause 8

### **4. CUSTOMER OBLIGATIONS**

- 4.1** You will use login information in order to access the Dashboard, and you will not disclose your login information to any unauthorised person
- 4.2** You will not use the Vouch Dashboard for any purpose that is prohibited by this MSA or is otherwise unlawful
- 4.3** You will maintain appropriate firewalls and anti-virus software when accessing the Vouch Dashboard so as not to expose you to the risk of a virus or malicious software. Vouch does not accept any responsibility for any damage to your PC or computer system which arises in connection with your use of the Vouch Dashboard
- 4.4** You agree to provide Vouch with details of the Property You have been instructed to let and in doing so, You confirm that You have authority and/or title to allow you to offer and grant a lease of the Property
- 4.5** You agree that the information You provide relating to the Property including but not limited to the Property address, the period of rental, the terms of the tenancy, the requirement of a Guarantor and the availability of the Property will be accurate to the best of Your knowledge and belief and You will be liable for any inaccuracies in the information provided
- 4.6** Where you have agreed to an Order Form, You agree to a minimum reference commitment as detailed

### **5. VOUCH OBLIGATIONS**

- 5.1** Vouch shall provide the agreed Services in accordance with this MSA
- 5.2** When you request a tenant reference, Vouch will contact third parties to obtain relevant information about the prospective Tenant, and You will be provided access to such information as is provided to Vouch in connection with that tenant reference. Vouch require the prospective Tenant to provide accurate information, and cannot be held responsible for inaccurate or fraudulent information provided by the Tenant
- 5.3** A tenant reference will require the prospective tenant to provide documents to establish their Right to Rent and immigration status. Vouch will not verify identification documents or any other documents establishing the prospective Tenant's Right to Rent and instead this will be the responsibility of the Customer
- 5.4** Vouch may share information relating to a prospective Tenant with their outsourced partner with a view to completing notification of the tenancy to local councils and water providers
- 5.5** Vouch may share information relating to a tenancy with their preferred utility notification provider and in doing so You will be subject to the utility provider's terms and conditions

### **6. CHARGES AND PAYMENT TERMS**

- 6.1** Vouch will invoice the Customer on a monthly basis, in arrears, for the Services used. Charges will be made in accordance with the agreed price at the time of requesting the Service, or the agreed pricing as per the Order Form, where applicable
- 6.2** The Customer shall pay invoices in full and without deduction to the account details provided on the invoice within thirty (30) days of the date of the invoice.
- 6.3** If Vouch does not receive payment from the Customer, without a bona fide dispute having been raised, then Vouch may:
  - a)** suspend or restrict access to the Services until such time as the overdue amounts are paid in full, and Vouch will be under no obligation to provide the Services while the invoice(s) remain unpaid; and
  - b)** charge interest which shall accrue on such due amounts at the higher of (i) an annual rate equal to 4%, or (ii) the standard statutory interest rate under applicable law

**7. REMUNERATION**

- 7.1** Where You are a Monthly Customer or Contracted Customer, You shall earn commission in accordance with the Order Form for Services to Your clients
- 7.2** You can view Your earned commission via the Vouch Dashboard at any time, and should You wish to receive Your commission payment You will be required to make a request through the Vouch Dashboard. For the avoidance of doubt, it is Your responsibility to request payment of earned commission, and unless a request is received payment will not be made
- 7.3** Requested commission will be paid no later than the end of the month following the month in which the commissions are requested and payment will be made to the account details provided to Vouch at the time of signing up
- 7.4** Earned commission will be available to request for a period of 12 months, after which time, should a request for payment not have been made, the commission will expire and You will not be able to request payment
- 7.5** Upon termination of this MSA You must request any unpaid earned commission no later than the last day of the notice period. Any commission not requested by this date will be retained by Vouch and will no longer be able to be requested by You

**8. TERMINATION**

- 8.1** Where You are a Monthly Customer or Contracted Customer, following the initial term, either party may terminate this MSA by giving no less than thirty (30) days written notice, to be sent either by post to the party's registered office or main email address. Notice to Vouch can be sent to [support@vouch.co.uk](mailto:support@vouch.co.uk)
- 8.2** If either party commits a breach of its obligations under this MSA which is not capable of remedy, or where capable of remedy, does not remedy such breach within 14 days of written notice given to it in whole or in part, without penalty by giving thirty (30) days written notice
- 8.3** This MSA can be terminated immediately upon notice in the event of the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors

**9. THIRD PARTY RIGHTS**

- 9.1** No one other than a party to this MSA shall have any right to enforce any of its terms

**10. GOVERNING LAW**

- 10.1** This MSA and all disputes or claims (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales
- 10.2** Both parties irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or of or in connection with this MSA or its subject matter or formation

**11. DATA PROTECTION AND CONFIDENTIALITY**

- 11.1** For the purposes of this MSA and the Services carried out, Vouch is a Data Controller as defined by Data Protection Legislation
- 11.2** The Customer will also be a Data Controller in their own right for the activities they conduct
- 11.3** Vouch will process Personal Data in accordance with the Vouch privacy policy, which will be made available to a Tenant, Guarantor and Customer when using the Services, and at all times on the Vouch website
- 11.4** Both parties are responsible for their own compliance with Data Protection Legislation, but will ensure they cooperate with the other Party as required in order to fulfill individual rights requests
- 11.5** Where a party receives a request from a Tenant or Guarantor which relates to the activities or Services of the other party, that party shall promptly, and without undue delay, notify the other party for fulfilment of the request
- 11.6** Both parties will, at all times, maintain appropriate technological and security measures for the Personal Data they process. Data transmission over the internet can never be guaranteed as wholly secure and whilst Vouch endeavours to protect all such information, Vouch does no guarantee or warrant the security of any information which is always transmitted at the sender's own risk

- 11.7** Each party undertakes that it shall not at any time disclose to any person any confidential information of the other party unless:
- a)** disclosure is to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this MSA
  - b)** disclosure is required by law, a court of competent jurisdiction or any governmental or regulatory authority
- 11.8** No party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this MSA
- 12. LIABILITY**
- 12.1** Vouch accepts no responsibility or liability for the accuracy of the information provided in a tenant referencing application. Liability for inaccurate, false or fraudulent information rests with the provider of that information, whether that be the prospective Tenant, Guarantor, referee or a third party provider of information
- 12.2** Vouch will not be liable to You in contract, tort or negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by You, including, a) those of an indirect or consequential nature, nor b) any economic loss or other loss of turnover, profits, business or goodwill
- 12.3** Without prejudice to the generality of the foregoing, Vouch will not be liable for the following losses or liability from the same which you may suffer or be held liable for caused by your reliance or use of the Services (or by not relying on or not using the Services, or by your using or relying on them in an unreasonable way): (i) missing a deadline, (ii) you, or someone on your behalf, suffering loss by reason of inaccuracy or incompleteness of any information or data provided to you, (iii) you suffering a business loss or being unable to undertake any business activity, (iv) a third party making a claim against you, or (v) a government or regulatory authority imposing a fine, penalty or obligation on You.
- 12.4** You agree to indemnify, defend and hold us (including our shareholders, officers, directors, employees, agents and suppliers) harmless from any and all claims or demands including those made by any third party due to or arising out of Your use of Our Services, Dashboard or website, or any person using your login information with or without your consent
- 13. VARIATION AND ASSIGNMENT**
- 13.1** Any changes to the terms of this MSA which You wish to make must be put in writing and sent to Vouch for review. No changes will be made to this MSA without Our written agreement
- 13.2** Vouch reserves the right to change this MSA at any time and any changes will be provided to You in writing with no less than thirty (30) days notice
- 13.3** For the purposes of the Contracts (Rights of Third Parties) Act 1999, this contract is not intended to and does not give any person who is not a party to it the right to enforce any of its provisions
- 14. COPYRIGHT**
- 14.1** Copyright in the website, Vouch Dashboard (including all text, graphics, logos and software) may be owned or licensed by Us and information procured from a third party may be the subject of copyright owned by that third party. Except as expressly authorised by Us in writing You may not adapt, reproduce, store, distribute, print, display, perform, publish or create any derivative works from any part of Our website or Dashboard or from any information obtained from the Vouch Dashboard; or commercialise any information, products or services obtained from the same. The Vouch Dashboard may include trademarks owned by Us including, but not limited to the Vouch trademark and You must not use any of Our trademarks for any purpose whatsoever
- 14.2** Unless we agree otherwise in writing, you are provided with access to the Vouch Dashboard for Your use only and You may not without Our prior written permission sell information obtained from the Vouch Dashboard to any third party