# **Privacy Policy**

The Privacy Policy are provided by **SEQUENCE DOT WORK LTD** (the "**Company**"), a company incorporated under the laws of the United Kingdom, registered at the Companies House under number 29837363 / 11321446, having its main offices at 149 - 153 Alcester Road, Moseley, Birmingham, B13 8JP, United Kingdom.

The purpose of the T&Cs is to govern the terms of use of the platform accessible at sequence.work (the "Site") by contributors and clients registered on the Site and as defined below.

In addition, the T&Cs are intended to define the rights and obligations of each party on the Site.

Any use of the Site is subject to the express prior acceptance of the T&C.

The Site is hosted by 3 different Web hosts:

Amazon Web Service	ZEIT, Inc.	GitHub.
1200 12th Avenue South	1046 Kearny Street	88 Colin P Kelly Jr St.
Seattle, WA 98144	San Francisco CA 94133	San Francisco, CA 94107.
United States	United States	United States.
https://aws.amazon.com/	https://zeit.co/	https://github.com

The director of the publication is Mr Charles MORIZOT.

# **ARTICLE 1: DEFINITIONS**

**Client** means any natural or legal person, if applicable, regularly registered, who wishes to call upon the services of the Company.

**Contributor** means any natural or legal person who is not an employee but has concluded a subcontract with the Company and has a right of access to the Platform and the Data it contains, in order to carry out the mission entrusted to him.

**Administrator** means any employee of the Company authorized to manage a Project, and to validate the registration of a Contributor on the Platform.

**Account** means the personal space of each User on the Platform.

**Personal Data** means all the personal data entered on the Site by a Client or by a Contributor at the time of registration or at a later date.

**Electronic Wallet** means the "virtual" account corresponding to the monetary balance of the Client or Contributor hosted on our platform.

**Project** means that the Client expresses a need to Sequence.work. A project consists of one or more **Jobs**, consisting of one or more **Tasks**. Each Task is handled individually by a Contributor on the Platform. A Project includes: a "dataset", "guidelines", "response form" and a unit cost for the customer. The Project is accessible on the Platform after verification by an Administrator.

**Job** means a part of a Project consisting of one or more Tasks. A Job includes a Task list, guidelines, a response form, remuneration for the Contributor, a start date and an end date of the Project. The Job is accessible by the Contributor on the Platform as soon as the evaluation he has passed has been validated by an Administrator.

**Task** means the processing of Data pertaining to a Job, performed on the Platform.

**Platform** means the tool made available by the Company on the Site and enabling Contributors and Clients to establish contact.

**Site** means the Internet site accessible at the address sequence.work.

User means both a Contributor and/or a Client.

#### **ARTICLE 2 : OBJECT**

The Company offers an on-site outsourcing solution for micro-tasks. These Tasks are submitted by the Clients and performed by Contributors through the Platform made available by the Company.

The Company offers a Project Management service, which includes the submission of the Project to the Platform, the distribution of Tasks, the selection of Contributors, and the quality control of the work performed on the Platform.

The T&Cs govern the conditions of use and the rules applicable to the relationship between the Company, the Contributors and the Clients on the one hand, and between the Contributors and the Clients on the other hand.

#### **ARTICLE 3: AVAILABILITY OF THE PLATFORM**

The Platform is accessible 24 hours a day, 7 days a week.

However, the Company does not provide any guarantee regarding such availability and tasks availability.

Thus, Users are informed and acknowledge that access to the Platform may be suspended or altered, in particular for maintenance operations, without possible compensation to Users.

Furthermore, Users are solely responsible for the material means they use to access the Platform. In particular, Users bear all the costs regarding connection to the Platform.

# ARTICLE 4: REGISTRATION CONDITIONS ON THE SITE AND THE PLATFORM

# 4.1. Accessibility

The Platform is accessible:

- to any natural or legal person, if applicable, duly registered (i.e. the "Client");
- to any natural or legal person who is not an employee but has concluded a subcontract with the Company and has a right of access to the Platform and the Data it contains, in order to carry out the mission entrusted to him (i.e. the "Contributor").

The User who wishes to benefit from the services offered by the Platform is invited to create an Account on the Platform by connecting to the Site and following the instructions indicated to him in this regard.

More particularly, the User must complete and fill in a certain number of information concerning him, and in particular, without this being restrictive:

For the contributors only:

- Name (first name and last name)
- Email address
- Password
- Birth date
- Country
- Language(s) spoken

After registration, contributors must provide their paypal account details to be paid.

For the Clients only:

- Name (first name and last name)
- Email
- Password

Furthermore, it is specified that the Company retains the right to request additional documents or elements from Users as needed and at its free discretion such as, without this being restrictive, proof of identity or company registration proof, if applicable.

In any event, it is specified that Contributors and Clients must provide accurate and verifiable information at all times. Failing this, the Company retains the right to suspend or refuse access to the Site and the Platform to any User who does not respect these conditions.

Once this information has been entered, the User will receive confirmation of his registration to the Platform by email at the email address indicated at the time of registration.

Upon confirmation, the User can access the Platform and his Account by logging in using his login and password.

# 4.2. Provisions regarding the Client

The Client's registration on the Platform gives him access to a personalized dashboard allowing him to follow the evolution of his Project(s).

However, this registration does not in any case allow the Client to create and upload a Project by himself on the Platform.

The Project must be created by an Administrator, who will link it to the Client's Account.

The Company shall not be liable for the accuracy of any answers (i.e. the result of the Tasks performed by the Contributors) that it may have validated. The Company clearly informs the Client that the semi-automated "review" does not ensure that all "validated" responses are correct

# 4.3. Provisions regarding the Contributor

The Contributor's registration on the Platform does not grant him immediate access to the Projects submitted on the Platform.

After registration on the Platform, the Company verifies the identity of the Contributor and assesses his/her skills. A test of questions is submitted to him and he must have a minimum of valid answers to join the Platform. This process may take up to 10 (ten) business days.

There are 3 different statuses for Contributors:

- **Waiting list:** the Contributor is on the waiting list because the Company does not have enough Projects to accept additional Contributors.
- **Pending**: the Contributor is registered on the Platform, the identity verification and evaluation process is underway.
- **Verified**: the identity of the Contributor has been verified and the evaluation test validated, the Contributor can then access the list of Jobs.

Insofar as the Contributor has been verified, he can start working on a Job available on his dashboard.

The Contributor is not employed by the Company or by the Client, and is entirely independent in the execution of the Tasks he performs.

The Contributor confirms that he is not subject to any pressure or constraint, implicit or explicit on the part of the Client or the Company concerning his choice of Job, and in the performance of the Task(s) that depend(s) on it.

In order to perform the Job entrusted to him, the Contributor must validate the Tasks that compose it.

Status of Tasks:

- **Pending**: the Task has been completed by the Contributor and is ready for verification by an Administrator.
- **Approved :** the Task has been verified and validated. The Contributor will therefore be paid for it.
- **Rejected**: the Task has not been validated, the results are inaccurate, the Contributor will not be paid.

By working on a Task, the Contributor undertakes to perform the Task in accordance with the instructions given in the guidelines, and in all legality.

#### ARTICLE 6: TERMS OF PAYMENT - CLIENT

Access to the Platform by the Client is free.

The amount of the invoice is calculated by multiplying the unit price of the Tasks (determined by an Administrator) by the number of Tasks.

Payment for services provided by the Company operates on a "pre-payment" basis. Payment of the service by the Client must be made once the Mission has been uploaded to the Platform and the Contributor has been selected by an Administrator, but before the Contributor begins to process the Tasks. The Client must make full payment of the future service by bank transfer to the Company's bank, Revolut.

The Company accepts payments in the currencies listed below: Euro, British Pound, US Dollars.

# **ARTICLE 7: TERMS OF PAYMENT – CONTRIBUTOR**

Access to the Platform by the Contributor is free.

After validation of Task, the Contributor's Electronic Wallet will be credited with the predefined amount.

At any time, the Contributor has the possibility to settle the credit of his Electronic Wallet by transfer on his PayPal account subject to the following conditions:

- he has filled in all the information requested by the Company;
- his Electronic Wallet is credited with an amount at least equal to £5.

Once the request is made, the Contributor will receive within 3 (three) business days the amount requested on his PayPal account filled in his personal information. The Company will cover the fees to transfer the money to the paypal account, but Contributors will pay for the fees to withdraw the money from their paypal account to their bank account.

Contributors are reminded that all amounts collected in payment for Projects carried out must be declared to the tax authorities in order to be subject to the applicable taxes in the given country. The Contributor must comply with applicable laws regarding invoicing and conservation of accounting and tax documents. The Contributor expressly mandates the Company to issue invoices for all the Jobs he will perform.

After 1 (one) year without activity on the Platform (no connection or Task processed), the Company reserves the right to delete the Contributor's account.

Any balance of his Electronic Wallet will be transferred to his PayPal bank account, provided that he has filled in all the necessary information.

# **ARTICLE 8: LIABILITY**

The Company acts only as an intermediary between the Contributors and the Clients. Thus, it does not offer Contributors any employment contract, but a subcontracting contract, and does not make any payment of social contributions concerning Contributors and/or Clients.

Furthermore, except in exceptional cases at the express request of the Client, the Company does not carry out any control of the Contributors' skills, which are perfectly independent and in no way subject to the Company. The Company and the Contributors may not form a joint venture.

Notwithstanding the foregoing, in the event that the Company proposes such control, the Clients are informed that such control will only be carried out on the basis of the elements provided by the Contributors and this, without the Company being able to ensure their accuracy or veracity.

Therefore, the Company cannot be held liable in this context as the Contributors carry out the Job(s) entrusted to them under their sole control.

More specifically, the Company is not liable for any damage caused by the Contributors in the performance of their Job(s) on behalf of the Client.

Furthermore, with respect to the provision of the Platform, it is understood that the Company provides the Platform as is and does not provide any guarantee as to its access and availability at all times; which Contributors and Clients expressly acknowledge and accept.

Finally, the services provided by the Company are subject only to an obligation of means to the exclusion of any obligation of result, which Users expressly acknowledge and accept by acceptance of these T&C.

#### **ARTICLE 9: LIMITATION OF LIABILITY**

The Company undertakes to use all necessary means at its disposal to ensure the supply and availability of the Platform to Users.

However, the Company shall not be held liable in the following cases:

- interruptions, failures, modifications and malfunctions of the Platform;
- loss of Data or information;
- inability to access the Platform;
- direct or indirect damage caused to Users, for whatever reason, resulting from access and use of the Platform

The Company may only be held liable for direct damage suffered by a User resulting solely from a breach of the Company's contractual obligations as defined in these T&C. In any event, Users are reminded that the Company has taken out an insurance policy with a recognized insurance company.

Users waive in advance any claim for compensation for any reason whatsoever, indirect damage such as loss of profit, loss of opportunity, commercial or financial loss.

The Company is solely responsible for damages caused to third parties or other Users and for the consequences, claims or actions that may arise from them, by its Contributors, in the context of the Job(s) they are assigned.

The Company is liable for direct damage caused to the Client resulting from its fault or negligence, with the exception of any case of force majeure, or the use of the service by the Client that does not comply with the Service Provider's recommendations.

For its part, the Customer is solely responsible for damages caused to third parties and other Users and for the consequences of claims or actions that could result from it.

# **ARTICLE 10: CONTRIBUTOR'S WARRANTY**

The Contributors guarantee, when they register on the Platform, that they have all the rights and all the skills necessary to offer their services through the Platform.

The Contributors guarantee that they will provide a quality service that meets the relevant standards and that they will respect the Administrator's instructions. The Contributors are not allowed to use robots, scripts, algorithmes or any other automated methods to perform tasks.

The Contributors guarantee the Company and the Clients against any third party action or claim concerning the services provided.

# **ARTICLE 11: INTELLECTUAL PROPERTY**

Users are informed that the Platform and all its components (photographs, videos, texts, audio content, etc.) are covered by intellectual property rights of which the Company is the sole owner. This also includes all the names used to designate the Platform and the Site.

In this respect, any act of reproduction or unauthorized use by the Company constitutes an act of infringement which may be prosecuted as such both civilly and criminally.

In this respect, the Company only authorizes Users to use the elements covered by an intellectual property right for the sole purpose of executing these terms and during the term of application of these terms and conditions.

Users undertake not to modify any of these elements in any way or to use them in a way that does not comply with the present conditions.

Furthermore, the Company acknowledges and accepts that the content published by Users on the Platform belongs to them and that they hold all intellectual property rights to such content.

However, in order to allow the Platform to be used and published, the Contributors expressly grant the Company:

- (i) the non-exclusive, transferable, sub-licensable right of exploitation, free of charge, for the whole world concerning all content and in particular on photographs, texts, videos, illustrations, trademarks, logos, titles, as and when they are published on the Platform, as well as (ii) a licence on all the intellectual property rights relating to the advertisements and in particular on the copyrights on the elements used in its advertisement, such as photographs, texts, videos, drawings, illustrations, and this for the entire legal duration of its intellectual property rights and for the whole world.

The rights thus granted include the right to reproduce, represent, distribute, adapt, modify, produce a derivative work, translate all or part of the content by any means, in any form whatsoever and on any medium known or unknown to date within the framework of the Company's activity and this for commercial or non-commercial purposes and in particular

advertising, as well as within the framework of distribution on social networks where applicable.

#### **ARTICLE 12: USERS OBLIGATIONS**

Within the framework of their use and access to the Platform, Users undertake:

- not to access the Platform for illegal or immoral purposes;
- not to publish content in violation of the rights of a third party, in particular intellectual property rights;
- to provide accurate and verifiable information concerning his quality as a professional in particular;
- not to provide or publish elements that are contrary to public order and morality;
- not to disrupt the normal functioning of the Site and the Platform.

## **ARTICLE 13: PERSONAL DATA**

Users are informed that the Company collects Personal Data concerning them for the sole purpose of allowing the execution of the terms and conditions herein and the availability of the Platform.

These Personal Data are collected and processed in accordance with applicable legislation and in particular, Data Protection Act 2018 (DPA 2018)

It is reminded that the Company undertakes not to communicate any coordinated information concerning Users and will not sell any files.

# What Personal Data is collected?

The Company collects and processes the following data relating to Users: surname, first name, date of birth, email address, PayPal account details, IP address as well as information collected using cookies.

# Why is the Data collected?

Personal Data is collected for the purpose of enabling the Company to provide its services on the Site and Platform.

Users are reminded that the Data thus collected is intended to ensure the proper functioning of the Site and the Platform.

Furthermore, Users are informed that only the Data strictly necessary for the purposes sought are collected. In this respect, the Company applies the principle of minimization of Data collection. The Company will not collect more Data than is necessary to ensure the operation of the Site and the Platform.

# How long will Personal Data be kept for?

Personal Data are collected and processed solely for the purposes pursued by the Company.

In this context, the Company will not keep the Data collected for a period exceeding the achievement of the objective it has set itself.

# Rights of the persons concerned?

The Company undertakes to ensure that Data are processed in accordance with the rights of the persons concerned by the processing of Personal Data.

Thus, the Company guarantees that Users have the right to access, delete, modify, oppose and rectify Data collected concerning them.

# **Security of Personal Data**

The Company ensures the security of Personal Data concerning Users by taking all appropriate measures in order to guarantee the absence of intrusion in its files.

In doing so, the Company notably controls access to Users' Data.

# **ARTICLE 14: COOKIES**

The Company uses cookies to enable it to compile statistics on visits of the Site and to ensure the optimal operation of the Site and Platform as well as the distribution of targeted advertising.

By browsing the Site and the Platform, Users accept the use of cookies under the conditions described below. Users who do not wish to accept these cookies can deactivate them by following the instructions described below.

#### **Definition**

Cookies are data stored in a user's terminal equipment and used by the site that users visit in order to send information to the browser, and allowing that browser to return information to

the original site. They usually contain the name of the server that deposited it, an identifier in the form of a unique number as well as an expiration date.

Cookies make it possible to store status information during the validity period of the cookie when a browser accesses the various pages of a website or when this browser later returns to this website.

The reading or modification of information contained in a cookie is the sole responsibility of its issuer.

# Purpose

In order to offer services adapted to the User's terminal (computer, mobile or tablet), the cookies used by the Company have the following purposes:

- The collection of information relating to the navigation of Users;
- Analysis of the frequentation and use of the Site.
- Use of cookies by the Firm

The cookies used on the Site are the following:

**Session cookies** which record technical information when browsing from one page to another on the Site and which disappear as soon as the User leaves the Site.

**Cookies of functionalities** allowing in particular to recognize the User at the time of a new visit on the Site and to adapt the Site in function. These are permanent cookies that remain on the User's terminal until their lifetime expires or are deleted using the browser's features.

Google Analytics audience measurement cookies: These cookies are used to collect anonymous information about website users. These cookies make it possible to count visitors and identify the way in which they use the Site. These cookies are placed and read on the User's equipment as soon as the User accesses a website using the "Google Analytics" service.

You can read Google's privacy policy via this link: https://support.google.com/analytics/answer/6004245?hl=en

# Consent - deletion and management of cookies

Users have several options to delete cookies.

Most browsers are set by default. Nevertheless, Users can always choose to disable one or more cookies, refuse their deposit or withdraw their consent. The User has the choice to accept or refuse cookies on a case by case basis or to refuse them in a general and systematic manner.

Users also have the possibility of managing the cookies used on the Site by configuring the browsers of their various terminals (tablets, smartphones, computers), as detailed below.

The configuration of each browser is described in its help menu. Usually, refer to the "Settings" tab, then to the "Options" or "Preferences" menu.

Users are informed that, depending on the settings chosen, the conditions of access to the Site and its functionalities may be modified if necessary, for which the Firm cannot be held responsible.

When Users refuse the setting of a cookie by following the above-mentioned parameters, a cookie is installed and stored on their browser in order to identify them as the person who refused the installation of cookies. In the event that Users delete this cookie from their browser or connect from a different Internet browser or another computer, they would then have to undertake the same procedure for refusing the setting of cookies.

#### **ARTICLE 15: CONTRIBUTOR ASSESSMENT**

Contributors acknowledge and agree to be assessed by the Company with respect to their Job performance.

In doing so, Users acknowledge that such assessments may allow the Company, at its free discretion, to reserve the right to suspend access to the Platform to any Contributor who does not comply with the terms hereof and who does not meet the quality standards required by the Company.

#### **ARTICLE 16: AMENDMENT OF TERMS & CONDITIONS**

Users are informed that the Company may make changes to the T&C at its sole discretion or to comply with applicable law.

Users are informed of such changes directly on the Site at the appropriate time.

Any modification is considered accepted as soon as the Users continue to use the Platform.

#### **ARTICLE 17: DURATION AND TERMINATION**

These T&Cs shall apply for an indeterminate period.

Each User may unsubscribe from these Terms and Conditions at any time by closing his/her online Account directly from the Platform.

In case of termination by the Client after payment of the service, but before completion or validation of the Job by the Contributor, the Client is informed that no refund will take place.

In addition, the Company may also terminate this Agreement at any time in the event of any breach of this Agreement by a User after 10 business days' notice.

#### **ARTICLE 18: APPLICABLE LAW AND JURISDICTION**

These T&C are governed by English law.

In case of difficulty concerning their interpretation or execution, the parties intend to give exclusive jurisdiction to the English courts.

## **ARTICLE 19: CONFIDENTIALITY**

The Contributor undertakes to keep strictly confidential any exchanges he may have had with the Company and any information he may have received or become aware of during the performance of his Job via the Platform. Users agree in particular not to share with any third party, either privately or on social networks, any exchange, information or excerpt of conversation from the messaging system of the Site.

For any question relating to the present terms and conditions of use of the Site, for any additional information and/or question, any suggestion, to report a technical anomaly related to the site or to exercise your rights, you can write to us at the following address: contact@sequence.work.