

Tally Marketplace Limited: Terms of Service

These Terms apply to Members and to Workspace Owners, but we have separated the relevant provisions for ease as follows:

Part A applies to all users

Part B applies only to Workspace Owners

Part C applies only to Members

PART A: ALL USERS OF THE TALLY PLATFORM

1. Introduction

- 1.1 The Tally platform (the **Tally Platform**) is owned and operated by Tally Marketplace Limited of 26 Nutcroft Road, London, United Kingdom, SE15 1AF (**we, us**).
- 1.2 By using and registering on the Tally Platform, you agree to be bound by these terms of use (the **Terms**). The Terms affect your legal rights and obligations so please read them carefully. If you do not agree to be bound by the Terms, do not use the Tally Platform. If you have any questions, you can contact us by email at hello@tallymarket.co.uk
- 1.3 We reserve the right to update the Terms from time to time at our discretion. We may do so for technical or legal reasons, or because the needs of our business have changed. You agree that if you do not accept any amendment to our Terms then you shall immediately stop accessing and/or using the Tally Platform. If we reasonably believe that the change to the Terms is significant, we shall notify all registered users by email with details of the change and the effective date of the change. Otherwise, updated Terms will be effective as soon as they are accessible. You are responsible for regularly reviewing the Terms so that you are aware of any changes to them.
- 1.4 The Tally Platform is an online marketplace where Workspace Owners can offer their Workspace Services, and Members can book Workspace Services. **We do not provide Workspace Services directly, nor do we act as principal in any transaction, nor as agent for either party except to facilitate payments.** We are an intermediary Tally Platform, and we are not bound by any contract that may arise at any time between a Member and a Workspace Owner.
- 1.5 Your privacy is important to us. You should read our Privacy Policy to understand how we collect, use and share information about you and our Cookie Policy to

understand what cookies we use on the Tally Platform and how you can control cookies.

2. **Definitions & Interpretation**

2.1 Words defined in Condition 1 shall have the same meaning when used throughout the Terms. In addition, the following words have the following meanings:

Administrator: the individual responsible for the Member's Tally account;

Booking: an agreed booking of Workspace Services made between a Member and a Workspace Owner reflecting the details of the Workspace and Workspace Services made available on the Platform by the Workspace Owner;

Data Protection Legislation: any laws and regulations of the [United Kingdom relating to the processing of Personal Data including the Data Protection Act 2018 and, to the extent it continues to apply in the United Kingdom, the General Data Protection Regulation 2016/679];

Fee: the fee that we agree is due to the Workspace Owner in respect of a Booking;

Member: any individual or business who registers on the Tally Platform to view Workspaces and potentially make a Booking;

Member Users: individuals authorised by a Member to access the Member's Tally account;

Review: any review, comment or other feedback provided to us;

Tally Token: the tokens purchased by a Member which can be exchanged for Workspace Services;

Workspace: the space made available to a Member under a Booking;

Workspace Owner: an individual or business who registers on the Tally Platform offering Workspace Services;

Workspace Service: the service to be provided by a Workspace Owner, including making available the Workspace; and

you: any user of the Tally Platform, whether a Member or Workspace Owner.

2.2 Words in the singular include the plural and, in the plural, include the singular.

2.3 Headings shall not affect the interpretation of the Terms.

- 2.4 References to Conditions are references to the conditions of the Terms.
- 2.5 Unless a right or remedy of a party is expressed to be an exclusive right or remedy, the exercise of it by a party is without prejudice to that party's other rights and remedies.
- 2.6 Any phrase introduced by the words including or includes shall be construed as illustrative and shall not limit the generality of the related words.
- 2.7 A reference to writing or written includes email.

3. Tally Platform Use and Availability

- 3.1 You may not have more than one account on the Tally Platform.
- 3.2 When you use the Tally Platform you must comply with all applicable laws and you agree not to:
- (a) try to gain unauthorised access to the Tally Platform or any networks, servers or computer systems connected to the Tally Platform;
 - (b) harvest or otherwise collect non-public information about another user obtained through the Tally Platform (including email addresses), without the prior written consent of the holder of the appropriate rights to such information;
 - (c) add another user to your email or physical mailing list without their consent after adequate disclosure, or use their email address or contact details for antisocial, disruptive, or destructive purposes;
 - (d) transmit spam, chain letters or other unsolicited emails;
 - (e) access the Tally Platform with the intention of using any information, content or other know-how to set up a competitive Tally Platform; and/or
 - (f) reproduce, redistribute, sell, create derivative works from, decompile, reverse engineer, or disassemble all or part of the Tally Platform save to the extent expressly permitted by law not capable of lawful exclusion.
 - (g) communicate with any other Tally Platform users outside of the Tally Platform.
- 3.3 We try to maintain and make the Tally Platform available at all times. However, there may be occasions when access may be interrupted, including for scheduled maintenance or upgrades, for emergency repairs, or due to failure of

telecommunications links and/or equipment. We shall try to schedule maintenance and upgrades outside of normal working hours. However, you agree that we have no liability to you for such interruptions.

- 3.4 We are not liable if you are unable to access the Tally Platform for any reason within your control, including your failure to use appropriate equipment or your insufficient bandwidth.

4. Reviews

- 4.1. Workspace Owners and Members may leave a Review for each other following completion of the Workspace Services.

- 4.2 You warrant and represent that your Reviews shall:

- (a) be fair, genuine and honest, and properly represent your experience;
- (b) not contain any content that is threatening, offensive, spiteful, obscene or defamatory or otherwise unlawful;
- (c) not infringe any third party rights, including third party copyrights and/or rights of privacy; and/or
- (d) not be construed as an advertisement for your or any third party's products, services or business.

- 4.3 We do not routinely monitor any Review, but we may edit, remove or not post any Review at our sole discretion.

- 4.4 You agree that you must not offer or receive any incentive to write a Review.

- 4.5 You grant to us a license to edit and use your Review on the Tally Platform within marketing and publicity materials for our business and to improve the functioning of the Tally Platform and monitor the activities of Tally Platform visitors.

- 4.6 A Review is not an endorsement or recommendation by us of either a Member or a Workspace Owner, and you rely on the content of a Review at your sole discretion.

5. Intellectual Property Rights

- 5.1 The copyright in all content on the Tally Platform is owned by or licensed to us. All rights are reserved. You can view, print or download extracts of the Tally Platform for your own use in order to exercise your rights and carry out your obligations under these Terms and for no other purposes. You cannot otherwise copy, edit, vary, reproduce, publish, display, distribute, store, transmit,

commercially exploit, disseminate in any form whatsoever or use the content of the Tally Platform without our permission.

6. Linking

- 6.1 You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part. You must not establish a link from any website that is not owned by you. Our Tally Platform must not be framed on any other Tally Platform, nor may you create a link to any part of our Tally Platform other than the home page. We reserve the right to withdraw linking permission without notice. The website from which you are linking must comply in all respects with the content standards set out in the Terms.
- 6.2 The Tally Platform may contain links to other Tally Platforms and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those Tally Platforms or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

7. Disclaimer – Your attention is particularly drawn to this Condition

- 7.1 You acknowledge and agree that the Tally Platform is provided for information purposes only and to facilitate Bookings and payment.
- 7.2 We do not warrant or represent that any Workspace Owner will receive any requests for Bookings, or that a Member will find any Workspace or Workspace Services that are suitable for their purposes.
- 7.3 We do not endorse or recommend any Workspace, Workspace Owner and/or Member and in particular we do not warrant or represent:
- (a) the suitability of a Workspace and/or the Workspace Services;
 - (b) the accuracy of any description of the Workspace; and/or
 - (c) the suitability, behaviour or conduct of any Member or Workspace Owner in respect of any Booking or otherwise.
- 7.4 We are not responsible in any way whatsoever for any act or omission of a Workspace Owner or for the Workspace Services performed by the Workspace Owner or any failure of the Workspace Owner to provide the Workspace Services.
- 7.5 We are not responsible in any way whatsoever for any act or omission of a Member including any damage caused to the Workspace.

- 7.6 Subject to Condition 7.9, we shall in no circumstances be liable to you in contract, tort (including negligence) or otherwise for any:
- (a) loss of profit, anticipated profits or business;
 - (b) loss of data and content;
 - (c) loss of opportunity;
 - (d) loss of revenue or wasted expenditure;
 - (e) loss of goodwill or reputation; and/or
 - (f) consequential, special or incidental loss or damage (whether or not advised of the possibility of the same).

The provisions of this Condition 7.6 are severable.

- 7.7 We shall only be liable to you for direct losses that arise as a result of our breach of the Terms or for our negligence.
- 7.8 Subject to Condition 7.9, our maximum liability to you whether in contract, tort or otherwise shall in no circumstances exceed the fees that we retain in respect of the Booking that is the subject of the claim, or where the liability does not relate to any particular Booking, our liability shall in no circumstances exceed £100.
- 7.9 Nothing in the Terms shall be construed as excluding or limiting our liability for death or personal injury caused by our negligence, for fraud or fraudulent misrepresentation or for any other liability that cannot be excluded by law.

8. General

- 8.1 No joint venture, partnership, employment or agency relationship exists between you and us as a result of your use of the Tally Platform.
- 8.2 The Terms (as amended from time to time) constitute the entire agreement relating to your use of the Tally Platform.
- 8.3 If any provision of the Terms is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be construed, as nearly as possible, to reflect the intentions of the parties and all other provisions shall remain in full force and effect.
- 8.4 If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of any breach, that will not mean that you do not have to do those things and it will not

prevent us taking steps against you at a later date.

- 8.5 You may not assign, delegate or otherwise transfer your account or your obligations under the Terms without our prior written consent. We may assign or otherwise transfer our rights and obligations in terms of the Terms to third parties.
- 8.6 Any notice to you via email, regular mail or notices or links on the Tally Platform shall constitute acceptable notice to you under the Terms
- 8.7 Any provision of these Terms that expressly or by implication is intended to come into force or continue after termination or expiry of these Terms shall remain in full force and effect. Any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Terms which existed at or before the date of termination shall not be affected.
- 8.8 The Terms shall be governed by and construed in accordance with English law and you agree to submit to the exclusive jurisdiction of the English Courts.

PART B: TERMS FOR WORKSPACE OWNER

9. Registration and use of the Tally Platform

- 9.1 If you wish to register as or on behalf of a Workspace Owner on the Tally Platform, you must have the authority to bind the Workspace Owner to the Terms, be at least 18 and legally capable of entering into a contract. The details that you provide on registration must be true, accurate and complete. You agree to update your account to reflect any changes to those details, or to notify us accordingly and we can make the changes. At our request, you shall provide evidence of your compliance with this Condition 9.1. You also agree to provide any further information we may require from you from time to time, including information relating to your identity. We may not accept your registration until we have verified this information and we shall notify you accordingly. We reserve the right to refuse your registration.
- 9.2 When you register on the Tally Platform you will create a password. You are responsible for keeping your password confidential. You are responsible for any activity under your account. Please take precautions to protect your password and contact us immediately by email to company email if you believe there has been any unauthorised use of your account. You may not transfer your account to anyone else. We may deny access to a password if we reasonably believe that it is being used by an unauthorised person or that the user is in breach of the Terms.

10. **Termination or Suspension**

10.1 We may suspend or terminate your Tally at any time and without liability to you for any or no reason, including if:

- (a) any information that you provide to us is not true or we cannot verify or authenticate any such information;
- (b) you are in breach of any of the provisions of these Terms;
- (c) you frequently reject a Booking request or cancel a Booking; and/or
- (c) we receive complaints or disputes are raised in relation to your activities on the Tally Platform or otherwise.

10.2 You may contact us at any time to terminate your Tally account by email to hello@tallymarket.co.uk or you can do so within your dashboard on the Tally Platform. Any Bookings you have accepted before termination remain in force.

10.3 Following termination by us of your Tally account you must cease to use the Tally Platform and you must not re-register on the Tally Platform under any other name.

11. **Workspace and Workspace Services details**

11.1 Once your account is registered on the Tally Platform, you can upload details about your Workspace and Workspace Services, including availability, location and any particular terms and conditions applicable to a Booking. All details must be accurate, complete and up-to-date at all times and any particular terms and conditions you wish to apply must be consistent with the Terms. You agree that the Member will rely on the details you have uploaded to make a Booking.

11.2 Your listing for a particular Workspace will not be live on the Tally Platform until we have approved the pricing. Any such approval will not affect your obligations under this Condition 11 and/or your liability for the content you upload to the Tally Platform. The placement and ranking of listing for a particular Workspace in search results on the Tally Platform may vary and depend on a variety of factors, such as search parameters and preferences, requirements and calendar availability, number and quality of Images, customer service and cancellation history.

11.3 You must not post any content on the Tally Platform, including details relating to your Workspace and/or Workspace Services that:

- (a) is deliberately dishonest or false;
- (b) is obscene offensive, hateful, inflammatory, or unlawful, or promotes

illegal activities, violence or hatred;

- (c) is discriminatory or appears to be discriminatory of any group of people including on the grounds of sex, race, age or disability;
- (d) includes any IP Rights that do not belong to you unless you have the written permission of the owner of such IP Rights to reproduce it on the Tally Platform;
- (e) includes any personal insults or attacks;
- (f) breaches the provisions of any law, statute or regulation including the Equality Act 2010 and the Data Protection Legislation; and/or
- (g) encourages or otherwise deliberately or recklessly involves any breach of applicable laws, regulations, codes of practice and/or guidelines.

11.4 We may at our sole discretion:

- (a) require you to amend any content you have posted on the Tally Platform; and/or
- (b) remove any content you have posted on the Tally Platform at any time and without notice to you if we reasonably believe that such content breaches any part of the Terms.

11.5 Tally may take photos of the Workspace and use such photos at its sole discretion including to promote the Tally Platform.

11.6 You grant to Tally an exclusive, worldwide, royalty-free, irrevocable, perpetual sub-licensable and transferable licence to use all content you upload to the Tally Platform for all our marketing and general business purposes in any media or platform without further notice or compensation to you.

12. **Bookings and Cancellations**

12.1 From time to time you may receive a request for a Booking. You can accept or reject at your discretion but if you frequently reject a request for a Booking, we may exercise our right to terminate your account.

12.2 When you accept a Booking you agree that you are entering into a legally binding contract to provide the Workspace Services to the Member in accordance with the terms of the Booking. We are not a party to that contract.

12.3 You may cancel a Booking on the Tally Platform provided you do so within 48 hours from the start time for the Booking. Likewise, a Member may also cancel

a Booking on the Tally Platform provided they do so within 48 hours from the start time for the Booking For the avoidance of doubt, no Fee shall be due to you if you or the Member cancels a Booking in accordance with this Condition.

13. **Provision of Workspace Services**

13.1 In respect of each Booking, you warrant and represent that you shall:

- (a) maintain the Workspace and its facilities to reflect good industry practice;
- (b) ensure that the Workspace is free from obstructions, clean, safe, in a good condition and a good state of repair, and fit for the Workspace Services;
- (c) provide the Workspace Services with all due skill and care, and in accordance with all applicable laws and regulation; and
- (d) ensure that the Workspace complies with all applicable laws and regulations, including those relating to health and safety, planning, alcohol supply and licensing, disability discrimination and fire certification.

13.2 You shall obtain appropriate insurance coverage with reputable insurance companies, against all risks that would normally be insured against by a prudent organisation providing the Workspace Services.

13.3 You shall treat all Personal Data and other information relating to a Member as confidential and you shall comply with the Data Protection Legislation in respect of the Member's Personal Data.

13.4 We are not a party to the Booking. Therefore, all issues, concerns and/or enquiries relating to the Booking must be raised with the Member.

13.5 If a Member makes a reasonable and justified complaint stating that you have failed to provide the Workspace Services in accordance with this Condition 13, no Fee shall be due to you. You may contact the Member directly to resolve the dispute, which may include making a claim for sums due for the Workspace Services.

14. **Indemnity**

You shall defend and indemnify us and keep us indemnified and held harmless from and against any costs, losses, damages, expenses and liabilities that we may suffer or incur arising as a result of any third party claim or allegation that we receive from a Workspace Owner in respect of your acts or omissions. This indemnity will survive termination of your account on the Tally Platform.

15. **Fees**

- 15.1 Subject to Condition 13.5, on completion of the Workspace Services in accordance with these Terms, we shall pay to you the Fee. Tally reserves the right to change the Fees at any time and will provide you adequate notice of any Fee changes before they become effective.
- 15.2 You must not request that the Member pays any sums directly to you for the Workspace Services except where you provide goods or services outside of the Booking, or in accordance with Condition 13.5.
- 15.3 All payments made by you shall be in pounds sterling monthly via a self billing agreement. Payments are made via bank transfer or Paypal.
- 15.4 Your Payment Method may also be subject to additional terms and conditions imposed by the applicable third-party payment service provider and are subject to different terms and conditions and privacy practices which you should review independently.

PART C: TERMS FOR MEMBERS

16. Registration and use of the Tally Platform

- 16.1 If you wish to register as a Workspace Owner on the Tally Platform, you must be at least 18 years old legally capable of entering into a contract. We retain the right to reject your registration.
- 16.2 The Administrator of your Tally account shall have the authority to bind the Member. You may change the identity of the Administrator on written notice to us. The Administrator may establish accounts for Member Users and shall ensure that each Member User, as a condition of being granted access to the Tally Platform, reads and agrees to these Terms.
- 16.3 All details that you provide on registration must be true, accurate and complete. You agree to update your account to reflect any changes to those details, or to notify us accordingly and we can make the changes. At our request, you shall provide evidence of your compliance with this Condition 16.2. You also agree to provide any further information we may require from you from time to time, including information relating to your identity. We may also check the information you provide, by accessing social media accounts or otherwise. We may not accept your registration until we have verified this information and we shall notify you accordingly.
- 16.4 When you register on the Tally Platform, whether as an Administrator or a Member User, you will create a password. You are responsible for keeping your password confidential. You are responsible for any activity under your account. Please take precautions to protect your password and contact us immediately by

email to company email if you believe there has been any unauthorised use of your account. You may not transfer your account to anyone else. We may deny access to a password if we reasonably believe that it is being used by an unauthorised person or that the user is in breach of the Terms.

17. **Termination or Suspension**

17.1 We may suspend or terminate your Tally account at any time and without liability to you for any or no reason, including if:

- (a) any information that you provide to us is not true or we cannot verify or authenticate any such information;
- (b) you are in breach of any of the provisions of these Terms; and/or
- (c) we receive complaints or disputes are raised in relation to your activities on the Tally Platform or otherwise.

17.2 You may contact us at any time to terminate your Tally account by sending us an email at hello@tallymarket.co.uk. You have 1 (one) month from sending us such an email to use your Tally Tokens.

17.3 Following termination of your Tally Account, any Booking will be still valid and but Tally Tokens will not be refunded, unless we have terminated your Tally Account without good cause. We therefore advise you to use all your Tally Tokens in accordance with Condition 17.2.

17.4 Following termination by us of your account you must cease to use the Tally Platform and you must not re-register on the Tally Platform under any other name.

18. **Bookings and Cancellations**

18.1 From time to time you may receive a request for a Booking. You can accept or reject at your discretion but if you frequently reject a request for a Booking, we may exercise our right to terminate your account.

18.2 When you accept a Booking you agree that you are entering into a legally binding contract to provide the Workspace Services to the Member in accordance with the terms of the Booking. We are not a party to that contract.

18.3 A Booking is paid for in Tally Tokens. You must have sufficient Tally Tokens to pay for your Booking otherwise your Booking cannot be accepted.

18.4 You may cancel a Booking on the Tally Platform provided you do so within 48 hours from the start time for the Booking. Likewise, a Member may also cancel a Booking on the Tally Platform provided they do so within 48 hours from the

start time for the Booking Any Tally Tokens exchanged for a Booking shall be refunded to your Tally account if you or the Workspace Owner cancels a Booking in accordance with this Condition.

- 18.5 If a Workspace Owner fails to provide the Workspace Services in accordance with these Terms, in particular Condition 13, please notify us within 48 hours and we shall refund you the Tally Tokens exchanged. Do however be aware that the Workspace Owner may contact you directly to resolve the dispute, which may include making a claim for sums due for the Workspace Services.

19. **Use of Workspace and Workspace Services**

- 19.1 We ask you to respect the property of others. You may use a Workspace which you book via the Tally Platform only for lawful purposes. You must not damage any part of the Workspace, or cause a disturbance or nuisance to others. You must comply with all policies relating to the Workspace that are provided to you.
- 19.2 We also ask that the Workspace Owner complies with the Data Protection Legislation in respect of your Personal Data. However, we cannot promise that they will do so. If you have any concerns about how a Workspace Owner is using your Personal Data, please contact the Workspace Owner.
- 19.3 We are not a party to the Booking. Therefore, all issues, concerns and/or enquiries relating to the Workspace Services and Workspace must be raised with the Workspace Owner. However, you agree to comply with all applicable laws in your relationships with the Workspace Owner.

20. **Indemnity**

You shall defend and indemnify us and keep us indemnified and held harmless from and against any costs, losses, damages, expenses and liabilities that we may suffer or incur arising as a result of any third party claim or allegation that we receive from a Workspace Owner in respect of your acts or omissions. This indemnity will survive termination of your account on the Tally Platform.

21. **Tally Tokens**

- 21.1 A Member must pay for their Tally Tokens on a monthly basis as part of their subscription. In addition, you can top up your Tally account with additional Tally Tokens on payment of the fee set out on the Tally Platform from time to time. We may change the member fee due on at least 30 days' notice. Payments are made in advance. Payments are to be made via bank transfer, Stripe or via PayPal in pound sterling. If payments are made via invoice then payments are to be made within 14 (fourteen) days upon reception of the invoice.
- 21.2 Your payment method may also be subject to additional terms and conditions imposed by the applicable third-party payment service provider and are subject

to different terms and conditions and privacy practices which you should review independently.

- 21.3 Tally Tokens are valid for a period of 1 (one) month from the date of purchase and accordingly must be exchanged for Workspace Services within this period. We may, at our sole option, amend this period on notice to you.
- 21.4 Tally Tokens have no value except in relation to Workspace Services, are non-refundable and accordingly cannot be redeemed for cash.
- 21.5 Tally Tokens are non-transferable to any third party.
- 21.6 The purchase price of Tally Tokens may change and we will provide Members adequate notice of any price changes before they become effective. We determine the number of Tally Tokens to be exchanged for Workspace Services.