

# TAUS Human Language Project Workers Agreement

Thanks for registering to the TAUS Human Language Project Platform (hereafter “HLP Platform”). By registering on the HLP Platform and claiming tasks to work on data projects for TAUS, you as Human Language Project Worker (hereafter “HLP Worker”) accept to be bound by and comply with these terms and conditions.

This Agreement applies to the usage of the HLP platform and the processing of any related data/information.

## **a) ACCESS TO THE SITE**

1. **Registration.** Registration to the HLP Platform is personal. The HLP Worker agrees to only register her or himself and ensures that all information provided regarding his or her profile is correct, accurate and complete. You may not use multiple accounts to register for the HLP Platform. In case, your information is found false and fake at any stage of this agreement, TAUS shall reserve all rights to cancel your registration and to forfeit all the payments due against your account. The name associated with your HLP Platform account must not suggest any affiliation with us without TAUS authorization.

2. **Passwords and Account Use.** The secrecy and security of the HLP platform password is solely under the HLP Worker responsibility, as well as any action taken under his/her account. If a password is compromised it needs to be immediately changed. You may not permit any other person or entity to request or perform Tasks using your account. If you believe there is an error or unauthorized transaction or activity associated with your account, contact us immediately.

3. **Acceptance Test.** You might be required to perform a test to confirm if you qualify to participate in a specific project.

## **b) YOUR USE OF THE SITE**

1. **Tasks.** For purposes of these Terms and Conditions, "Tasks" means any service that a HLP Worker performs on the HLP Platform.

2. **Work for Hire.** Any work product from Tasks you perform as an HLP Worker is a "work made for hire" for the benefit of TAUS, and you (i) agree that all ownership rights, including all intellectual property rights, will vest with TAUS immediately upon your performance of those Tasks, and (ii) waive all moral or other proprietary rights that you may have in that work product.

3. **Independent Contractor.** HLP Worker performs Tasks for TAUS in their personal capacity as an independent contractor and not as an employee of TAUS. As an HLP Worker, you agree that:

(i) You are responsible for and will comply with all applicable laws and registration requirements, including those applicable to independent contractors and maximum working hours regulations.

(ii) This Agreement does not create an association, joint venture, partnership, franchise, or employer/employee relationship between you and TAUS. You will not represent yourself as an employee or agent of TAUS.

(iii) You will not be entitled to any of the benefits that TAUS may make available to its employees.

(iv) You are not eligible to recover worker's compensation benefits in the event of injury / death.

(v) You will not make copy/copies of the Task done by you in any form whether, backup in CDs, Floppy disks, Pen drives etc.

**4. Access and usage rights.** Your right to access and use the HLP Platform is limited to your use and you are only authorized to use it in connection with performing Tasks.

You will not assign/transfer the rights and obligations of this Agreement, in whole or in part, without the written prior consent of TAUS. In case of breach of this clause, this Agreement will be immediately terminated for cause (e.g., you have breached our Agreement) and your remaining account balance (if any) may be forfeited.

You may not use the HLP Platform for any other purposes or in any way that: (i) is unlawful; (ii) harms TAUS (e.g., to support any competing marketplace), or its customers, suppliers or other parties, as determined in our sole discretion; (iii) violates this Agreement; or (iv) could damage, disable, overburden, or impair the HLP Platform (or any network(s) connected to it), interferes with any other party's use of the HLP Platform, or otherwise undermines the integrity of the HLP Platform or any of its features. You may not use any data mining, robots, or similar data gathering or extraction tools on the HLP Platform.

**5. Compliance.** The HLP Platform may be used only for lawful purposes and in a lawful manner. In connection with the use of the HLP Platform, you will comply with all applicable laws, ordinances, rules, regulations, orders, licenses, permits, judgments, decisions, and other requirements of any governmental authority that has jurisdiction over you.

You represent and warrant that you are not subject to sanctions or otherwise

designated on any list of prohibited or restricted parties or owned or controlled by such a party, including but not limited to the lists maintained by the United Nations Security Council, the U.S. Government (e.g., the U.S. Department of Treasury's Specially Designated Nationals List and Foreign Sanctions Evaders List, and the U.S. Department of Commerce's Entity List), the European Union or its member states, or other applicable government authority.

We reserve the right to monitor or investigate any activity associated with the HLP Platform or your account, and take any action that we deem appropriate.

**6. Confidentiality and non disclosure.** Confidential Information shall include, but not be limited to, documents, records, information and data (whether verbal, electronic or written), drawings, models, apparatus, sketches, designs, schedules, product plans, marketing plans, technical procedures, manufacturing processes, analyses, compilations, studies, software, prototypes, samples, formulas, methodologies, formulations, patent applications, know-how, experimental results, specifications and other business information, relating to TAUS business, assets, operations or contracts, furnished to you in the course of your work contemplated in this Agreement, regardless of whether such Confidential Information has been expressly designated as confidential or proprietary.

Confidential Information also includes any and all analyses, compilations, work product, studies, and other materials prepared by or in the possession or control of the HLP Worker, which contain, include, refer to or otherwise reflect or are generated from any Confidential Information. Confidential Information may be provided in written, oral, electronic or other form.

**TAUS Information.** You may use information or other data acquired from your use of the HLP Platform solely as necessary to use the HLP Platform and for no other purpose. You may receive information relating to TAUS or the HLP Platform that is not known to the general public ("Confidential Information").

You agree that (i) all Confidential Information will remain our exclusive property, (ii) you will use Confidential Information only as is necessary for your

participation on the HLP Platform, (iii) you will not use any logo containing TAUS Logo or symbol on your letterhead, sign board, name plate, visiting card etc. and (iv) you will not otherwise disclose Confidential Information to any other person.

Unless you have received our express written permission, you may not issue any press release related to TAUS or your use of the HLP Platform.

**Your Information.** By visiting or registering for the HLP Platform, you authorize the collection, use, and disclosure of information in accordance with our Privacy & Cookies Policy. In addition, we may share certain information about you to other HLP Platform participants to facilitate the service relationship and improve the HLP Platform, including, for example, contact information, account numbers, feedback, ratings, and other attributes related to your use of the HLP Platform.

**7. Payment.** Tasks will be compensated based on the rate agreed between you and TAUS/TAUS Ambassadors (TAUS local representatives). Payment will be done either by TAUS or one of its Ambassadors on a regular basis.

The applicable payment option can vary per project, and will be communicated once you are found to be eligible for a project.

- Projects with direct payment by TAUS

Supported payment methods: PayPal, Stripe, TransferWise.

Payments will be processed in the HLP platform: on a regular basis, and if the minimum payable amount is reached, an invoice/payment request will be generated by our system for the HLP worker and payment will be processed upon approval. As HLP worker, you'll be responsible to keep your billing/payment information up to date at all times.

- Projects with payment handled by TAUS Ambassador

In this case, payments will be directly credited to the worker's bank account by TAUS Ambassador, as per account details provided by the HLP Worker.

In either of the above mentioned payment options, transfer costs are for the beneficiary's account. Transfer costs are outside TAUS' control and depend on many variables (country, bank, currency, etc). For more information on the applicable transfer cost please contact the relevant payment provider.

**8. Taxes.** You agree that it is your responsibility to determine any and all taxes and duties, including without limitation, sales, use, transfer, value added, and other taxes or duties assessed, incurred or required to be collected, or paid for any reason in connection with any performance of Tasks, or your use of the HLP Platform, or otherwise in connection with any action, inaction or omission of you or any affiliate of yours and to collect, withhold, report, and remit correct Taxes to the appropriate tax authority, and to otherwise be responsible for the collection and payment of any and all Taxes.

We may withhold and report on HLP Workers payments to taxing authorities. You agree that TAUS is not obligated to determine whether taxes apply and is not responsible to collect or remit any taxes arising from any transaction.

**9. Time Requirement.** You will not be required to follow or establish a regular or daily work schedule, but shall devote during the term of this Agreement the time, energy and skill as necessary to perform the services of this engagement and shall, periodically or at any time upon the request of the Company, submit information as to the amount of time worked and scope of task performed.

**10. Termination and Access Restriction.** We may terminate this Agreement, terminate or suspend your account and access to the HLP Platform, or remove any Task listings immediately without notice and for any reason. Upon any termination or suspension of this Agreement, your right to use the HLP Platform will cease, and you will not be able to retrieve any information related to your account.

Any approved task will be paid as per the normal payment terms. However, if we terminate this Agreement for cause (e.g., you have breached our Agreement)

your remaining account balance (if any) may be forfeited.

**11. Professional Responsibility.** Nothing in this Agreement shall be construed to interfere with or otherwise affect the rendering of services by the HLP worker in accordance with his or her independent and professional judgment. The HLP worker shall perform the services in a good and workmanlike manner and in accordance with generally accepted industry practices.

**12. Conflicts of Interest.** You as HLP worker shall not act as an agent for, consultant to, or as an officer, employee, or other representative of any subcontractor or supplier to TAUS. You shall not serve in any of the foregoing capacities for any of TAUS competitors or prospective competitors, without giving prior written notification to TAUS. The HLP Worker hereby warrants that there is no conflict of interest between his/her other employment, if any, or other contracts, if any, and the activities to be performed hereunder. The HLP Worker shall advise TAUS if a conflict of interest arises in the future.

**13. Other Terms.** This is merely an independent contractor Agreement and does not amount to appointment or right to any offer of appointment with TAUS. TAUS is free to engage any HLP Worker of its choice. The entrustment of work shall be at the sole discretion of the TAUS.

**14. Survival.** Your obligations of non-disclosure pursuant to the terms of this Agreement shall survive until all Confidential Information has been returned to TAUS or the destruction thereof has been certified to TAUS in writing.

**15. Injunctive relief.** HLP Worker understands and agrees that any use or dissemination of Confidential Information in violation of this Agreement will cause TAUS irreparable harm, and that monetary damages may not be a sufficient remedy for unauthorized use or disclosure of Confidential Information, and that TAUS may be left with no adequate remedy at law; therefore, TAUS shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction. Such remedies shall not be deemed to be the exclusive remedy for any breach of

this Agreement but shall be in addition to all other remedies available at law or in equity.

16. **Severability.** If a court of competent jurisdiction makes a final determination that any provision of this Agreement (or any portion thereof) is invalid, illegal or unenforceable for any reason whatsoever, and all rights to appeal the determination have been exhausted or the period of time during which any appeal of the determination may be perfected has been exhausted, (i) the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby; and (ii) to the fullest extent possible, the provisions of this Agreement shall be construed so as to give effect to the intent manifested by the provisions held invalid, illegal or unenforceable.

### **c) HLP TASKS EXECUTION**

1. **General.** As a TAUS HLP Worker, you agree that: (i) you will interact with TAUS in a professional manner, and provide reasonably requested information in connection with your performance on HLP Tasks; (ii) you will always comply to specific project requirements when performing any of the tasks on the HLP Platform; (iv) you will supply complete and accurate information for all Tasks you perform; (vi) TAUS may reject Tasks you perform for good cause.

2. **Tasks access.** HLP Workers have access only to tasks relevant to their skills as specified in the HLP Worker registration process.

HLP Workers can perform only a limited number of tasks at a time, and will have a time limit to submit a task. If the time limit is not respected, the task will be removed from the HLP Workers queue and will not be compensated.

These limitations may vary per project, please refer to the info on the HLP Platform for details on this.

3. **Performance evaluation.** We may implement mechanisms allowing us and others to track your tasks and/or your performance and rate your performance as



HLP Worker, and we reserve the right to collect that feedback related to you and to post that feedback on the HLP Platform. Based on this evaluation HLP Workers could be blacklisted and/or removed from our HLP Workers pool if performance is not up to TAUS standard.

Any task will need to be approved by TAUS to be eligible for payment. A task or parts of a task can be rejected due to quality issues, there will be no payment for the rejected (parts of) task(s). Also in case evidence of that a task does not comply to project specific requirements, the affected (parts of) task(s) are going to be rejected. Approval/rejection are solely at TAUS discretion.

The Task data input via the HLP Platform may be retained and used to improve the HLP Platform and other data related products and services offered by TAUS.

#### **d) GENERAL**

1. TAUS is located at the following address:

TAUS B.V.

Oosteinde 9-11

1483 AB De Rijp

The Netherlands

TAUS is registered at the Chamber of Commerce, Register Nr. 37147141.

Any questions about this Agreement or complaints about the HLP platform, should be addressed, in writing, to our Management Team at: [info@taus.net](mailto:info@taus.net)

2. Any additional terms and conditions you may propose are rejected, unless agreed otherwise in writing.

3. TAUS reserve the right to change any of the terms and conditions of this Agreement at any time and without notice. TAU therefore recommends that you review this Agreement from time to time.

4. This Agreement is governed by and construed in accordance with the law of the Netherlands. All disputes arising out of or in connection with it must be dealt with under the jurisdiction of the courts of The Netherlands.