



TERMS AND CONDITIONS FOR TALENT

PLEASE READ CAREFULLY BEFORE ACCESSING ANY SERVICES OR SOFTWARE FROM THIS WEBSITE

This licence agreement (“**Licence**”) is a legal agreement between you (“**Licensee**” or “**you**”) and Connecting for Talent Limited of 4 Parkside Court, Greenhough Road, Lichfield, Staffordshire WS13 7FE (“**Licensor**”, “**us**” or “**we**”) for:

- Connecting for Talent services and any data supplied with the services (“**Services**”);
- any online software applications provided as part of the Services, including access to the Connecting 4 Talent platform available at <https://connectingfortalent.co.uk> (“**Platform**”); and
- any online documents provided as part of the Services (“**Documents**”).

We license use of the Services, Platform and Documents to you on the basis of this Licence. We do not sell the Services, Platform or Documents to you. We, or our licensors, remain the owners of the Services, Platform and Documents at all times.

Operating system requirements: these services, platform and documents require a modern computer with a minimum of 4GB of memory and the Windows 10, macOS 10.13 (High Sierra) or a recent Linux distribution operation system (or later versions).

1 Licence

1.1 The following defined terms are used in this Licence:

- 1.1.1 **Good Industry Practice** means the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading company within the relevant industry or business sector.
- 1.1.2 **Licensee Data** means the data inputted by or on behalf of you, for the purpose of using or facilitating your use of the Services, Platform or Documents and any data generated by, or derived from your use of the Services, Platform or Documents, whether hosted or stored within the Services, Platform or Documents or elsewhere.
- 1.1.3 **Support Services** means the standard support services provided in relation to the Services and the Platform by or on behalf of the Licensor to you as set out in the Documents.
- 1.1.4 **Viruses** means any thing or device (including any software, code, file or programme) which may prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by rearranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.
- 1.1.5 **Vulnerability** means a weakness in the computational logic (for example, code) found in software and hardware components that, when exploited, results in a negative impact to confidentiality, integrity, or availability, and the term Vulnerabilities shall be construed accordingly.

1.2 In return for your agreeing to abide by the terms of this Licence, we grant to you a limited, non-exclusive, non-transferable, revocable licence, without the right to sublicense, to access and use the Services (and the Platform and the Documents in connection with the Services) in the UK on the terms of this Licence, solely in relation to the marketing of your professional services to organisations subscribed to the Platform.

1.3 You shall:

1.3.1 provide the Licensor with:

- (a) all necessary co-operation in relation to this Licence; and
- (b) all necessary access to such information as may be required by the Licensor,

to the extent required to provide the Services, Platform and Documents including but not limited to Licensee Data and security access information;

1.3.2 without affecting your other obligations under this Licence, comply with all applicable laws and regulations with respect to your activities under this Licence; and

1.3.3 ensure that your network and systems comply with the relevant specifications provided by the Licensor from time to time.

- 1.4 You shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all Licensee Data. You hereby license us to use the Licensee Data for:
- 1.4.1 the proper performance of the Services, including the provision of the Platform and the Documents;
 - 1.4.2 the purposes set out in our Privacy Notice as described in condition 9; and
 - 1.4.3 all other purposes relevant to the proper exercise of our rights and obligations under this Licence.
- 1.5 You undertake that:
- 1.5.1 you shall solely use the Services, Platform and Documents and shall do so only in accordance with the terms of this Licence; and
 - 1.5.2 you shall comply with all applicable technology control or export laws and regulations.
- 1.6 You shall have sole responsibility for any and all engagements or arrangements entered into with organisations subscribed to the Platform (although we do not guarantee that any such engagements or arrangements will arise from your use of the Services, Platform and Documents) and we shall have no liability or obligation whatsoever in relation to any such engagements or arrangements.

2 Restrictions

- 2.1 Except as expressly set out in this Licence or as permitted by any local law which is incapable of exclusion by agreement between the parties, you shall not:
- 2.1.1 attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Platform, Services and/or Documents (as applicable) in any form or media or by any means; or
 - 2.1.2 attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Platform or Services;
 - 2.1.3 access all or any part of the Services, Platform or Documents to build a product or service which competes with the Services, Platform or the Documents;
 - 2.1.4 use the Services, Platform or Documents to provide services to third parties;
 - 2.1.5 license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services, Platform or Documents available to any third party;
 - 2.1.6 attempt to obtain, or assist third parties in obtaining, access to the Services, Platform or Documents, other than as provided under this Licence; or
 - 2.1.7 share your password or account details with anyone else, and shall keep such password secure and confidential for your own use of the Services, Platform and Documents.
- 2.2 You shall not use the Services to:
- 2.2.1 distribute or transmit to the Licensor any Viruses or Vulnerability and shall implement procedures in line with Good Industry Practice to prevent such distribution or transmission;
 - 2.2.2 store, access, publish, disseminate, distribute or transmit any material which:
 - (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - (b) facilitates illegal activity;
 - (c) depicts sexually explicit images;
 - (d) promotes unlawful violence;
 - (e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
 - 2.2.3 is otherwise illegal or causes damage or injury to any person or property,
- and we reserve the right to remove any content in breach of this condition and to disable your access to the Services, Platform and Documents indefinitely.

3 Intellectual property rights

- 3.1 You acknowledge that all intellectual property rights in the Services, Platform and Documents anywhere in the world belong to us or our licensors, that rights in the Services, Platform and Documents are licensed (not sold) to you, and that you have no rights in, or to, the Services, Platform or the Documents other than the right to use them in accordance with the terms of this Licence.
- 3.2 You acknowledge that you have no right to have access to any Platform in source code form.

4 Limited warranty

- 4.1 We warrant that:
- 4.1.1 the Services and Platform will, when properly used and on an operating system for which it was designed, perform substantially in accordance with the functions described in the Documents; and
 - 4.1.2 that the Documents correctly describe the operation of the Services and Platform in all material respects.

- 4.2 If you notify us in writing of any defect or fault in the Services or Platform as a result of which it fails to perform substantially in accordance with the Documents, we will, at our sole option, either repair or replace the Services or Platform, provided that you make available all the information that may be necessary to help us to remedy the defect or fault, including sufficient information to enable us to recreate the defect or fault.
- 4.3 The warranty does not apply if the defect or fault in the Services or Platform results from you having used the Services, Platform or Documents in breach of the terms of this Licence.

5 **Limitation of liability**

- 5.1 You accept responsibility for the selection of the Services to achieve your intended results and acknowledge that the Services, Platform and Documents have not been developed or designed to meet or support any individual requirements you have, including any particular cybersecurity requirements you might be subject to, or any regulated activity that you may be engaged in, including the provision of an online intermediation service, an online search engine or service that facilitates online interaction between users (such as, but not limited to, a social media platform) (each a “**Regulated Activity**”). If you use the Services for any Regulated Activity you agree to comply with any requirements that apply to such Regulated Activity from time to time (including in any jurisdiction in which you operate or where the Regulated Activity is undertaken) and you shall defend, indemnify and hold us harmless against any loss or damage (including regulatory fines or penalties), costs (including legal fees) and expenses which we may suffer or incur as a result of your breach of this condition 5.1.
- 5.2 You shall have sole responsibility for any and all engagements or arrangements entered into with organisations subscribed to the Platform (although we do not guarantee that any such engagements or arrangements will arise from your use of the Services, Platform and Documents) and we shall have no liability or obligation whatsoever in relation to any such engagements or arrangements.
- 5.3 We only supply the Services, Platform and Documents for internal use by you, and you agree not to use the Services, Platform or Documents for any resale purposes.
- 5.4 We shall not in any circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Licence for:
- 5.4.1 loss of profits, sales, business, or revenue;
 - 5.4.2 business interruption;
 - 5.4.3 loss of anticipated savings;
 - 5.4.4 wasted expenditure;
 - 5.4.5 loss or corruption of data or information;
 - 5.4.6 loss of business opportunity, goodwill or reputation,
- where any of the losses set out in condition 5.4.1 to condition 5.4.6 are direct or indirect; or
- 5.4.7 any special, indirect or consequential loss, damage, charges or expenses.
- 5.5 Other than the losses set out in condition 5.4 (for which we are not liable), our maximum aggregate liability under or in connection with this Licence whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to £100. This maximum cap does not apply to condition 5.6.
- 5.6 Nothing in this Licence shall limit or exclude our liability for:
- 5.6.1 death or personal injury resulting from our negligence;
 - 5.6.2 fraud or fraudulent misrepresentation; or
 - 5.6.3 any other liability that cannot be excluded or limited by English law.
- 5.7 This Licence sets out the full extent of our obligations and liabilities in respect of the supply of the Services, Platform and Documents. Except as expressly stated in this Licence, there are no conditions, warranties, representations or other terms, express or implied, that are binding on us. Any condition, warranty, representation or other term concerning the supply of the Services and Documents which might otherwise be implied into, or incorporated in, this Licence whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law.
- 5.8 The Services, Platform and Documents are provided to you on an “as is” basis, and we do not warrant that your use of Services, Platform and Documents will be uninterrupted or error-free.

6 **Termination**

- 6.1 We may terminate this Licence immediately by written notice to you if you commit a material or persistent breach of this Licence which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so.
- 6.2 On termination for any reason:
- 6.2.1 all rights granted to you under this Licence shall cease;
 - 6.2.2 you must immediately cease all activities authorised by this Licence; and
 - 6.2.3 you must immediately and permanently delete or disable interfaces to the Services from all computer equipment in your possession, and immediately destroy, delete or return to us (at our option) all copies of the Documents and Platform then in your possession, custody or control and, in the case of destruction or deletion, certify to us that you have done so.

7 Communications between us

- 7.1 We may update the terms of this Licence at any time on notice to you in accordance with this condition 7. Your continued use of the Services, Platform and Documents following the deemed receipt and service of the notice under condition 7.3 shall constitute your acceptance to the terms of this Licence, as varied. If you do not wish to accept the terms of the Licence (as varied) you must immediately stop using and accessing the Services, Platform and Documents on the deemed receipt and service of the notice.
- 7.2 If we have to contact you, we will do so by email or by pre-paid post to the address you provided in accordance with your registration of the Services.
- 7.3 Any notice:
- 7.3.1 given by us to you will be deemed received and properly served 24 hours after it is first posted on our website, 24 hours after an email is sent, or three days after the date of posting of any letter; and
 - 7.3.2 given by you to us will be deemed received and properly served 24 hours after an email is sent, or three days after the date of posting of any letter.
- 7.4 In proving the service of any notice, it will be sufficient to prove, in the case of posting on our website, that the website was generally accessible to the public for a period of 24 hours after the first posting of the notice; in the case of a letter, that such letter was properly addressed, stamped and placed in the post to the address of the recipient given for these purposes; and, in the case of an email, that such email was sent to the email address of the recipient given for these purposes.

8 Events outside our control

- 8.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this Licence that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in condition 8.2.
- 8.2 An **Event Outside Our Control** means any act or event beyond our reasonable control, including without limitation failure of public or private telecommunications networks.
- 8.3 If an Event Outside Our Control takes place that affects the performance of our obligations under this Licence:
- 8.3.1 our obligations under this Licence will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control; and
 - 8.3.2 we will use our reasonable endeavours to find a solution by which our obligations under this Licence may be performed despite the Event Outside Our Control.

9 How we may use your personal information

Under data protection legislation, we are required to provide you with certain information about who we are, how we process the personal data of those individuals who use the Services, Platform and the Documents and for what purposes and those individuals' rights in relation to their personal data and how to exercise them. This information is provided on the bottom left of the website's Homepage ("**Privacy Policy**") and it is important that you read that information.

10 Other important terms

- 10.1 We may transfer our rights and obligations under this Licence to another organisation, but this will not affect your rights or our obligations under this Licence.
- 10.2 You may only transfer your rights or your obligations under this Licence to another person if we agree in writing.
- 10.3 This Licence and any document expressly referred to in it constitutes the entire agreement between us and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between us, whether written or oral, relating to its subject matter.
- 10.4 You acknowledge that in entering into this Licence you do not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Licence or any document expressly referred to in it.
- 10.5 You agree that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Licence or any document expressly referred to in it.
- 10.6 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 10.7 A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
- 10.8 Each of the conditions of this Licence operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.
- 10.9 This Licence, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both irrevocably agree to the exclusive jurisdiction of the courts of England and Wales.

You should print a copy of this Licence for future reference.