

## **Terms and conditions of use**

### **1. Introduction**

- 1.1. These terms and conditions govern your use of our website.
- 1.2. By using our website, you accept these terms and conditions in full; accordingly, if you disagree with these terms and conditions or any part of these terms and conditions, you must not use our website.
- 1.3. If you register with our website, submit any material to our website or use any of our website services, we will ask you to expressly agree to these terms and conditions.
- 1.4. Our website uses cookies; by using our website or agreeing to these terms and conditions, you consent to our use of cookies in accordance with the terms of our privacy and cookies policy.

### **2. Copyright notice**

- 2.1. Copyright (c) 2016 JOBOSMOS LTD.
- 2.2. Subject to the express provisions of these terms and conditions:
  - (a) we, together with our licensors, own and control all the copyright and other intellectual property rights in our website and the material on our website; and
  - (b) all the copyright and other intellectual property rights in our website and the material on our website are reserved.

### **3. Licence to use website**

- 3.1. You may:
  - (a) view pages from our website in a web browser;
  - (b) download pages from our website for caching in a web browser;
  - (c) print pages from our website;subject to the other provisions of these terms and conditions.
- 3.2. Except as expressly permitted by Section 3.1 or the other provisions of these terms and conditions, you must not download any material from our website or save any such material to your computer.
- 3.3. Except as expressly permitted by these terms and conditions, you must not edit or otherwise modify any material on our website.
- 3.4. Unless you own or control the relevant rights in the material, you must not:
  - (a) republish material from our website (including republication on another website);
  - (b) sell, rent or sub-license material from our website;
  - (c) show any material from our website in public;
  - (d) exploit material from our website for a commercial purpose; or
  - (e) redistribute material from our website.

3.5. We reserve the right to restrict access to areas of our website, or indeed our whole website, at our discretion; you must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on our website.

#### **4. Acceptable use**

4.1. You must not:

- (a) use our website in any way or take any action that causes, or may cause, damage to the website or impairment of the performance, availability or accessibility of the website;
- (b) use our website in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
- (c) use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
- (d) conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent;
- (e) access or otherwise interact with our website using any robot, spider or other automated means;
- (f) violate the directives set out in the robots.txt file for our website; or
- (g) use data collected from our website for any direct marketing activity (including without limitation email marketing, SMS marketing, telemarketing and direct mailing).

4.2. You must ensure that all the information you supply to us through our website, or in relation to our website, is true, accurate, current, complete and non-misleading.

#### **5. Use on behalf of organisation**

5.1. If you use our website or expressly agree to these terms and conditions in the course of a business or other organisational project, then by so doing you bind both:

- (a) yourself; and
- (b) the person, company or other legal entity that operates that business or organisational project,

to these terms and conditions, and in these circumstances references to "you" in these terms and conditions are to both the individual user and the relevant person, company or legal entity (unless the context requires otherwise).

#### **6. Jobseeker registration and accounts**

6.1. This Section 6 applies to you if you are a jobseeker.

- 6.2. You may register for an account with our website by completing and submitting the account registration form on our website, and clicking on the verification link in the email that the website will send to you.

## **7. Recruiter registration and accounts**

- 7.1. This Section 7 applies to you if you are a recruiter.
- 7.2. You may register for an account with our website by completing and submitting the account registration form on our website, and clicking on the verification link in the email that the website will send to you.
- 7.3. You must pay the fees specified on our website in relation to the services that you purchase, in accordance with Section 12.3.
- 7.4. Paid-for services will remain available for the relevant period specified on our website at the time of purchase, unless you pay the applicable account renewal fees.

## **8. User IDs and passwords**

- 8.1. If you register for an account with our website, you will be asked to choose a user ID and password.
- 8.2. Your user ID must not be liable to mislead and must comply with the content rules set out in Section 14; you must not use your account or user ID for or in connection with the impersonation of any person.
- 8.3. You must keep your password confidential.
- 8.4. You must notify us in writing immediately if you become aware of any disclosure of your password.
- 8.5. You are responsible for any activity on our website arising out of any failure to keep your password confidential, and may be held liable for any losses arising out of such a failure.

## **9. Cancellation and suspension of account**

- 9.1. We may:
  - (a) suspend your account;
  - (b) cancel your account; and/or
  - (c) edit your account details,

at any time in our sole discretion without notice or explanation, providing that if we cancel any services you have paid for and you have not breached these terms and conditions, we will refund to you a pro rata amount of your payment, such amount to be calculated by us using any reasonable methodology.

- 9.2. You may cancel your account on our website using your account control panel on the website. You will not be entitled to any refund if you cancel your account in accordance with this Section 9.2.

## **10. Jobseeker services**

- 10.1. Jobseekers who register with our website will have access to additional website areas and features. These may include:

- (a) a facility to upload a profile into our database;
  - (b) a facility to enable the jobseeker to browse the personalised database of job listings and to contact the recruiters;
  - (c) a facility to enable the jobseeker to receive email alerts, newsletters, and/or other email notifications from us;
  - (d) any other services specified on our website from time to time.
- 10.2. You acknowledge that we merely provide a facility to enable jobseekers and recruiters to get in touch and that we do not vet or monitor the recruiters who advertise on our website, and you agree that you will not hold us liable, or seek to hold us liable, in relation to any loss, damage or expense that you suffer arising out of the actions or omissions of a recruiter (subject to Section 17.1).
- 10.3. You must ensure that all the information you provide to us and to any registered recruiter via or in relation to our website is true, accurate, current, complete and not misleading, and you must keep such information up to date.
- 10.4. For the avoidance of doubt, any CV you upload or supply to us shall constitute "your content" for the purposes of Section 13 and Section 14.

## **11. Recruiter services**

- 11.1. Recruiters who register with our website will have access to additional website areas and features. These may include:
- (a) a facility to upload a profile into our database;
  - (b) a facility to enable the recruiter to browse the database of the jobseekers answering the job listing and to contact the jobseekers;
  - (c) a facility to enable the recruiter to receive email alerts, newsletters, and/or other email notifications from us;
  - (d) any other services specified on our website from time to time.
- 11.2. For the avoidance of doubt, any advertisements you upload or supply to us shall constitute "your content" for the purposes of Section 13 and Section 14.
- 11.3. You acknowledge that we merely provide a facility to enable jobseekers and recruiters to get in touch and that we do not vet or monitor the registered jobseekers who use our website, and you agree that you will not hold us liable, or seek to hold us liable, in relation to any loss, damage or expense that you suffer arising out of the actions or omissions of a jobseeker (subject to Section 17.1).
- 11.4. Recruiters undertake to ensure that all job advertisements that they submit to the website for publication are true, accurate, current, complete and non-misleading advertisements for bona fide jobs.
- 11.5. Recruiters must treat the information in our database of jobseekers as confidential, and must only use the database and information for the purpose of seeking candidates to fill bona fide jobs; and recruiters must not copy any information from the database or record or retain any information from the database or disclose to any third party any information from the database, except as strictly necessary for that purpose.

11.6. We warrant to recruiters that we will perform the paid-for recruiter services with reasonable care and skill.

11.7. We do not warrant that recruiters will receive any applications in relation to job advertisements; nor do we warrant that our database will hold information regarding jobseekers that are suitably qualified for the positions that recruiters require to be filled.

## **12. Fees**

12.1. The fees in respect of our website services will be as set out on the website from time to time.

12.2. You must pay to us the fees in respect of our website services, in cleared funds, in accordance with any instructions on our website.

12.3. We may vary fees from time to time by posting new fees on our website, but this will not affect fees for services that have been previously paid.

12.4. If you owe us any amount under or relating to these terms and conditions, we may suspend or withdraw the provision of services to you.

## **13. Your content: licence**

13.1. In these terms and conditions, "your content" means all works and materials (including without limitation text, graphics, images, audio material, video material, audio-visual material, scripts, software and files) that you submit to us or our website for storage or publication on, processing by, or transmission via, our website.

13.2. You grant to us a worldwide, irrevocable, non-exclusive, royalty-free licence to reproduce, store and publish your content on and in relation to this website and any successor website.

13.3. You grant to us the right to sub-license the rights licensed under Section 13.2.

13.4. You grant to us the right to bring an action for infringement of the rights licensed under Section 13.2.

13.5. You may edit your content to the extent permitted using the editing functionality made available on our website.

13.6. Without prejudice to our other rights under these terms and conditions, if you breach any provision of these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may delete, unpublish or edit any or all of your content.

## **14. Your content: rules**

14.1. You warrant and represent that your content will comply with these terms and conditions.

14.2. Your content must not be illegal or unlawful, must not infringe any person's legal rights, and must not be capable of giving rise to legal action against any person (in each case in any jurisdiction and under any applicable law).

14.3. Your content, and the use of your content by us in accordance with these terms and conditions, must not:

- (a) be libellous or maliciously false;

- (b) be obscene or indecent;
- (c) infringe any copyright, moral right, database right, trade mark right, design right, right in passing off, or other intellectual property right;
- (d) infringe any right of confidence, right of privacy or right under data protection legislation;
- (e) constitute negligent advice or contain any negligent statement;
- (f) constitute an incitement to commit a crime, instructions for the commission of a crime or the promotion of criminal activity;
- (g) be in contempt of any court, or in breach of any court order;
- (h) be in breach of racial or religious hatred or discrimination legislation;
- (i) be blasphemous;
- (j) be in breach of official secrets legislation;
- (k) be in breach of any contractual obligation owed to any person;
- (l) depict violence, in an explicit, graphic or gratuitous manner;
- (m) be pornographic;
- (n) be untrue, false, inaccurate or misleading;
- (o) consist of or contain any instructions, advice or other information which may be acted upon and could, if acted upon, cause illness, injury or death, or any other loss or damage;
- (p) constitute spam; or
- (q) be offensive, deceptive, fraudulent, threatening, abusive, harassing, anti-social, menacing, hateful, discriminatory or inflammatory.

14.4. You must not use our website to link to any website or web page consisting of or containing material that would, were it posted on our website, breach the provisions of these terms and conditions.

14.5. You must not submit to our website any material that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

## **15. Report abuse**

15.1. If you learn of any unlawful material or activity on our website, or any material or activity that breaches these terms and conditions, please let us know.

15.2. You can let us know by email.

## **16. Limited warranties**

16.1. We do not warrant or represent:

- (a) the completeness or accuracy of the information published on our website;
- (b) that the material on the website is up to date; or

(c) that the website or any service on the website will remain available.

16.2. We reserve the right to discontinue or alter any or all of our website services, and to stop publishing our website, at any time in our sole discretion without notice or explanation; and save to the extent that these terms and conditions expressly provide otherwise, you will not be entitled to any compensation or other payment upon the discontinuance or alteration of any website services, or if we stop publishing the website.

16.3. To the maximum extent permitted by applicable law and subject to Section 17.1, we exclude all representations and warranties relating to the subject matter of these terms and conditions, our website and the use of our website.

## **17. Limitations and exclusions of liability**

17.1. Nothing in these terms and conditions will:

- (a) limit or exclude any liability for death or personal injury resulting from negligence;
- (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
- (c) limit any liabilities in any way that is not permitted under applicable law; or
- (d) exclude any liabilities that may not be excluded under applicable law.

17.2. The limitations and exclusions of liability set out in this Section 17 and elsewhere in these terms and conditions:

- (a) are subject to Section 17.1; and
- (b) govern all liabilities arising under these terms and conditions or relating to the subject matter of these terms and conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

17.3. We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.

17.4. We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

17.5. We will not be liable to you in respect of any loss or corruption of any data, database or software.

17.6. We will not be liable to you in respect of any special, indirect or consequential loss or damage.

## **18. Breaches of these terms and conditions**

18.1. Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may:

- (a) send you one or more formal warnings;
- (b) temporarily suspend your access to our website;

- (c) permanently prohibit you from accessing our website;
- (d) block computers using your IP address from accessing our website;
- (e) contact any or all your internet service providers and request that they block your access to our website;
- (f) commence legal action against you, whether for breach of contract or otherwise; and/or
- (g) suspend or delete your account on our website.

18.2. Where we suspend or prohibit or block your access to our website or a part of our website, you must not take any action to circumvent such suspension or prohibition or blocking (including without limitation creating and/or using a different account).

### **19. Third party websites**

19.1. Our website includes hyperlinks to other websites owned and operated by third parties; such hyperlinks are not recommendations.

19.2. We have no control over third party websites and their contents, and subject to Section 17.1 we accept no responsibility for them or for any loss or damage that may arise from your use of them.

### **20. Trade marks**

20.1. Our logos and our other registered and unregistered trade marks are trade marks belonging to us; we give no permission for the use of these trade marks, and such use may constitute an infringement of our rights.

20.2. The third party registered and unregistered trade marks or service marks on our website are the property of their respective owners and, unless stated otherwise in these terms and conditions, we do not endorse and are not affiliated with any of the holders of any such rights and as such we cannot grant any licence to exercise such rights.

### **21. Variation**

21.1. We may revise these terms and conditions from time to time.

21.2. The revised terms and conditions will apply to the use of our website from the date of their publication on the website, and you hereby waive any right you may otherwise have to be notified of, or to consent to, revisions of the terms and conditions.

### **22. Assignment**

22.1. You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions.

22.2. You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these terms and conditions.

### **23. Severability**



23.1. If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.

23.2. If any unlawful and/or unenforceable provision of these terms and conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

#### **24. Third party rights**

24.1. These terms and conditions are for our benefit and your benefit, and are not intended to benefit or be enforceable by any third party.

24.2. The exercise of the parties' rights under these terms and conditions is not subject to the consent of any third party.

#### **25. Entire agreement**

25.1. Subject to Section 17.1, these terms and conditions, together with our privacy and cookies policy, constitute the entire agreement between you and us in relation to your use of our website and supersede all previous agreements between you and us in relation to your use of our website.

25.2. Law and jurisdiction

25.3. These terms and conditions shall be governed by and construed in accordance with English law.

25.4. Any disputes relating to these terms and conditions shall be subject to the non-exclusive jurisdiction of the courts of England.

#### **26. Statutory and regulatory disclosures**

26.1. We will specify on the website or elsewhere in these terms and conditions the different technical steps you must follow to conclude a contract under these terms and conditions, and also the technical means for identifying and correcting input errors prior to the placing of your order.

26.2. We will not file a copy of these terms and conditions specifically in relation to each user or customer and, if we update these terms and conditions, the version to which you originally agreed will no longer be available on our website. We recommend that you consider saving a copy of these terms and conditions for future reference.

26.3. These terms and conditions are available in the English language only.

#### **27. Our details**

27.1. This website is owned and operated by JOBOMOS LTD.

27.2. We are registered in England and Wales under registration number 09926753, and our registered office is at International House, 24 Holborn Viaduct, London.