

TERMS OF WEBSITE USE POLICY

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THE SITE

Terms of website use

This terms of use (together with the documents referred to in it) tells you the terms of use (and limits) on which you may make use of our websites **www.youhrconsultancy.co.uk & www.youhracademy.com** (our **sites**), whether as a guest or a registered user. Use of our sites includes accessing, browsing, or registering to use our sites.

Please read these terms of use carefully before you start to use our sites, as these will apply to your use of our sites. We recommend that you print a copy of this for future reference.

By using our sites, you confirm that you accept these terms of use and that you agree to comply with them.

If you do not agree to these terms of use, you must not use our sites.

Other applicable terms

These terms of use refer to the following additional terms, which also apply to your use of our sites:

- Our Privacy Policy, which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our sites, you consent to such processing and you warrant that all data provided by you is accurate. This Policy also includes our information about the cookies on our sites

Information about us

www.youhrconsultancy.co.uk & www.youhracademy.com are sites operated by You HR Consultancy Limited ("We"). We are registered in England and Wales under company number 7337493 and have our registered office at You HR Consultancy Limited, Fugro House, Hithercroft Road, Wallingford, Oxfordshire OX10 9RB. Our main trading address is You HR Consultancy, Fugro House, Hithercroft Road, Wallingford, Oxfordshire OX10 9RB. Our VAT number is 104 1104 90.

We are a Limited company regulated by ICO (data and information), CIPID – HR Practice & ILM – Maintaining Standards and Accreditation.

Changes to our sites

We may update our sites from time to time and may change the content at any time. However, please note that any of the content on our sites may be out of date at any given time, and we are under no obligation to update it.

We do not guarantee that our sites, or any content on them, will be free from errors or omissions.

You can make recommendations or request that we update / maintain content on our sites on an annual basis. Any changes you require us to make that take longer than one hour per month to undertake, will be billed to you for time worked.

Accessing our sites

Our sites are made available to you as per the agreed scope of work delivered to you and confirmed in our letter of engagement.

We do not guarantee that our sites, or any content on them, will always be available or be uninterrupted. Access to our sites is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our sites without notice. We will not be liable to you if for any reason our sites are unavailable at any time or for any period. Access to our sites will be agreed and stated in the Scope of Work agreed with you.

You are responsible for making all arrangements necessary for you to have access to our sites.

You are also responsible for ensuring that all persons who access our sites through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

Our sites are directed to people residing in the United Kingdom. We do not represent that content available on or through our sites is appropriate or available in other countries. We may limit the availability of our sites or any service or product described on our sites to any person or geographic area at any time. If you choose to access our sites from outside the United Kingdom, you do so at your own risk.

You are required to advise us of any specific arrangements you need to have in place to securely access our websites. We will be willing to consider adjustments to our systems, where you require, that further protect and preserve your access, however, we will not be liable for any costs for physical resources of time required to make the necessary adjustments.

Prohibited uses

You may use our sites only for lawful purposes. You may not use our sites:

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm others in any way.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards.
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).

- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programmes or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of our sites in contravention of the provisions of our Terms of Website Use Policy.
- Not to access without authority, interfere with, damage or disrupt:
 - any part of our sites;
 - any equipment or network on which our sites are stored;
 - any software used in the provision of our sites; or
 - any equipment or network or software owned or used by any third party.

Interactive services

We may from time to time provide interactive services on our sites, including, without limitation:

- On Line Forums
- Bulletin Boards
- Blogs

Where we do provide any interactive service, we will provide clear information to you about the kind of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical).

We will do our best to assess any possible risks for users (and in particular, those protected under safeguarding) from third parties when they use any interactive service provided on our sites, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any interactive service we provide on our sites, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards, whether the service is moderated or not.

Your account, password, data and information

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

Your personal data held on our sites will not be used for marketing purposes. We will, to comply with Data Protection (*including General Data Protection Regulations*), maintain a record of the personal data that we hold for you which includes: Your Name and Your email address, we do not hold on our sites any personal sensitive data.

The data we hold on our platforms (*platform for the app is hosted by FortRabbit in Berlin, Germany and Amazon SES hosts the You HR Academy, based in Ireland*):

- may be held within the EEA (*European Economic Area*)
- is grouped by clients (*and any sub-categorising*)
- is stored for a period agreed with each client as part of the work scoped
- will be used to report to clients on end user progress

If you know or suspect that anyone other than you know your user identification code or password, you must promptly notify us at alice@youhr.co.uk.

We will keep records of any data breaches and notify clients, where relevant advising on the appropriate improved data protection by design and default. We will notify the supervising authority, without undue delay and no later than 72 hours after we have been made aware of the breach.

Intellectual property rights

We are the owner or the licensee of all intellectual property rights in our sites, and in the material published on them. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may for learning and educational purposes print off one copy, and may download extracts, of any page(s) from our sites for your personal use and you may draw the attention of others within your organisation to content posted on our sites.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our sites must always be acknowledged.

You must not use any part of the content on our sites for commercial purposes without obtaining a license to do so from us or our licensors.

If you print off, copy or download any part of our sites in breach of these terms of use, your right to use our sites will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

Reliance on information

The content on our www.youhrconsultancy.co.uk site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action based on the content on this site.

Although we make reasonable efforts to update the information on this site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up-to-date.

The content on our www.youhracademy.com site has been developed to ensure (to the best of our endeavors) to be accurate and relevant across the platform.

Limitation of our liability

Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our sites or any content on them, whether express or implied.

We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, our sites; or
- use of or reliance on any content displayed on our sites.

If you are a business user, please note that in particular, we will not be liable for:

- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programmes, data or

other proprietary material due to your use of our site or to your downloading of any content on it, or on any website linked to it.

We assume no responsibility for the content of websites linked on our sites. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

Uploading content to our site

Whenever you make use of a feature that allows you to upload content to our www.youhracademy.com site, or to make contact with other users of our site, you must comply with the content standards set out below.

These content standards apply to any and all material which you contribute to our sites (**contributions**), and to any interactive services associated with it.

You must comply with the spirit and the letter of the following standards. The standards apply to each part of any contribution as well as to its whole.

Contributions must:

- Be accurate (where they state facts).
- Be genuinely held (where they state opinions).
- Comply with applicable law in the UK and in any country from which they are posted.

Contributions must not:

- Contain any material which is defamatory of any person.
- Contain any material which is obscene, offensive, hateful or inflammatory.
- Promote sexually explicit material.
- Promote violence.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Contravene any legislation or regulation
- Infringe any copyright, database right or trade mark of any other person.
- Be likely to deceive any person.
- Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal activity.

- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.
- Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
- Give the impression that they emanate from us, if this is not the case.
- Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.
- Contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement of, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism.

You warrant that any such contribution shall comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty.

Any content you upload to our site will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us [and other users of the Site] a limited license to use, store and copy that content and to distribute and make it available to third parties. The rights you license to us are described in the next paragraph (Rights you license).

We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy.

We will not be responsible, or liable to any third party, for the content or accuracy of any content posted by you or any other user of our site.

We have the right to remove any posting you make on our site if, in our opinion, your post does not comply with the content standards set out in this policy.

The views expressed by other users on our sites do not represent our views or values.

You are solely responsible for securing and backing up your content.

Rights you license

When you upload or post content to our www.youhracademy.com site, you grant the following licenses:

- A UK, non-exclusive, royalty-free, transferable licence to use, display, and perform that content in connection with the services provided by our site and across different media and to promote the site or services; and

- A UK, non-exclusive, royalty-free, transferable license to allow third parties to use the content for their educational purposes.

We may transfer our rights and obligations under this agreement to another organisation, but this will not affect your rights or our obligations under this agreement.

You may only transfer your rights or obligations under this agreement to another person if we agree in writing.

We will only ever use your materials to carry out your instructions to us – unless, very exceptionally, a court or other regulator orders us to disclose them.

Viruses

We do not guarantee that our sites will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform in order to access our sites. You should use your own virus protection software.

You must not misuse our sites by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our sites, the server on which our sites are stored, or any server, computer or database connected to our sites. You must not attack our sites via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities, and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our sites will cease immediately.

Linking to our sites

You may link to our home pages, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our sites in any website that is not owned by you.

Our sites must not be framed on any other site, nor may you create a link to any part of our sites other than the home page.

We reserve the right to withdraw linking permission without notice.

The website in which you are linking must comply in all respects with the content standards set out in this policy.

If you wish to make any use of content on our sites other than that set out above, please contact alice@youhr.co.uk.

Third party links and resources in our sites

Where our sites contain links to other sites and resources provided by third parties, these links are provided for your information only.

We have no control over the contents of those sites or resources and would require approval from clients of any resources/links that are to be used that have not been sourced by You HR Consultancy.

Applicable law

If you are a consumer, please note that these terms of use, its subject matter and its formation, are governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these terms of use, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

Suspension and termination

We will determine, at our discretion, whether there has been a breach of this policy through your use of our sites. When a breach of this policy has occurred, we may take such action as we deem appropriate.

Failure to comply with this acceptable use policy constitutes a material breach of the terms of use upon which you are permitted to use our sites, and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use our sites.
- Immediate, temporary or permanent removal of any posting or material uploaded by you to our site.
- Issue of a warning to you.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

We exclude liability for actions taken in response to breaches of this acceptable use policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

Changes to the policy

We may revise this policy at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make, as they are legally binding on you. Some of the provisions contained in this policy may also be superseded by provisions or notices published elsewhere on our sites

Contacting us

If you wish to contact us in writing, or if any condition in this EULA requires you to give us notice in writing, you can send this to us by e-mail to alice@youhr.co.uk. If we have to contact you or give you notice in writing, we will do so by e-mail to the email address you provided to us as your key account manager.

Thank you for visiting our site.

Date of Issue: February 2019