

## SKYPATH TERMS AND CONDITIONS

THIS DOCUMENT SETS OUT THE TERMS AND CONDITIONS (“TERMS”) ON WHICH SKYPATH LIMITED (COMPANY NO. 04092174) OF DUKESBRIDGE HOUSE, 23 DUKE STREET, READING, RG1 4SA (“SKYPATH”, “WE”, “US” OR “OUR”) PROVIDES YOU (“YOU” OR “YOUR”) WITH CERTAIN SERVICES THROUGH ITS WEBSITE [WWW.SKYPATH.CO.UK](http://WWW.SKYPATH.CO.UK) (“WEBSITE”).

PLEASE READ THESE TERMS BEFORE USING THE WEBSITE AND THE SERVICES. YOU ACKNOWLEDGE AND AGREE THAT BY USING THE WEBSITE AND/OR SUBMITTING AN APPLICATION FOR AN ADVERTISED JOB, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT ACCEPT THESE TERMS, YOU WILL NOT BE ABLE TO USE THE WEBSITE AND THE SERVICES.

### 1 THE WEBSITE

- 1.1 The Website is owned and managed by Skypath Limited (Company No. 04092174) of Dukesbridge House, 23 Duke Street, Reading, RG1 4SA.
- 1.2 We will provide You with access to the Website and the services free of charge in consideration for Your compliance with these Terms. The services (“Services”) will be as described on the Website.
- 1.3 By using the Website, You warrant and represent that:
  - 1.3.1 You are at least 18 years old. If You are under the age of 18, You should ask a parent or guardian over the age of 18 to enter into these Terms on Your behalf. As a parent or guardian of someone under the age of 18, You are responsible for ensuring that person’s use of the Website and/or Services is in accordance with these Terms.
  - 1.3.2 You are legally capable of entering into binding contracts; and
  - 1.3.3 You are not in any way prohibited by the applicable law in the jurisdiction in which You are currently located to enter into these Terms.
- 1.4 Your contract to use the Services (“**Contract**”) commences on the date of your first use of the Website.
- 1.5 We reserve the right to conduct verification and security procedures in respect of all information provided by You to Us. If We have reason to believe that the information provided by You to register and use any of the Services or Your use of the Website breaches or is likely to breach any of the provisions in these Terms, We in Our sole discretion may take any action that it deems appropriate including without limitation, to terminate the Contract and delete Your Submission(s).
- 1.6 We may from time to time add, modify, suspend or cease (temporarily or permanently) the provision of any element of the Services on notice to You.
- 1.7 We shall have no obligation to notify You in the event of an unplanned service downtime. In the event of a planned service downtime in respect of the Services or the Website, We shall use its reasonable endeavours to notify You in advance provided that We are able to do so.

### 2 OBLIGATIONS OF ALL WEBSITE USERS

- 2.1 You shall keep Your Submissions (defined in clause 2.2 below) safe and secure to ensure that they are not used without Your permission. You must immediately notify us if You have reason to believe that there has been unauthorised use or access. You shall be solely responsible and liable for any breaches of these Terms arising out of or resulting from use of Your Submissions or other use of your login details to access the Services and/or the Website, whether such use is authorised by You or not.

- 2.2 You shall procure that Your use of the Services and/or the Website, including the submission of any CV or other application information or any images, videos, audio, files, links to external website, information and all other material of all format (“**Your Submissions**”):
- 2.2.1 comply with all applicable laws and legislations;
  - 2.2.2 do not infringe any intellectual property rights or other proprietary rights of any third party;
  - 2.2.3 are not reasonably deemed to be offensive, illegal, inappropriate or in any way:
    - (i) be offensive, illegal, inappropriate or in any way;
    - (ii) promote racism, bigotry, hatred or physical harm of any kind against any group or individual;
    - (iii) harass or advocate harassment of another person;
    - (iv) display pornographic or sexually explicit material;
    - (v) promote any conduct that is abusive, threatening, obscene, defamatory or libellous;
    - (vi) promote any illegal activities;
    - (vii) provide instructional information about illegal activities, including violating someone else’s privacy or providing or creating computer viruses;
    - (viii) promote or contain information that you know or believe to be inaccurate, false or misleading;
    - (ix) engage in the promotion of contests, sweepstakes and pyramid schemes, without our prior written consent;
    - (x) exploit people in a sexual or violent manner;
    - (xi) invade or violate any third party’s right to privacy; and
    - (xii) transmit “junk mail”, or “chain letters”, or unsolicited mass mailing, messaging or “spamming”.
- 2.3 Unless otherwise notified to You by Us, We do not verify the accuracy and completeness of, or edit, any of Your Submissions or any other information and materials created and used by You on the Website to determine whether they may result in any liability to any third party. You hereby warrant that You have the right to use all such information and material.
- 2.4 You shall not:
- 2.4.1 at any time use the Services and/or the Website with the purpose of impersonating another User or person; or
  - 2.4.2 use the information made available to You through Your use of the Services and/or the Website for any purpose other than for the purposes of using the Services as expressly contemplated by Us; or
  - 2.4.3 do anything whatsoever which shall or is likely to impair, interfere with, or cause harm or distress to any persons using the Services and/or the Website or in respect of the network.
- 2.5 In certain circumstances We may choose to instigate legal proceedings as appropriate if there is illegal use of the Services and/or the Website, or to disclose information to any third party who is claiming that any material posted or uploaded by You to our site constitutes a violation of their intellectual property rights or of their right to privacy. You shall promptly notify Us if You are aware of any suspected breaches of these terms by Employers or other users.

### **3 TERMS FOR CANDIDATES**

The terms in this clause 3 apply to candidates using the Website and/or Services to search for a job (“Candidate”).

- 3.1 You start to use the Services when You submit your application, CV or any other information to Us by any means that We provide for submitting an application

- 3.2 We will keep confidential all information submitted and stored by You using the Service, except that:
- 3.2.1 You agree and acknowledge that we may submit any details that you have provided to us to one or more potential employers (“Employers”) in respect of an advertised job for which you have applied. We shall not be liable for any alleged breaches of confidentiality and/or privacy, where such alleged breaches arise out of or in connection with the submission of your details to Employers; and
  - 3.2.2 We may disclose Your information to any third party where we are required to do so due to legal and/or statutory requirements.
- 3.3 You hereby grant Us a non-exclusive, perpetual, irrevocable, worldwide licence to make Your Submissions available to the Employer that advertised the job that you applied to.
- 3.4 You shall at all times use the Services and the Website in accordance with these Terms and strictly for Your sole personal use only.
- 3.5 In using the Services, You shall:
- 3.5.1 where applicable, provide all information reasonably requested by Employer(s) including without limitation, Your qualifications, training and experience and confirmation that You have the right to work in the relevant jurisdiction;
  - 3.5.2 take care not to breach the provisions in Your existing employment contract or any other contractual obligations You may have when You apply for an advertised job; and
  - 3.5.3 immediately notify Us in the event You have any reason to believe or suspect that a user has breached any of its Terms or that any of the advertised jobs posted by an Employer is not genuine, false, inaccurate and/or incomplete.
- 3.6 You acknowledge and agree that when You use the Services, We do not guarantee that You will:
- 3.6.1 find advertised jobs suitable to Your specific qualifications, training and experiences;
  - 3.6.2 secure any interest from any prospective Employers;
  - 3.6.3 achieve any specific results whatsoever.
- 3.7 You further agree that We do not warrant or guarantee:
- 3.7.1 the completeness and accuracy of any advertised job posted on the Website;
  - 3.7.2 that any advertised jobs are genuine; or
  - 3.7.3 the identity of the Employers using the Website.
- 3.8 Any contractual arrangements for an advertised job shall be separately negotiated and entered into by You and the Employer directly. You acknowledge and agree that such contractual arrangements are between You and the Employer, and We are not liable for any loss or damage suffered by You resulting from a dispute arising from such arrangements, and you release and hold Us harmless from any such loss or damage or any liability in relation to any such dispute.

#### **4 TERMINATION**

- 4.1 You may terminate Your Contract by ceasing all use of the Services and the Website.

- 4.2 We shall be entitled to suspend and/or terminate Your access and use of the Website and/or the Services:
- 4.2.1 if Our network providers and suppliers cease providing Us with their services;
  - 4.2.2 if We have reason to believe that You have breached any of the provisions under these Terms; or
  - 4.2.3 if We have reason to believe that You fail to comply with the applicable laws and legislation.
- 4.3 Upon termination of Your Contract in accordance with clause 4.1 or clause 4.2, You shall no longer be permitted to access the Website and/or the Services.

## **5 WARRANTIES**

- 5.1 You hereby warrant that You agree to abide by the rules and code of conduct of use, and any reasonable directions relating to the Website, as may be provided to You by Us from time-to-time. We rely on other service providers (such as network provider, data centres, telecommunication providers) to make the Services and the Website available to You. Whilst We take all reasonable steps available to it to provide You with a good level of service, We do not guarantee that such service shall be fault free or uninterrupted at all times. We therefore shall not be liable in any way for any losses You may suffer as a result of delays or failures of the Services and Website as a result of Our service providers.
- 5.2 Except as expressly set out herein, to the maximum extent permitted by law, We expressly exclude all representations, warranties, obligations and liabilities in connection with the Services and the Website, including but not limited to the warranties of merchantability, non-infringement of intellectual property, accuracy, completeness, fitness for a particular purpose, and any warranties arising by statute or otherwise in law or from course of dealing, course of performance, or use of trade are hereby excluded and disclaimed.
- 5.3 All information and content available on the Website is provided to You “as is” and You agree that any use made by You of such content shall be strictly at Your own risk. We recommend that You do not rely on such information in making or refraining from making a decision or to embark on a specific course of action.
- 5.4 We may display links to third party websites and third party advertising banners on the Website. However, We shall not be responsible and do not accept any liability for the content and Your use of such third party links and advertising banners.

## **6 LIMITATION OF LIABILITY**

- 6.1 Subject to Clause 6.2, We will not be liable for losses that result from Our failure to comply with these terms and conditions that fall into the following categories:
- 6.1.1 consequential, indirect or special losses;
  - 6.1.2 loss of income or revenue;
  - 6.1.3 loss of business;
  - 6.1.4 loss of profits;
  - 6.1.5 loss of anticipated savings;
  - 6.1.6 loss of data; or
  - 6.1.7 waste of management or office time.

However, this Clause 6.1 will not prevent claims for loss of or damage to Your tangible property that is foreseeable or any other claims for direct loss that are not excluded under Clause 6.1.1 to 6.1.7 inclusive.

- 6.2 Nothing in these Terms and Conditions excludes or limits Our liability for:
- 6.2.1 death or personal injury caused by our negligence;

- 6.2.2 fraud or fraudulent misrepresentation;
- 6.2.3 any breach of the obligations imposed by section 12 of the Sale of Goods Act 1979; or
- 6.2.4 any other matter for which it would be illegal for Us to exclude or attempt to exclude our liability.

## **7 INTELLECTUAL PROPERTY RIGHTS**

- 7.1 We and Our licensors own all rights in the intellectual property rights relating to the Services and the Website. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 7.2 You may print off one copy and You may download extracts of any pages from the Website solely for Your personal use.
- 7.3 You must not use any part of any information provided to you by Employers or other users and all materials on the Website for any purpose other than accessing the Website or obtaining a benefit from the Services in accordance with these Terms.

## **8 COMPLAINTS**

- 8.1 If You wish to lodge a complaint about the Website, the Services or another user for breaching any of these Terms and in particular, the terms under clause 4, You may do so by sending Us details of Your complaint by emailing us at [contact@skypath.co.uk](mailto:contact@skypath.co.uk). We will use Our reasonable endeavours to respond to Your complaints within a reasonable time.

## **9 DATA PROTECTION AND PRIVACY POLICY**

- 9.1 You and Us shall comply with the Data Protection Act 1998 and all other successor legislation and regulation in the performance of the obligations set out under these Terms.
- 9.2 We Process Your personal data (as such term is defined in the Data Protection Act 1998) in accordance with its standard Privacy Policy which is accessible on the Website.
- 9.3 We may use third party services to collect publicly available information relating to you. We may provide your e-mail address to an automated service that collects and compiles publicly available contact and social information related to you, such as photos, social network profile URLs. This information will be visible to the Employer, clearly marked to indicate that it was collected automatically and not provided/verified by You. The Employer may opt out of collecting this information.

## **10 GENERAL**

- 10.1 If We fail at any time to insist upon strict performance of its obligations under these Terms, or if it fails to exercise any of the rights or remedies to which it is entitled to under these Terms, this will not constitute a waiver of any such rights or remedies and shall not relieve You from compliance with such obligations. No waiver by Us of any of these Terms shall be effective unless it is expressly stated to be a waiver and is communicated to You in writing.
- 10.2 All notification and communication to Us should be sent to the contact details made available to You on the Website.
- 10.3 If any of these Terms are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent, be severed from the remaining terms, conditions and provisions which shall continue to be valid to the fullest extent permitted by law.
- 10.4 These Terms represent the entire agreement between You and Us in respect of Your use of the Website and shall supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

- 10.5 You acknowledge that in entering into these Terms, You have not relied on any representations, undertaking or promise given by or implied from anything said or written whether on the Website, the Internet or in negotiation between us except as expressly set out in these Terms.
- 10.6 We reserve the right to modify these Terms at any time. Any changes we may make to this document in the future will be notified and made available to You using the Website.
- 10.7 These Terms shall be governed by and construed in accordance with English law and are subject to the non-exclusive jurisdiction of English courts. If You live outside the UK, English law shall apply only to the extent that it does not deprive You of any legal protection accorded under the law of the place where You are habitually resident. If English law deprives You of any legal protection which is accorded to You under Your local law, these terms will be governed by Your local law and any dispute or claim arising out of or in connection with these Terms shall be subject to the non-exclusive jurisdiction of the courts where You are habitually resident. We retain the right to bring proceedings against You for breach of these Terms in Your country of residence or any other relevant country.