

# Terms of Service

Version 2.4



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# Introduction

When you use great{with}talent, these are the terms of service.

Your use of great{with}talent's products and services (the "Service") is subject to these Terms of Service ("Terms"). In order to use the Service, you must agree to be bound by these terms of service ("Agreement") with GreatWithTalent Ltd ("GWT"). If you do not agree to all terms of this agreement, you may not use the Service.

You indicate your agreement to the Terms by clicking or tapping on a button indicating your acceptance of these Terms, by executing a document that references them, or by using the Service.

If you will be using the Service on behalf of an organisation, you agree to the Terms on behalf of that organisation and you represent that you have the authority to do so. In such case, "you" and "your" will refer to that organisation.

## 1. Fees and Payments

### 1.1. Fees for Services.

You agree to pay to GWT any fees for each Service you purchase or use in accordance with the pricing and payment terms ("Proposal or Order Confirmation") presented to you (via the product website, email, proposal, order confirmation or at the point of purchase) for that Service. If you have elected to pay the fees by credit card, you represent and warrant that the credit card information you provide is correct and you will promptly notify GWT of any changes to such information. Fees paid by you are non-refundable, except as provided in these Terms or when required by law.

### 1.2. Taxes.

Unless otherwise stated, you are responsible for any taxes (other than GWT's tax) or duties associated with the sale of the Services, including any related penalties or interest (collectively, "Taxes"). You will pay GWT for the Services without any reduction for Taxes. If GWT is obliged to collect or pay Taxes, the Taxes will be invoiced to you, unless you provide GWT with a valid tax exemption certificate authorised by the appropriate taxing authority or other documentation providing evidence that no tax should be charged. GWT will not charge you VAT if you provide us with a VAT number issued by a taxing authority in the European Union. If you are required by law to withhold any Taxes from your payments to GWT, you must provide GWT with an official tax receipt or other appropriate documentation to support such payments.

## 2. Privacy

### 2.1. Privacy.

In the course of using the Services, you will submit personal data and the personal data of others. By doing so, you are trusting us to treat it appropriately. To the extent GWT processes any of this personal data as a controller, GWT's [Privacy Policy](#) and [Cookie Policy](#)

("GWT privacy policies") detail how we treat this data and we agree to adhere to those GWT privacy policies.

If you are a customer operating in the EU or United Kingdom, then you are a **data controller** as defined in the European General Data Protection Regulation 2016/679 ("GDPR") and we are a data processor and we have added specific terms below in [Section EU/UK1](#) to address our respective obligations under this law.

## 2.2. Security.

GWT will store and process your data in a manner consistent with industry security standards. GWT has implemented appropriate technical, organisational, and administrative systems, policies, and procedures designed to help ensure the security, integrity, and confidentiality of your data and to mitigate the risk of unauthorised access. View our [Security Statement](#).

# 3. Intellectual Property Rights

3.1 As between the parties, GWT owns and shall retain all right, title and interest in and to (a) the Software and the Service, including all intellectual property rights, reports, presentations and other materials and (b) transactional and performance data related to your use of the Service. GWT may collect, use and disclose all such transactional and performance data for its business purposes (including user optimisation and product marketing) provided that such use does not reveal your identity, any of your confidential information or any personally identifiable information that belongs to you or your employees.

3.2 You retain all right, title and ownership interest in and to your data. GWT has no right, title or interest in any personally identifiable information contained in or related to your Data.

3.3 You have no obligation to give GWT any suggestions, enhancement requests, recommendations, comments or other feedback ("Feedback") relating to the Service. To the extent you provide any Feedback to GWT, GWT may use and include any such Feedback to improve the Service or for any other purpose. Accordingly, if you provide Feedback, you agree that GWT shall own all such Feedback and GWT may freely use, reproduce, license, distribute, and otherwise commercialise the Feedback in the Service or other related technologies, and you hereby assign, irrevocably, exclusively and on a royalty-free basis, all such Feedback to GWT.

# 4. Account Management

## 4.1. Keep Your Password Secure.

If you have been issued an account by GWT in connection with your use of the Services, you are responsible for safeguarding your password and any other credentials used to access that account. You, and not GWT, are responsible for any activity occurring in your account (other than activity that GWT is directly responsible for which is not performed in accordance with your instructions), whether or not you authorised that activity. If you become aware of any unauthorised access to your account, you should notify GWT immediately.

#### 4.2. Keep Your Details Accurate.

GWT occasionally sends notices to the email address registered with your account. You must keep your email address and, where applicable, your contact details and payment details associated with your account current and accurate. Accounts are controlled by the entity whose email address is registered with the account.

#### 4.3. Account Inactivity.

GWT may terminate your account and delete any content contained in it if there is no account activity (such as a log in event or payment) for over 24 months. However, we will attempt to warn you by email before terminating your account to provide you with an opportunity to log in to your account so that it remains active.

#### 4.4. Customer Success.

GWT may assign you an account manager. The account manager may review your use of the Services and your Content to help you to more effectively use the Services, including by providing reporting and usage insight.

## 5. Service Levels

GWT provides 24/7 support, maintenance, and monitoring services for all our products and related services. We support our clients and business partners to resolve any usage issues that occasionally arise and are agile in resolving them.

#### 5.1 Support Services.

Key service stakeholders, users and candidates are able to submit incident cases on a 24x7 basis via [support@greatwithtalent.com](mailto:support@greatwithtalent.com) or via phone during local business hours.

- We aim to deal and respond with all enquiries on the **same working day** as notified (approximately 98% of issues being resolved during the first contact).
- We may need to escalate issues to other support groups in GWT (Global Service Management, Infrastructure Team, Application Management) where an immediate resolution is not possible. A proposal for a short-term work around or action plan (with estimated time frame for full remedy) will be provided.
- GWT has a robust Incident Management process to manage the classification, communication, resolution, and reporting of incidents.

#### 5.2 Delivery.

Availability - GWT aims to achieve an overall 99.8% monthly average availability for its systems (excluding scheduled maintenance downtimes and scheduled upgrades where we provide advanced notice), equating to less than 1½ hours downtime per month.

Performance – GWT constantly measures performance across all our services and applications to make sure they respond within GWT's KPI's for user, candidate and other web service interactions.

## 6. User Requirements

### 6.1. Legal Status.

If you are an individual, you may only use the Services if you have the power to form a contract with GWT. If you do not have the power to form a contract, you may not use the Services. If you are not an individual, you warrant that you are validly formed and existing under the laws of your jurisdiction of formation, that you have full power and authority to enter into these Terms, and that you have duly authorised your agent to bind you to these Terms.

### 6.2. Minors.

“Minors” are individuals under the age of 13 (or under a higher age if permitted by the laws of their residence). None of the Services are intended for use by Minors. If you are a Minor, you may not use the Services. By using the Services, you represent and warrant that you are not a Minor.

### 6.3. Embargoes.

You may only use the Services if you are not barred under any applicable laws from doing so.

## 7. Acceptable Uses

### 7.1. Legal Compliance.

You represent and warrant that you will comply with all laws and regulations applicable to your use of the Services.

### 7.2. Your Responsibilities.

You are responsible for your conduct, content, and communications with others while using the Services. You must comply with the following requirements when using the Services:

- (a) You may not purchase, use, or access the Services for the purpose of building a competitive product or service or for any other competitive purposes.
- (b) You may not misuse our Services by interfering with their normal operation, or attempting to access them using a method other than through the interfaces and instructions that we provide.
- (c) You may not circumvent or attempt to circumvent any limitations that GWT imposes on your account (such as by opening up a new account to conduct a questionnaire or assessment that we have closed for a Terms violation).
- (d) Unless authorised by GWT in writing, you may not probe, scan, or test the vulnerability of any GWT system or network.
- (e) Unless authorised by GWT in writing, you may not use any manual or automated system or software to extract or scrape data from the websites or other interfaces through which we make our Services available.

- (f) Unless permitted by applicable law, you may not deny others access to, or reverse engineer, the Services, or attempt to do so.
- (g) You may not transmit any viruses, malware, or other types of malicious software, or links to such software, through the Services.
- (h) You may not engage in abusive or excessive usage of the Services, which is usage significantly in excess of average usage patterns that adversely affects the speed, responsiveness, stability, availability, or functionality of the Services for other users. GWT will endeavour to notify you of any abusive or excessive usage to provide you with an opportunity to reduce such usage to a level acceptable to GWT.
- (i) You may not use the Services to infringe the intellectual property rights of others, or to commit an unlawful activity.
- (j) Unless authorised by GWT in writing, you may not resell or lease the Services.
- (k) If your use of the Services requires you to comply with industry-specific regulations applicable to such use, you will be solely responsible for such compliance, unless GWT has agreed with you otherwise. You may not use the Services in a way that would subject GWT to those industry-specific regulations without obtaining GWT's prior written agreement.
- (l) You may not register accounts by "bots" or other automated methods.

## 8. Suspension and Termination of Services

### 8.1. By You.

You can terminate the Service at any time. Such termination will result in the deactivation or disablement of your account and access to it, and the deletion of all data you collected through use of the Services.

If you terminate a Service with service credit remaining, you will not receive a refund.

### 8.2. By GWT.

GWT may terminate your Service at the end of the 30 day trial period or before if we deem necessary. GWT may terminate your Service for any reason by providing at least 90 days' written notice to you and will provide a pro rata refund for any unused credit. GWT may suspend performance or terminate your Service for any of the following reasons: (a) you have materially breached these Terms and failed to cure that breach within 30 days after GWT has so notified you in writing; (b) you cease your business operations or become subject to insolvency proceedings and the proceedings are not dismissed within 90 days; or (c) you fail to pay fees for 30 days past the due date. Additionally, GWT may limit, suspend, or terminate the Services to you: (i) if you fail to comply with these Terms, (ii) if you use the Services in a way that causes legal liability to us or disrupts others' use of the Services; or (iii) if we are investigating suspected misconduct by you. Also, if we limit, suspend, or terminate the Services you receive, we will endeavour to give you advance notice and an opportunity to export a copy of your data from that Service. However, there may be time sensitive situations where GWT may decide that we need to take immediate action without notice. GWT will use commercially reasonable efforts to narrow the scope and duration of

any limitation or suspension under this Section as is needed to resolve the issue that prompted such action. GWT has no obligation to retain your data upon termination of the applicable Service.

### **8.3. Further Measures.**

If GWT stops providing the Services to you because you repeatedly or egregiously breach these Terms, GWT may take measures to prevent the further use of the Services by you, including blocking your IP address.

## **9. Changes and Updates**

### **9.1. Changes to Terms.**

GWT may change these Terms at any time for a variety of reasons, such as to reflect changes in applicable law or updates to Services, and to account for new Services or functionality. The most current version will always be posted on the GWT website. If an amendment is material, as determined in GWT's sole discretion, GWT will notify you by email. Notice of amendments may also be posted to GWT's blog or upon your login to your account. Changes will be effective no sooner than the day they are publicly posted. In order for certain changes to become effective, applicable law may require GWT to obtain your consent to such changes, or to provide you with sufficient advance notice of them. If you do not want to agree to any changes made to the terms for a Service, you should stop using that Service, because by continuing to use the Services you indicate your agreement to be bound by the updated terms.

### **9.2. Changes to Services.**

GWT constantly changes and improves the Services. GWT may add, alter, or remove functionality from a Service at any time without prior notice. GWT may also limit, suspend, or discontinue a Service at its discretion. If GWT discontinues a Service, we will give you reasonable advance notice to provide you with an opportunity to export a copy of your data from that Service.

## **10. Disclaimers and Limitations of Liability**

### **10.1. Disclaimers.**

While it is in GWT's interest to provide you with a great experience when using the Services (and we love to please our customers), there are certain things we do not promise about them. We try to keep our online Services up, but they may be unavailable from time to time for various reasons. EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED "AS IS" AND GWT DOES NOT MAKE WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OR ANY REPRESENTATIONS REGARDING AVAILABILITY, RELIABILITY, OR ACCURACY OF THE SERVICES.

### **10.2. Exclusion of Certain Liability.**

TO THE EXTENT PERMITTED BY APPLICABLE LAW, GWT, ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS, AND LICENSORS WILL NOT BE LIABLE FOR (A) ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES WHATSOEVER, OR (B) LOSS OF USE, DATA, BUSINESS, REVENUES, OR PROFITS (IN EACH CASE WHETHER DIRECT OR INDIRECT), ARISING OUT OF OR IN CONNECTION WITH THE SERVICES AND THESE TERMS, AND WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, EVEN IF GWT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

### **10.3. Limitation of Liability.**

TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE AGGREGATE LIABILITY OF EACH OF GWT, ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS, AND LICENSORS ARISING OUT OF OR IN CONNECTION WITH THE SERVICES AND THESE TERMS WILL NOT EXCEED THE LESSER OF: (A) THE AMOUNTS PAID BY YOU TO GWT FOR USE OF THE SERVICES AT ISSUE DURING THE 12 MONTHS PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY; AND (B) £250,000.00.

### **10.4. Consumers.**

We acknowledge that the laws of certain jurisdictions provide legal rights to consumers that may not be overridden by contract or waived by those consumers. If you are such a consumer, nothing in these Terms limits any of those consumer rights.

### **10.5. Businesses.**

If you are a business, you will indemnify and hold harmless GWT and its affiliates, officers, agents, and employees from all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third party claim regarding or in connection with your or your end users' use of the Services or breach of these Terms, to the extent that such liabilities, damages and costs were caused by you or your end users.

## **11. Contracting Entity**

### **11.1. Who you are contracting with.**

Unless otherwise specified in relation to a particular Service, the Services are provided by, and you are contracting with, GreatWithTalent Ltd.

### **11.2 GreatWithTalent Ltd.**

For any Service provided by GreatWithTalent Ltd., the following provisions will apply to any terms governing that Service:

- Contracting Entity. References to "GWT", "we", "us", and "our" are references to GreatWithTalent Ltd., registered offices: Springfield House, Springfield Road, Horsham, West Sussex, RH12 2RG.

- **Governing Law.** Those terms are governed by the laws of England. You submit to the non-exclusive jurisdiction of the High Courts of England and Wales to which all disputes arising out of these Terms shall be referred.

## 12. Other Terms

### 12.1. Assignment.

You may not assign these Terms without GWT's prior written consent, which may be withheld in GWT's sole discretion. GWT may assign these Terms at any time without notice to you.

### 12.2. Entire Agreement.

These Terms constitute the entire agreement between you and GWT, and they supersede any other prior or contemporaneous agreements, terms and conditions, written or oral concerning its subject matter. Any terms and conditions appearing on a purchase order or similar document issued by you do not apply to the Services, do not override or form a part of these Terms, and are void.

### 12.3. Independent Contractors.

The relationship between you and GWT is that of independent contractors, and not legal partners, employees, or agents of each other.

### 12.4. Interpretation.

The use of the terms "includes", "including", "such as", and similar terms, will be deemed not to limit what else might be included.

### 12.5. No Waiver.

A party's failure or delay to enforce a provision under these Terms is not a waiver of its right to do so later.

### 12.6. Precedence.

To the extent any conflict exists, the Additional Terms prevail over this Terms with respect to the Services to which the Additional Terms apply.

### 12.7. Severability.

If any provision of these Terms is determined to be unenforceable by a court of competent jurisdiction, that provision will be severed and the remainder of terms will remain in full effect.

### 12.8. Third Party Beneficiaries.

There are no third party beneficiaries to these Terms.

### 12.9. Survival.

The following sections will survive the termination of these Terms: 1, 2, 7, 9, 10, 11 and 12

# 13. Terms for Certain Customers and Countries

## 13.1. Language.

These Terms are prepared and written in English. To the extent that any translated version conflicts with the English version, the English version controls, except where prohibited by applicable law.

## 13.2. Country-Specific Terms.

If you are located in one of the following locations, the terms thereunder apply.

### Australia

#### AU1. ACL.

Nothing in these Terms will restrict, exclude, or modify, or purport to restrict, exclude, or modify, any statutory consumer rights under the Competition and Consumer Act 2010 (Cth).

### Europe & The United Kingdom

#### EU/UK 1. GDPR Terms for Customers in Europe

##### EU/UK 1.1 Effective Date and Definitions.

These additional terms apply to you effective May 25, 2018, where you are a customer of GWT and operating as the **Data Controller** (as that term is defined in the GDPR) in your use of the Services. References to “GDPR” include the UK equivalent legislation.

The terms “personal data,” “Data Subject,” “processing,” and “processor” shall have the meanings given to those terms respectively in Article 4 of the GDPR.

The Services may involve the processing of the following types of personal data:

- names and contact information;
- demographic information (such as gender, age, date of birth, marital status, nationality, education/work histories, academic/professional qualifications, employment details, hobbies);
- personal identification documentation and related information such as national insurance numbers and employee identification numbers;
- human resources data, such as job title and role; benefits and compensation information; educational, academic and professional qualifications information; and performance management information.

The Service may involve the collection of the following special categories of personal data referred to in Article 9 of the GDPR: racial or ethnic origin; religious beliefs.

### **EU/UK 1.2 Processing Instruction.**

By requesting the Services and agreeing to these Terms and GWT's privacy policies, you are providing us with instructions to process any personal data collected by you through the Service, on your behalf.

### **EU/UK 1.3 Customer Obligations.**

You shall ensure and hereby warrant and represent that you are entitled to transfer personal data to GWT so that GWT may lawfully process and transfer the personal data in accordance with these Terms. You shall ensure that relevant Data Subjects have been informed of, and have given their consent (where applicable) to, such use, processing, and transfer as required by the GDPR and have sole responsibility for the accuracy, quality and legality of personal data processed by GWT in the provision of the Services.

### **EU/UK 1.4 GWT Obligations.**

Where GWT is processing personal data on your behalf, it will:

- (a) only do so on your documented instructions and in accordance with applicable law, including with regard to transfers of personal data to a third country or an international organisation, and the parties agree that these terms and the GWT privacy policies constitute such documented instructions;
- (b) ensure that all GWT personnel involved in the processing of personal data have committed themselves to confidentiality;
- (c) where applicable to you and where it is technically feasible, make available information necessary for you to demonstrate compliance with your obligations under Article 28 of the GDPR, where such information is held by GWT and is not otherwise available to you through your account and user areas or on GWT websites, provided that you provide GWT with at least 14 days' written notice of such an information request;
- (d) promptly notify you of all requests received directly from a Data Subject in respect of that Data Subject's personal data submitted through the Services;
- (e) upon deletion by you, not retain personal data from within your account other than in order to comply with applicable laws and regulations and as may otherwise be kept in routine backup copies made for disaster recovery and business continuity purposes (which are also deleted no later than 9 -12 months after data is deleted from an account); and
- (f) to the extent reasonably able, assist you as reasonably required (at your expense) where you wish to conduct a data protection impact assessment involving the Services.

### **EU/UK 1.5 GWT Sub-processors.**

GWT is authorised to engage and use subprocessors in connection with the processing of personal data and provision of the Services provided that:

- (a) GWT provides you with a list of its current subprocessors and you do not object to any of them prior to entering into these Terms.
- (b) GWT only uses subprocessors that provide sufficient guarantees they will implement appropriate technical and organisational measures to ensure their processing of personal data meets the requirements of these Terms and Privacy Laws.
- (c) GWT shall ensure it has agreement with each subprocessor which includes terms that are (in substance) the same as those set out in this section EU/UK1.

### **EU/UK 1.6 Security Measures.**

GWT has, taking into account the state of the art, cost of implementation and the nature, scope, context and purposes of the Services and the level of risk, implemented appropriate technical and organisational measures to ensure a level of security appropriate to the risk of unauthorised or unlawful processing, accidental loss of and/or damage to your personal data and as specified in our [Security Statement](#) which is incorporated by reference into these Terms. At reasonable intervals, GWT tests and evaluates the effectiveness of these technical and organisational measures for ensuring the security of the processing.

### **EU/UK 1.7 Security Incident.**

If GWT becomes aware of a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed (“Security Incident”), GWT will take reasonable steps to notify you without undue delay, but in any event within 24 hours of becoming aware of the Security Incident. GWT will use reasonable efforts to provide you with details of the number of Data Subjects affected, the amount of personal data involved, and any measures taken to mitigate any adverse effects. GWT will also reasonably cooperate with you with respect to any investigations relating to a Security Incident, with preparing any required notices, and provide any other information reasonably requested by you in relation to any Security Incident, where such information is not already available to you in your account or online through updates provided by GWT.

### **EU/UK 1.8 Audits.**

You will allow one month for GWT to respond to any audit request which you make and may not engage in an audit which would compromise confidentiality obligations to any other customers of GWT. No person/party conducting an audit on your behalf, shall be, or shall act on behalf of, a competitor of GWT (“Auditor”). You will only be entitled to conduct an audit once per year unless otherwise legally compelled or required by a regulator with established authority over you to perform or facilitate the performance of more than one audit in that same year.

In advance of any such audits, agree upon a reasonable reimbursement rate for GWT’s audit expenses.

The scope of an audit will be as follows (unless you are compelled by a regulator with authority over the processing activities involving the Services to vary this format for audit):

(a) GWT agrees, subject to any appropriate and reasonable confidentiality restrictions, to provide the requested information, provide evidence of any certifications and compliance standards it maintains and will, on request, make available to you an executive summary of GWT’s most recent penetration tests, which summary shall include remedial actions taken by GWT resulting from such penetration tests.

(b) The scope of the certifications and penetration tests provided will be limited to GWT systems, processes, and documentation relevant to the processing and protection of personal data undertaken for the Services obtained by you, and the Auditor will conduct audits subject to any appropriate and reasonable confidentiality restrictions requested by GWT.

(c) You will promptly notify and provide GWT with full details regarding any perceived non-compliance or security concerns discovered during the course of an audit.

The parties agree that, except as otherwise required by order or other binding decree of a regulator with authority over you, this section sets out the entire scope of your audit rights as against GWT.

#### **EU/UK 1.10 Anonymised Data.**

You acknowledge that the Services may include data anonymisation for the purpose of aggregate reporting, (trends) research, benchmarking and comparison groups and agrees that GWT may anonymise data for its own business purposes, and great{with}talent will comply with all applicable data protection laws in respect of such processing.

#### **EU/UK 1.11 Data Transfer.**

All data is stored and managed in the UK. You understand that GWT may transfer personal data to the European Economic Area (EEA) for purposes of support and back-up. GWT has established safeguards to protect personal data transferred to countries inside the EEA. We would not transfer data outside of the EEA. Transfers between the EEA and the UK shall be subject to the relevant adequacy decision (under Article 45 of the GDPR). If an adequacy decision is revoked, the parties shall enter into the applicable Standard Contractual Clauses for international data transfers.

#### **EU/UK 1.12 Liability for Data Processing.**

The parties' respective aggregate liability whether in contract, tort (including negligence), breach of statutory duty, or otherwise for any and all claims arising out of or in connection with this Section EU/UK1 shall be as set out in these Terms, unless otherwise agreed in writing.