

This is the long version to be saved on the website for full reference that is linked from the short version which candidates and company users must tick to show understanding.

GENERAL CONDITIONS OF USE FOR PORTAL USERS

These General Conditions of Use set out the terms and conditions on which You may access and use the Portal provided by Gap personnel Ltd.

These General Conditions of Use are legally binding on all users of the Portal to the extent applicable. You will not be able to proceed to the Portal unless you agree to be bound by these General Conditions of Use.

a) Definitions

Some words and expressions used in these General Conditions of Use have particular meanings, as follows:

"Authorised User" or **"You"** and **"Your"**: means:

(a) a candidate, recruiting organisation or their third-party administrator or other organisation of a similar nature authorised by Gap personnel to access and use the Portal; or

(b) any other individual or organisation who Gap personnel has agreed is permitted to access the Portal,

"Confidential Information" : means all information which is marked or designated confidential or should otherwise be considered confidential due to its nature which is disclosed by one party to the other in connection with these General Conditions of Use whether before or after the date of signature of these General Conditions of Use in respect of the disclosing party whether in writing, orally or by other means (including but not limited to personal, commercial, financial, technical or other documents, software, know-how, information relating to candidates, suppliers and subcontractors and all messages, instructions, and information passed or transmitted via the Portal);

"Data Protection Regulations" : means the Data Protection Act 1998 ("DPA 1998" the Privacy and Electronic Communications (EC Directive) Regulations 2003, the EU Data Protection Directive 95/46/EC, the Privacy and Electronic Communications Directive 2002/58/EC, and all other applicable laws, regulations and codes of practice relating to the processing of personal data or sensitive personal data (as defined under the DPA 1998) or relating to privacy under any jurisdiction applicable to these terms and conditions as the same may be amended, modified or replaced from time to time;

"Good Industry Practice": means those practices which, according to a suitably qualified person with reasonable experience of the relevant industry (which, for the avoidance of doubt, shall mean the software associated services industry), comprise generally accepted good practices in the relevant industry;

"Group" : has the meaning given to it in section 1159 of the Companies Act 2006;

"Helpdesk" : means the Authorised User support line for assistance with technical problems relating to use of the Portal which is available from the Web Page;

"Identification Details" : means the unique user name, and password required for an Authorised User to access and use the Portal;

"Portal" : means the Gap personnel online candidate and company data collection and storage site, including and / or other applications or software (as modified by Gap personnel from time to time), which shall provide Authorised Users with web based browser to access, complete and use employment data as required

"User Guide" : means such system administrator user guide to the Portal as may be issued to You by Gap personnel from time to time;

"Web Page(s)" : means www.gappersonneljobs.com or such other URLs as may be notified to Authorised Users by gap personnel from time to time, for the location of the web-Portal which gives web access to the Portal;

"We", "Us" and "Our" : means gap personnel and any Group company that may be involved from time to time in connection with the provision of the Portal and the Services;

“Your System” : means the computer system (including hardware and software) used by an Authorised User to access the Portal.

Confirmations

By using the Portal You agree, as an Authorised User, that You will have gained access to the Portal by receiving Gap personnel registration through the Web Page and that:

You have read and have agreed to be bound by these General Conditions of Use;

the use of the Portal herein is defined by the terms of these General Conditions of Use;

You will not permit any person who is not an Authorised User to access or use the Portal through Your System;

1. You are responsible for the security of your Password to enter the Portal. Gap personnel take no responsibility for any breaches of data as a result of negligence by an Authorised User
2. You agree that all information given as part of the registration process to gain such access is true and complete in all material aspects;
3. You are responsible for employing reasonable information technology related competency, skill and knowledge in using the Portal. Gap personnel shall not be liable for such losses as may arise from a failure by an Authorised User in this respect;
4. Gap personnel will not accept liability for any claims by Authorised Users or Candidates for damages or loss arising from inaccurate records kept by Authorised Users. You are at all times responsible for informing Gap personnel of any errors or omissions in, or caused by, Your use of the Portal immediately after You become aware of them;
5. We shall use reasonable skill and care and Good Industry Practice in delivering the Portal and the Services. By using the Portal You are deemed to have satisfied Yourself as to the suitability and compliance of the Portal;
6. You will use the Portal only:
 - I. for the purpose of completing and updating Your candidate information, in order to ensure Gap personnel has accurate and up to date information about You in relation to providing employment finding services;
7. You are responsible for checking the Web Page for announcements made by Us relating to changes to the Portal, the Services and or to these General Conditions of Use (including the User Guide) ("**Changes**"). We will provide You with reasonable guidance on the implementation of Changes;
8. Queries relating to the standard functionality of, and access to, the Portal may be directed to the email portaladmin@gap-personnel.com
9. You will not use the Portal to engage in any conduct that could have or could reasonably be expected to have a detrimental effect on the reputation of the Portal or of Gap personnel;
10. You will not do anything which will or might damage, interfere with, disrupt access to, interrupt or impair the functionality of the Portal; and
11. You acknowledge that any breach of these General Conditions of Use could impact negatively on the operation of the Portal.

c) Operation of the Portal

1. Gap personnel aims for access to the Portal to be available 24 hours of the day However, the Portal may be temporarily unavailable for a number of reasons, including routine planned and emergency maintenance and

change management, excess demand for the Portal, failure of the Internet, misuse of the Portal by Authorised Users and circumstances beyond the control of Gap personnel. We do not warrant that the Portal will be available at all times but we will use reasonable endeavours to keep downtime to a minimum including by enforcement of the detailed service level agreement in place between Gap personnel and the third party provider of the Portal;

2. Gap personnel may amend, extend, suspend or withdraw any online facility available through the Portal for whatever reason at any. However, we shall use reasonable endeavours without breaching any applicable laws or regulations that govern the operation of the Portal to notify the Authorised User of our intentions and the reasons for our intentions where practical to do so.

We shall not have any liability to an Authorised User for any non availability or interruption in the operation of the Portal or for any failure or delay of a communication which is beyond our direct and reasonable control.

Your Responsibilities as an Authorised User for Security

To enable the Authorised User to access and use the Portal, the Authorised User must correctly identify itself using the Identification Details.

An Authorised User will be offered a limited number of attempts to enter their Identification Details correctly. If this information is entered incorrectly on the limited number of attempts permitted, the Authorised User's rights to use the Portal may be temporarily suspended and their account temporarily disabled by Gap personnel.

Authorised Users must keep the Identification Details secure and not disclose them to anyone who is not authorised to use them on Your behalf. If You believe that someone else has obtained possession of any of the Identification Details You should immediately contact the Helpdesk.

As an Authorised User You are responsible for all use made of the Portal under the Identification Details. As such You should take adequate precautions, ensuring that:

only You are able to access the Portal and You comply with all security procedures notified to You from time to time;

all the Identification Details are kept in a secure place;

You do not disclose any or all of the Identification Details to any other person except as may be necessary and on a need to know basis only to Your system administrator (who may keep a secure record of the same);

You do not save the Identification Details on to Your PC or write them down;

You do not leave Your PC unsecured while You are connected to the Portal;

You do not use the Portal from any computer connected to a local area network without first making sure that no-one else will be able to observe or copy any of the Identification Details or gain access to the Portal purporting to be You and that You do not access the Portal from an unsecured network; and

Your System

You are responsible for applying good industry practice to ensure that Your System is free of any computer virus or other harmful code and adequately maintained in every way. Gap personnel will not accept any message or instruction that You send using the Portal if the message or instruction contains a computer virus or other harmful code and these will be deleted. If such a message is falsely transmitted because of a breach of this Condition by You, then You shall be fully liable for any resulting loss and shall indemnify Gap personnel and its Affiliates for any resulting loss suffered by them.

Data Retention and Use of any Data Collected about Candidates and Authorised Users

We shall process data submitted to Us in the manner detailed in this Condition 6.

Use of the Portal may involve the collection of information about Candidates and/or Authorised Users to the extent necessary in order:

- to deal with any enquiry relating to use of the Portal;
- to administer and /or manage our relationship with You;
- to conduct quality assurance and compliance monitoring;
- to audit and analyse how parts of the Portal are used; and
- to conduct such investigations as may be required to protect the reputation of the Portal; and
- to comply with an enquiry from the Information Commissioner or other relevant regulatory body.

The Data Protection Regulations provide protection to individuals by governing, amongst other things, the way in which personal data is held and used. Individuals are also afforded rights of access to such information held about them.

Gap personnel will process personal information submitted through the Portal in accordance with the Data Protection Regulations.

By using the Portal You agree that any information you provide will be used by gap personnel or its Affiliates to provide You employment finding services. In providing this You consent in accordance with the Data Protection Regulations to Your personal data:

- I. Being included on a computerised database;
- II. Being transferred to our partners, agents, subcontractors (including prospective partners, agents & subcontractors), governing bodies in relation to our service provision;
- III. To be used for administrative and security purposes ;
- IV. To be passed to third parties for relevant checks as permitted by law;

f. We will not disclose any personal data to any entity that is located in a country that does not have similar protections to the Data Protection Regulations.

Candidate information submitted via the Portal will be retained by the Portal for the minimum period of time necessary in order to process and manage the relationship and then shall be deleted securely.

gap personnel acknowledges that the Authorised User's data is the property of the Authorised User and the Authorised User reserves all intellectual property rights which may, at any time, subsist in such data.

Neither gap personnel nor any Affiliates will use any data collected through the Portal for marketing or sales purposes or any other commercial purpose.

Limitation of Liability and Indemnity

Except as expressly set out in these terms all conditions, warranties and representations whether express or implied by statute, common law or otherwise in relation to the use of the Portal by an Authorised User in accordance with these General Conditions of Use, are excluded to the full extent permitted by law.

Subject to the provisions neither Gap personnel nor its directors, officers, employees, licensors and agents shall be liable to an Authorised User in contract, tort (including negligence or breach of statutory duty) or otherwise for any of the following losses or damages whether direct or indirect arising out of or in connection with the use of the Portal or otherwise in connection with these terms:

loss of earnings or profit;

loss of business;
loss of data;
loss of use of equipment or process;
loss of anticipated savings;
lost management time;
lost investment opportunity or goodwill;

resulting from any use of the Portal that is not authorised pursuant to these General Conditions of Use;

loss arising due to a failure by You to upgrade and maintain Your System and keep it compliant with the requirements in these General Conditions of Use; or

any indirect, special or consequential loss or damage howsoever caused even if We were advised of the possibility of such losses or damage in advance.

Gap personnel shall not be liable for any defects in any network, direct or indirect failure of any power supplies, equipment, data processing and communication systems or transmission links outside their control.

Save as required by law or as otherwise provided in these General Conditions of Use, Gap personnel will not be responsible for any errors, failures, delays or distortions in transmission of information or during Communications (including Candidate Data), save to the extent that any such liability is caused by Our negligence or breach of these terms.

Confidentiality and Intellectual Property

All Confidential Information disclosed by one party to the other party under these General Conditions of Use or passed or transmitted via the Portal shall be kept secret by the receiving party and shall be used by the receiving party only for purposes contemplated in these General Conditions of Use. The receiving party agrees that it will not reveal, publish or otherwise disclose the Confidential Information of the disclosing party to any third party without the prior written consent of the disclosing party, except that each party may disclose Confidential Information to its Affiliates, agents and professional advisers or as necessary in the performance of the Agreement or operation of the Portal and to comply with any requirement of the courts, police or regulatory entity requiring such disclosure.

The foregoing obligations shall not apply to Confidential Information to the extent that it can be shown:

to be publicly available at the time of its disclosure or to have become publicly available thereafter other than as a result of a breach of this Agreement by the receiving party; or

to have been in the possession of or to be known by the receiving party prior to its receipt from the disclosing party; or

to have become available to the receiving party from a source other than the disclosing party, which source is not bound by any duty of confidentiality owed in relation to such Confidential Information.

The Authorised User shall not use the name, trademark or logo of Gap personnel or any Affiliate in any publicly issued documents or information, without the prior written consent of Gap personnel or the relevant Affiliate.

All intellectual property rights (IPRs) in the Portal are either owned by or licensed to Gap personnel and nothing herein shall constitute an assignment, transfer or vesting of such IPRs in any Authorised User. You shall not do anything that may be considered an infringement of the IPRs owned by and/or licensed to us as set out herein.

Suspension and Termination of Authorised Users

Termination by Gap personnel

In the event that Gap personnel knows or has reasonable grounds to suspect that an Authorised User has committed or is intending to commit a material breach of these General Conditions of Use (a "**breach**") Gap personnel may, in its discretion, suspend or terminate the Authorised User's use of the Portal:

- (i) immediately without notification to the Authorised User where such suspension or termination is reasonably required in order to protect the Portal and the Services or where the breach is not capable of remedy or the breach is so serious or significant as to justify, acting reasonably, immediate suspension or termination provided that Gap personnel shall notify the Authorised User of such suspension or termination as soon as reasonably practicable thereafter; or
- (ii) if Gap personnel notifies an Authorised User in writing that it knows or has reasonable grounds to suspect that an Authorised User has committed a breach or is intending to commit a breach and requiring the breach be remedied within a defined period and if such Authorised User does not remedy the breach within that period.

Following any suspension as detailed the parties shall in good faith attempt to resolve the breach save that if following such consultation Gap personnel is not satisfied, acting reasonably, that the Authorised User will use the Portal in accordance with the General Conditions of Use then Gap personnel shall be entitled to terminate the Authorised User's access to the Portal.

Gap personnel may terminate this Agreement, by giving three (3) calendar months' prior written notice.

Gap personnel may terminate this Agreement forthwith in the event of any change in applicable law or court order or threatened court order or proceedings or threat of proceedings that materially impairs Gap personnel's ability to provide the services or access described in this Agreement.

Termination by Authorised Users

The Authorised User may terminate its use of the Portal with immediate effect by giving Gap personnel written notice by email only addressed to the Helpdesk.

In the event of such notice being served this will not affect any data including Candidate Data that has already been submitted via the Portal by that Authorised User.

On termination the Authorised User shall cease all further access to the Portal.

Consequences of Termination

Following termination or expiry of this agreement:

The parties shall return to each other or, in the case of data held electronically, destroy all Confidential Information received by a party that belongs to the other party

The parties shall co-operate in good faith to agree and comply with an exit plan detailing the practical arrangements which are necessary and reasonable in the circumstances to close the user's Portal account and;

- (c) Our obligations in respect of data retention.

Force Majeure

Gap personnel represents and warrants that it has procured disaster recovery and business continuity plans in respect of the Portal and that Gap personnel will use reasonable endeavours to ensure that these plans are implemented and enforced if applicable. However, no party to these General Conditions of Use will be liable to any other for a delay in performing obligations or for failure to perform any of its obligations under these General Conditions of Use to the extent to which this is caused by any event beyond its reasonable control including, without limitation, strikes, labour disputes, natural disasters, war, riot, vandalism, terrorism, civil commotion, malicious

damage, compliance with any law or governmental order, rule, regulation or direction or any overriding emergency procedures, fire, flood and storm.

Assignment and Subcontracting

The Authorised User shall not assign, sub-contract or transfer any of its rights or obligations under this agreement without the prior written consent of Gap personnel, such consent not to be unreasonably withheld. Gap personnel may assign or transfer all or part of its rights and obligations under this agreement to another company.

Gap personnel may sub-contract certain aspects of the provision of the Portal but shall retain primary liability, and remain the sole entity primarily liable to Authorised Users, for the Portal. All claims by an Authorised User under these General Conditions of Use should be made directly to Gap personnel using the portaladmin@gap-personnel.com

Variation

Gap personnel may change these General Conditions of Use from time to time. Such changes will be notified by email or via the Web Page and at Your [next] log-in and You will be required to click to accept the amended General Conditions of Use at the point of log-in in order to continue Your use of the Portal.

Gap personnel shall give Authorised Users such notice by email or (via announcements on the Web Page) of any material changes to the General Conditions of Use and or the Portal or Services as Gap personnel deems adequate to allow Authorised Users to implement such changes as may be necessary to ensure their compliance.

General Provisions

No conduct or delay by Gap personnel in exercising a right or remedy shall be taken as a waiver or variation of any of its rights or remedies unless We waive or vary such right in writing. No waiver or variation on a particular occasion will operate as a waiver or variation of any rights or remedies in respect of any other matter.

If any of the provisions of these General Conditions of Use is held invalid, illegal or unenforceable for any reason, such provision shall be severed and the remainder of the provisions in these General Conditions of use shall continue in full force and effect as if they had been executed with the invalid provision eliminated.

Nothing in these Terms and Conditions shall confer or is intended to confer on any third party any benefit or the right to enforce any terms contained herein for the purposes of the Contracts (Rights of Third Parties) Act 1999.

Nothing in these General Conditions of Use should be construed as indicating or giving rise to a joint venture or partnership.

Nothing in this agreement will require either party to be in breach of law.

These General Conditions of Use and any documents referred to in them constitute the entire agreement between the parties and supersede all previous drafts, agreements, arrangements and understandings between the parties, whether written or oral, relating to its subject matter. Each party acknowledges that, in agreeing to these General Conditions of Use, it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently). other than as expressly set out herein.

Governing Law And Jurisdiction

These General Conditions of Use shall be subject to and construed in accordance with the law of England and Wales, and the English courts shall have exclusive jurisdiction to settle any dispute arising under these terms.