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## CLEVERHR TERMS AND CONDITIONS

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### BACKGROUND:

This agreement applies as between you, the User of this Website and CleverHR, the owner of this Website. Your agreement to comply with and be bound by these terms and conditions is deemed to occur upon your first use of the Website. If you do not agree to be bound by these terms and conditions, you should stop using the Website immediately.

### 1. Definitions and Interpretation

In this Agreement the following terms shall have the following meanings:

<b>“Content”</b>	means any text, graphics, images, audio, video, software, data compilations and any other form of information capable of being stored in a computer that appears on or forms part of this Website;
<b>“Learning Establishment”</b>	means any provider of education to persons of any age including, but not limited to, schools, colleges, universities and professional / adult education providers;
<b>“Service”</b>	means collectively any online facilities, tools, services or information that CleverHR makes available through the Website either now or in the future;
<b>“System”</b>	means any online communications infrastructure that CleverHR makes available through the Website either now or in the future. This includes, but is not limited to, web-based email, message boards, live chat facilities and email links;
<b>“User” / “Users”</b>	means any third party that accesses the Website and is not employed by CleverHR and acting in the course of their employment; and
<b>“Website”</b>	means the website that you are currently using ( <a href="http://www.clever-hr.uk">www.clever-hr.uk</a> ) and any sub-domains of this site unless expressly excluded by their own terms and conditions.

### 2. Intellectual Property

- 2.1 Subject to the exceptions in Clause 3 of these Terms and Conditions, all Content included on the Website, unless uploaded by Users, including, but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software is the property of CleverHR, or our affiliates. By continuing to use the Website you acknowledge that such material is protected by applicable United Kingdom and International intellectual property and other laws.
- 2.2 You may print, reproduce, copy, distribute, store or in any other fashion re-use Content from the Website for as specified in Clause 4 of these Terms and

Conditions and for personal or educational purposes only unless otherwise indicated on the Website or unless given express written permission to do so by CleverHR. Specifically you agree that:

- 2.2.1 You will not use the Content of the Website for commercial purposes;
- 2.2.2 You will not systematically copy Content from the Website with a view to creating or compiling any form of comprehensive collection, compilation, directory or database unless given express written permission to do so by CleverHR;
- 2.2.3 You may, as a student of a recognised Learning Establishment, use the Content of the Website for educational purposes provided an appropriate reference is given for all Content so applied using a suitable referencing system of your choice or as stipulated by your Learning Establishment;
- 2.2.4 Employees of Learning Establishments may use the Content of the Website for teaching purposes subject to the following conditions:
  - a) No further consent is required for use in not-for-profit Learning Establishments. This may include, but is not limited to, schools that charge no fees for tuition; and
  - b) For use in profit-making Learning Establishments, prior written consent is required. This may include, but is not limited to, private schools charging fees, universities and adult education providers.

### **3. Third Party Intellectual Property**

Where expressly indicated, certain Content and the Intellectual Property Rights subsisting therein belongs to other parties. This Content, unless expressly stated to be so, is not covered by any permission granted by Clause 2 of these Terms and Conditions to use Content from the Website. The exceptions in Clause 4 continue to apply. Any such Content will be accompanied by a notice providing the contact details of the owner and any separate use policy that may be relevant.

### **4. Fair Use of Intellectual Property**

Material from the Website may be re-used without written permission where any of the exceptions detailed in Chapter III of the Copyright Designs and Patents Act 1988 apply.

### **5. Links to Other Websites**

This Website may contain links to other sites. Unless expressly stated, these sites are not under the control of CleverHR or that of our affiliates. We assume no responsibility for the content of such Websites and disclaim liability for any and all forms of loss or damage arising out of the use of them. The inclusion of a link to another site on this Website does not imply any endorsement of the sites themselves or of those in control of them.

### **6. Links to this Website**

Those wishing to place a link to this Website on other sites may do so only to the home page of the site [www.clever-hr.uk](http://www.clever-hr.uk) without prior permission. Deep linking (i.e. links to specific pages within the site) requires the express permission of CleverHR. To find out more please contact us by email at [hello@clever-hr.uk](mailto:hello@clever-hr.uk).

### **7. Use of Communications Facilities and Content Submission**

7.1 When using the various communication methods and / or any other System

and when submitting Content to the Website you should do so in accordance with the following rules:

- 7.1.1 you must not use obscene or vulgar language;
- 7.1.2 you must not submit Content that is unlawful or otherwise objectionable. This includes, but is not limited to, Content that is abusive, threatening, harassing, defamatory, ageist, sexist or racist;
- 7.1.3 you must not submit Content that is intended to promote or incite violence;
- 7.1.4 it is advised that posts on message boards, chat facilities or similar and communications with CleverHR are made using the English language as we may be unable to respond to enquiries submitted in any other languages;
- 7.1.5 content submissions are required to be made using the English language. Content in any other language may be removed at our sole discretion;
- 7.1.6 you must not post links to other Websites containing any of the above types of Content;
- 7.1.7 the means by which you identify yourself must not violate these Terms and Conditions or any applicable laws;
- 7.1.8 you must not engage in any form of commercial advertising. This does not prohibit references to businesses for non-promotional purposes including references where advertising may be incidental;
- 7.1.9 you must not impersonate other people, particularly employees and representatives of CleverHR or our affiliates;
- 7.1.10 you must not submit material that may contain viruses or any other software or instructions that may damage or disrupt other software, computer hardware or communications networks; and
- 7.1.11 you must not use our System for unauthorised mass-communication such as "spam" or "junk mail".
- 7.2 You acknowledge that CleverHR reserves the right to monitor any and all communications made to us or using our System.
- 7.3 In order to use the communication facilities that may be added in the future or to submit Content, you are required to submit certain personal details. By continuing to use this Website you represent and warrant that:
  - 7.3.1 any information you submit is accurate and truthful; and
  - 7.3.2 you will keep this information accurate and up-to-date.
- 7.4 By submitting Content you warrant and represent that you are the author of such Content or that you have acquired all of the appropriate rights and / or permissions to use the Content in this fashion. CleverHR accepts no responsibility or liability for any infringement of third party rights by such Content. Further, you waive all moral rights in the Content to be named as its author and grant CleverHR a perpetual licence to modify the Content as necessary for its inclusion on the Website. CleverHR accepts no responsibility or liability for any infringement of third party rights by such Content.
- 7.5 CleverHR will not be liable in any way or under any circumstances for any loss or damage that you may incur as a result of such Content, nor for any

errors or omissions in the Content. Use of and reliance upon such Content is entirely at your own risk.

- 7.6 Unless a User informs CleverHR otherwise, in advance of posting, in writing, and CleverHR agrees to any terms or restrictions, all Content submitted is for publication on the Website and other such uses as CleverHR may deem appropriate under a royalty-free, perpetual basis.
- 7.7 Content submitted by Users is not screened by CleverHR prior to appearing online. We retain the right to exercise our sole discretion to remove or relocate any Content as we deem appropriate without the consent of the author. We shall be under no obligation to exercise such discretion. If you wish to enquire as to the removal of Content, please submit your query to CleverHR. This does not constitute an undertaking to explain our actions.
- 7.8 You acknowledge that CleverHR may retain copies of any and all communications made to us or using our in-house System.

## **8. Termination and/or Suspension**

In the event that any of the provisions of sub-Clause 7.1, above, are not followed, CleverHR reserves the right to suspend or terminate your access to the Service. Any Users banned in this way must not attempt to use the Website under any other name or by using the access credentials of another User, with or without the permission of that User.

## **9. Privacy**

- 9.1 Use of the Website is also governed by our privacy policy, which is incorporated into these terms and conditions by this reference.

## **10. Disclaimers**

- 10.1 CleverHR makes no warranty or representation that the Website will meet your requirements, that it will be of satisfactory quality, that it will be fit for a particular purpose, that it will not infringe the rights of third parties, that it will be compatible with all systems, or that it will be secure.
- 10.2 Whilst every reasonable endeavour has been made to ensure that all information provided on this Website will be accurate and up to date, CleverHR makes no warranty or representation that this is the case. We make no guarantee of any specific results from the use of our services.
- 10.3 No part of this Website is intended to constitute advice and the Content of this Website should not be relied upon when making any decisions or taking any action of any kind.
- 10.4 The information on this Website is not designed with commercial purposes in mind. Commercial use of the Content of this Website is forbidden under Clause 2.2.1 of these Terms and Conditions. Any such use constitutes a breach of these Terms and Conditions and CleverHR makes no representation or warranty that this Content is suitable for use in commercial situations or that it constitutes accurate data and / or advice on which business decisions can be based.
- 10.5 Whilst every effort has been made to ensure that all descriptions of services available from CleverHR correspond to the actual services available, CleverHR is not responsible for any variations from these descriptions.
- 10.6 Whilst CleverHR uses reasonable endeavours to ensure that the Website is secure and free of errors, viruses and other malware, all Users are advised to take responsibility for their own security, that of their personal details and their

computers.

## 11. **Availability of the Website and Modifications**

- 11.1 The Service is provided “as is” and on an “as available” basis. We give no warranty that the Service will be free of defects and / or faults. To the maximum extent permitted by the law we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality.
- 11.2 CleverHR accepts no liability for any disruption or non-availability of the Website resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.
- 11.3 CleverHR reserves the right to alter, suspend or discontinue any part (or the whole of) the Website including, but not limited to, the products and/or services available. These Terms and Conditions shall continue to apply to any modified version of the Website unless it is expressly stated otherwise.

## 12. **Limitation of Liability**

- 12.1 To the maximum extent permitted by law, CleverHR accepts no liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from the use of the Website or any information contained therein. Users should be aware that they use the Website and it’s Content at their own risk.
- 12.2 Nothing in these terms and conditions excludes or restricts CleverHR’s liability for death or personal injury resulting from any negligence or fraud on the part of CleverHR.
- 12.3 Whilst every effort has been made to ensure that these terms and conditions adhere strictly with the relevant provisions of the Unfair Contract Terms Act 1977, in the event that any of these terms are found to be unlawful, invalid or otherwise unenforceable, that term is to be deemed severed from these terms and conditions and shall not affect the validity and enforceability of the remaining terms and conditions. This term shall apply only within jurisdictions where a particular term is illegal.

## 13. **No Waiver**

In the event that any party to these Terms and Conditions fails to exercise any right or remedy contained herein, this shall not be construed as a waiver of that right or remedy.

## 14. **Previous Terms and Conditions**

In the event of any conflict between these Terms and Conditions and any prior versions thereof, the provisions of these Terms and Conditions shall prevail unless it is expressly stated otherwise.

## 15. **Third Party Rights**

Nothing in these Terms and Conditions shall confer any rights upon any third party. The agreement created by these Terms and Conditions is between you and CleverHR.

## 16. **Communications**

- 16.1 All notices / communications shall be given to us either by post to our Premises (see address above) or by email to [hello@clever-hr.uk](mailto:hello@clever-hr.uk) . Such notice will be deemed received 3 days after posting if sent by first class post,

the day of sending if the email is received in full on a business day and on the next business day if the email is sent on a weekend or public holiday.

16.2 CleverHR may from time to time send you information about our products and/or services. If you do not wish to receive such information, please click on the unsubscribe option or email us at [hello@clever-hr.uk](mailto:hello@clever-hr.uk).

17. **Law and Jurisdiction**

These terms and conditions and the relationship between you and CleverHR shall be governed by and construed in accordance with the Law of England and Wales and CleverHR and you agree to submit to the exclusive jurisdiction of the Courts of England and Wales.