

## Website Terms of Use

These terms of and conditions of use (together with the documents referred to in them) ("**these Terms**") set out the terms on which you may access and use our website ([www.heytempo.com](http://www.heytempo.com)) ("**Website**"), download and use any "Tempo" mobile application ("**App**") and access our services, whether through the Website, the App, or made available by us or one of our group companies by other means from time to time ("**Services**").

Please read these Terms carefully before you start to use the Website or the App, as these will apply to your use of the Website and/or App. We recommend that you print a copy for future reference.

1. The Website and the App are owned and operated by Tempfair Limited ("**Tempo**" / "**we**" / "**us**" / "**our**") or by one of our group companies, and are made available to you subject to these Terms. Where you are a Candidate the "**Additional Candidate Terms**" will also apply to you and form part of these Terms. Where you are a Business the "**Additional Business Terms**" will also apply to you and form part of these Terms. Services may be offered or provided by us or by one of our group companies. The use of certain Services offered through the Website or App may be subject to specific terms and conditions which may substitute, complete and / or modify these Terms. Therefore, prior to the use of such services, you must also carefully read and accept the corresponding terms and conditions for those Services.
2. By using the Website and/or the App and/or any Services, you are deemed to accept these Terms and any additional terms and conditions which advise you apply to the Services you choose to receive. If you do not agree to this, you may not use the Website, the App or receive the relevant Services. The use of the Website or App means acceptance of the terms and conditions that apply when you access it. We therefore recommend that you periodically review these Terms.
3. Tempfair Limited is a company registered in England and Wales under company number 09975968. Our registered address is 8 Greencoat Place, London, SW1P 1PL.

### 1. Other Applicable Terms

- 1.1. These Terms refer to the following additional terms, which also apply to your use of the Website and App and which are incorporated into these terms by reference:
  - 1.1.1. Our [Privacy and Cookie 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 the Website and/or App, you consent to such processing and you warrant that all data provided by you is accurate.
  - 1.1.2. Our [Candidate Terms](#), which will apply to each individual candidate's registration and use of the Website, App, and/or Services (the "**Candidate Terms**"); and
  - 1.1.3. Our [Company Terms](#), which will apply to the registration and use of the
  - 1.1.4. Website, App, and/or Services by company's seeking to find candidates (the "**Company Terms**").

## 2. Our Site is Only for Users in the UK

- 2.1. Our site is directed to people residing in the United Kingdom. We do not represent that content available on or through our site is appropriate for use or available in other locations.

## 3. Change to the Terms

- 3.1. We may revise these Terms at any time by amending this page.
- 3.2. Please check this page from time to time to take notice of any changes we made, as they are binding on you.

## 4. Changes to the Website or App

- 4.1. We may update the Website and/or App from time to time, and may change the content at any time. However, please note that any of the content on the Website and/or App may be out of date at any given time, and we are under no obligation to update it.
- 4.2. We do not guarantee that the Website and/or App, or any content on it, will be free from errors or omissions.
- 4.3. We are in continuous evolution and are continuously developing new tools that add value to our users. We may withdraw or add available Services from time to time.

## 5. Accessing Our Site

- 5.1. We do not guarantee that the Website and/or App, or any content on it, will always be available or be uninterrupted. Access to the Website and/or App is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of the Website and/or App without notice. We will not be liable to you if for any reason the Website and/or App is unavailable at any time or for any period.
- 5.2. From time to time, we may restrict access to some or all of the Website and/or App, to users who have registered with us.
- 5.3. You are responsible for making all arrangements necessary for you to have access to the Website and/or App.
- 5.4. You are also responsible for ensuring that all persons who access the Website and/or App through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

## 6. Your Account and Password

- 6.1. In order to use the Services, you will need to register for an account with us:
  - 6.1.1. if you are a candidate who is seeking to receive details of job vacancies through the Website or App, you will need to register for a 'Candidate' account, at which point you will need to accept the Candidate Terms; or
  - 6.1.2. if you are an employer seeking to find candidates through the Website or App, you will need to register for a 'Company' account, at which point you will be need to accept the Company Terms.
- 6.2. When you register with us your email address will be your username and you will

be asked to provide a password. We encourage you to edit to a more memorable password. Your username and password will be unique to your account. You must treat such information as confidential, and you must not disclose it to any third party.

- 6.3. If you know or suspect that anyone other than you knows your username or password, you must promptly notify us at [info@heytempo.com](mailto:info@heytempo.com).

## 7. Acceptable Use

- 7.1. You may only use the Website and/or App for lawful purposes. You may not use the Website and/or App:

- 7.1.1. in any way that breaches any applicable local, national or international law or regulation;
- 7.1.2. in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- 7.1.3. for the purpose of harming or attempting to harm minors in any way;
- 7.1.4. in any way that breaches another person's intellectual property rights;
- 7.1.5. to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam);
- 7.1.6. use the Website or App (or any part of the Website or App) in a way that may cause it to be interrupted, damaged, rendered less efficient or such that the effectiveness or functionality of the Website or App is in any way impaired, including, without limitation, "overloading", "flooding", "spamming", "mailbombing" or "crashing"; or
- 7.1.7. 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 programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

- 7.2. You also agree:

- 7.2.1. not to reproduce, duplicate, copy or re-sell any part of the Website and/or App in contravention of the provisions of these Terms or our Privacy Policy.
- 7.2.2. not to access without authority, interfere with, damage or disrupt:
  - 7.2.2.1. any part of the Website and/or App;
  - 7.2.2.2. any equipment or network on which the Website and/or App is stored or hosted;
  - 7.2.2.3. any software used in the provision of the Website and/or App; or
  - 7.2.2.4. any equipment or network or software owned or used by any third party.

## 8. Uploading Content to Our Site

- 8.1. Whenever you make use of a feature that allows you to upload content to the Website and/or App (a “**Contribution**”), you must comply with the content standards set out below.
- 8.2. You warrant that any such Contribution does comply with those content standards, and you will be liable to us and indemnify us for any breach of that warranty. If you are a business user, this means you will be responsible for any loss or damage we suffer.
- 8.3. Any Contribution will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your Contribution, but you are required to grant us and other users of the Website and/or App a limited licence to use, store and copy that Contribution and to distribute and make it available to third parties.
- 8.4. We also have the right to disclose your identity to any third party who is claiming that any Contribution posted or uploaded by you to the Website and/or App constitutes a violation of their intellectual property rights, or of their right to privacy.
- 8.5. You are solely responsible for securing and backing up your Contribution.

## 9. Our Rights to Use Contributions You Upload

- 9.1. When you upload or post a Contribution to the Website and/or App, you grant us a royalty-free, irrevocable, perpetual licence to use such Contribution for any purpose whatsoever including, without limitation, any purpose required in order to provide the Services.

## 10. Content Standards

- 10.1. These content standards apply to any and all Contributions you may make to the Website and/or App, and to any interactive services associated with it.
- 10.2. You must comply with the spirit and the letter of the following content standards. These content standards apply to each part of any Contribution as well as to its whole.

Contributions must not:

- 10.2.1. contain any material which is defamatory of any person;
- 10.2.2. contain any material which is obscene, offensive, hateful or inflammatory;
- 10.2.3. promote sexually explicit material;
- 10.2.4. promote violence;
- 10.2.5. promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- 10.2.6. infringe any copyright, database right or trade mark of any other person;
- 10.2.7. be likely to deceive any person;
- 10.2.8. be made in breach of any legal duty owed to a third party, such as a

- contractual duty or a duty of confidence;
- 10.2.9. promote any illegal activity;
- 10.2.10. be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
- 10.2.11. be likely to harass, upset, embarrass, alarm or annoy any other person;
- 10.2.12. be used to impersonate any person, or to misrepresent your identity or affiliation with any person;
- 10.2.13. give the impression that they emanate from us, if this is not the case; or
- 10.2.14. advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

## 11. Suspension and Termination

- 11.1. We will determine, in our discretion, whether there has been a breach of these Terms through your use of the Website and/or App. When a breach of these Terms has occurred, we may take such action as we deem appropriate.
- 11.2. Failure to comply with these Terms constitutes a material breach of these Terms upon which you are permitted to use the Website and/or App, and may result in our taking all or any of the following actions:
  - 11.2.1. immediate, temporary or permanent disablement of your registered account with us;
  - 11.2.2. immediate, temporary or permanent withdrawal of your right to use the Services and/or Website and/or App, or any part of them;
  - 11.2.3. immediate, temporary or permanent removal of any Contribution uploaded by you to the Website and/or App;
  - 11.2.4. issue of a warning to you;
  - 11.2.5. 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;
  - 11.2.6. further legal action against you; or
  - 11.2.7. disclosure of such information to law enforcement authorities as we reasonably feel is necessary.
- 11.3. WE EXCLUDE LIABILITY FOR ACTIONS TAKEN IN RESPONSE TO BREACHES OF THESE TERMS. THE RESPONSES DESCRIBED IN THESE ARE NOT LIMITED, AND WE MAY TAKE ANY OTHER ACTION WE REASONABLY DEEM APPROPRIATE.

## 12. Intellectual Property Rights

- 12.1. You acknowledge and agree that all title, right and interest (including without limitation all copyright, trademarks and all other intellectual property rights) in all material or content supplied as part of the Website or App shall remain at all times vested in us or our licensors. You are permitted to use this material only as expressly authorised by us or our licensors.
- 12.2. You acknowledge and agree that the material and content contained in the

Website or the App is made available for your personal, non-commercial use only and that you may download such material and content onto only one computer hard drive for such purpose. Any other use of the material and content of the Website or the App is strictly prohibited. You agree not to (and agree not to assist or facilitate any third party to) copy, save, modify, reproduce, transmit, publish, display, distribute or use for any purposes, whether commercial or non-commercial, the Website, the App or any software and information contained within the Website or the App without our permission, except to the extent necessarily required in order for you to display, use and navigate the Website or the App. You agree not to decompile, reverse engineer, disassemble, rent, lease, loan, sublicense, commercially exploit or create derivative works from the Website or the App.

- 12.3. By submitting information, text, photos, or other content to us via the Website or the App, you grant us a right to use such materials at our own discretion including, without limitation, to edit, copy, reproduce, disclose, post and remove such materials from the Website or the App.
- 12.4. The texts, designs, images, audio, databases, logos, structure, trademarks and other elements of the Website and App are protected by intellectual property rights and industrial rights of us and/or third party owners who have duly authorized their inclusion in the Website or App.
- 12.5. All intellectual property rights related to the Services and/or the Website and/or the App remain the property of us or our group companies or third parties who have licensed the use of such rights.
- 12.6. You may not reproduce, copy, modify, adapt, publish, transmit, distribute or otherwise commercially exploit any material which is the subject of intellectual property rights related to the Services and/or the Website and/or the App.

## 13. Links to and from other websites

- 13.1. You may establish links to the Website or App from locations outside the Website or App provided: (a) where linking to the Website, you link only to the home page of the Website; (b) you do not remove or obscure, advertisements, the copyright notice or other notices on the Website or App; (c) you give us notice of such link by sending an e-mail message to us at [info@heytempo.com](mailto:info@heytempo.com); (d) you do not link from a site or service that could be construed as distasteful or offensive or a site which infringes any third party intellectual property rights; and (e) you immediately stop providing links to the Website or App if notified by us to do so.
- 13.2. We may provide links to other websites or resources. You acknowledge and agree that we are not responsible for the availability of such external websites or resources, and do not endorse and are not responsible or liable, directly or indirectly, for the privacy practices or the content of such websites, including without limitation any advertising, products or other materials or services on or available from such websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such content, goods or services available on such external websites or resources.
- 13.3. You may not create a database in electronic or structured manual form by

systematically and/or regularly downloading, caching, printing and storing any or all of the content on the Website or App (by spidering or otherwise) and you may not frame, harvest or scrape any of the content on the Website or App or otherwise access such content for similar purposes.

## 14. Viruses, Hacking, and Other Offences

- 14.1. We do not guarantee that the Website and/or App will be secure or free from bugs or viruses.
- 14.2. You are responsible for configuring your information technology, computer programmes and platform in order to access the Website and/or App. You should use your own virus protection software.
- 14.3. You must not misuse the Website and/or App 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 the Website and/or App, the server on which the Website and/or App is stored or any server, computer or database connected to the Website and/or App. You must not attack the Website and/or App via a denial-of-service attack or a distributed denial-of service attack.
- 14.4. 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 Site will cease immediately.

## 15. No Reliance on Information

- 15.1. THE CONTENT ON THE WEBSITE AND/OR APP IS PROVIDED FOR GENERAL INFORMATION ONLY. ALTHOUGH WE MAKE REASONABLE EFFORTS TO UPDATE THE INFORMATION ON THE WEBSITE AND/OR APP, WE MAKE NO REPRESENTATIONS, WARRANTIES OR GUARANTEES, WHETHER EXPRESS OR IMPLIED, THAT THE CONTENT ON OUR SITE IS ACCURATE, COMPLETE OR UP-TO-DATE.

## 16. Warranties and Limitation on Liability

- 16.1. Nothing in these Terms shall exclude or limit our liability for fraudulent misrepresentation or for death or personal injury resulting from our negligence or that of our employees or our agents.
- 16.2. THE WEBSITE AND APP ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATION OR ENDORSEMENT AND WE MAKE NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, IN RELATION TO THE WEBSITE OR APP, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, COMPATIBILITY, SECURITY, ACCURACY, CONDITIONS OF COMPLETENESS, OR ANY IMPLIED WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OR TRADE.
- 16.3. 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:

- 16.3.1. USE OF, OR INABILITY TO USE, THE WEBSITE AND/OR THE APP; OR
- 16.3.2. USE OF OR RELIANCE ON ANY CONTENT DISPLAYED AND/OR THE APP.

16.4. IF YOU ARE A CUSTOMER, PLEASE NOTE THAT IN PARTICULAR, WE WILL NOT BE LIABLE FOR:

- 16.4.1. LOSS OF INCOME OR REVENUE;
- 16.4.2. LOSS OF BUSINESS;
- 16.4.3. LOSS OF PROFITS OR CONTRACTS;
- 16.4.4. LOSS OF ANTICIPATED SAVINGS;
- 16.4.5. LOSS OF DATA;
- 16.4.6. LOSS OF GOODWILL;
- 16.4.7. WASTED MANAGEMENT OR OFFICE TIME; AND
- 16.4.8. ANY OTHER LOSS OR DAMAGE OF ANY KIND,

HOWEVER ARISING AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE, PROVIDED THAT THIS CONDITION SHALL NOT PREVENT CLAIMS FOR LOSS OF OR DAMAGE TO YOUR TANGIBLE PROPERTY OR ANY OTHER CLAIMS FOR DIRECT FINANCIAL LOSS THAT ARE NOT EXCLUDED BY ANY OF THE CATEGORIES SET OUT ABOVE.

16.5. 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 PROGRAMS, 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.

16.6. WE ASSUME NO RESPONSIBILITY FOR THE CONTENT OF WEBSITES LINKED ON OUR SITE. 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.

16.7. Whilst we will use reasonable endeavours to correct any errors or omissions as soon as practicable once they have been brought to our attention, we do not warrant that the information on the Website or App will be free from errors or omissions.

16.8. Whilst we will use reasonable endeavours to ensure a reasonable standard of integrity and reliability of the Website and App, we do not warrant that the Website or App will be available uninterrupted and in a fully operating condition.

16.9. Access to the Website or App may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons reasonably beyond our control.

16.10. We will co-operate with any competent law enforcement authorities or court order requesting or directing us to disclose information about you or your use of the Website or App. There may be other circumstances in which we may, in our

reasonable discretion, disclose information about you or your use of the Website or App following a request to do so by legal counsel in good faith in relation to a dispute with you or a third party.

## 17. Indemnity

- 17.1. You agree to be fully responsible for (and fully indemnify us against) all claims, liability, damages, losses, costs and expenses, including legal fees, suffered by us and arising out of any breach of these Terms by you or any other liabilities arising out of your use of the Website and/or App, or the use by any other person accessing the Website and/or App using your account.

## 18. Privacy and Security

- 18.1. We have the right, but not the obligation, to monitor any activity and content associated with the Website and App. We may investigate any reported violation of these Terms or complaints and take any action that we deem appropriate (which may include, but is not limited to, issuing warnings, suspending, terminating or attaching conditions to your access and/or removing any materials from the Website and/or App).

## 19. Severance

- 19.1. If any part of these Terms is deemed unlawful, void or for any reason unenforceable, then that part shall be deemed to be severable from these Terms and shall not affect the validity and enforceability of any of the remaining parts of these Terms.

## 20. Conflict of Terms

- 20.1. In the event of any conflict between the interpretation of these Terms and the interpretation of the Privacy Policy and/or Candidate Terms, and/or Company Terms, these Terms shall prevail.

## 21. Waiver

- 21.1. No waiver by us shall be construed as a waiver of any proceeding or succeeding breach of any part of these Terms.

## 22. Third Party Rights

- 22.1. Except insofar as these Terms expressly provide that a third party may in his own right enforce a term of these Terms, a person who is not a party to these Terms has no right under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of the Terms but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.

## 23. Governing Law and Jurisdiction

- 23.1. These Terms, the jurisdiction clause contained in them and all non-contractual obligations arising in any way whatsoever out of or in connection with these terms and conditions, are governed by, construed and take effect in accordance with the law of England and Wales.
- 23.2. The courts of England and Wales have exclusive jurisdiction to settle any claim or

dispute which may arise out of or in connection with these Terms.

## 24. Contact

- 24.1. If you have any questions about these Terms or any other terms that apply to the Services that we offer you can write to us at: [info@heytempo.com](mailto:info@heytempo.com).

## 25. Policy browser

- 25.1. Our platforms are compatible with previous, current and most recent of the most popular browsers versions. If your browser is not supported, you can access our website but you may have some display problems.
- 25.2. Our platforms require you to enable session cookies (it is recommended to enable cookies permanently) and JavaScript in your browser.