

Clarity365 Terms and Conditions

Last Updated: 19th March 2018

On the 25th May 2018, the new EU General Data Protection Regulation (GDPR) comes into force (including in the UK regardless of its decision to leave the EU) and will impact every organisation which holds or processes personal data. It will introduce new responsibilities, including the need to demonstrate compliance, more stringent enforcement and substantially increased penalties than the current Data Protection Act (DPA) which it will supersede. For further details on how we comply with the please read our **Privacy Policy**. Please note that Data Clarity LTD may revise this policy at any time by posting an update on its Website. Please check this Website from time to time to review any changes. This policy was last updated on the date listed above.

1. Definitions

a) Some words and phrases used in these conditions have special meanings. These meanings are set out below.

"Application information" means information you get from potential job applicants or current employees, and that you give to us so that we can perform the services.

"Charges" means The fees you pay for the services. These are our published standard rates (unless otherwise agreed by us in writing).

"Commencement date" means the date on which we accept you as an account holder.

"Company group members" means your subsidiaries, holding company or the other subsidiaries of your holding company (or all of these).

"Information" means the results, reports and the information that we give you, including any information that does not directly relate to the services.

"MVF" means any minimum value figure contained in the pricing schedule for your use of the services over any term.

"Pricing schedule" means the schedule attached to these conditions, or any other schedule agreed by you and us, which contains details of your use of our services and refers to these conditions.

"Services" means the candidate verification services we provide to you.

"We" means Data Clarity Limited (registered number 07481466). Our registered office is at 9 Pride Point Drive, Pride Park, Derby, DE24 8BX.

"Website" means the website at www.clarity365.co.uk or another website through which we deliver the services.

"You" means the person, firm or company which we accept as an account holder for the services.

b) The headings used in these conditions are for convenience only and do not affect these conditions.

2. Duration and Application

a) These conditions will come into effect on the commencement date and continue in force for one year (the 'initial period'). They will continue after that until we or you end them.

b) We may change the initial period if you agree and any change will be recorded in the pricing schedule.

3. The Services

a) We will provide the services and information in line with these conditions. You must use the services and information in line with these conditions.

b) We can stop providing the services at any time if the information we need to provide the services is unavailable. In these circumstances we will refund any advance payments you have made in proportion to the period of time that is left after we stop providing the services.

4. Paying Charges

a) We may offer a free trial which will allow You to assess if the Services are fit for purpose.

b) You will pay the charges for the services within 30 days of the date on which you receive our invoice or by direct debit to our chosen bank account (as set out in the application form), unless the pricing schedule says otherwise.

c) If you do not pay the charges on time, we can write to you and tell you that we will charge you interest on the amount you owe. This will not affect any other action available to us. We will charge interest at 2% a year above the Barclays Bank plc base rate from the date on which you receive our written notice until the date on which we are paid (whether before or after any court judgement).

d) All amounts payable to us do not include Value Added Tax (VAT) or any other charge which will be charged at the rate that applies at that time.

e) You acknowledge that if you agree to pay an MVF over a particular term, we will set the level of charges according to the MVF. If you do not pay the MVF within the relevant term, we can invoice you for the difference between the actual charges payable during that term and the MVF.

f) If there is no MVF, or the relevant term has ended and no new MVF has been set, you will pay for the services you use in line with the standard charges set out on the website.

g) No refund will be given for the cancellation or termination of a subscription.

5. Support and Administration Charges

a) Support is provided to System Administrators only and covers general set-up questions and business-critical issues with the system.

b) Should an issue occur, it should be emailed to support@dataclarity.uk.com along with the details of the issue and an accompanying screenshot wherever possible to ensure our support team can answer requests as efficiently and effectively as possible.

c) Support hours are Monday to Friday 9:00-5:30 pm. This does not include weekends and bank holidays. To upgrade your support package please contact your Account Manager for more information.

d) Clarity365 users have full access to the Help Site help.clarity365.co.uk with their subscription. Users can self-learn at their own pace. Training packages are offered at an additional cost.

f) Requests for changes to data or the deletion of data will incur a £30 administration charge per item changed. This will be billed via invoice which must be paid in line with the payment terms listed in 4.b.

6. Copyright and Confidentiality

a) All of the intellectual property rights (including copyright) in the information belong to us or our licensors. You will not own any of the intellectual property or have any rights to own the intellectual property. You may only make copies of the information that you reasonably need for the purposes set out below.

b) You may only use the services for the purposes of your business. Unless required by law, you must:

- keep the information strictly confidential;
- not publish the information;
- not give the information to anyone else;

- only give the information to your officers or employees (or both) who need to know or use it (you must make sure that your officers and employees meet these confidentiality conditions); and
- not copy, distribute or commercially exploit the information unless these conditions allow you to.

c) You must not use, or allow others to use, the services or information (or both) to provide authentication, fraud prevention or any other information-based services to anyone else. This restriction does not prevent you from sharing the information with your company group members but you must make sure that they follow the confidentiality, security and liability conditions.

If you act as an agent for someone else (the principal) to:

consider the suitability of individuals for employment with the principal, or you can make the information available to the principal but only for these purposes. You must also get each person's permission to give any information relating to them to the principal.

7. Security

a) You must follow any rules and guidelines that apply to the way in which we provide the services. We will make sure that the information is secure.

b) Each user will be given an individual identification, which we call 'User ID'. Only the person to whom it is issued may use the User ID. The User ID cannot be transferred to or used by other users.

c) We refer to account numbers, identification codes and passwords (including the User ID) used to access the services as 'Client ID'.

d) You are responsible for making sure that you keep your Client ID secure. We will not be responsible for any losses arising from anyone using your Client ID, whether authorised by you or not. We can give you a new Client ID at any time. Any new Client ID will apply 24 hours after we give you the new Client ID.

e) You also agree that you will:

maintain appropriate technical and organisational security measures and procedures to prevent your Client ID being accidentally given to or used by unauthorised people;

tell us as soon as you become aware that anyone has found out or used your Client ID without your permission, or if any equipment you use to access the services is stolen; and

be responsible for all charges connected to the Client ID, whether or not you agree to these charges.

f) We may cancel or suspend your use of the Client ID if:

you break any of your obligations under these conditions; or

we are told about, or become aware of, any unauthorised or improper use of your Client ID (either by you or by someone else), or that any equipment you use to access the services has been stolen.

8. Liability

a) You agree that you will not make any of your business decisions based just on the information.

b) You acknowledge that the information is based on information other people give to us and that we cannot control the accuracy of this information, which may also contain advice or opinions.

c) We use all reasonable skill and care to provide the services. However, you agree that it is reasonable for us to limit our liability. In particular, we:

do not guarantee how accurate the information is, or how valid any advice or opinion we give is;
and

are not responsible for any loss which you suffer as a result of a claim made by someone who we have information, advice or an opinion about.

d) We are not liable to you for any of the following as a result of our negligence or us breaking the contract or other liability or obligation.

- Indirect loss
- Loss of profit
- Loss of business or business use

e) Our total liability to you in any one year (starting on the commencement date) for all claims for negligence, breaking the contract, or other liability or obligation is limited to £500 or the charges invoiced to you in that year, whichever is greater.

f) As far as we are allowed by law, we do not give any representations, guarantees or conditions that:

the services or the information (or both) are fit for a particular purpose;

the services or the information (or both) will not affect anyone else's intellectual property; or

the services or information (or both) will meet your requirements

g) Nothing in these conditions excludes our liability for death or personal injury arising out of our negligence.

h) You will protect us, and keep us fully protected, against any claims or actions made or brought against us as a result of:

- you making the information inaccurate or incomplete (whether by something you do or something you don't do); or
- you using the services.
- This protection will include all losses, damages, costs and other expenses (including any payments we make to settle any claims or actions on the advice of our lawyers) that we have to pay, and you promise to pay us for any loss, damage, cost or other expense. This protection will not apply if we are at fault.

9. General Confidentiality

a) We will both make sure that our officers, employees and agents do not pass any confidential information about the other to anyone else. This will not affect any of the other parts of these conditions.

b) 'Confidential information' means:

any information about our trade secrets, customers, business dealings or transactions; and

any information relating to the methods or techniques we use to provide the services. These include any tapes, documents or other materials.

c) These conditions do not apply to any confidential information which:

a court, tribunal or governmental authority orders us to reveal;

- is already public knowledge, other than where either you or we break these confidentiality conditions;
- the person who was told already knew (shown in written records); or
- was independently received from someone else, without that person breaking any confidentiality obligations they have to either you or us.

d) We can use the information you give us in relation to the services for any other purpose to which you agree.

10. Application Information

You grant us a royalty-free, non-transferable, continuous licence to use the application information. We can use the application information to improve the databases we use to provide

the services and any other databases, including those we use to provide similar services and other risk and fraud-prevention services to others.

11. Co-Operation and Help

At your own cost, you must co-operate with us and give us the information and help we need to perform our obligations in relation to the services.

12. Ending the Contract

a) At the end of the initial period, either of us may end your entitlement to receive the services by giving the other at least three months' notice, in writing.

b) Ending the contract will not affect:

- any other rights either you or we gained before the contract ended;
- any part of these conditions that apply even when the contract ended.

c) As soon as the contract ends, you must give us back all copies of our confidential information.

13. Following the Law

a) Both of us agree that, in relation to providing and using the services (as appropriate), we will both follow all relevant legislation and regulations. These include:

- the Data Protection Act 1998 (including the Data Protection principles);
- all amendments to the Data Protection Act 1998; and
- any regulations or requirements made by any governmental authority or equivalent body.

b) You agree to hold all the necessary registrations and licences. Whenever you want to use the services, you must get permission from the relevant person. You must use the wording set out on the website to get this permission.

c) If you fail to get this permission, you must not use the services on behalf of the relevant person.

d) You also agree to follow the code of conduct relating to the services that has been approved by the Office of the Information Commissioner. This will not affect your obligations to follow any statutory requirement.

14. Events Beyond Our Control

a) If either of us cannot carry out our obligations because of events beyond our control, whoever cannot perform their obligations will tell the other. Their obligations will be suspended, and they must do all they can to put the situation right as soon as possible.

b) Events beyond our control include the following acts or circumstances which neither of us can prevent.

- Acts of God.
- Strikes, lockouts or other industrial disturbances.
- Wars, blockades, riots, epidemics, landslides, lightning, earthquakes, fires, storms, civil disturbances and terrorism.
- Governmental regulations and directions.
- Any failure of hardware, software, telecommunications services or equipment which we use to provide the services, which is due to the fault of someone else.
- Any other cause that is not within our or your reasonable control.

15. Giving You Information

We will give you the information in line with our published standard timescales. We may publish new standard time scales from time to time. The time scales are only a guide and we do not have to keep to them if you raise a query that we cannot reasonably sort out within the timescales.

16. Transferring Rights

The rights granted by these conditions are personal. Neither of us can transfer or grant any of these rights to anyone else without the permission, in writing, of the other. This permission must not be unreasonably withheld or delayed.

17. Deciding Whether to Enforce Rights

If either of us fails to exercise any right or solution available under these conditions, any failure or delay will not prevent either of us from relying on those rights or solutions in the future.

18. Entire Agreement

a) These conditions are the whole agreement between both of us. They take the place of all previous negotiations, understandings and representations. These conditions may only be changed in writing and must be signed by both of our authorised representatives (except if either of us agreed to these conditions as a result of the other side's fraudulent misrepresentation).

b) If these conditions conflict with any other terms available on the website at any time (including but not limited to the terms of use), these conditions will apply. In this document, references to 'conditions' will include any changes that have been made to these conditions.

19. Removing Conditions

If a court finds any part of these conditions to be invalid, it will be deleted and the rest of these conditions will stay in full force.

20. Law

These conditions will be governed by English law. We both agree that the courts of England will have the power to settle any disagreement that may arise out of, under, or in connection with these conditions.

21. Notices

a) All notices must be in writing and sent by recorded-delivery post, fax or e-mail. If we write to you, we will use the address, fax number or e-mail address that you give in your application to receive the services. You can write to us at the address shown on the website if this is from the address of our registered office

b) All notices are considered to have been received:

- two working days after being posted if posted to the correct address;
- one hour after being sent if sent by fax to the correct fax number;
- one hour after the person it is addressed to starts work if sent by fax outside their normal working hours; and
- when a receipt notice is received if sent by e-mail to the correct e-mail address.
- If you or we send a notice by fax, the original fax must be put in the post on the same day that the fax is sent.

22. Third-Party Rights

Only you and we have legal rights under these conditions. Under the Contract (Rights of Third Parties) Act 1999, no-one else will be able to enforce any part of these conditions.

Contact

Questions, comments and requests regarding this privacy policy are welcomed and should be addressed to Data Clarity LTD of 9 Pride Point Drive, Pride Park, Derby. DE24 8BX or emailed to info@dataclarity.uk.com.