

A wooden sign with a yellow border and the text "Please Stay on the Path". The sign is mounted on a wooden post and is slightly tilted. The background is a blurred natural setting with rocks and trees.

Platform and Website Terms of Use Policy

Table of Contents

- 1. **Introduction** 3
- 2. **Access to website** 4
- 3. **Acceptable use restrictions** 5
- 4. **Intellectual property rights**..... 7
- 5. **Third-party websites**..... 8
- 6. **Registration** 9
- 7. **Disclaimers** 9
- 8. **Governing laws and jurisdiction**..... 9
- 9. **Contact Information** 9
- 10. **Miscellaneous** 10
- 11. **Document history** 11
 - Revision history 11
 - Reviewers 11
 - Approvers 11
 - Distribution list 11

1. Introduction

This website, the related services (such as any platform, online training courses, and any of the other services or functionality described in the Data Protection Policy and the content provided through a free or paid basis is operated by Zircon and BeTalent (collectively referred to as 'ZBeT', 'we', 'us', 'our').

Please read these terms carefully before using this website. It is important that you read these terms of use as your access to the website and the ZBeT platform is governed by them. By using the website, you confirm that you accept these terms of use and that you agree to comply with them, regardless of whether or not you choose to register with us. If you do not agree to these terms, you must not use the website. We recommend that you print a copy of these terms for future reference.

We can make changes to these terms of use at any time and will post any amended terms of use to the website. If you continue to use the website, you will be deemed to have accepted those amended terms of use.

These terms of use apply in conjunction with the following additional policies and terms, which also apply to your use of the website and the ZBeT platform:

- Our Data Protection Policy, which sets out the terms on which we process any personal data we collect from you, or that you provide to us; and
- Our Cookie Policy, which sets out information about the cookies on our site.

If you choose, or you are provided with, a user identification code, password, or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

The website may contain links to other independent websites which are not provided by us. Such independent sites are not under our control, and we are not responsible for and have not checked and approved their content or their privacy policies (if any).

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us.

If you have any enquiries in relation to this Website or the information on it, please contact us at sarah.linton@zircon-mc.co.uk.

2. Access to website

Access to and use of the platform and website, and the information and search services available through the website, is subject to these terms and conditions of use. We try to ensure that you have uninterrupted access to the website and its content and features and, if you are a registered user, to ZBeT platform and your accounts, but we cannot guarantee that access will always be available or uninterrupted. By accessing any part of this website, you are agreeing to these terms of use in full. If you do not accept these terms of use in full, you must leave this website immediately.

These terms of use in conjunction with our IT Data Security Standard, our applicable Code of Conduct and Data Protection Policy prevail over any other terms of use in any other document or order that you place or other terms which may be implied in any way. No variation of these terms of use shall be effective unless agreed in writing between you and us.

We may revise these terms of use at any time by updating this posting. You should check this platform and website from time to time to review the then current terms of use, because they are binding on you. Certain aspects of these terms of use may be superseded by expressly designated legal notices or specific terms located on particular pages of this website.

Any typographical, clerical or other error or omission in the platform, website or in any of our emails shall be subject to correction without any liability on our part.

2.1. Warranties and disclaimers

While we endeavour to ensure that the information on this platform and website is correct, we do not warrant the accuracy or completeness of the material on this platform and website. We also do not warrant that this platform and website, or websites which are linked with this website, are free from computer viruses or any other malicious or impairing computer programs. We may make changes to the material on this website or to any services, products or prices described in it, at any time without notice.

The material on this platform and website may be out of date, and we do not make any commitment to update this material.

From time to time, access may be interrupted, suspended or restricted, including because of a fault, error or other unforeseen circumstance or because we are carrying out planned maintenance. We will not be liable to you for any loss or damage which you may suffer as a result of the website or the ZBeT platform being unavailable at any time for any reason.

We may suspend or disable your access to the website and/or ZBeT platform at any time if, in our reasonable opinion:

- You have failed to comply with these terms of use.
- You have failed to comply with the terms and conditions that apply to you.

- Your account is being misused, illegally or fraudulently used or is subject to other unauthorised use.

The content, information and material on this platform and/or website is provided "as is" without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, we provide you this website on the basis that we exclude all representations, warranties, conditions and other terms (including without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which but for these terms of use may have effect in relation to this website, except where these have been expressly warranted.

3. Acceptable use restrictions

3.1. General Acceptable Use Restrictions

You must:

- Only use the website and the platform for their intended purposes and in accordance with these terms of use and the terms and conditions that apply to you.
- Provide us with accurate information and keep it updated.
- Be responsible for your own virus protection software.
- Comply with all applicable laws in relation to the access to and use of the website and the ZBeT platform.
- Not use the platform or any service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms, or act fraudulently or maliciously, for example by hacking into or inserting malicious code, such as viruses or harmful data, into the platform, any service or any operating system.
- Not use the platform or any service to bully, insult, intimidate or humiliate any person.
- Not use the platform or any service to transmit or publish any unsolicited or unauthorised advertising or promotional material.
- Not infringe our intellectual property rights or those of any third party in relation to your use of the platform or any service, including by the submission of any content or material (to the extent that such use is not licensed by these terms).
- Not transmit or submit to the service any content or material that is defamatory, offensive or otherwise objectionable in relation to your use of the platform or any service, or which does not comply with our content standards.
- Not use the platform or the service in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users.
- Not collect or harvest any information or data from any service or our systems or attempt to decipher any transmissions to or from the servers running any Service.

3.2. Content standards

Other than personally identifiable information which is covered under the Data Protection Policy, any material you transmit or post to this Website or supply to us in relation to the

website will be considered non- confidential and non-proprietary. We will have no obligations in relation to such material. We (and our designees) will be free to copy, disclose, distribute, incorporate and otherwise use such material and all data, images, sounds, text and other things embodied in any such material for any and all commercial or non-commercial purposes, and you confirm that you have all necessary rights and licences to enable us to do so.

ZBeT may anonymise and/or aggregate your personal information and keep that information indefinitely for the purposes of improving our services and analysing and establishing norm groups, research and benchmarks. We may share this anonymised and aggregated information with current and future clients and research partners.

The content standards must be complied with in spirit as well as to the letter. The standards apply to each part of any contribution as well as to its whole.

We will determine, in our discretion, whether a contribution breaches the content standards.

A contribution must:

- Be accurate (where it states facts).
- Be genuinely held (where it states opinions).
- Comply with the law applicable in England and Wales and in any country from which it is posted.

A contribution must not:

- Be defamatory of any person.
- Be obscene, offensive, hateful or inflammatory.
- Bully, insult, intimidate or humiliate.
- Promote sexually explicit material.
- Promote violence.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any copyright, database right or trademark of any other person.
- Be likely to deceive any person.
- Breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal activity.
- Be in contempt of court.
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person.
- Give the impression that the contribution emanates from an organisation, if this is not the case.

- Advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse.
- Contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism.
- Contain any advertising, promote any services, or web links to other sites.
- Be for which you have not obtained all necessary licences and/or approvals.
- Be technically harmful (including without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).
- Involves misusing the Website (including without limitation by hacking) or which attempts to affect the performance or functionality of any computer facilities of or accessed through the Website.
- Involves sending any unsolicited advertising or other promotional material, commonly referred to as "Spam".

If you wish to complain about content uploaded by other users, please contact us.

We will co-operate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or locate anyone posting any material in breach of these Terms of Use.

You shall fully indemnify ZBeT from time to time (which means our subsidiaries, our ultimate holding company and its subsidiaries as defined in section 1159 of the UK Companies Act 2006), our officers, directors, employees, shareholders affiliated companies including its subsidiaries and agents for any loss or damage suffered as a result of breach of your obligations in the above paragraph.

4. Intellectual property rights

The copyright and other intellectual property rights in all content and material on this website (including without limitation photographs, imagery and data published on them, logos, copyright, trademarks (whether registered or unregistered) and graphical images) are owned by ZBeT, its affiliate or subsidiary companies or its licensors, unless otherwise stated or indicated. Those works are protected by copyright laws and treaties around the world. All rights which are not expressly granted in these Terms of Use are reserved.

No part of this website may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service.

Use of any extracts from this website is prohibited. In particular, you are not in any event permitted to:

- Publish, distribute or otherwise reproduce in any format any of the content or copies of the content of this Website.
- use any content from this website in connection with any business or commercial enterprise including, without limitation, any media business or enterprise.
- modify, translate, reverse engineer, decompile, disassemble, or create derivative works based on any software or any documentation accompanying such software or other content available on or through this Website.

If you breach any of these Terms of Use, your permission to use this website automatically terminates and you must immediately destroy any downloaded or printed extracts from this Website.

5. Third-party websites

Any links to third party websites on this website are provided solely for your convenience. If you use these links, you leave this website. We have not reviewed all of these third-party websites and do not control, and are not responsible for these websites or their content or availability. We do not therefore endorse or make any representations about these websites, or any material found there, or any results that may be obtained from using them. If you decide to access any of the third-party websites linked to this website you do so entirely at your own risk.

If you would like to create a link to this website, please contact us first at sarah.linton@zircon-mc.co.uk to request permission. Any links to this website may only be on the basis that you link to, but do not replicate, the home page of this website, and subject to the following conditions:

- You do not remove, distort or otherwise alter the size or appearance of our trading names and logos.
- You do not create a frame or any other browser or border environment around this website.
- You do not in any way imply that we are endorsing any products or services other than our own.
- You do not misrepresent your relationship with ZBeT, nor present any other false information about us.
- You do not otherwise use any trademarks and trading names displayed on this website, including ZBeT, without our express prior written permission.
- You do not link from a website that is not owned by you.
- Your website does not contain content that is distasteful, offensive, controversial or, in our opinion, is or is likely to be detrimental to our reputation, infringes any intellectual property or other rights of any other person or otherwise does not comply with all applicable laws and regulations.

We expressly reserve the right to revoke any right which we grant to link to the website at any time including without limitation for breach of any of these Terms of Use, and to take any action that we deem appropriate.

You shall fully indemnify ZBeT, our officers, directors, employees, shareholders, affiliated companies, including its subsidiaries and agents for any loss or damage suffered as a result of breach of your obligations in this paragraph entitled "Links to and from other websites".

6. Registration

Where you register to use this website, each registration is for a single user only. We do not permit you to share your username and password with any other person, nor with multiple users on a network. Responsibility for the security of any passwords issued rests with you.

7. Disclaimers

We and any other party (whether or not involved in creating, producing, maintaining or delivering this website), and any of our group companies and the officers, directors, employees, shareholders or agents of any of them, exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation, negligence, contract or otherwise) in connection with this website in any way or in connection with the use, inability to use or the results of use of this website, any websites linked to this website or the material on such websites, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing this website or your downloading of any material from this website or any websites linked to this website.

Nothing in this legal notice shall exclude or limit our liability for:

- Death or personal injury caused by negligence (as such term is defined by the UK Unfair Contract Terms Act 1977).
- Fraud.
- Misrepresentation as to a fundamental matter.
- Any liability which cannot be excluded or limited under applicable law.

If your use of material on this website results in the need for servicing, repair or correction of equipment, software or data, you assume all costs thereof.

8. Governing laws and jurisdiction

These Terms of Use and all matters arising out of or relating to them are governed by English law. You agree that any dispute, claim or other matter which arises out of or in connection with these Terms of Use, and any use of this website will be dealt with in the English courts only.

9. Contact information

We are always pleased to hear from you. All comments, queries and requests regarding our services

You can either send an email to sarah.linton@zircon-mc.co.uk or alternatively you may write to us at the ZBeT office which you will find on our website under 'Contact'.

Translations of the ZBeT website Terms of Use into languages other than English are provided for information and convenience. For the definitive and binding version, please refer to the English language version which shall prevail in the case of any discrepancies between it and the translated versions.

10. Miscellaneous

If any provision of these Terms of Use is held by any court or other competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions and the remainder of the provision in question shall not be affected.

Any notice required or permitted to be given by us to you shall be made by email in accordance with the details that you have submitted to us. Any notice that you give to us shall be sent to our address, in writing.

11. Document history

11.1. Revision history

This document is subject to Change Control and as such any amendments must be carried out through the Document Change Management process and all Approvers must agree to the amendments. This document will update as and when required, and in any case, on an annual basis

Date of this revision 01/08/2022 Date of next review 01/08/2023

Version Number	Revision Date	Change History	Changes Marked	Updated By
1.3.10	30/03/2020	Policy created		Sarah Linton
1.8.21	02/08/2021	Page formatting and version number update	n/a	Sarah Linton
V1.8.22	01/08/2022	Amended name and version number. Re-formatted. Content amended to reflect best industry practices.	yes	Sarah Linton, Talal Malik

11.2. Reviewers

This document requires to be reviewed by the following reviewers.

Name	Title	Review date
Sarah Linton, Stu Scott Davies, Rhys Connolly	COO, IT Director, Strategic Client Partner	02/08/2021
Sarah Linton, Stu Scott Davies	COO, IT Director	15/08/2022

11.3. Approvers

This document requires the following approvals.

Name	Title	Approved date
Sarah Linton	Director	30/03/2020
Sarah Linton, Stu Scott Davies, Rhys Connolly	COO, IT Director, Strategic Client Partner	02/08/2021
Sarah Linton, Stu Scott Davies	COO, IT Director	15/08/2022

11.4. Distribution list

Once complete, this document will be distributed to:

All interested parties.