

# Website Terms & Conditions

## 1. INTRODUCTION

This web site (this "Site") and the Real Links Limited ("Real Links") recruiting service (the "Service") are provided by Real Links to our clients with white-labelled company branding. This is conditional on your acceptance of the terms and conditions of use set forth below (the "Terms and Conditions"). By accessing, using, and/or downloading messages, information, data, text, software or images, or other materials from this Site (the "Materials"), and by sending messages, information, data, text, software or images, or other materials to and from the Site ("Content"), you (i) represent that you have read, understand, and agree on your own behalf and on behalf of any entity on whose behalf you may act to accept and abide by these Terms and Conditions for each use and each visit of this Site; (ii) you are 18 years or older; and (iii) you have the authority to accept these Terms and Conditions personally or on behalf of the company you have named as the employer, and to bind that company to these Terms and Conditions.

If you do not agree to abide by these Terms and Conditions, you should not access or use the Service or this Site or download or use Materials from it.

These Terms and Conditions apply exclusively to your access to and use of the Service and this Site and do not alter the terms or conditions of any other agreement you may have with Real Links. In case of inconsistency between these Terms and Conditions and any other agreement you may have with Real Links, the other agreement shall prevail, but only to the extent of the inconsistency.

Throughout this document, the words "Real Links", "us", "we" and "our" refer to Real Links, the Site, or our Service, as is appropriate in the context of the words.

## 2. PERMITTED AND PROHIBITED USES

The Site may be used only for lawful purposes by (i) individuals seeking employment and career information ("Candidates"); (ii) law firms or companies that are interested in hiring Candidates through use of our Service ("Employers"); and (iii) individuals seeking to refer Candidates for job vacancies at Employers ("Referees") (together, Candidates, Employers and Referees mean the "Users"). "You" refers to the individual or legal entity, as applicable, identified as the user when you register on the Website.

You agree to use the Site only to send Content and receive Materials that are proper and related to purpose of the Site. Subject to these Terms and Conditions, Real Links grants you a non-exclusive, non-transferable, limited right to access, use and view this Site and the Materials thereon, solely for your own personal or internal company use, provided, however, that you may not, nor may you allow others to, directly or indirectly: (i) remove, from any copy of the Materials downloaded, the copyright or other proprietary notices contained in the Materials; (ii) sell, reproduce, modify or attempt to modify the Materials in any way or reproduce or publicly display, perform, or distribute or otherwise use them for any public or commercial purpose, including without limitation use of the Materials on any other web site; (iii) transfer the Materials to any other person without the written consent of Real Links; (iv) print or copy any of the HTML or other

computer programs that are accessible at this Site; (v) use this Site in any manner that could damage, disable, overburden or impair this Site; (vi) interfere with the security of, or otherwise abuse, this Site or any services, system resources, accounts, servers or networks connected to or accessible through this Site or affiliated or linked sites; (vii) disrupt or interfere with any other person's use or enjoyment of this Site or affiliated or linked sites; (viii) upload, post or otherwise transmit on this Site any Content that would negatively affect the functioning of the Site, including without limitation computer viruses, Trojan horses, worms or other harmful, disruptive or destructive files or computer programs or that imposes an unreasonable or disproportionately large load on this Site's infrastructure; (ix) use any robot, spider or other automatic program or device, or manual process to monitor, copy, summarize, or otherwise extract information from this Site or the Materials in whole or in part; (x) use or attempt to use another's account, password, service, system or other information without prior written authorization from Real Links; (xi) create or use a false identity on this Site; (xii) attempt to obtain unauthorized access to this Site or portions of this Site that are restricted from general access; (xiii) transmit on, to or from this Site spam, chain letters, junk mail or any other type of unsolicited mass e-mail; (xiv) harvest or otherwise collect information about others, except for the sole stated purposes provided by this Site, including e-mail addresses, without their consent; or (xv) register an e-mail address that you do not own or for which you do not have the express permission of the owner to register.

You may send certain Content to or from the Site. You may only send Content for the lawful, stated purposes of this Site. You agree, that in sending Content, you will not, nor will you allow others to, directly or indirectly: (i) send any incomplete, false or inaccurate information; (iv) send or transmit any Content that is unlawful, harmful, threatening, abusive, harassing, defamatory, libelous, vulgar, obscene, or tortuous or materials which infringe or violate any third party's copyright, trademark, trade secrets, privacy or other proprietary or property right or that could constitute a criminal offence, give rise to civil liability or otherwise violate any applicable law; (iii) impersonate any person or entity, including without limitation an authorized user of Real Links' Services, a Candidate, an Employer or Referee, or otherwise misrepresenting your affiliation with any person or entity.

In addition, you agree that you are solely responsible for actions and communications undertaken or transmitted in the course of your usage of this Site, and that you will comply with all laws that apply or may apply to your use of or activities on this Site or in respect of the Content and Materials. Real Links will investigate occurrences which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations.

You agree to keep all information gained from using our Site confidential. You agree that (i) you will use any content submitted by Candidates in accordance with applicable privacy and data protection laws; (ii) you will not disclose the identities of Candidates listed on Real Links, outside of your HR department and relevant lawyers responsible for HR at your firm; and (iii) you will take appropriate physical, technical and administrative measures to protect content you obtain through use of the Site and Service from loss,

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misuse, unauthorized access, disclosure, alteration and destruction.

Real Links reserves the right at all times to disclose any Content provided by you as necessary to satisfy any law, regulation or governmental request, or to edit, refuse to post or remove any Content, in whole or in part, that in Real Links' sole discretion is objectionable or in violation of these Terms and Conditions.

## 3. REGISTRATION AND PASSWORD

In registering for an account on the Site, you agree to (i) provide true, accurate, current, and complete information about yourself as prompted by the Services' registration form ("Registration Data"); and (ii) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. You agree to immediately notify Real Links of any unauthorized use of your registration or password.

## 4. RECRUITMENT PROCESS

Candidates, Referees and Employers are solely responsible for any issues arising from the use of Real Links software or their use of the Service.

We are not liable for, or obligated to enforce, any agreements between (i) an Employer and a Candidate; (ii) an Employer and a Referee; and (iii) a Candidate and a Referee. You will not consider Real Links, nor will Real Links be construed as, a party to transactions between the Users. Real Links will not be liable for any costs or damages arising out of or related to transactions between the Users.

No contractual obligations are created for any of the Users through use of the Service. The Candidate is not obligated to accept an offer from an Employer.

## 5. PAYMENTS

A Referee will receive a referral bonus amount as determined by the Employer (the "Referral Payment"). The Referral Payment will be paid directly by the Employer to the Referee.

## 6. IP

Limited License and Copyright. This Site, including all Materials, is protected by UK and worldwide copyright laws and treaty provisions. You agree to comply with all copyright laws worldwide in your use of this Site and to prevent any unauthorized copying of the Materials. Except as expressly provided herein, Real Links does not grant any express or implied right or license to you under any intellectual property right, including under any patent, trademark, copyright, trade secret, or confidential information, of Real Links.

Reservation of Rights. Real Links Services, methods and processes may be covered by one or more patents or other statutory intellectual property rights, and are subject to trade secret and other proprietary rights. Real Links reserves all such rights.

Software. Any software, including calculator software, as well any files, images generated by such software, code and data accompanying such software (the "Software"), used or accessible through this Site is the copyrighted work of Real Links or its licensors. Unless provided for elsewhere, you are licensed to use the Software on a non-exclusive basis for the

purposes expressly stated on this Site. Except as permitted by law, you may not use the Software for any other purpose or attempt to decipher, decompile, disassemble or reverse engineer any of the Software comprising or in any way making up a part of the Site.

## 7. LINKS AND THIRD PARTY CONTENT

Certain links on this Site may take you to other web sites. Real Links provides these links only as a convenience. These linked sites are not necessarily under the control of Real Links. If you use these sites, you will leave this Site. If you decide to visit any linked site, you do so at your own risk and it is your responsibility to take all protective measures to guard against viruses and other destructive elements.

Real Links is not responsible for the contents of any such linked page or any other page not under its control. Real Links makes no representation or warranty regarding, and does not endorse, any linked web sites, the information appearing thereon or any of the products or services described. Links do not imply that Real Links sponsors, endorses, is affiliated or associated with, or is legally authorized to use any trademark, trade name, logo or copyright symbol displayed in or accessible through the links, or that any linked site is authorized to use any trademark, trade name, logo or copyright symbol of Real Links.

## 8. DISCLAIMERS

You acknowledge that any use of or reliance on this Site or any Materials shall be at your sole risk. Real Links makes no representation or guarantee of any kind regarding the Site and/or the Materials. Real Links expressly disclaims all representations, warranties and conditions, including without limitation any implied warranties and conditions of merchantability, merchantable quality, non-infringement and fitness for a particular purpose and those arising by statute or otherwise in law or from a course of dealing or usage of trade. Real Links does not guarantee that this site will continue to operate, operate without interruptions or that it will be error-free.

Because user authentication on the Internet is difficult, Real Links cannot and does not confirm that each user is who they claim to be. Because we do not and cannot be involved in user-to-user dealings or control the behavior of participants on this Site, in the event that you have a dispute with one or more users, you release Real Links (and our agents and employees) from all claims, demands and damages of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

Real Links is under no legal obligation to, and generally does not, control the Content provided by other users which is made available through the Site. By its very nature, other people's information may be offensive, harmful or inaccurate, and in some cases will be mislabeled or deceptively labeled. Real Links does not guarantee, and makes no representations or warranties as to the truthfulness, accuracy, reliability, currency, veracity or completeness of the Materials or about the results to be obtained using the Materials. The use of the Site and the Material is at your own risk. Changes are periodically made to the Site and may be made at any time.

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You acknowledge and agree that you are solely responsible for (i) the form, content and accuracy of any posting or other Content placed by you, as applicable on the Site and (ii) all communications and interactions with other Users.

Real Links shall not be responsible for any employment decisions, for whatever reason made, made by any entity posting jobs on the Site.

## 9. LIMITATION OF LIABILITY

You agree that Real Links will not be responsible or liable for any loss or damages whatsoever, including without limitation indirect, special or consequential damages or other damages (including without limitation damages for harm to business, loss of information or programs or data, loss of profit, loss of savings, loss of revenue), arising from or in connection with the use of or access to, or the inability to use or access, this Site, the Service the materials, any content provided or from any communications, interactions or meetings with other Users, in each case on any theory of liability, resulting from (i) the use or inability to use the Site or Service; (ii) statements or conduct of any third party on the Site or Service; or (iii) any other matter related to the Site or Service, whether based on warranty, copyright, contract, tort (including negligence), product liability or other legal theory.

Real Links will not be liable to a Candidate or Referees in respect of any claims arising under or in connection with these Terms and Conditions and/or the use of the Site or Service.

[DIMPLE – PROB DOESN'T MAKE SENSE TO INCLUDE EMPLOYERS AS COVERED IN OUR MAIN AGREEMENT?]

The limitations of liability and disclaimers in these Terms and Conditions apply regardless of the form of action, whether in contract, warranty, civil liability, delict, quasi-delict, strict liability, negligence, or other tort and shall survive a fundamental breach or breaches, or the failure of the essential purpose of contract or the failure of an exclusive remedy.

## 10. INDEMNITY

You agree to defend, indemnify and hold harmless each of Real Links, its affiliates, and each of their officers, directors, employees and agents, including all third parties mentioned at the Site, from and against any and all claims, damages, obligations, losses, liabilities, costs, debt, expenses, actions or demands, including without limitation reasonable legal and accounting fees, alleging or resulting from (i) your breach of these Terms and Conditions; or (ii) any claim that any of your Content caused damage to another third party.

## 11. GOVERNING LAW AND JURISDICTION

These Terms and Conditions shall be interpreted, construed and governed by English law. You irrevocably agree that the courts of England are to have exclusive jurisdiction to settle any disputes (including non-contractual disputes) which may arise out of or in connection with these Terms and Conditions and that accordingly any proceedings arising out of or in connection with these Terms and Conditions shall be brought in such courts. You irrevocably submit to the jurisdiction of such courts.

## 13. CHANGES TO TERMS AND CONDITIONS

Real Links has the right, in its sole discretion, to add to, remove, modify or otherwise change any part of these Terms and Conditions, including the Privacy Policy, in whole or in part, at any time. Changes will be effective when notice of such change is posted at this Site. Please check these Terms and Conditions frequently for updates by checking the date of "Last Update" at the top of this document. If any change is not acceptable to you, you must discontinue your use of this Site immediately. Your continued use of this Site or downloading or use of Materials from it after any such changes are posted will constitute acceptance of those changes.

## 14. CHANGES TO THIS SITE

Real Links may terminate, change, suspend or discontinue any aspect of this Site, including (i) changing the availability of any features, at any time without notice or liability; (ii) removing, adding, modifying or otherwise changing any Materials on or from this Site; or (iii) imposing limits on certain features and Services or restricting your access to parts or all of this Site without notice or liability for any reason whatsoever. Real Links reserves the right but not the duty, in its sole discretion, to correct any errors or omissions in any portion of this Site at any time without notice.

## 15. FORCE MAJEURE

Neither party shall be responsible to the other for its failure to comply with any part of these Terms and Conditions, if this is the result of events beyond its reasonable control, including, but not limited to, acts of God, war, insurrection, riots, terrorism, crime, employment shortages (including lawful and unlawful strikes), embargoes, postal disruption, communication disruption, failure or shortage of infrastructure, shortage of materials, or any other event beyond its control (a "Force Majeure Event"), provided that the party affected gives prompt notice in writing to the other party of such Force Majeure Event and uses all reasonable endeavors to continue to perform its obligations under these Terms and Conditions. If the Force Majeure Event continues for more than one month, the party not subject to the Force Majeure Event may terminate agreement to these Terms and Conditions by notice in writing to the other party.

## 16. SEVERABILITY

In the event that a provision of these Terms and Conditions is found to be unlawful, conflicting with another provision of these Terms and Conditions, or otherwise unenforceable, the Terms and Conditions will remain in force as though it had been entered into without that unenforceable provision being included in it.

## 17. WAIVER

No failure or delay by either party in exercising any of its rights or remedies under these terms and conditions shall operate as a waiver of those rights or remedies. No waiver shall be effective unless in writing and shall apply only in relation to the matter in respect of which it was specifically given. No waiver of any breach of these Terms and Conditions is a waiver of any subsequent or other breach.

## 18. TERMINATION

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Real Links reserves the right, at its sole discretion, to pursue all of its legal remedies, including but not limited to removal of your Content from the Site (permanently or temporarily) and/or terminate any Services provided to you upon any breach by you of these Terms and Conditions.

If you decided to end your agreement to these Terms and Conditions, you may do so by notifying Real Links by notice in writing and closing your account for the Service. Termination may result in immediate removal from the Site of any Content you have submitted. Real Links shall have no liability whatsoever for the suspension, termination or deletion of your Content.

Relevant provisions in these Terms and Conditions (including in respect of the success fee, warranty disclaimers, indemnity and limitations of liability) shall survive termination.

## 19. NOTICE

For the purposes of these Terms and Conditions, you (i) consent to receive notice and communications from Real Links in an electronic form (whether by e-mail or by Real Links posting notices on the Site); and (ii) agree that all terms, conditions, agreements, notices, disclosures, and other communications that Real Links provides to you electronically satisfy any requirements.

## 19. GENERAL

(i) Except as expressly provided in additional terms of use for areas of the Site, a particular legal notice, or an additional agreement, these Terms and Conditions constitute the entire agreement between Real Links and you with respect to the subject matter hereof; (ii) any cause of action you may have with respect to your use of this Site or which is the subject of these Terms and Conditions must be commenced within one (1) year after the claim or cause of action arises; (iii) if for any reason a court of competent jurisdiction finds any provision of these Terms and Conditions or portion thereof to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of these Terms and Conditions, and the remainder of these Terms and Conditions shall continue in full force and effect; (iv) the relationship of the parties is solely that of independent contractors and neither party shall have any authority to act for or bind the other party; (v) no changes to these Terms and Conditions shall be made except by a revised posting on this page.