

# USER TERMS OF USE

## 1. ACCEPTANCE OF TERMS

These terms of use ("Terms"), govern your use of this website ([www.abintegro.com](http://www.abintegro.com)) and Abintegro career tools/resources provided on any other website and/or any services provided or offers made via the website (together, 'Service(s)').

The Terms may change from time to time and we shall endeavour to notify you of any changes. Your continued use of the Service following any such change shall indicate your acceptance of the new terms and your agreement to be bound by the same. You may stop using the Service at any time.

Subject to any additional terms which Abintegro may agree with you, these Terms constitute the entire agreement between you and Abintegro relating to the use of the Service and supersede any prior terms, agreements, representations or communications. Nothing shall hereby be construed as to limit or exclude liability for fraudulent misrepresentation.

## 2. USAGE

You are granted a limited licence to use the Service for your personal use only. You may not use the Service or any information or materials contained in the Service for any commercial purpose other than in connection with your own personal career development and general job hunting/recruitment requirements and you may not download the website (other than page caching) or modify it, or any portion of it, except with the prior written consent of Abintegro. Abintegro may terminate or withdraw the said licence at any time including without limitation in the event that you breach these Terms.

We reserve the right to monitor your use of the Service in order to maintain and improve the same, to protect our Content and the content of any third parties and to protect other users of the Service.

You are granted a limited, revocable, and non-exclusive right to create a hyperlink to the home page of the website as long as the link does not portray Abintegro or its products or services in a false, misleading, derogatory, or otherwise offensive way.

## 3. ACCOUNT DETAILS

You are responsible for maintaining the confidentiality and security of your account information, including your email address and password. You agree to take all reasonable steps to ensure the ongoing security and confidentiality of your account information and to notify us immediately if you suspect or become aware of any misuse of the same. You shall be responsible for any actions carried out by any person using your account details.

## 4. SERVICE CONTENT

All intellectual property rights (including but not limited to all copyrights, trademarks, patents, database rights, domain names, designs, rights in data, confidential information and know-how rights (registered or unregistered)) in any and all content and structure of the Service ("Content") is the property of Abintegro or its licensors.

You may not use any of the Content without the prior written consent of Abintegro. You may not use any meta tags or any other "hidden text" utilising Abintegro's trademark(s) without our prior written consent and you may not make any copies or modify, licence, create derivative works from, transfer, post, publish, transmit, reproduce, distribute or in any other way exploit the Content without the prior written consent of Abintegro.

The website contains links to third party websites, services and/or content. Abintegro has no control over these sites and accepts no responsibility in relation to their operation, services or content. You shall be solely responsible for evaluating the suitability, accuracy and completeness of any such websites, services and/or content.

You agree to defend, indemnify and hold Abintegro and its affiliates, directors, employees and shareholders harmless from any and all claims, actions, proceedings, losses, damages, liabilities, costs and expenses,

including reasonable legal fees, arising in any way from your use or misuse of the Service or the placement or transmission of any message, information, software or other materials through the Service by you or any users of your account or any violation of these Terms by you or any users of your account.

## **5. INFORMATION PROVIDED BY YOU**

You warrant and represent that any information, data and/or other material which you provide to Abintegro or (where applicable) post, upload or submit to the Service, including but not limited to your profile, personal data, employment history and other recruitment and career related information ('Information') does not breach these Terms in any respect.

You represent and warrant that

- you own or control all rights in the Information;
- the Information is accurate and true;
- the provision or submission of the Information and/or use by Abintegro in accordance with these Terms will not infringe the rights of any third party, including without limitation any intellectual property rights or rights in respect of data protection or confidentiality.

You agree to indemnify Abintegro fully and keep it indemnified with respect to any third party claims arising out of or in connection with a breach of any of the aforementioned warranties.

## **6. AVAILABILITY/ACCESS**

Whilst we will always try to ensure the availability of the Service, the nature of the Internet means we cannot provide any assurances or guarantees with regard to the availability of or access to the Service. We may also need to suspend or prohibit access to the Service from time to time for maintenance and other necessary works and in doing so we shall endeavour to keep any downtime to a minimum and, wherever practicable, confine it to unsocial hours.

## **7. LIABILITY**

The Service is provided on an 'as is' and 'as available' basis. Abintegro provides no warranty, express or implied, in respect of the Service including those as to the availability, the quality or fitness for purpose of the Service, or the completeness, accuracy or currency of any information or data provided in connection with the Service.

Abintegro shall have no liability to you (whether under contract, tort or otherwise) for any indirect or consequential loss or damage suffered or incurred by you or for any loss of production, loss of or corruption to data, loss of profits or of contracts, loss of operation time, loss of goodwill or anticipated savings arising out of your use of the Service, even if we have been advised of the same.

To the maximum extent permitted by applicable law, Abintegro excludes all liability (whether arising in contract, tort (including negligence), breach of statutory duty or otherwise) arising in connection with the Service, including without limitation any liability in respect of any inaccuracy, defect, error, omission, interruption, deletion, defect, delay in operation or transmission, virus, theft or destruction or unauthorised access.

You agree and accept that the general recruitment process, career development and related activities offer no certainty of success and that Abintegro shall not be responsible for any failure to secure or locate any suitable employment, employment resource or candidate.

Nothing in these Terms shall operate as an exclusion or limitation in respect of liability arising from (a) death or personal injury caused by Abintegro's negligence, or (b) fraud or pre-contractual fraudulent misrepresentation. Save as aforesaid, Abintegro's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the Services and/or these Terms shall be limited to the sum of £1.00 (one pound sterling).

Abintegro shall not be liable for any default, delay or failure in performance caused by events beyond its reasonable control.

## **8. TERMINATION/SUSPENSION**

We reserve the right in our sole discretion at any time to refuse you access to the Service, terminate your account with us or remove or edit Content. If we believe that unauthorised or improper use is being made of any Service, we may also, without notice, take such action as we deem appropriate to prevent or inhibit the said unauthorised or improper use.

We reserve the right to immediately and without notice withdraw, bar or suspend the provision of the whole or any part of the Service and/or end the Service immediately in the following events:

- if you breach any provision of this Agreement;
- if we reasonably consider the Services are being used in an inappropriate or improper;

If we suspend your use of the Services for contravention of any part of this Contract, we will not restore it until we receive an acceptable assurance from you that there will be no further contravention.

## **9. DATA**

By accepting these Terms, you agree that we may hold any personal details submitted by you and use and process them in accordance with our Privacy Policy.

## **10. COMPANY DETAILS**

The company providing the Service is Abintegro Limited (Company registration no.6512512), whose postal address is at PO Box 57970, London W4 9AE and whose registered office is at 19 Seer Mead, Seer Green, Beaconsfield, Bucks, HP9 2QL.

## **11. GENERAL**

These Terms shall be construed in accordance with the laws of England and Wales and any dispute shall be subject to the exclusive jurisdiction of the Courts of England.

If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall be unaffected.

No forbearance or delay on the part of Abintegro in enforcing its rights shall prejudice or restrict its rights and no waiver of any rights or of any breach of any contractual terms shall be deemed to be a waiver of any other right or of any later breach.

# USER PRIVACY POLICY

## 1. INTRODUCTION

At Abintegro, safeguarding data is a top priority. We want to ensure that (i) you know exactly how we use your personal information, (ii) you continue to have peace of mind about how we use your data and (iii) we act transparently.

This privacy policy ('Policy') explains

- the nature of the personal information which we collect about you when you use our website or services;
- the ways in which we collect that information;
- how we use that information;
- how to find out about the personal information we hold about you and how to access and update that information.

## 2. NATURE OF THE INFORMATION WE COLLECT

Information collected in the Service includes your name, address, post code, telephone number(s), email address and any career, study or employment-related and biographical information which you submit in the process of registering for or using the Service, such as details of employment and education.

## 3. HOW WE COLLECT INFORMATION

We collect information about you in two main ways:

- directly from you, such as when you register on our website or provide information to us or via the Service; and
- indirectly from you, via the use of Cookies (see section 5 below) when you browse this website.

The hosting of our servers is provided to us by a company based in the UK.

## 4. USE & DISCLOSURE OF INFORMATION

We may use and analyse information about you for the following purposes:

- to provide you with access to our website and to provide the Services offered via the website;
- to contact you if necessary in order to verify your identity for security and other purposes, including administrative purposes;
- in connection with crime and fraud prevention;
- to assist you with any service enquiries;
- to help us develop and enhance the services we offer you;
- for the purpose of market and trend analysis and production of internal reports;
- to a prospective purchaser in the event of any sale of our company or the sale of any assets of the company;

We stress that we shall not sell or disclose your personal information to any third party.

We may also disclose your personal information to the extent that we are required to do so under any applicable laws or regulations or where such disclosure would be in your interest or in the public interest.

## 5. COOKIES

A "cookie" is a piece of information, like a tag, which enables your PC to be identified when you visit a website. In order to provide you with the best possible online experience, we may use cookies when you visit our website.

Cookies may be used to help you in the following ways:

- to keep track of how many times you do specific things whilst the website;
- to provide you with self-help information.

Data collected by cookies will not be passed to any third party. You have the ability to accept or decline cookies. Most PCs automatically accept them but you can modify your browser settings to decline if you so wish. If you decline cookies, you should be aware that some aspects and/or functionality of our website may not work. We therefore recommend that you accept cookies.

## **6. ACCESSING YOUR INFORMATION**

Should you need to gain access to any personal information we may hold on you, you may do so by submitting a request in writing to us, for the attention of the Managing Director, Abintegro Limited, PO Box 57970, London W4 9AE. You may also email us at [support@abintegro.com](mailto:support@abintegro.com). We shall levy a charge of £20 for any such request, to cover the administrative cost of supplying the information requested.

## **7. SECURITY**

We have an ongoing program of improvement and development in order to protect your personal data from unauthorised access, accidental loss and/or destruction. We use industry standard secure sockets layer (SSL) technology, to protect personal information, as well as the use of specific logins and secure passwords. Our main web server and database server are held in a securely managed data centre and further protected with a personal firewall and inherent security layers.

Please be aware that communications over the Internet, such as e-mails/webmails, are not secure unless they have been encrypted. We cannot accept responsibility for any unauthorised access or loss of personal information that is beyond our control.

## **8. CHANGES TO THIS POLICY**

We will keep this Policy under review and any changes made from time to time will be posted on this page.