

# Talent Mining's Terms and Conditions of Use

Last Updated 01/10/2014

## 1. Introduction

- 1.1 These terms and conditions govern your use of our websites.
- 1.2 **By using our websites, you accept these terms and conditions in full; accordingly, if you disagree with these terms and conditions or any part of these terms and conditions, you must not use our websites.**
- 1.3 If you register with our website, submit any material to our website or use any of our website services, we will ask you to expressly agree to these terms and conditions.
- 1.4 You must be at least 18 years of age to use our website; and by using our website or agreeing to these terms and conditions, you warrant and represent to us that you are at least 18 years of age.
- 1.5 Our website uses cookies; by using our website or agreeing to these terms and conditions, you consent to our use of cookies in accordance with the terms of our privacy policy.
- 1.6 We may revise these terms of use at any time by amending this page. Please check this page from time to time to take notice of any changes we made, as they are binding on you.

## 2. Copyright notice

- 2.1 Copyright (c) 2014 Talent Mining Ltd.
- 2.2 Subject to the express provisions of these terms and conditions:
  - (a) we, together with our licensors, own and control all the copyright and other intellectual property rights in our website and the material on our website; and
  - (b) all the copyright and other intellectual property rights in our website and the material on our website are reserved.

## 3. Licence to use website

- 3.1 You may:
  - (a) view pages from our website in a web browser;
  - (b) download pages from our website for caching in a web browser;
  - (c) print pages from our website;
  - (d) stream audio and video files from our website; and
  - (e) use our website services to download backups of your content and reports of

your content by means of a web browser,

subject to the other provisions of these terms and conditions.

- 3.2 Except as expressly permitted by Section 3.1 or the other provisions of these terms and conditions, you must not download any material from our website or save any such material to your computer.
- 3.3 Except as expressly permitted by these terms and conditions, you must not edit or otherwise modify any material on our website.
- 3.4 Unless you own or control the relevant rights in the material, you must not:
  - (a) republish material from our website (including republication on another website);
  - (b) sell, rent or sub-license material from our website;
  - (c) show any material from our website in public;
  - (d) exploit material from our website for a commercial purpose; or
  - (e) redistribute material from our website.
- 3.5 Notwithstanding Section 3.4, you may redistribute our newsletter in print and electronic form to any person.
- 3.7 We reserve the right to restrict access to areas of our website, or indeed our whole website, at our discretion; you must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on our website.
- 3.8 We may update our site from time to time, and may change the content at any time. However, please note that any of the content on our site may be out of date at any given time, and we are under no obligation to update it.
- 3.9 We do not guarantee that our site, or any content on it, will be free from errors or omissions.
- 3.10 We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. Access to our site is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our site without notice. We will not be liable to you if for any reason our site is unavailable at any time or for any period.
- 3.11 You are responsible for making all arrangements necessary for you to have access to our site.
- 3.12 You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

#### **4. Fees**

- 4.1 You agree to pay us all fees for each service you use in accordance with the

pricing and payment terms displayed to you for that service. Fees paid by you are non-refundable except when required by Law.

- 4.2 Where services are provided on a single payment basis these have to be paid in full and in advance.

## **5. Acceptable use**

- 5.1 You must not:

- (a) use our website in any way or take any action that causes, or may cause, damage to the website or impairment of the performance, availability or accessibility of the website;
- (b) use our website in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
- (c) use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
- (d) access or otherwise interact with our website using any robot, spider or other automated means; or
- (e) violate the directives set out in the robots.txt file for our website.

- 5.2 You must ensure that all the information you supply to us through our website, or in relation to our website, is true, accurate, current, complete and non-misleading.

## **6. Registration and accounts**

- 6.1 To be eligible for an individual account on our website under this Section 6, you must be at least 18 years of age and resident in the United Kingdom.
- 6.2 You may register for an account with our website by completing and submitting the account registration form on our website, and clicking on the verification link in the email that the website will send to you.
- 6.3 You must notify us in writing immediately if you become aware of any unauthorised use of your account.
- 6.4 You must not use any other person's account to access the website, unless you have that person's express permission to do so.

## **7. User IDs and passwords**

- 7.1 If you register for an account with our website, you will be asked to enter your current email address as your unique ID and choose a password.

- 7.2 Your user ID must not be liable to mislead and must comply with the content rules set out in Section 10; you must not use your account or user ID for or in connection with the impersonation of any person.
- 7.3 You must keep your password confidential.
- 7.4 You must notify us in writing immediately if you become aware of any disclosure of your password.
- 7.5 You are responsible for any activity on our website arising out of any failure to keep your password confidential, and may be held liable for any losses arising out of such a failure.

## **8. Cancellation and suspension of account**

- 8.1 We may:
  - (a) suspend your account; and/or
  - (b) cancel your account;at any time in our sole discretion without notice or explanation.
- 8.2 You may cancel your account on our website via your account control page on the website. If you cancel your account you will not receive a refund for any period of time you did not use in that billing cycle unless you are terminating because of our breach of these terms of which you have so notified us in writing, or unless a refund is required by law.

## **9. Your content: licence**

- 9.1 In these terms and conditions, "Your Content" means all works and materials (including without limitation text, graphics, images, audio material, video material, audio-visual material, scripts, software and files) that you submit to us or our website for storage or publication on, processing by, or transmission via, our website.
- 8.2 You retain ownership of all of your intellectual property rights in Your Content. Talent Mining does not claim ownership over any of Your Content. You agree that for Talent Mining to provide the Services to you Talent Mining will have to store, retrieve and process and make available to You and anyone else you have notified us of when using our services.
- 9.3 You grant us a worldwide, royalty free license to use, reproduce, distribute, modify, adapt, create derivative works, make publicly available, and otherwise exploit Your Content, but only for the limited purposes of providing the services to you and as otherwise permitted by our privacy policies. This license for such limited purposes continues even after you stop using our Services. This license also extends to any trusted third parties we work with to the extent necessary to provide the Services to you.
- 9.4 If you provide us with feedback about the services, we may use your feedback

without any obligation to you.

- 9.5 You agree that for Talent Mining to provide the Services to you Talent Mining may ask other trusted parties to store, retrieve and process Your Content.
- 9.6 You may edit your content to the extent permitted using the editing functionality made available on our website.

## **10. Your content: rules**

- 10.1 You warrant and represent that your content will comply with these terms and conditions.
- 10.2 Your content must not be illegal or unlawful, must not infringe any person's legal rights, and must not be capable of giving rise to legal action against any person (in each case in any jurisdiction and under any applicable law).
- 10.3 Your content, and the use of your content by us in accordance with these terms and conditions, must not:
- (a) be libellous or maliciously false;
  - (b) be obscene or indecent;
  - (c) infringe any copyright, moral right, database right, trade mark right, design right, right in passing off, or other intellectual property right;
  - (d) infringe any right of confidence, right of privacy or right under data protection legislation;
  - (e) constitute negligent advice or contain any negligent statement;
  - (f) constitute an incitement to commit a crime, instructions for the commission of a crime or the promotion of criminal activity;
  - (g) be in contempt of any court, or in breach of any court order;
  - (h) be in breach of racial or religious hatred or discrimination legislation;
  - (i) be blasphemous;
  - (j) be in breach of official secrets legislation;
  - (k) be in breach of any contractual obligation owed to any person;
  - (l) depict violence;
  - (m) be pornographic, lewd, suggestive or sexually explicit;
  - (n) be untrue, false, inaccurate or misleading;
  - (o) consist of or contain any instructions, advice or other information which may be acted upon and could, if acted upon, cause illness, injury or death, or any other loss or damage;
  - (p) constitute spam;

- (q) be offensive, deceptive, fraudulent, threatening, abusive, harassing, anti-social, menacing, hateful, discriminatory or inflammatory; or
  - (r) cause annoyance, inconvenience or needless anxiety to any person.
- 10.4 Your content must be appropriate, civil and tasteful, and accord with generally accepted standards of etiquette and behaviour on the internet.
- 10.5 You must not use our website to link to any website or web page consisting of or containing material that would, were it posted on our website, breach the provisions of these terms and conditions.
- 10.6 You must not submit to our website any material that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

## **11. Report abuse**

- 11.1 If you learn of any unlawful material or activity on our website, or any material or activity that breaches these terms and conditions, please let us know.
- 11.2 You can let us know by email to [reportabuse@talentmining.co.uk](mailto:reportabuse@talentmining.co.uk)

## **12. Limited warranties**

- 12.1 We do not warrant or represent:
- (a) the completeness or accuracy of the information published on our website;
  - (b) that the material on the website is up to date; or
  - (c) that the website or any service on the website will remain available.
- 12.2 We reserve the right to discontinue or alter any or all of our website services, and to stop publishing our website, at any time in our sole discretion without notice or explanation; and save to the extent that these terms and conditions expressly provide otherwise, you will not be entitled to any compensation or other payment upon the discontinuance or alteration of any website services, or if we stop publishing the website.
- 12.3 To the maximum extent permitted by applicable law and subject to Section 12.1, we exclude all representations and warranties relating to the subject matter of these terms and conditions, our website and the use of our website.
- 12.4 We do not guarantee that our site will be secure or free from bugs or viruses.
- 12.5 You are responsible for configuring your information technology, computer programs and platform in order to access our site. You should use your own virus protection software.

## **13. Linking to our site**

- 13.1 You may link to our home page, provided you do so in a way that is fair and legal

and does not damage our reputation or take advantage of it.

- 13.2 You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.
- 13.3 You must not establish a link to our site in any website that is not owned by you.
- 13.4 Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.
- 13.5 We reserve the right to withdraw linking permission without notice.
- 13.7 If you wish to make any use of content on our site other than that set out above, please contact [support@talentmining.co.uk](mailto:support@talentmining.co.uk).

#### **14. Limitations and exclusions of liability**

- 14.1 Nothing in these terms and conditions will:
  - (a) limit or exclude any liability for death or personal injury resulting from negligence;
  - (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
  - (c) limit any liabilities in any way that is not permitted under applicable law; or
  - (d) exclude any liabilities that may not be excluded under applicable law.
- 14.2 The limitations and exclusions of liability set out in this Section 14 and elsewhere in these terms and conditions:
  - (a) are subject to Section 14.1; and
  - (b) govern all liabilities arising under these terms and conditions or relating to the subject matter of these terms and conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.
- 14.3 We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.
- 14.4 We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.
- 14.5 We will not be liable to you in respect of any loss or corruption of any data, database or software.
- 14.6 We will not be liable to you in respect of any special, indirect or consequential loss or damage.
- 14.7 You accept that we have an interest in limiting the personal liability of our officers and employees and, having regard to that interest, you acknowledge that we are a limited liability entity; you agree that you will not bring any claim personally against our officers or employees in respect of any losses you suffer in connection with the website or these terms and conditions (this will not, of course, limit or exclude the

liability of the limited liability entity itself for the acts and omissions of our officers and employees).

## **15. Indemnity**

- 15.1 You hereby indemnify us, and undertake to keep us indemnified, against any and all losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by us to a third party in settlement of a claim or dispute) incurred or suffered by us and arising directly or indirectly out of:
- (a) any breach by you of any provision of these terms and conditions; or
  - (b) your use of our website.

## **16. Breaches of these terms and conditions**

- 16.1 Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may:
- (a) send you one or more formal warnings;
  - (b) temporarily suspend your access to our website;
  - (c) permanently prohibit you from accessing our website;
  - (d) block computers using your IP address from accessing our website;
  - (e) contact any or all your internet service providers and request that they block your access to our website;
  - (f) commence legal action against you, whether for breach of contract or otherwise; and/or
  - (g) suspend or delete your account on our website.
- 16.2 Where we suspend or prohibit or block your access to our website or a part of our website, you must not take any action to circumvent such suspension or prohibition or blocking (including without limitation creating and/or using a different account).

## **17. Third party websites**

- 17.1 Our website includes hyperlinks to other websites owned and operated by third parties; such hyperlinks are not recommendations.
- 17.2 We have no control over third party websites and their contents, and subject to Section 12.1 we accept no responsibility for them or for any loss or damage that may arise from your use of them.

## **18. Trade marks**

- 18.1 TALENTMINING and our logos and our other unregistered trade marks are trade

marks belonging to us; we give no permission for the use of these trade marks, and such use may constitute an infringement of our rights.

- 18.2 The third party registered and unregistered trade marks or service marks on our website are the property of their respective owners and, unless stated otherwise in these terms and conditions, we do not endorse and are not affiliated with any of the holders of any such rights and as such we cannot grant any licence to exercise such rights.

## **19. Competitions**

- 19.1 From time to time we may run competitions, free prize draws and/or other promotions on our website.
- 19.2 Competitions will be subject to separate terms and conditions (which we will make available to you as appropriate).

## **20. Variation**

- 20.1 We may revise these terms and conditions from time to time.
- 20.2 The revised terms and conditions will apply to the use of our website from the date of their publication on the website, and you hereby waive any right you may otherwise have to be notified of, or to consent to, revisions of the terms and conditions. We will give you written notice of any revision of these terms and conditions, and the revised terms and conditions will apply to the use of our website from the date that we give you such notice; if you do not agree to the revised terms and conditions, you must stop using our website.
- 20.3 We constantly change and improve our services and we may add, alter or remove functionality from a service at any time without prior notice. We may also limit, suspend or discontinue a service at any time without prior notice but whenever practically possible we will give you a minimum of 14 days notice so that you may take a copy of your content.

## **21. Assignment**

- 21.1 You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions.
- 21.2 You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these terms and conditions.

## **22. Severability**

- 22.1 If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.
- 22.2 If any unlawful and/or unenforceable provision of these terms and conditions would

be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

### **23. Third party rights**

- 23.1 These terms and conditions are for our benefit and your benefit, and are not intended to benefit or be enforceable by any third party.
- 23.2 The exercise of the parties' rights under these terms and conditions is not subject to the consent of any third party.

### **24. Entire agreement**

- 24.1 Subject to Section 12.1, these terms and conditions, together with our privacy policy, constitute the entire agreement between you and us in relation to your use of our website and supersede all previous agreements between you and us in relation to your use of our website.
- 24.2 If there is any conflict between these terms and the terms of the EULA for the Secure Opinion web-app then, in relation to the use of the Secure Opinion web-app only, the terms of the EULA shall take precedence.

### **25. Law and jurisdiction**

- 25.1 If you are a consumer, please note that these terms of use, its subject matter and its formation, are governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.
- 25.2 If you are a business, these terms of use, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

### **26. Statutory and regulatory disclosures**

- 26.1 We are not currently VAT registered but will do so when our turnover reaches the required threshold.

### **27. Our details**

- 27.1 This website is owned and operated by Talent Mining Ltd.
- 27.2 We are registered in England and Wales under registration number 07526081 and our registered office is at Cheltenham Film+Photographic Studios, Hatherley Lane, Cheltenham, Gloucestershire, England, UK.
- 27.3 Our principal place of business is at Cheltenham Film+Photographic Studios, Hatherley Lane, Cheltenham, Gloucestershire, England, UK.

27.4 You can contact us by writing to the business address given above or by email to [admin@talentmining.co.uk](mailto:admin@talentmining.co.uk).

Talent Mining Ltd.