

Terms of Use

1. Introduction

1.1 Contract

This Terms of Use Policy applies to all and any use of propair.me (the "Site"), as well as the articles, videos, and any other platform & service offering ("services") of ProPair Community Interest Company Limited ("ProPair", "us", "we", or "our").

When you sign up, set up a profile or use any of ProPair's services in any shape or form, you agree to abide by our Terms of Use Policy as well as our [Privacy Policy](#) (which details how we collect, store, use and share your personal information).

You understand that ProPair's website, services, product & platform are in Beta, still undergoing testing and do not represent a final product offering. As such, it may contain bugs, defects, errors, and other problems and is provided "as is". Any use thereof shall be at your own risk.

1.2 Changes

This policy is a "living" document and subject to refinement and expansion in the future (**most recent amendment: 19th January 2020**). Please check back regularly. If any material changes are made there will be an announcement to all users, and by continuing to post and message on our platform and services after such an announcement you confirm acceptance.

2. User Terms

These user terms detail the commitment you make to us and other ProPair users and govern your use of ProPair.

2.1 Eligibility

In order to use our platform and services, you agree that you are:

- the "Minimum Required Age" (see below).
- only to have one ProPair account.
- not representing anyone other than yourself and you will do so in a truthful manner.

- (if using our platform and services on behalf of a legal entity) authorized to use, and enter into an agreement with, ProPair on behalf of that legal entity.
- (if acting as an Advisor) volunteering your own time for your own volunteering efforts, perhaps via your employer, and not on behalf of ProPair.
- not a registered sex offender (in any state, federal or local sex offender registry anywhere worldwide) or pending any kind of case / court trial in relation to an accused sex offence.

“Minimum Required Age” means 13 years old. However, if law requires that you must be older in order for ProPair to lawfully provide its services to you and platform for your use without parental consent (including using of your personal data) then the “Minimum Required Age” is such older age. If we become aware of a user under the “Minimum Required Age”, we will make reasonable efforts to promptly delete that user’s information.

2.2 Community Etiquette

Here we explain the commitment we require from all users to maintain a safe and inclusive environment for everyone.

ProPair is a place and facilitation tool for students and volunteer Advisors to interact and help one another progress in their careers. To help us maintain a safe, inclusive, and welcoming environment, and by using our platform and services, all users agree to abide by the following terms at all times.

ProPair moderators may take any steps they deem appropriate to ensure this and reserve the right to suspend and/or delete any accounts that infringe these terms.

1. **Create discussion.** We encourage members to create meaningful and respectful discussion around their work-life and education experiences and projects.
2. **Use only our platform for discussion.** To maintain a safe and secure environment, we require Advisors conversing with users, and users who are, under the age of 18 (or if law requires a person to be older than 18 years of age to be considered an adult then this requirement is set at this older age), (i) to keep all communication within our monitored platform, (ii) to refrain from connecting/following on other mediums/social media (including LinkedIn) or meeting in person and (iii) avoid sharing personal information such as email, telephone and home address details.
3. **Complete your profile and make sure your opening exchange is as good as possible.** The more information our Advisors have about you with respect to your education and work experience along with extra-curricular interests, the better they can help answer career questions.

Be sure to make your initial “message exchange request” as clear, succinct, and relevant as you can so you can have a productive exchange with your allocated Advisor.

4. **Be respectful.** We welcome debates, but please respect our Advisors and other users and do not engage in arguments. This community should be a safe place for everybody, regardless of: gender, sexual orientation, disability, physical appearance, race, age, or religion. As someone who is part of the ProPair community, you agree that:
 - We are collectively and individually committed to safety & inclusivity.
 - We have zero tolerance for abuse, harassment, and discrimination.
 - We respect people’s boundaries and identities.
 - We refrain from using language that can be considered oppressive (systemically or otherwise), e.g., sexist, racist, homophobic, transphobic, classist, etc. – this includes (but is not limited to) various slurs.
 - We avoid using offensive topics as a form of humour.
5. **Do not post or share content that is:** threatening, abusive, defamatory, indecent, menacing, harassing, offensive, infringes any person’s intellectual property rights, including copyright, confidential, sensitive (including, but limited to, personal information), impersonates anyone, misrepresents a relationship with any person or organisation, encourages others to commit unlawful acts, contains viruses, or is unlawful in any way. ProPair’s Community has users of all ages and backgrounds, and we would like all members to feel comfortable.
6. **Do not post unprecedented amounts of spam or advertisements or use this for commercial interest.** The community is for personal use only and monetisation of any kind (incl. lending or borrowing) is not permitted. Please do not use this community as a platform for spam, self-promotion, advertisements, or any other means for which it is intended for.
7. **Take on board the advice of others, yet also do your own research.** All advice given should be for the best intentions, however, it may not always be fully complete, accurate, relevant to your circumstances or up-to-date.
8. **Use common sense.** Not every situation may be covered by these rules. If you’re not sure if something is okay, please ask a ProPair staff member.

ProPair members that do not adhere to these terms will be given warnings, and we reserve the right to suspend and/or delete the accounts of offenders. We reserve the right to delete posts that infringe on the above terms. We want to create the best possible atmosphere for all our users and keeping our platform comfortable for all users is paramount.

If you experience abuse, harassment, discrimination, or feel unsafe, let a moderator know through the ProPair Support messaging channel or alternatively via email (hello@propair.me).

If you have any further questions, comments, or concerns about the Community Etiquette, please reach out to the ProPair team through the ProPair Support messaging channel or alternatively via email (hello@propair.me).

2.3 Safety & Your Interactions with Other Users

Here we explain that ProPair is a tool facilitating connections between users, and is not responsible for the conduct, activity and/or interactions of its users and that each user is solely responsible for their interactions with other users both on and off ProPair's services & platforms. You agree to use caution in all interactions with other users, particularly if you decide to communicate off the ProPair platform or meet in person. If you are made aware or think a student may be in danger you must report your suspicions to a child protection social worker.

Though ProPair strives to encourage respectful Community Etiquette and helps users connect & communicate with one another, it is not responsible for the conduct of any user on or off ProPair's services & platforms. You agree to use caution in all interactions with other users, particularly if you decide to communicate outside of our safeguarded services, chats and platforms or meet in person (to which we also highly discourage for those under 18 years old, or if law requires a person to be older than 18 years of age to be considered an adult then we at this older age, as per our Community Etiquette guidelines) which is no longer part of ProPair's services. In addition, you agree to review and follow ProPair's Community Etiquette guidelines (section 2.2 above) prior to using any of ProPair's services or platforms.

If you are applying to use ProPair to facilitate your volunteering efforts and are arrested for or convicted of an offence that would constitute grounds for denying participation in a programme, activity or service, or is named as a perpetrator in a founded or indicated report, you must provide the administrator or the ProPair team or their designee with written notice not later than 72 hours after the arrest, conviction or notification that you have been listed as a perpetrator. A volunteer who wilfully fails to disclose information as required above commits a misdemeanour (a misdemeanour of the third degree if based in the USA) and shall be subject to discipline up to and including termination or denial of a volunteer position.

Whilst ProPair utilises best practice to help ensure we provide a safe online environment and access to volunteer Advisors of the highest standard (incl. completion of our detailed training, background checks where required, and close platform monitoring & supervision), ProPair cannot take responsibility for advice

given, nor any abuse, assault, harassment, mistreatment, or maltreatment that results directly or indirectly from using our website, services, and platform. Each user of ProPair services is solely responsible for his/her conduct.

Any person who has reasonable grounds to believe a Student is in some sort of danger must report their suspicions to a relevant child protection social worker or equivalent. The ProPair team are on-hand if you have any questions or need advice on such a scenario.

YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH OTHER USERS. YOU UNDERSTAND THAT PROPAIR DOES NOT CONDUCT CRIMINAL BACKGROUND CHECKS ON EVERY USER. PROPAIR MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF USERS. IF YOU CHOOSE TO MEET IN PERSON OR MAKE ANY OF YOUR PERSONALLY IDENTIFIABLE OR OTHER INFORMATION PUBLICLY AVAILABLE THROUGH PROPAIR'S WEBSITE, PLATFORM OR SERVICES, YOU DO SO AT YOUR OWN RISK.

3. Rights & Limits

3.1 Changes

ProPair reserves the right to modify, alter, suspend / cancel, or discontinue any or all its websites, content, products, platform, or services at any time without prior notice.

3.2 Content Creation & License to ProPair

Here we explain how you own all your content and personal information, but that you grant us a license to use it.

For purposes of clarity, individual users own the content and information that they make available within ProPair's platform and services. When content is made available through our platform and services by users (such as, but not limited to, through profile data, message exchanges, commenting on other messages) they grant ProPair and our affiliates the following license: A worldwide, royalty-free, fully paid-up, perpetual, irrevocable, transferable and fully sublicensable right, without additional consideration to the user or any third party, to use, reproduce, process, distribute and publish (publicly or otherwise), create derivative works of, adapt, modify and otherwise use and exploit this information and content, in any format or media now known or hereafter developed, and for any purpose, without any further consent, notice and/or compensation to the user or others. These rights are limited in the following ways:

1. **Users can end this** non-exclusive license for specific content by deleting it from the platform and services where reasonably possible, or generally by closing your account, except to the extent you shared it with others and they copied, re-shared it, or stored it prior to deletion and their right to continue to do so to the same extent.

3.3 Other Content & Rights

Here we state that you are responsible for your own content, which must all be legal and truthful, and that you use third party content at your own risk. ProPair is not a storage service and any feedback/suggestions you provide to ProPair for product development are not eligible for compensation.

ProPair generally do not review content provided by our users and other third parties and you agree that we are not responsible for users or third-party content and information. We cannot always prevent this misuse of our services and you agree that we are not responsible for any such misuse.

Further to the above, as someone who is a user and part of the ProPair community, you agree that:

- Each user is solely responsible for the content they provide and compliance (or non-compliance) with applicable laws and regulations (including intellectual property rights).
- ProPair's platform and services are simply a tool or means of facilitation for volunteering efforts from Advisors to students. There is no employment relationship between ProPair and Advisors or ProPair and students.
- Volunteer Advisors are not volunteering on behalf of ProPair, but for their own individual volunteering efforts, or perhaps via their company/charity/institution.
- Each user's profile information will be truthful, and you will not create a false identity or a profile for anyone other than yourself (i.e., not a fictional character) on ProPair.
- You will not disclose any information you do not have consent to do so, such as personal/confidential information from users you do or do not know and/or your employer.
- You will not, directly, or indirectly, solicit, recruit, or hire other Programme participants.
- You are responsible for deciding if you wish to access or use third party apps, sites or content that link from our platform and services. Third party apps and sites have their own terms and privacy policies and to the extent not limited by law, ProPair is not responsible for these other sites and apps and you use these at your own risk. Please see our [Privacy Policy](#) for more information on how we may share your information with third parties.

- If you provide feedback and other suggestions with regards to ProPair's services, you agree that ProPair can use and share this if they wish to do so, for any purpose and without compensation to you or others, and that ProPair is not placed under any Fiduciary or other obligation.
- ProPair is not a storage service and have no obligation to store, maintain or provide you with a copy of any content or information that you or others provide, except to the extent required by applicable law and as noted in our [Privacy Policy](#).

3.4 Limitations

Here we explain how ProPair reserve the right to limit how you use and the extent to which you are able to access our platform and services. We also explain ProPair's and your commitment when using of our platform and services which are simply a means/tool to facilitate career networking opportunities.

As someone who is part of the ProPair community, you agree that:

- ProPair reserves the right to limit each users' use of our services, including access to our platform and services, the number of your connections and your ability to contact other users.
- ProPair is a platform that is simply a tool to connects users, it is not required to supply users and does not employ them.
- You will not perform any type of malicious practice in order to interfere with the operation of our platform and services (e.g., spam, viruses).
- You will not attempt to collect user or other marketplace information through the use of automated scripts ("scraping") or similar technologies and methodologies or otherwise.
- You will not attempt to reverse engineer, decipher, or otherwise attempt to derive ProPair source code that is not open source in any shape or form.
- You will not frame or mirror any portion of ProPair's website, services or platform or otherwise incorporate any portion of ProPair's website, services or platform into any product or service, without ProPair's express prior written consent.
- Any and all costs incurred by you in respect of use of our services shall be your responsibility only.

3.5 Reliance on Content

Here we explain that all advice and content provided to you through our platform and services are provided with good intentions of Advisors and others in the community, however, you should

always do your own research too, ask more than one person and you are responsible for any actions you take.

The ProPair team make every reasonable effort to maintain and update the information we provide to our users and encourage Advisors do the same. However, we make no representations, warranties or guarantees, whether express or implied, that advice and content are fully complete, accurate, relevant to your circumstances or up-to-date.

3.6 User Interactions

Here we explain that ProPair is not responsible or liable for any kind of activity or representation by our users, that all users participate in our Services at their own risk and each user is responsible for their own activity and representations.

ProPair makes no representations or warranties as to the availability, accuracy, conduct, compliance/non-compliance with applicable laws & regulations, safety, or skill (including ability to provide guidance) of users (or statements/profiles thereof).

To the extent permitted by law, you waive the right to bring or assert any claim against ProPair relating to any interactions with other users, and you release ProPair from any and all claims or liability related to your interactions or dealings with other users.

4. Intellectual Property Rights

Here we explain our copyright and intellectual property rights.

ProPair reserves all of its intellectual property rights and using our platform and services does not give you any ownership of them or the content or information made available through them. Trademarks and logos of ProPair and others used in connection with our platform and services are the trademarks and logos of their respective owners and no user may reproduce, modify, adapt, display, distribute, sell, or otherwise exploit our content without our express and written permission.

In addition, all custom graphics, icons, and scripts are service marks, trademarks and/or trade dress of ProPair, and may not be copied, modified, distributed, used, or otherwise exploited without our express and written permission. Furthermore, no user may reproduce, modify, prepare derivative works based on,

display, publish, distribute, sell, license, or otherwise exploit the content from any of ProPair's platform and services.

5. Disclaimer of Warranties & Limit of Liability

Here is where we set out our disclaimer and the limits of any liability for the quality, safety and reliability of our platform and services. We cannot be held responsible for your misuse or any detriment to you as a result of the use of our platform and services, nor can we guarantee its operations and intentions are free from error.

We do not guarantee access to our platform/services and reserve the right to terminate your access at any time.

Here we also explain that whilst we hope that your use of ProPair will help you find the connections you need for your volunteering efforts and career & personal development; we do not guarantee that you will find a suitable mentoring or employability opportunity within any given time frame. We also make no representation or warranty as to the final terms and duration of any of these aforementioned opportunities.

6.1 Warranty

To the extent permissible by law, ProPair and its affiliates (a) do not warrant that our platform and services will be without error or uninterrupted or that the platform and services are free from any harmful components, including, but not limited to, viruses; (b) disclaim all implied warranties and representations (e.g. non-infringement, fitness for a particular purpose, accuracy of data); (c) and provide all content, platform and services on an "as is" and "as available" basis.

Some jurisdictions and laws do not allow or limit the disclaimer of implied or other warranties so the above disclaimer may not apply to you to the extent such law is applicable to you and our policies.

6.2 Limitation of Liability Waiver

To the extent permissible by law, ProPair and its affiliates will not be liable to you or others for any kind of loss or damages, including, but not limited to, any direct, indirect, economic, incidental, special, exemplary, consequential, or punitive damages, as well as any loss of data, opportunities (monetary or otherwise), or reputation, related to our platform and services.

ProPair does not guarantee that each user will find a suitable Advisor match or employability opportunity within any given time frame through the use of our platform and services. We also make no representation or warranty as to the final terms and duration of any mentoring or employment opportunities obtained through our platform and services.

Furthermore, ProPair do not guarantee that you will receive an invitation to our platform & services after completing our application and sign-up forms and reserve the right to revoke access at any time.

Your failure to comply with this Terms of Use Policy, as well as the Privacy Policy accessible from the footer of our website, will be your responsibility and you agree to compensate ProPair Community Interest Company Limited in full for any losses, claims or legal proceedings that are brought or threatened against ProPair Community Interest Company Limited by any person or institution that results from your failure to comply.

In no event shall the liability of ProPair and its affiliates, in aggregate for all damages, losses or claims, exceed £100.

Some jurisdictions and laws do not allow or limit the exclusion of liability so the above disclaimer will only apply to the fullest extent permissible by such law that is applicable to you and our policies.

7. Dispute Resolution

Here we detail which jurisdictions will govern disputes and procedures that shall take place in the unlikely event of a dispute.

You irrevocably agree that the jurisdiction and laws of England and Wales shall exclusively govern any dispute regarding the use of our platform and services and that all claims can only be litigated in these jurisdictions. However, we retain the right to bring legal proceedings in any jurisdiction where we believe that infringement of our Intellectual Property Rights or breach of these Website Terms is taking place or originating.

If a court with authority over this Terms of Use Policy contract with our users finds any part of it not enforceable, you and ProPair agree that the court should modify it to make that part enforceable while still achieving its intent. If the court is unable to modify the part not enforceable whilst still achieving its intent, you and ProPair agree to ask the court to remove that unenforceable part and still enforce the rest of this Terms of Use Policy.

8. Overarching Terms

ProPair's Terms of Use Policy is your agreement with us and governs your use of our platform and services. You cannot assign this agreement to anyone else, however, ProPair may do so without your written consent.

You will not assign or delegate any obligations hereunder, in whole or in part, whether voluntarily or by operation of law, without the prior and express written consent from ProPair. However, you agree that ProPair may assign this agreement with you to its affiliates or a third party that acquires it without your consent and that there are no third-party beneficiaries to this agreement.

9. Governing Law

This Agreement is governed by, and is to be construed in accordance with, the laws of England & Wales.

10. Contact

If you have any further questions, comments, or concerns about the Terms of Use Policy, please reach out to the ProPair team via email (hello@propair.me).