

## HARRIER CANDIDATES

### TERMS OF USE

**Last updated: November 2022**

#### 1. INTRODUCTION

1.1 In these terms and conditions ("**T&Cs**"), '**we**', '**us**' and '**our**' refers to Harrier Search Ltd, a company with registered address at The Technology Centre Station Road, Framlingham, Woodbridge, England, IP13 9EZ, and registered number 11385067. [VAT Number to follow, will be registering in the coming weeks](#)

1.2 We are a recruitment organisation, and we operate the platform known as "**Harrier Candidates**". These T&Cs govern the use of Harrier Candidates by our users ("**Users**", "**you**" and "**your**"). These T&Cs are a legal agreement between us and you, so please read them carefully. If you act on behalf of an organisation, (i) any of your obligations under these T&Cs shall be treated as also being the obligations of your organisation, and (ii) you confirm and warrant that you have sufficient authority to enter into these T&Cs on behalf of such organisation.

1.3 If you don't want to or cannot agree to these T&Cs, then you must not use Harrier Candidates. By using Harrier Candidates, you confirm, and confirm on behalf of any organisation that you act for, that you accept these T&Cs and that you agree to comply with them.

1.4 If you, or any organisation that you act for, break these T&Cs, we may stop you, or any organisation that you act for, using Harrier Candidates, contact you regarding your use of Harrier Candidates or exercise other remedies that we have available to us at law or in equity.

1.5 We may change or update these T&Cs from time to time, but changes only affect you to the extent they can legally apply. For example, if we release an update with a new set of T&Cs, and you don't use the update, then the old set of T&Cs applies, but if you do use the updates or if you use parts of Harrier Candidates that rely on our ongoing online services then the new T&Cs will apply. Please check back at Harrier Candidates from time to time in case of updates to the T&Cs.

1.6 If you have any questions concerning Harrier Candidates or these T&Cs, you can contact us at [henry@harriersearch.com].

1.7 We recommend that you print a copy of these T&Cs for future reference.

#### 2. YOUR RIGHTS AND RESTRICTIONS

2.1 As long as you follow the rest of the terms and conditions in these T&Cs, we grant you a non-exclusive, revocable, non-transferable, non-sublicensable, limited right and license to use Harrier Candidates for the purpose of recruitment and/or research related to recruitment.

2.2 We use commercially reasonable endeavours to protect Harrier Candidates and Users, and it is important that Harrier Candidates is not used in a way which is unfair or which might harm our rights or the rights of others. Accordingly, we reserve the right to take any and all action available to us with respect to any conduct that violates the terms or spirit of these T&Cs.

2.3 The following sets out some of the things that you cannot do with Harrier Candidates:

2.3.1 do not share, rent, resell, or make available copies of any part of Harrier Candidates (or any 'hacked' versions) or otherwise use Harrier Candidates commercially in any way except as expressly permitted by law (such as under 'fair dealing' or 'fair use' laws);

2.3.2 do not exploit 'loopholes' or bugs, or use Harrier Candidates in a way which is not within the spirit intended by our T&Cs or in a way which may harm the experience of other Users;

2.3.3 do not modify or adapt Harrier Candidates or hack, merge, translate, creative derivatives from Harrier Candidates, mimic, disable Harrier Candidates or tamper with it;

2.3.4 do not conduct, facilitate, authorise or permit any text or data mining or web scraping in relation to Harrier Candidates or any services provided via, or in relation to, Harrier Candidates;

2.3.5 do not provide hyperlinks to, or other forms of links to, Harrier Candidates;

2.3.6 do not reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for any underlying software or other intellectual property used to provide Harrier Candidates;

2.3.7 do not delete, obscure, remove or otherwise prevent the proper display of intellectual property (including without limitation copyright and trade mark notices or other legal lines or credits) notices on Harrier Candidates; and

2.3.8 do not do anything (or attempt to do anything) which might disrupt use of Harrier Candidates by us or other Users, or which could threaten, harass or upset other Users.

2.4 If we are threatened with or face legal action because you break any of the terms and conditions in these T&Cs, we may hold you responsible. That means you may need to compensate us, and pay us back for any damage we suffer as a result, and for our legal and other expenses.

2.5 If you breach these T&Cs, we have the right to suspend, terminate or otherwise take under review your licenses granted hereunder.

### **3. OUR LIABILITY**

3.1 Nothing in these T&Cs will limit any of your rights which may not be excluded under law. This means that, notwithstanding any other terms in these T&Cs, our liability to you for personal injury or death caused by our negligence or the negligence of our employees, agents or subcontractors is not excluded or limited, nor is our liability to you for fraud or fraudulent misrepresentation.

3.2 Other than as mentioned above, our overall liability to you under these T&Cs is limited to £50.

3.3 Harrier Candidates is provided "as is" to the fullest extent permissible pursuant to applicable law. This means that except to the extent that we cannot restrict liability for certain statutory rights for Users which are consumers, and although we make reasonable efforts to update the information on the Harrier Candidates, we make no representations, warranties or guarantees, whether express or implied, that the content on Harrier Candidates is accurate, complete or up to date. The content on Harrier Candidates is provided for general information only and is not intended to amount to advice on which you should rely.

3.4 We'll use reasonable skill and care to provide Harrier Candidates, but we can't guarantee there won't be any errors, bugs or interruptions to it, or that it will not cause any problems with your device.

3.5 Please do let us know straight away if you discover any problems with Harrier Candidates, so we are aware and can decide whether it is something we need to address in a future release or update (if there is a future release or update). You can contact us to let us know about any problems with Harrier Candidates using the contact details provided at clause 1.6 of these T&Cs.

3.6 Harrier Candidates may include third party website links and other third party resources. We are not responsible for this content or any activity that you take part in when engaging with any such links, resources or content. We may moderate or otherwise check such content in some instances, but we are not required to do so.

### **4. PRIVACY AND YOUR INFORMATION**

4.1 Under data protection legislation, we are required to provide you with certain information about who we are, how we process your personal data and for what purposes and your rights in relation to your personal data and how to exercise them. This information is provided in our Privacy Policy and it is important that you read that information. You can access our Privacy Policy here: [www.harriersearch.com/privacy-policy](http://www.harriersearch.com/privacy-policy)

4.2 As part of use of Harrier Candidates, Users may provide us with certain information about themselves. We do not control the information submitted nor is such information actively moderated. Users are solely responsible for the content they submit and such information must:

4.2.1 be accurate and up-to-date;

4.2.2 not contain, transmit, distribute, link to or otherwise make available, or advertise or promote any content that infringes any intellectual property rights or data protection, privacy or other rights of any other person, is defamatory or in breach of any contractual duty or any obligation of confidence, is obscene, threatening, abusive, discriminatory, alarming, objectionable, knowingly false or misleading, or that does not comply with applicable laws and regulations;

4.2.3 not impersonate any person or entity or otherwise misrepresent your relationship with any person or entity; or

4.2.4 not contain, transmit or distribute any unsolicited or unauthorised advertising, marketing or promotional material or other form of solicitation (spam).

4.3 You agree that, by submitting any information, you grant us a worldwide, non-exclusive, royalty-free and sub-licensable licence for the term of these T&Cs to use such information for our business purposes.

4.4 Whilst we do not pre-screen information you submit, we reserve the right, in our sole discretion, to delete, edit or modify any information submitted at any time without notice to you.

## **5. INTELLECTUAL PROPERTY**

5.1 All intellectual property rights in Harrier Candidates, throughout the world, belong to us and our licensors, and the rights in Harrier Candidates are granted to you by way of a limited license (and are not sold) to you. You have no intellectual property rights in, or to, Harrier Candidates other than the right to use Harrier Candidates in accordance with these T&Cs. Except as otherwise expressly provided in these T&Cs, all rights are reserved by us and our licensors.

## **6. ACCESS TO HARRIER CANDIDATES**

6.1 It is your responsibility to ensure your equipment (computer, laptop, netbook, tablet or other mobile device) meets all the necessary technical specifications to enable you to access and use Harrier Candidates and is compatible with Harrier Candidates.

6.2 We restrict access to the entirety of Harrier Candidates, and also to certain features, parts or content of Harrier Candidates, to certain Users who have registered with us. You must ensure that any registration details you provide are accurate. If you choose, or you are provided with, a log-on ID (such as a username and password or other identifier) as part of our security procedures, you must treat such information as confidential and must not reveal it to anyone else. You are responsible for all activities that occur under your log-on ID and must notify us immediately of any unauthorised use or other security breach of which you become aware. We reserve the right to disable any log-on ID, at any time, if in our opinion you have failed to comply with any of the provisions of these terms and conditions or if any details you provide for the purposes of registering as a user prove to be false.

## **7. CHANGES, TERMINATION AND SERVICE OUTAGE**

7.1 We may update and change Harrier Candidates from time to time, for example to reflect changes to our users' needs and our business priorities.

7.2 We may temporarily discontinue Harrier Candidates and any and all services and content available through it at any time for the purposes of upgrades, maintenance or other service administration reasons. We will use our reasonable endeavours to limit the length of time this occurs for.

7.3 We may end your rights to use Harrier Candidates at any time in the event that you breach these T&Cs. If what you have done can be put right, we may, in our sole discretion, give you a reasonable opportunity to do so. If you print off, copy, download, share or repost any part of Harrier Candidates in breach of these T&Cs, you must, at our option, return or destroy any copies of the materials you have made.

7.4 We may terminate these T&Cs with you (in whole or in part) for any reason at our discretion upon reasonable notice to you, and you will not be entitled to compensation in this event.

## **8. GENERAL**

8.1 These T&Cs do not affect any legal rights you may have under the law which cannot be excluded or limited.

8.2 We may transfer our rights and obligations under these T&Cs to another organisation. We will let you know if that happens and we will ensure that your rights under these T&Cs are unaffected. You may not transfer your rights or obligations under these T&Cs unless we expressly agree to the transfer in writing.

8.3 Except where expressly stated to the contrary in these T&Cs, these T&Cs do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these T&Cs.

8.4 Even if we delay in enforcing these T&Cs and/or our rights, we can still enforce these T&Cs and/or our rights later. If we do not insist immediately that you do anything you are required to do under these T&Cs, or if we delay in taking steps against you in respect of your breaking of any term of these T&Cs, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

8.5 If any provision (or part of a provision) of these T&Cs is found to be invalid, unenforceable or illegal, the other provisions (or parts of any provisions) will remain in force.

8.6 These T&Cs, their subject matter and their formation are governed by the laws of England and Wales. You and we both agree that the courts of England will have exclusive jurisdiction, except that you may have the legal right to bring proceedings in your local jurisdiction and if this is the case then you may bring proceedings there.

## **9. COMPLAINTS AND ALTERNATIVE DISPUTE RESOLUTION**

9.1 Should you have any queries or complaints about Harrier Candidates, please get in touch with us using the contact details provided at clause 1.6 of these T&Cs.

9.2 Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are a consumer and are not happy with how we have handled any complaint, you may want to consider an alternative dispute resolution provider. In addition, please note that disputes may be submitted for online resolution to the European Commission Online Dispute Resolution platform.