

These Terms and Conditions, together with the Privacy Notice, the Order Forms (in reverse chronological order), the SLA, and, where applicable, the Data Processing Addendum (“DPA”) shall apply to the provision of Services by hackajob to the Client.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Addendum”	means hackajob’s International Data Transfer Addendum to the Standard Contractual Clauses, which is attached as Schedule 4 to the DPA.
“Applicable Law”	means any law, statute, regulation, statutory instrument, rule of law, bye-law, or legislation then current and affecting or applicable to the actings of the Parties in any jurisdiction;
“Candidate”	means any person introduced by hackajob to the Client for an Engagement via the Services;
“Client”	means any person, firm or company including any associates or subsidiaries to whom a Candidate is introduced;
“Client Content”	means any text, graphics, images, audio, video, software, data compilations and any other form of information capable of being stored in a computer that is uploaded by a Client;
“Commencement Date”	Means the date stated in the relevant Order Form when the Services are stated to commence;
“Confidential Information”	means any information concerning either Party and relating to its business methods, plans, systems, finances or projects; its trade secrets; its products or services; its Intellectual Property (which is not in the public domain) or any other information which is expressly described as confidential or which either Party ought by its nature to know is confidential which shall include information about Candidates which is of a sensitive and confidential nature;

“Content”	means any text, graphics, images, audio, video, software, data compilations including, but not limited to, text, graphics, logos, icons, sound clips, video clips, data compilations, page layout, underlying code and software and any other form of information capable of being stored in a computer that appears on, is uploaded to or forms part of the Services; BUT excluding Client Content;
“Controller”	has the meaning set out in the UK GDPR;
“Database”	means the database stored on the Platform which contains amongst others Client Content;
“DPA”	means hackajob’s Data Processing Addendum which can be found here ;
“Data Protection Legislation”	means the General Data Protection Regulation (Regulation (EU) 2016/679) (“ GDPR ”) (where applicable to the storage, retention and processing of European Union member’s personal data) and the Data Protection Act 2018, the retained European Union law version of the GDPR (the “ UK GDPR ”), as it forms part of the law of England and Wales, Scotland, and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) the EU-US Data Privacy Framework and the UK Extension under Article 45 of the UK GDPR) the UK-US Data Bridge and all applicable laws and regulations relating to the processing of personal data and privacy whether now or in the future in force, including where applicable the guidance and codes of practice issued by the Information Commissioner;
“Data Subject”	has the meaning set out in the Data Protection Legislation;
“Documentation”	means user documentation provided electronically by hackajob for use with the Services including Content held within the client area of the Platform which users can subscribe to, in order to gain access to online training and learning materials as periodically updated;
“Engagement”	means any employment, engagement or use by a Client of a Candidate whether part or full time, with or without a contract;

“Fee(s)”	means the sums payable by the Client for the provision of the Services;
“hackajob” “we”, “us”, “our”	means hackajob Ltd. a limited company registered in England under company number 09279930 with its registered office at 3rd Floor 1 Ashley Road, Altrincham, Cheshire, United Kingdom, WA14 2DT;
“ICO”	means the Information Commissioner’s Office;
“Intellectual Property”	means patents, trademarks, trade name, service mark, copyright, trade secrets, know-how, process, technology, development tool, ideas, concepts, design right, domain names, moral right, database right, methodology, algorithm and invention, graphical user interface, menu command hierarchy and any other proprietary information (whether registered, unregistered, pending or applied for);
“Introduction”	an introduction will be deemed to have taken place where hackajob has provided a Client with any information concerning a Candidate, or where a Client interviews a Candidate or where a Client requests an interview with a Candidate on the Platform;
“Local Equipment”	means the Client’s own on-premise equipment including hardware and software environment which is used in connection with the Services, which comprise of, but is not limited to - server computers (whether virtual or not), Desktop PC’s, Laptops or any other portable device, storage systems and relative hardware, firmware, operating software, operating system software, networking software, database software, anti-virus and security software, switches, power supplies and telecommunications infrastructure, internet connection, broadband availability and infrastructure, routers, printers, associated peripheral devices or accessories whether fixed or portable;
“Main Terms”	means these hackajob Terms and Conditions as amended or supplemented by any applicable Product Terms.
“Non-compliant US Entity”	means any American commercial organisation that is not participating in the EU-US Data Privacy Framework and the UK Extension under Article 45 of the UK GDPR (the UK-US Data Bridge);

“Order Form”	means an order form signed by the Parties;
“Personal Data”	has the meaning set out in the UK GDPR;
“Platform”	means the hardware and software environment in which the software element of the Services operates, which comprises one or more server computers (whether virtual or not), mirroring/duplicating/back-up and storage systems and relative hardware operating software, virtual machine software (where relevant), operating system software, database software, anti-virus and security software, switches, power supplies and telecommunications infrastructure;
“Privacy Notice”	means hackajob’s Privacy Notice which can be found here https://hackajob.co/talent/privacy-policy ;
“Process” and “Processor”	shall have the meanings set out in the UK GDPR;
“Product Suite”	Means the suite of software-as-a-service products offered by hackajob from time to time, including hackajob Source, Thena, Archer, Chase and any other products or modules launched by hackajob.
“Product terms”	means any supplementary terms applicable to a specific product within the Product Suite, which form part of and are incorporated into these Terms and Conditions.
“Services”	means the candidate matching, and other services provided by hackajob to the Client as available via the Website and the Platform and set out in these Terms and Conditions and the relevant Order Form;
“SLA”	means the service level agreement comprising Schedule 1 annexed;
“Software”	means the hackajob TM proprietary operating software and the third-party software written in object and source code residing on and used for operating the Platform and the Services as updated and upgraded from time to time;
“Source”	means hackajob’s recruitment and talent-matching platform which facilitates introductions between Clients and Candidates.

“Standard Contractual Clauses”	means the standard contractual clauses issued by the European Commission pursuant to Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council, or any set of clauses approved by the European Commission or a Supervisory Authority which subsequently amends, replaces or supersedes the same which standard contractual clauses are attached as Schedule 3 to the DPA.
“Subscription Term”	means the period of time during which hackajob is required to provide the Client with the Services as specified in the relevant Order Form;
“Thena”	means hackajob’s AI-powered CV screening and ranking product that integrates with a Client’s applicant tracking system (ATS) to analyse and rank applicant data.
“Third Country”	means a country, British overseas territory or British crown dependency out-with the United Kingdom and the European Union (declaring that in this definition European Union includes the European Economic Area countries Norway, Liechtenstein and Iceland) that does not have adequate data protection laws in terms of the UK GDPR and the GDPR;
“Website”	means this website www.hackajob.com website or such other URL as is intimated to you by hackajob from time to time;

1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

- 1.2.1 **“writing”**, and any cognate expression, includes a reference to any communication effected by electronic transmission or similar means;
- 1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
- 1.2.3 **“these Terms and Conditions”** is a reference to these Terms and Conditions and each of the Schedules as amended or supplemented at the relevant time;
- 1.2.4 a Schedule is a schedule to these Terms and Conditions; and

- 1.2.5 a Clause or paragraph is a reference to a Clause of these Terms and Conditions (other than the Schedules) or a paragraph of the relevant Schedule; and
- 1.2.6 a **"Party"** or the **"Parties"** refer to the parties to these Terms and Conditions.
- 1.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.
- 1.4 Words imparting the singular number shall include the plural and vice versa.
- 1.5 References to any gender shall include any other gender.

2. The Contract

- 2.1 Any and all business entered into by hackajob is subject to these Terms and Conditions together with the Privacy Notice, the Order Forms (in reverse chronological order), the SLA, the DPA and any applicable Product Terms forming part of the hackajob Product Suite.
 - a) The Client may subscribe to one or more Products within the hackajob Product Suite. Each Product is governed by these Terms and the applicable Product Terms, which together form the Agreement between the Parties.
- 2.2 If there is any conflict between the terms of an Order Form , these Terms and Conditions, and any applicable Product Terms, the following order of precedence shall apply: (i) the DPA; (ii) the relevant Product Terms; (iii) the Order Form; and (iv) these Main Terms.
- 2.3 The DPA shall have precedence over all other contract documents.
- 2.4 No modification or change to these Terms and Conditions or an Order Form or the SLA or the DPA will be valid unless the details of any such changes are in writing, signed on behalf of hackajob and the Client, and state the date on or after which such new terms will apply.
- 2.5 These Terms and Conditions together with the Privacy Notice, the Order Forms (in reverse chronological order and the SLA and where appropriate the DPA contain the entire agreement (**"the Agreement"**) between hackajob and the Client and supersede all previous terms of business, agreement and arrangements.
- 2.6 The Agreement commences when the Parties agree and execute an Order Form for the relevant Services and, subject to the terms of Clause 15 will terminate when hackajob no longer is obliged to provide the Client with Services under any Order Form.
- 2.7 At the end of the Client's initial Subscription Term as detailed in the first Order Form, the subscription will auto-renew for the same length as their existing Agreement unless the Client serves written notice to terminate the Agreement no later than 30 days before the renewal date.
- 2.8 The Fees for the initial Subscription Term (stated in the first Order Form) will be as specified in the first Order Form. hackajob reserves the right to change Fees from time to time and any such changes may affect the Customer's recurring fees after

the initial Subscription Term. Increases in price will be reflected in the Customer's recurring Fees for the Services in subsequent Order Forms.

- 2.9 hackajob may make available additional Products from time to time. Each Product is subject to these Main Terms and the corresponding Product Terms. If there is any inconsistency between these Main Terms and any Product Terms, the Product Terms shall prevail for that Product only.

3. The Services

- 3.1 From the Commencement Date, in consideration for the payment of the Fees, hackajob shall provide the Client with the Services, forming part of the **hackajob Product Suite**, including but not limited to *Source* and *Thena*, as described in the relevant Product Terms.
- 3.2 The Services provided under this Agreement are those set out in the relevant Order Form. For the avoidance of doubt, any description or references to services within these Terms are illustrative only and do not imply a right to access any service unless expressly included in the Order Form. Services may include, but are not limited to:
- 3.1.1 the Services comprise hackajob's Software as a Service recruitment platform for hiring information technology employees, accessed via the URL www.hackajob.com and hosted on the Platform;
 - 3.1.2 via the Platform, Candidates upload their details which may include a summary of the Candidate's academic background, work experience, technical or product skills and employment history and the Clients upload job descriptions for which they have vacancies;
 - 3.1.3 via the Platform the Client can upload Client Content, including information about the Client organisation and job opportunities;
 - 3.1.4 the Platform matches Candidates and employers based on the relevance of the job and a Candidate's relevant skills and experience;
 - 3.1.5 following the matching, employers can then elect to engage with Candidates;
 - 3.1.6 the Client can also search Candidates' information themselves;
 - 3.1.7 the Platform provides the facilitation and management of communications between the Client and Candidates;
 - 3.1.8 the Client can set challenges or tasks to Candidates based on the Candidate's skills and the job requirement to assess whether a Candidate is suitably skilled for the job;
 - 3.1.9 for the avoidance of doubt, hackajob's obligations shall be limited only to the provision of the Services and do not in any way include acting on the Client's behalf.
 - 3.1.10 consultancy on strategic employer branding initiatives and execution of producing and distributing campaigns to Candidates.
 - 3.1.11 provision of insights and tools to remove bias and attract diverse talent.

- 3.1.12 Provision of a number of market and/or bespoke insight reports to help Clients shape their recruitment strategy.

4. **Grant of Licence.**

- 4.1 hackajob grants to the Client a non-exclusive, royalty based (i.e. the Fees specified in the Order Form), non-sublicensable, term licence to use the Services for the Client's internal business purposes only for the Subscription Term, subject to the following conditions:
 - 4.1.1 The Services are located on the Platform. hackajob has full administrative access rights to the Platform. The Client may access the Services but has no right to administer the Platform or receive a copy of the object code or source code to the Software.
 - 4.1.2 The Client must have a reasonable speed Internet connection, and Local Equipment that is compatible with the Services, as set out in the Documentation. None of these things are hackajob's responsibility.
 - 4.1.3 hackajob may periodically upgrade and update the Services, in order to provide users with a greater, evolving user experience. Some of these changes shall occur automatically, while others may require the Client to schedule and implement the changes. hackajob shall provide the Client with reasonable notification in advance in this case.
 - 4.1.4 hackajob has all required distribution rights to the Intellectual Property in the Software and the Documentation.

5. **Vacancies and Advertisements**

- 5.1 hackajob shall have the right to decline, cancel or otherwise remove any job provided by the Client to hackajob at any time, for any reason and without giving prior notice to the Client.
- 5.2 If any job appears to demonstrate that the Client intends to discriminate on the grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex, or sexual orientation, it will be declined unless the job is exempted from the provisions of the Equality Act 2010; the Employment Equality (Religion and Belief) Regulations 2003; or the Employment Equality (Age) Regulations 2006 or any other Applicable Law. In the case of any applicable exemptions, the job must be accompanied by a written statement explaining those exemptions and how they apply to the job.
- 5.3 If, in the opinion of hackajob, any job indicates any illegal purposes on the part of the Client, hackajob may, without notice, report the job and the Client to the relevant authorities. Such authorities may include, but are not limited to, the Department for Work and Pensions, ACAS, the Information Commissioner's Office; and the Recruitment and Employment Confederation or the territorial equivalent in the jurisdiction in which the Client operates.
- 5.4 Jobs shall remain viewable by prospective Candidates until such time that 1) the Client removes the job posting 2) hackajob removes the job posting 3) the termination or end of the subscription or otherwise as specified in an Order Form.

6. **hackajob's Obligations**

- 6.1 hackajob will permit the Client to upload its vacancies and/or requirements via the Services to make them available to Candidates for matching with Candidates via the Platform.
- 6.2 hackajob is not obliged to ensure that Clients and Candidates are aware of any requirements imposed by Applicable Law or any professional body on the jobs that the Client seeks to fill.
- 6.3 hackajob cannot guarantee to match a suitable Candidate for each job and gives no warranties as to the suitability of any Candidate.

7. **The Client's Obligations**

- 7.1 The Client shall provide to hackajob all information which is reasonably required for hackajob to provide the Services. The Client shall use its best endeavours to ensure that such information is complete, accurate and up-to-date.
- 7.2 When submitting Client Content and information to hackajob or communicating with any party including Candidates via the Services, the following acceptable usage terms shall apply to the Client and its employees, agents and contractors:
 - 7.2.1 the Client must not submit Client Content that is untruthful, unlawful or otherwise objectionable. This includes, but is not limited to, Client Content that is abusive, threatening, harassing, defamatory, ageist, sexist or racist.
 - 7.2.2 the Client shall ensure that all information and Client Content provided to hackajob does not contain any material which infringes the rights of any third parties (including, but not limited to, Intellectual Property rights);
 - 7.2.3 submissions must be made using the English language(s). hackajob will be unable to respond to enquiries submitted in any other languages unless specified otherwise in the relevant Order Form;
 - 7.2.4 the means by which the Client identifies itself must not violate these Terms and Conditions or any Applicable Laws;
 - 7.2.5 the Client must not impersonate other legal entities, people, employees and representatives of hackajob or our affiliates; and
 - 7.2.6 the Client must not submit content which breaches the rights of third parties.
- 7.3 The Client acknowledges that hackajob reserves the right to monitor any and all communications and Client Content made to us or whilst using the Services.
- 7.4 The Client acknowledges that hackajob may retain copies of any and all communications and Client Content made to us or whilst using the Services.
- 7.5 The Client acknowledges that any information it sends to hackajob through the Services may be modified by hackajob in any way and the Client hereby waives its moral right to be identified as the author of such information. Any restrictions the Client may wish to place upon our use of such information must be communicated to us in advance and hackajob reserves the right to reject such terms and associated information.

- 7.6 The Client agrees that it will be solely responsible for its Client Content and for any comments it makes anywhere on the Website or tweeted or re-tweeted to or posted on any social media site. Specifically, the Client agrees, represents and warrants that it has the right to use the Client Content that it submits.
- 7.7 The Client agrees that it will be liable to hackajob and will, to the fullest extent permissible by law, indemnify hackajob for any breach of the warranties and undertakings given by the Client under this Clause 7 or any other term of these Terms and Conditions. The Client will be responsible for any loss or damage suffered by hackajob as a result of such breach.
- 7.8 The Client must provide hackajob with details of the vacancies that the Client wishes to fill, which must include the type of work required, the date of commencement, the duration, the hours, rates of pay and location as well as the training, qualifications and other authorisations required by law, the Client and any professional body for the position(s).
- 7.9 It is for the Client to ensure that all applicable Candidates introduced to the Client via the Services have the experience, qualifications, and authorisations which are required by the Client, by law or by any professional body, for the position(s) that the Client wishes to fill.
- 7.10 The Client must inform hackajob of any health or safety risks or requirements of the vacancies the Client wishes to fill, as well as the action taken by the Client to minimise and control such risks.
- 7.11 The Client must not seek to employ any member of hackajob's staff, but in the event that any member of staff accepts an Engagement with the Client, the Client must pay a fee equating to one year of the employee's salary.
- 7.12 The Client acknowledges that hackajob is under no obligation to provide the Services until all required information has been provided by the Client in accordance with sub-Clause 7.1.
- 7.13 The Client shall inform hackajob immediately and amend the relevant Client Content in the event that any relevant information changes following the submission of that information to hackajob.
- 7.14 Subject to the provisions of Clause 6 and as otherwise provided for in an Order Form or as separately agreed at hackajob's entire discretion (of which hackajob shall be sole judge), hackajob shall not verify or otherwise check any Candidate details, however such details may be provided to the Client.
- 7.15 It shall be the sole responsibility of the Client to ensure that Candidates are suitable for the relevant jobs and to obtain any references required.
- 7.16 It shall be the ultimate responsibility of the Client to obtain any required permits (including, but not limited to, work permits).
- 7.17 It shall be the sole responsibility of the Client to arrange for any required medical examinations or investigations.
- 7.18 The Client must not redistribute Candidate information such as CVs and photographs on any system outwith the Services such as any website, social media site, file sharing platform etc.

- 7.19 The Client is responsible for payment of remuneration to the Candidate.
- 7.20 In using the Services and interacting with Candidates, the Client must comply with all Applicable Laws.

8. Fees and Payment

- 8.1 The fees to access the Website and Services are through a recurring subscription as detailed in the relevant Order Form. The Client may only access the Website and the Services by paying the Fees as set out in the Order Form. Where the Client subscribes to multiple Products, separate Fees may apply to each Product as specified in the relevant Order Form
- 8.2 All Fees are exclusive of VAT and all other taxes or duties, which are the responsibility of the Client.
- 8.3 A “Qualified Candidate” (also referred to as a “Successful Match”) is when the Client requests a Candidate through the Services and the Candidate accepts their request. Only a “Qualified Candidate” will be used if a Candidate accepts the Client’s request; where a request can be an interview, a technical test or an application.
- 8.4 An assessment slot allows the Client to invite one candidate to take the Client’s technical test. An assessment slot will only be used once the Candidate completes the Client’s test.
- 8.5 The Client must not in any way attempt to contact any Candidates outwith the System in order to circumvent the terms of this Agreement.

9. Confidentiality

- 9.1 Each Party undertakes that, except as provided by sub-Clause 9.2 or as authorised in writing by the other Party, it shall, at all times:
 - 9.1.1 keep confidential all Confidential Information;
 - 9.1.2 not disclose any Confidential Information to any other party;
 - 9.1.3 not use any Confidential Information for any purpose other than as contemplated by and subject to the Agreement;
 - 9.1.4 not make any copies of, record in any way or part with possession of any Confidential Information; and
 - 9.1.5 ensure that none of its directors, officers, employees, agents or advisers does any act which, if done by that Party, would be a breach of the provisions of sub-Clauses 9.1.1 to 9.1.4 above.
- 9.2 Either Party may:
 - 9.2.1 disclose any Confidential Information to:
 - 9.2.1.1 any sub-contractor or supplier of that Party;
 - 9.2.1.2 any governmental or other authority or regulatory body; or

9.2.1.3 any employee or officer of that Party or of any of the aforementioned persons;

to such extent only as is necessary for the purposes contemplated by the Agreement, or as required by law, and in each case subject to that Party first informing the person in question that the Confidential Information is confidential and (except where the disclosure is to any such body as is mentioned in sub-Clause 9.2.1.2 above or any authorised employee or officer of any such body) obtaining and submitting to the other Party a written undertaking from the person in question, as nearly as practicable in the terms of this Clause, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made; and

9.2.2 use any Confidential Information for any purpose, or disclose it to any other person, to the extent only that it is, or has become, public knowledge through no fault of that Party, provided that in doing so that Party does not disclose any part of that Confidential Information which is not public knowledge.

9.3 The provisions of this Clause 9 shall continue in force in accordance with their terms, notwithstanding the termination of the Agreement for any reason.

10. Data Protection

10.1 The Parties acknowledge that hackajob may act either as a Controller or as a Processor depending on the specific Product within the hackajob Product Suite. The roles of the Parties and their respective obligations for each Product are set out in the applicable Product Terms and in the Data Processing Addendum ("DPA"). Each Party agrees that, in the performance of their respective obligations under these Terms and Conditions, it shall comply with the provisions of the Data Protection Legislation to the extent it applies to each of them.

10.2 In so far as the Client processes any Personal Data (including name, postal address, email address, mobile/telephone details, and other contact or personal details) relating to individuals which is acquired or collected by the Client in connection with the Agreement, subject to sub-Clause 10.5, the Client shall:

10.2.1 process the Personal Data, only for the purposes of performing the Agreement and only in accordance with instructions contained in the Agreement or provided to the Client by hackajob from time to time in writing;

10.2.2 not otherwise modify, amend or alter the contents of the Personal Data or disclose or permit the disclosure of any of the Personal Data to any third party unless specifically authorised in writing by hackajob;

10.2.3 at all times comply with the provisions of the Data Protection Legislation and all other Applicable Laws and implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure;

10.2.4 ensure that only those of the Client's personnel who need to have access to the Personal Data are granted access to such data and only for the

purposes of the performance of the Agreement and ensure that all of the Client's personnel required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this clause.

- 10.2.5 obtains prior written consent from hackajob before transferring Personal Data to any sub-contractor and, if such consent is given, include in all sub-contracts with such sub-contractor provisions in favour of hackajob which are equivalent to those in this Clause 10 and enforce these obligations at hackajob's request and the Client shall remain fully liable to hackajob for performance of the sub-contractor's obligations to the extent the sub-contractor fails to fulfil their data protection obligations;
- 10.2.6 not publish, disclose or divulge any of the Personal Data to any third party (including the Data Subject) unless directed to do so in writing by hackajob;
- 10.3 The Client shall notify hackajob within five working days if it:
 - 10.3.1 becomes aware of any breach of this Clause 10 by it or its Sub-contractors;
 - 10.3.2 receives a request from a Data Subject to have access to that person's Personal Data;
 - 10.3.3 receives a complaint or request relating directly or indirectly to the processing of any Personal Data in connection with these Terms and Conditions; and
 - 10.3.4 receives any other communication relating directly or indirectly to the processing of any Personal Data in connection with these Terms and Conditions;
- 10.4 The Client shall:
 - 10.4.1 permit hackajob or its external advisers (subject to reasonable and appropriate confidentiality undertakings) to inspect and audit the Client's data processing activities and comply with all reasonable requests or directions by hackajob to enable hackajob to verify and procure that the Client is in full compliance with its obligations under the Agreement;
 - 10.4.2 at no additional cost, provide such information to hackajob as hackajob may reasonably require, and within the timescales reasonably specified by hackajob, to allow hackajob to comply with the rights of Data Subjects, including Data Subject-access rights, or with notices served by the ICO or any other law enforcement authority; and
 - 10.4.3 not transfer Personal Data outside the European Economic Area or the United Kingdom or make any international or inter-state transfers of Personal Data without the prior written consent of hackajob and, where hackajob consents to such transfer, to comply with:
 - a) the obligations on Processors set out in of the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and

b) any reasonable instructions notified to it by hackajob.

10.4.4 The Client shall comply with the terms of the Security Addendum comprising Appendix 1 hereto.

- 10.5 Where the Client is located within a Third Country or is a Non-compliant US Entity and is processing any European Union and/or UK Personal Data (including name, postal address, email address, mobile/telephone details, and other contact or personal details as detailed in the DPA) relating to individuals which is acquired or collected or transferred by hackajob in connection with the Agreement, the Parties hereby agree to comply with the terms of the DPA with respect to the transfer and processing of any Personal Data. If there is any conflict between the terms of this Agreement and the terms of the DPA, the terms of the DPA shall have precedence.
- 10.6 The Client shall, at all times during and after the Subscription Term, indemnify hackajob and keep hackajob indemnified against all losses, damages, costs or expenses and other liabilities (including legal fees) incurred by, awarded against or agreed to be paid by hackajob arising from any breach of the Client's obligations under this Clause 10 except and to the extent that such liabilities have resulted directly from hackajob's instructions.
- 10.7 Except as provided otherwise herein, the Client shall, at the written direction of hackajob, delete or return Personal Data and copies thereof to hackajob on termination of the Agreement unless required by Applicable Laws to store the Personal Data (and for these purposes the term "delete" shall mean to put such data beyond use).
- 10.8 The Client shall maintain complete and accurate records and information to demonstrate its compliance with this Clause 10 and immediately inform hackajob if, in the opinion of the Client, its instruction infringes the Data Protection Legislation or Applicable Laws.
- 10.9 All Personal Data relating to individuals which is acquired or collected by the Client in connection with the Agreement shall belong exclusively to hackajob which hereby grants to the Client and, to the extent necessary, to the Client's personnel, or shall use commercially reasonable endeavours to procure the grant of, a royalty-free, non-exclusive licence (or, where relevant, an appropriate sub-licence) to use the same solely in relation to the performance of the Client's obligations as contemplated in the Agreement.
- 10.10 hackajob hereby warrants, represents, and undertakes that the Personal Data shall comply with the Data Protection Legislation in all respects including, but not limited to, its collection, holding, and processing.
- 10.11 Appendix 2 hereto sets out the scope, nature and purpose of processing by the Client, the duration of processing and the types of Personal Data and categories of data subject.
- 10.12 All instructions given by hackajob to the Client shall be made in writing and shall at all times be in compliance with the Data Protection Legislation. the Client shall act on such written instructions from hackajob unless the Client is required by law to do otherwise.

11. Intellectual Property

- 11.1 Content from the Website may be re-used without written permission where any of the exceptions detailed in Chapter III of the Copyright Designs and Patents Act 1988 apply.
- 11.2 Subject to the exceptions in Clause 11.1 of these Terms and Conditions, all Content, that is not Client Content, and the Database and the Software and the Documentation are the property of hackajob, or hackajob's affiliates or licensors. By continuing to use the Services the User acknowledges that such property is protected by applicable United Kingdom and international Intellectual Property and other Applicable Laws.
- 11.3 You may print, reproduce, copy, distribute, store or in any other fashion re-use Content from the Website as specified in Clause 11.1 of these Terms and Conditions and for personal or educational purposes only unless otherwise indicated on the Website or unless given our express written permission to do so. Specifically, you agree that you will not systematically copy Content or third party candidate Content from the Website with a view to creating or compiling any form of comprehensive collection, compilation, directory or database unless given hackajob's express written permission to do so.
- 11.4 Subject to the terms of Clauses 7 (acceptable usage) and 10 (Data Protection), hackajob shall only be entitled to use Client Content strictly as necessary to carry out its obligations under the Agreement, and for no other purpose. However, hackajob:
 - 11.4.1 may observe and report back to the Client on the Client's usage of the Services, and make recommendations for improved usage of the Subscription Services;
 - 11.4.2 may identify trends and publish reports on its findings from data aggregated from the Client's use of the Services provided such reports do not identify the Client and otherwise anonymise the data and comply with the principles of terms of Clause 9 (Confidentiality);

12. Liability

With the exception of death or personal injury or fraud, hackajob shall not be liable or responsible for any loss or damages of any nature whether direct or indirect including any loss of profits or any consequential damages suffered or incurred by the Client, howsoever caused or arising, as a result of the Introduction of a Candidate to the Client by hackajob, the Engagement of a Client Introduced by hackajob, the failure of hackajob to Introduce any Candidate to the Client, or otherwise arising out of or in connection with the Services or any agreement for the Services between hackajob and the Client.

13. Indemnity

The Client shall indemnify hackajob against any costs, liability, damages, loss, claims or proceedings incurred directly or indirectly by hackajob which may arise out of any breach by the Client of the terms of the Agreement.

14. Force Majeure

Neither Party shall be liable for any failure or delay in performing any of their obligations

hereunder where such failure or delay results from any event, cause or circumstance that is beyond the reasonable control of that Party. Such event, cause or circumstance includes, but is not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, epidemic, pandemic (whether naturally occurring or man-made) or other natural physical disaster, acts of terrorism, acts of war, governmental action or any other similar or dissimilar event that is beyond the control of the Party in question.

15. **Termination and Suspension.**

- 15.1 Either Party may terminate rights granted to the other under a particular Order Form at any time after expiry of the relevant Subscription Term provided all outstanding Fees have been paid to hackajob for the Services by providing not less than 30 days' prior written notice to the other Party. Termination of one Product shall not automatically terminate the Agreement in respect of any other Product still in use by the Client.
- 15.2 Either Party may terminate the Agreement, or any rights granted under a particular Order Form with immediate effect if:
 - 15.2.1 the other Party commits a material breach of any term of the Agreement or any Order Form which is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so; or
 - 15.2.2 the other Party is unable to pay its debts and/or ceases to trade and/or becomes insolvent.
- 15.3 Clauses 1, 2, 4, 5, 6, 7, 8, 9, 10, 12, 13, 14, 15, 16 and 17 shall continue after the Agreement ends.
- 15.4 If hackajob terminates an Order Form under the Agreement because of non-payment by the Client, all unpaid fees for the remainder of the relevant Subscription Term will immediately fall due for payment.
- 15.5 Upon termination of the Agreement or any Order Form for any reason the Client shall immediately pay to hackajob all of hackajob's unpaid invoices and interest at the rate specified in the relevant Order Form, for any services for which no invoice has been raised and any work in progress. hackajob shall invoice the Client and the invoice shall be payable immediately on receipt.
- 15.6 Termination of the Agreement or any Order Form shall not affect any of the Parties' rights and remedies that have accrued as at termination, including the right to claim damages (subject to the limitations contained herein) in respect of any breach of the Agreement or any Order Form that existed at or before the date of termination.
- 15.7 hackajob may retain Client Content in backup media for an additional period of up to one year after the date of termination of the Agreement, or longer if required by law, provided it makes no further use of such User Content (except as provided for herein or as is required by law), keeps the Client Content confidential in accordance with Clause 9, and supplies the Client with a copy of the most recent back-up of the Client Content within 30 days of the Client's request (at the Client's cost).

16. **Marketing**

16.1 hackajob may list the Client as a customer and use the Client's logo on hackajob's website and on publicly available client lists, and in media releases and promotional materials.

17. **Warranty Disclaimer.**

17.1 Except as expressly provided in the Agreement, the Subscription Services, Software and Professional Services are provided with no other warranties of any kind, and hackajob disclaims all other warranties, express or implied, including without limitation any warranty of merchantability or fitness for a particular purpose. hackajob does not warrant that the use of the Subscription Services shall be uninterrupted or error-free.

18. **Limitation of Liability.**

18.1 Neither Party shall be liable under the Agreement for any indirect, special, incidental, punitive or consequential damages (including without limitation damages for loss of goodwill, work stoppage, computer failure or malfunction, lost or corrupted data, lost profits, lost business or lost opportunity), or any other similar damages under any theory of liability (whether in contract, tort/delict, strict liability or any other theory), even if the other Party has been informed of this possibility. The Client assumes all responsibility for the selection of the Services, Software and Documentation necessary to achieve the Client's intended results, and for the use and results of the Services or work product. Each Party's total liability for any direct loss, cost, claim or damages of any kind related to the Agreement or the relevant Order Form shall not exceed the amount of the Fees paid or payable by the relevant Party under such relevant Order Form during the period of 12 months before the event giving rise to such loss, cost, claim or damages. However, there is no limitation on direct loss, claim or damages arising as a result of an infringement of either Party's Intellectual Property rights by the other Party, or a breach of Clauses 9, 10 or 11 of the Agreement by the other Party.

18.2 hackajob's liability under the Agreement (except where provided otherwise in the Agreement to a lesser extent) shall be limited to the amount of professional indemnity insurance underwritten in the name of hackajob which shall be £1,000,000.

19. **Relationship**

Nothing in these Terms and Conditions shall create a partnership or agency or the relationship of employer and employee, or other relationship between hackajob and the Client.

20. **Severance**

In the event that any part(s) of the Agreement or the DPA or part thereof is declared to be invalid, unlawful, void or unenforceable then such terms or parts shall be severed and the remaining terms and conditions shall continue to be valid and enforceable to the fullest extent of the law.

21. **Anti-Bribery**

The Parties shall comply at all times with the provisions of the United Kingdom Anti-terrorism, Crime and Security Act 2001, and the United Kingdom Bribery Act 2010 and where appropriate the United States The Foreign Corrupt Practices Act of 1977 and all other Applicable Laws relating to bribery and corruption.

22. **Third Parties**

No provision of the Agreement shall confer any benefit on or be enforceable by any person who is not a party to these Terms and Conditions under the Contract (Rights of Third Parties) Act 1999.

23. **Law and Jurisdiction**

15.1 These Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

15.2 Any dispute, controversy, proceedings or claim between the Parties relating to these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the exclusive jurisdiction of the courts of England and Wales.

SCHEDULE 1

SLA

This SLA is designed to ensure that hackajob meets the needs of its Clients and it outlines what levels of service can be expected.

Service Line	SLA	KPI (%)
System Availability	To be made available to Users 24/7	99
Support Hours:	hackajob will respond within defined service levels (see below)	99
Technical Support - Second Line	Available 9.00am – 5.00pm GMT	99

1. Incident Resolution Targets

Severity Description	Response	Resolution
1.1 Unplanned outage impacting multiple Users	1hr	<24 hrs
1.2 Outage / severe disruption to service for several Users	2hrs	within 2 Working Days
1.3 Reduced functionally causing disruption to business	4hrs	within 3 Working Days
1.4 Non-urgent / reduced functionality with low impact	8hrs	within 5 Working Days

hackajob shall use reasonable endeavours to provide the support services in accordance with these Service Levels and Response Times. These Response times refer only to the time within which hackajob shall respond to a helpdesk support request. hackajob gives no guarantee as to the time any given issue may take to resolve save that it hereby undertakes to use reasonable

endeavours to resolve issues as quickly as is reasonably possible within the target resolution times specified in the table above.

2. Support provided under the Agreement shall include:

2.1 Response facilities.

2.1.1 hackajob will appoint a dedicated Customer Success and/or Account Manager who will be the first and primary point of contact for all communications.

2.1.2 For software issues, the Client can email support@hackajob.com to contact the hackajob Help Desk which is available during normal business hours (Contracted Hours)

2.1.3 The Client Contact must submit sufficient material and information to enable hackajob support staff to duplicate the problem. A support technician will be assigned and will attempt to solve a problem immediately, or as soon thereafter as possible. When appropriate, the Customer Success or Account Manager will give an estimate of how long it will take to resolve. The Customer Success or Account Manager will do their best to keep the Client advised on the progress of problem resolution.

2.1.4 The support facility is strictly not a training facility. Its objective is to troubleshoot and resolve Software Operational Issues.

2.1.5 The support facility is not a hardware or local equipment IT support facility. hackajob does not support or warrant your local equipment, or any other system or service that you subscribe to. Its sole purpose is to support the hackajob Software only. Anything else is strictly the Client's responsibility.

2.1.6 Additional Service Levels: additional service levels shall be as follows:

2.1.6.1 hackajob will maintain a support facility staffed by skilled, trained professionals.

2.1.6.2 The support facility will log, track, trace and reported Client/User support requests.

2.1.6.3 All requests are logged and prioritised, against this priority hackajob will respond to Client/User requests.

2.1.6.4 During "Contracted hours", hackajob will log all Client/User calls.

2.1.6.5 "Contracted hours" are Monday to Friday- 9am to 5pm Monday to Friday GMT.

2.1.6.6 A restricted service is provided on public holidays.

2.2 Support Procedures:

2.2.1 Answer the support case, received via email:

2.2.1.1 Update the Case database

2.2.1.2 Agree case priority

2.2.1.3 Give the user a case reference if necessary

2.2.2 Take action on the case:

2.2.2.1 Confirm that this is a hackajob problem

2.2.2.2 Interrogate the Help Desk database

- 2.2.2.3 Use reasonable endeavours to resolve the problem reported by Client/User
- 2.2.2.4 Report to Client if problem cannot be resolved
- 2.2.2.5 Pass to a third party if not an hackajob problem
- 2.2.2.6 Inform Client of progress
- 2.2.3 Close the case:
 - 2.2.3.1 Inform Client of resolution
 - 2.2.3.2 Update the System Database
 - 2.2.3.3 Performance Analysis / reporting
 - 2.2.3.4 Review/Update the System Database
 - 2.2.3.5 Review Service Level
- 2.2.4 Correction of critical errors or assistance to overcome problems.
- 2.2.5 hackajob may, at its sole discretion, correct errors by "patch" or by version update.
- 2.2.6 Provision of Information on availability of new versions of Software.
- 2.2.7 Provision Consultancy advice (chargeable at agreed rates may apply where appropriate) on Software development,
- 2.2.8 enhancements and modifications, together with estimates for the same.

APPENDIX 1

Security Addendum

The Client will implement and maintain commercially reasonable administrative, technical, and physical safeguards, including procedures and practices commensurate with the level of sensitivity of hackajob's Confidential Information, as defined in these Terms and Conditions and the nature of its activities under these Terms and Conditions, to protect the security, confidentiality, and integrity of hackajob's Confidential Information Processed by the Client or in its possession and control including such safeguards (a) to protect the security of systems upon which such data is Processed; and (b) designed to prevent a Data Breach. For the purposes of clarity, Confidential Information will be deemed to be inclusive of the hackajob's Personal Data. The Client's personnel will not process hackajob's Confidential Information without authorisation. Without limiting the foregoing, the Client will:

- a) identify material internal and external risks to the security, confidentiality, and integrity of the Personal Data that could result in the unauthorised disclosure, misuse, loss, alteration, destruction, or other compromise of the Personal data;
- b) at a minimum, the risk assessments required by sub-part (a) should include consideration of risks in each area of relevant operation, including, but not limited to:
 - secure system design and testing; and
 - design and implement commercially reasonable safeguards to control the risks identified through the risk assessments, including without limitation;
- c) implement and maintain a disaster recovery plan during the Subscription Term or so long as the Client maintains possession or control of Personal Data, whichever is longer, to ensure all Personal Data in the Client's possession or control at a given time is capable of being recovered, and that the integrity of all such recovered Personal Data is retained, in the event that the Client's network, systems or other facilities experience a Data Breach or any significant interruption or impairment of operation or any loss, deletion, corruption, or alteration of Personal Data;
- d) ensure that connections made from the Client systems to hackajob's systems are made over secure connections.

APPENDIX 2

Processing, Personal Data and Data Subjects

For Services where hackajob acts as Processor (including the Thena product), the applicable processing details and obligations are described in the Thena Product Terms, available at [here](#).

- 3. Processing by the Client
- 3.1 Scope –the Client shall process Personal Data in order to comply with these Terms and Conditions and each Order Form.
- 3.2 Nature:

- 3.3 Purpose of Processing: in order to assess the suitability of and the Engagement of Candidates
- 3.4 Duration of the Processing: The Subscription Term
- 3.5 Types of Personal Data: as stated in the DPA
- 3.6 Categories of Data Subject: as stated in the DPA
- 4. Rights and Obligations of Controller
- 4.1 The rights and obligations of the Controller set out in these Terms and Conditions and the Data Protection Legislation.