Rightcheck Terms of Use

Last Updated: 21st Oct 2025

1. INTRODUCTION

1.1 These Terms of Use (the "Agreement") set out the master terms and conditions governing the provision and use of the Rightcheck platform and associated services supplied by T4 Communications UK Limited (trading as "Rightcheck"), a company registered in England and Wales under company number 06240820 ("Rightcheck").

1.2 These Terms of Use are incorporated by reference into, and form part of, the Subscription Agreement executed between Rightcheck and the relevant Subscriber (the "Subscriber"). The Subscription Agreement sets out the specific commercial terms, pricing, and service options agreed with that Subscriber.

1.3 By signing or accepting the Subscription Agreement, the Subscriber agrees to be legally bound by these Terms of Use (as updated from time to time) without the need for a separate signature of this document.

1.4 The Data Processing Agreement ("DPA") published by Rightcheck and referenced in these Terms of Use forms an integral part of the contractual relationship between Rightcheck and the Subscriber and governs the processing of any personal data undertaken by Rightcheck on the Subscriber's behalf.

1.5 In the event of any inconsistency between these Terms of Use, the Subscription Agreement, and the DPA:
(a) The DPA shall prevail in relation to data protection and GDPR-compliance matters; and
(b) The Subscription Agreement shall prevail over these Terms of Use in relation to specific commercial terms.

2. DEFINITIONS AND INTERPRETATION

In this Agreement, unless the context otherwise requires, the following expressions shall have the following meanings:

"Additional Services" means the Subscriber may purchase, or subscribe to, complementary products or software services, some of which may be facilitated by third parties that integrate with Rightcheck;
"Agreement" means these Terms of Use;
"Commencement Date" means date upon which this Agreement is accepted by or on behalf of both Parties;
"Confidential Information" has the meaning given to that term in Clause 6.1;
"Control" means, in relation to a body corporate, the power to secure that its affairs are

conducted in accordance with the wishes of the controlling body, as defined in Section 1161 of the Companies Act 2006, and "Controlled" shall be construed accordingly;
"Documentation" means the user instructions, installation guide and all other written or electronic information supplied to the Subscriber by Rightcheck, but excluding marketing literature and materials, which describe the software as may be updated from time to time by Rightcheck;
"Fees" means the fees payable by the Subscriber under the terms of this Agreement for use of Rightcheck in accordance with the Subscription Agreement;
"Intellectual Property Rights" means any trademarks, domain names, design rights, patents, copyright and moral rights, rights in databases, rights in confidential information and all other intellectual property rights, in each case, whether registered or unregistered (and including applications for the grant of any of the foregoing) and all rights or forms of protection having equivalent or similar effect to any of the foregoing which may subsist anywhere in the world;
"Licence Period" – the period and length of time which the Subscriber may use the Software from and including the Commencement Date;
"Party" means either Rightcheck or the Subscriber (as appropriate) and "Parties" shall be construed accordingly;
"Rightcheck Trade Marks" means any Rightcheck trade mark and/or logo which from time to time may be incorporated into or appear as part of the Software and/or Documentation;
"Rightcheck" means Rightcheck software which is branded and produced by T4 Communications UK Limited, registered in England, company number 06240820;
"Software" means both the Rightcheck mobile IOS or Android apps, the Rightcheck web-based management portal and Rightcheck API;
"Subscriber" means the customer who subscribes to use the Software, and, where the context permits, includes any permitted user or administrator designated by the customer to use the Software;
"Subscription Agreement" means the initial agreement signed and agreed by the Subscriber that details the services and check categories being provided, the fees applicable and duration of contracted access to the Rightcheck platform and software, and also means any variation to the Subscription Agreement that is subsequently signed and agreed by the Subscriber;
"Support Services" means the support services specified in Clause 13;
"Update" means any update to the Software and Documentation which may be issued by Rightcheck from time to time;
"Working Day" means 9am to 5pm Monday to Friday excluding English Bank holidays and Public holidays.

Save to the extent that the context or the express provisions of the Agreement require otherwise, in this Agreement:
(a) words importing the singular shall include the plural and vice versa;
(b) words importing any gender shall include all other genders;
(c) any reference to a Clause or Schedule is to the relevant clause or schedule in or to this Agreement;
(d) reference to this Agreement or any other document shall be construed as reference to this Agreement or that document as modified, amended, varied, supplemented,

assigned, novated or replaced from time to time;
(e) references to any statute or statutory provision (including any subordinate legislation) include any statute or statutory provision which amends, extends, consolidates or replaces the same, and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant statute;
(f) references to a "person" includes any individual, firm, company, corporation, body corporate, government, state or agency of a state, trust or foundation, or any unincorporated body, association or partnership (whether or not having separate legal personality) of two or more of the foregoing;
(g) any phrase introduced by the words "including", "include", "in particular" or any cognate expression shall be construed as illustrative only and shall not be construed as limiting the generality of any preceding words; and
(h) the words "other" and "otherwise" shall not be construed *ejusdem generis* with any foregoing words where a wider construction is possible.

The headings to Clauses are inserted for convenience only and shall not affect the interpretation or construction of this Agreement.

3. COMMENCEMENT AND DURATION

This Agreement shall come into force on the date you confirm the subscription and remain in force for the duration of the subscription period, or until terminated by either Party in accordance with Clause 14.

4. LICENCE

4.1 Rightcheck hereby grants to the Subscriber a non-exclusive, non-transferable, non-sublicensable (except in accordance with the terms of this Agreement) licence for the Licence Period to use the Software in accordance with this Agreement and the Documentation or as otherwise allowed by us in writing. The Subscriber may not use the Software in any other way.

4.2 It shall be the Subscriber's responsibility to ensure the Software is used in conjunction with equipment, hardware and software which meets the minimum capacity requirements listed in the Documentation and that the Subscriber's use of the Software is not in breach of any relevant legislation or other legal requirement, including without limitation the requirements of the UK GDPR Data Protection Act 2018 and any regulations made under that.

4.3 The Software has been designed to facilitate and not substitute the Subscriber's responsibility when carrying out right to work and other recruitment and background screening checks. The Subscriber is still responsible for making sure these checks are completed satisfactorily and to the best of their ability. Rightcheck will not, pursuant to this Agreement, perform any management functions or make any judgements or decisions for the Subscriber. While Rightcheck may in the course of performing its

obligations under this Agreement provide advice on matters relevant to a decision by the Subscriber, responsibility for all of the Subscriber's decisions, for any results arising from your decisions, and for management of any consequences shall rest solely with the Subscriber.

4.4 Rightcheck acknowledges that they shall have no rights in respect of any information or data stored on the Software by the Subscriber.

5. FEES AND CHARGES

5.1 In consideration of the licence granted under Clause 4.1, the Subscriber shall pay to Rightcheck the Fees in accordance with the Subscription Agreement.

5.2 All Fees and other charges payable under this Agreement are exclusive of any VAT, which shall be payable by the Subscriber.

5.3 Rightcheck shall review its fees on an annual basis each May. Any changes to the fees will be made in line with the Retail Price Index (RPI) and shall be communicated to Subscribers with no less than thirty (30) days' prior written notice before the changes take effect.

5.4 If any sums payable to Rightcheck under the Agreement are in arrears for more than thirty (30) days after the due date, Rightcheck reserve the right without prejudice to any other right or remedy to suspend the Subscriber's right to use the Software and/or the provision of any services, including Support Services, without notice and to charge interest on any outstanding balances at the statutory rate from time to time in force (this rate applying after as well as before any court award or judgement in Rightcheck's favour in respect of outstanding balances).

6. CONFIDENTIAL INFORMATION

6.1 "Confidential Information" shall mean all information embodied in the Software and Documentation and all other information imparted by either Party to the other Party and marked as confidential (either in writing or by oral notice), or that by its nature the Party receiving such information ought reasonably to know is confidential, but excluding information already rightfully in the possession of the Party receiving such information at the time of receipt, or which is already in the public domain or which becomes so (otherwise than in breach of the Agreement).

6.2 Each Party shall keep in confidence and not disclose to any person or use any Confidential Information of the other Party except as strictly necessary for the purposes of the Agreement unless such Confidential Information is required to be disclosed as a matter of law and/or regulation.

7. ADDITIONAL SERVICES

7.1 To add Additional Services to Rightcheck, the Subscriber must pay the applicable fees and subscriptions for each Additional Service, as defined in the Subscription Agreement.

7.2 The Subscriber is responsible for deciding whether or not to access and use the Additional Services and if the Subscriber elects to do so, agrees to the separate Additional Services Terms of Use and, if applicable, to the terms and conditions of the third-party supplier.

7.3 If there is a conflict between any of the terms of this agreement and the Additional Services terms, then the Additional Services terms will prevail in relation to the Subscriber's use of the Additional Services.

7.4 Rightcheck is not responsible for any issue with any third-party technology, authorised delegation, information and/or services and will not be liable for those issues.

7.5 Rightcheck may withdraw access to such third-party services, delegation, information or services at any time. In such cases, Rightcheck will make reasonable efforts to communicate any changes to Subscribers via email notification.

7.6 In providing Additional Services, Rightcheck may rely on third-party suppliers, including government agencies. If such third parties increase their fees or introduce new charges, Rightcheck reserves the right to adjust the applicable fees for the relevant Additional Services accordingly. Any such adjustments will reflect only the necessary increase to cover these additional third-party costs and will be communicated to the Subscriber with no less than thirty (30) days' prior written notice.

8. BRANDING AND INTELLECTUAL PROPERTY RIGHTS

8.1 Rightcheck acknowledges that the Rightcheck Trademarks are incorporated into the Software and the Documentation and hereby acknowledges that the licence granted under Clause 4 extends to the Subscriber's use of the Rightcheck Trademarks, but only to such extent as is incidental to use of the Software in accordance with this Agreement and the Documentation. For the avoidance of doubt, the Subscriber shall not use the Rightcheck Trademarks or any other Rightcheck trademark or brand image on any marketing or promotional materials without Rightcheck's prior written consent.

8.2 The Subscriber acknowledges that the Software, Documentation and Rightcheck Trademarks shall at all times remain the property of Rightcheck and that nothing in this Agreement shall transfer to the Subscriber any title in the Software, Documentation or Rightcheck Trademarks or any associated Intellectual Property Rights.

8.3 The Subscriber recognises that any Intellectual Property Rights subsisting in any works produced during the course of any services provided by Rightcheck to the

Subscriber under this Agreement, wherever in the world such rights arise, shall belong to Rightcheck.

9. WARRANTIES

9.1 Rightcheck warrants to the Subscriber for the term of the Agreement that:

9.1.1 Rightcheck has the right to grant the Subscriber a licence to use the Software and Documentation as provided for in this Agreement; and

9.1.2 The Software will perform as described in the Documentation provided that the Subscriber uses the Software in accordance with this agreement and the Documentation.

9.2 Without prejudice to any other term of this Agreement Rightcheck does not warrant that operation of the Software will be uninterrupted or error free.

9.3 The warranties in this Clause 9 and the other express provisions of this Agreement set out the full extent of Rightcheck's obligations and liabilities concerning its subject matter. All other warranties, conditions, terms, undertakings and obligations which might otherwise be implied into this Agreement, including without limitation any implied terms of satisfactory quality or fitness for purpose are hereby excluded to the fullest extent permitted by law.

9.4 The warranties set forth in this Clause shall not be effective, and Rightcheck shall not have any obligation or liability to the Subscriber, if the Software:

9.4.1 is not used in accordance with the Documentation and subject to the terms of this Agreement or is used in conjunction with hardware, mobile devices or other software which Rightcheck does not support; or

9.4.2 has been altered, modified or revised by the Subscriber or other third party without Rightcheck's express approval; or

9.4.3 fails for any reason outside Rightcheck's control including but not limited to actions by the Subscriber or other third party or the malfunction of machinery, hardware or other software.

9.5 If, upon investigation by Rightcheck, a problem is found not to be Rightcheck's responsibility under this Clause 9, Rightcheck will notify the Subscriber of this finding and reserves the right, immediately following such notification, to charge the Subscriber forthwith for all reasonable costs and expenses incurred by Rightcheck in the course of or in consequence of such investigation.

9.6 The Subscriber acknowledges that the Subscriber is responsible for ensuring that the Subscriber's users of the Software have received sufficient training and have the

necessary understanding of the regulatory and commercial background to make proper use of and obtain proper benefit from the Software.

9.7 As between the Subscriber and Rightcheck, the Subscriber accepts sole responsibility for the accuracy of all data processed using the Software and the results obtained therefrom to the extent that the results depend upon the accuracy of the Subscriber's data.

9.8 Except in the case of fraudulent misrepresentation by Rightcheck, the Subscriber hereby warrants that the Subscriber has not been induced to enter into the Agreement by any prior representations, whether oral or in writing and the Subscriber hereby waives any claim for breach of any such representations.

9.9 The Subscriber warrants and represents to Rightcheck that the Subscriber has the ability and experience to carry out the obligations assumed by the Subscriber under this Agreement and that by entering into the Agreement the Subscriber will not breach any express or implied obligation to any third party.

10. INDEMNITIES

10.1 The Subscriber will defend, indemnify and hold Rightcheck harmless against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with use of the Software, provided that:

10.1.1 Rightcheck provides prompt notice of any such claim;

10.1.2 Rightcheck provides reasonable co-operation in the defence and settlement of such claim, at your expense; and

10.1.3 Rightcheck grants the Subscriber sole authority to defend or settle the claim.

10.2 Rightcheck shall indemnify the Subscriber against any claim that the normal use or possession of the Software, Documentation or Rightcheck Trademarks in accordance with the Agreement infringes the Intellectual Property Rights of any third party in the United Kingdom, provided that:

10.2.1 the Subscriber does not prejudice Rightcheck's defence of such a claim;

10.2.2 such infringement is not caused by or contributed to by the Subscriber's or any other third party's acts or omissions, other than the use of the Software in accordance with the terms of this Agreement;

10.2.3 Rightcheck is promptly notified in writing of the details of the claim;

10.2.4 the Subscriber gives Rightcheck all reasonable assistance with such claim; and

10.2.5 Rightcheck has sole conduct and control of the claim and its settlement or resolution.

10.3 Rightcheck may at Rightcheck's own expense modify or replace all or part of the Software or Documentation so as to avoid infringement or claim of infringement.

10.4 Rightcheck shall have no liability for any claim of infringement based on the Subscriber's:

10.4.1 use of the Software or Documentation other than in accordance with the Agreement; or

10.4.2 failure to install any Updates immediately on notification of the relevant Update.

11. LIMITATION OF LIABILITY

11.1 Except in respect of injury to or death of any person (for which no limit applies) the respective liability of either Party to the other Party under the Agreement in respect of each event or series of connected events shall not exceed one hundred per cent (100%) of the total Fees paid by the Subscriber to Rightcheck under this Agreement during the period of twelve (12) calendar months preceding the event giving rise to such liability.

11.2 Rightcheck will not be liable to the Subscriber or any other third party for any loss or damage arising out of or relating to the Agreement whether caused by any breach of contract or any negligence by Rightcheck or otherwise, to the extent that such loss or damage is indirect, consequential or special, whether or not Rightcheck have been advised of the possibility of such loss or damage.

11.3 Rightcheck will not be liable to the Subscriber or any third party for any loss or damage arising out of or relating to the Agreement to the extent that such loss or damage is:

11.3.1 a loss of profits; or

11.3.2 a loss of data, whether or not Rightcheck has been advised of the possibility of such loss or damage.

11.4 The Subscriber agrees that the limitations set out in this Clause 11 and restrictions in this agreement are reasonable because they reflect the fact that:

11.4.1 Rightcheck cannot control how and for what purpose you use our Software;

11.4.2 Rightcheck has not developed the Software specifically for the Subscriber; and

11.4.3 Although Rightcheck follows good industry practice, it is not economically possible for Rightcheck to carry out all the tests necessary to make sure there are no problems in the Software.

12. SOFTWARE UPDATES

12.1 Rightcheck may from time-to-time issue software updates.

12.2 The Subscriber must install any update immediately on receipt or notification of the relevant update.

12.3 Once installed, updates shall be deemed to be part of the Software and the Documentation (as appropriate).

12.4 Rightcheck shall not be liable for any failure of the Software to operate in accordance with this Agreement or to otherwise meet any warranties or representations set out in this Agreement unless the Subscriber has installed all relevant updates pursuant to Clause 12.1.

13. SUPPORT SERVICES

Rightcheck will provide the Subscriber with support services to a service level as defined in the Subscription Agreement.

14. TERMINATION AND POST TERMINATION

14.1 Either Party may terminate the Agreement:

14.1.1 immediately if the other Party is in material breach of any of its obligations under this Agreement and such breach is not remedied within sixty (60) days of that Party's receipt of notice of such breach from the terminating Party; or

14.1.2 immediately on giving the other Party written notice if the other Party commits any act of insolvency or bankruptcy.

14.2 Rightcheck may terminate the Agreement at any time if:

14.2.1 the Subscriber has failed to pay the Fees; or

14.2.2 in the event that the operation of the Agreement may not be lawful in any jurisdiction relevant to either Party.

14.3 Should the Subscriber wish to terminate their subscription at the end of the Licence Period, defined in the Subscription Agreement, they must do this by providing written notice. This notice must be received by Rightcheck at least 90 days in advance of the end of the Licence Period. In the absence of receipt of such notice from the Subscriber, the Licence Period will automatically roll over for successive 12 month Licence Periods.

14.4 Any termination of this Agreement shall be without prejudice to any other rights or remedies either party may be entitled to under this Agreement or at law and shall not affect any accrued rights or liabilities of either party nor the coming into or continuance in force of any provision in this Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.

14.5 On termination of the Agreement howsoever caused, the Subscriber undertakes immediately to cease to use the Software and the Documentation.

14.6 Termination of the Agreement however caused shall not affect the rights of either Party under the Agreement which may have accrued up to the date of termination, in particular the Subscriber's obligation to make any payments due to Rightcheck under the Agreement. The provisions of Clauses 5, 6, 10, 11, 14 and 22 shall survive termination of the Agreement.

14.7 For the avoidance of doubt, termination of the Agreement shall also terminate the provision of any Support Services provided under the Agreement.

14.8 No refund is due if the Subscriber terminates their Agreement, or Rightcheck terminates the Agreement in accordance with these terms.

14.9 No matter how this Agreement terminates, the data stored in the Software remains the Subscriber's data that can be removed from the Software before the end of the Agreement.

15. DATA PROTECTION

15.1 Both Parties shall comply with their respective obligations under all applicable Data Protection Laws.

15.2 Where Rightcheck processes personal data on behalf of the Subscriber in connection with the provision of the Services, the Parties acknowledge that:
(a) the Subscriber is the Data Controller; and
(b) Rightcheck is the Data Processor,
and such processing shall be governed by the Rightcheck Data Processing Agreement ("DPA"), which is incorporated into and forms part of this Agreement.

15.3 The current version of the DPA is available on Rightcheck's website at https://rightcheck.io (or such replacement URL as Rightcheck may notify).

15.4 In the event of any conflict between this Agreement and the DPA, the DPA shall prevail in relation to data protection matters.

16. FORCE MAJEURE

16.1 If circumstances beyond Rightcheck's reasonable control arise, Rightcheck will not be liable for failing to meet our responsibilities in this Agreement because of those circumstances, for as long as those circumstances continue.

16.2 For the purposes of this Agreement, the Subscriber agrees that a cyber-attack or breach of cyber security is beyond Rightcheck's reasonable control, subject to Rightcheck being able to demonstrate that Rightcheck has acted in accordance with what would be reasonably considered to be best practice by a business and software provider of an equivalent size and standing in taking steps to prevent such an attack or breach of security.

17. WAIVER

The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. The rights and remedies provided by this Agreement are cumulative and (subject as otherwise provided in this Agreement) are not exclusive of any rights or remedies provided by law. A waiver of a breach of any of the terms of this Agreement or of a default under this Agreement does not constitute a waiver of any other breach or default, shall not affect the other terms of this Agreement and will not prevent a Party from subsequently requiring compliance with the waived obligation.

18. ENTIRE AGREEMENT AND ENFORCEABILITY

18.1 This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, arrangements and understandings between the Parties whether oral or written relating to the subject matter hereof (other than representations made fraudulently). No addition, modification or amendment to the Agreement will be binding unless made in writing and executed by a duly authorised representative of each of the Parties.

18.2 If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, unenforceable or illegal in whole or in part for any reason such decision shall not affect the validity, enforceability or legality of the remaining provisions hereof and this Agreement will be construed as if such invalid, illegal or unenforceable provision was not a part of this Agreement.

19. ASSIGNMENT

Rightcheck may assign all or any of Rightcheck's rights or obligations under this Agreement without the Subscriber's prior written consent. This Agreement is personal to the Subscriber and, save as permitted in this Agreement, the Subscriber shall not assign, sub-contract, sub-licence or charge or part with any of the Subscriber's rights or obligations under the Agreement without Rightcheck's prior written consent.

20. RELATIONSHIP

Nothing in the Agreement shall render the Parties partners or agents and neither shall purport to undertake any obligation on the other's part or expose the other to any liability whatsoever.

21. RIGHTS OF THIRD PARTIES

A person who is not a Party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce, or to enjoy the benefit of any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

22. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of England and Wales and the Parties agree to submit to the jurisdiction of the English Courts.

Additional Services – Terms of Use

Last Updated: 6th February 2025

INTRODUCTION

Rightcheck's primary purpose is to facilitate the undertaking of Right to Work checks; the software also facilitates the undertaking of other pre-employment and background screening checks. Rightcheck may involve reputable third-party suppliers in the processing of these additional checks, as detailed below.

These Additional Service Terms of Use govern a Subscriber's access to and use of the platform that take effect when they sign the Subscription Agreement for Additional Services, or click the "Continue" button or checkbox as presented within the platform to proceed.

Subscriber's represent to Rightcheck that all designated users of the platform are authorised to utilise the platform for the Additional Services (as defined by the Subscription Agreement) and agree to the following terms, applicable to the particular additional check categories.

1. CRIMINAL RECORD CHECKS (CRC)

1.1 Rightcheck utilises the services of a third-party supplier to support the undertaking of CRC checks.

1.2 The Subscriber accepts responsibility for the following:

1.2.1. Ensuring candidates at the start of the Subscriber's recruitment process are aware of their need, purpose and approach to undertaking criminal record checks.

1.2.2. Implementing a written policy specifying the process and criteria used by the Subscriber for the purposes of undertaking criminal record checks.

1.2.3. Ensuring appropriate measures are in place to protect and control the output of the check, and associated candidate data, aligned to the intended purpose and all relevant data protection legislation and regulations.

1.3. Furthermore, when requesting via Rightcheck a criminal record check on a candidate resident in the United Kingdom, Subscriber's agree to fully comply with the sections of the codes related to employers or clients of umbrella bodies of the Disclosure & Barring Service ("DBS"), Disclosure Scotland ("DS") and/or AccessNI ("ANI"), or relevant processing standards (each a "Code"), and specifically to:

1.3.1 Ensure candidates are aware of and have access to the Rehabilitation of the Offenders Act 1974 and furthermore receive a copy of the applicable Code at the start of the recruitment process;

1.3.2 1.3.2 Implement a written policy specifying the process and criteria used by the Subscriber for employment, recruitment and/or hiring decisions regarding candidates with a criminal record history;

1.3.3 1.3.3 Notify Rightcheck of who within your organisation is permitted to receive disclosure information and promptly notify Rightcheck of any changes thereto.

1.3.4 1.3.4 Comply with the process of ensuring the true identity of the candidate in accordance with the relevant guidelines issues by DBS, DS or ANI from time to time.

2. CRC – INTERNATIONAL CHECKS

2.1. In addition to the aforementioned criminal record checks (CRC) and associated information, Rightcheck will, upon the subscriber's instruction, periodically employ the services of a third-party supplier to facilitate international criminal record checks for candidates now resident in the UK who have declared, within a five-year address history span, that they resided overseas.

2.2. These international CRC checks, or their nearest equivalents, will be conducted subject to the availability of jurisdictional services and compliance with local data protection laws.

2.3. The Subscriber accepts responsibility for the following:

2.3.1. Ensuring candidates at the start of the Subscriber's recruitment process are aware of their need, purpose and approach to undertaking international criminal record checks.

2.3.2. Implementing a written policy specifying the process and criteria used by the Subscriber for the purposes of undertaking international criminal record checks.

2.3.3. Ensuring appropriate measures are in place to protect and control the output of the check, and associated candidate data, aligned to the intended purpose and all relevant data protection legislation and regulations.

3. RIGHT TO WORK IRELAND CHECKS

3.1 When the Subscriber requests via Rightcheck, an Irish Right to Work Check, in order to support the Subscriber's compliance with a mandatory verification process to ensure that a candidate is legally permitted to work in the Republic of Ireland, the Subscriber agrees to fully comply with the legislation governing right to work checks in

the Republic of Ireland, including several key statutory instruments and legal frameworks, namely:

3.1.1 Employment Permits Acts 2003-2014: These acts regulate the issuance of employment permits for non-EEA nationals, ensuring that only those with the appropriate permissions can work in Ireland.

3.1.2 Immigration Act 2004: This act outlines the requirements for non-EEA nationals to reside and work in Ireland, including the need for appropriate visas and residence permits.

3.1.3 General Data Protection Regulation (GDPR): This regulation governs the processing of personal data, including the information collected during right to work checks, ensuring compliance with data protection laws.

3.1.4 Data Protection Acts 1988-2018: These acts complement the GDPR and provide additional guidelines on the handling and protection of personal data in Ireland.

3.1.5 Workplace Relations Act 2015: This act establishes the Workplace Relations Commission (WRC), which oversees compliance with employment laws, including right to work checks.

3.2 The Subscriber accepts responsibility for the following:

3.2.1 Ensuring candidates at the start of the Subscriber's recruitment process are aware of and receive a copy of the applicable Acts.

3.2.2 Implementing a written policy specifying the process and criteria used by the Subscriber for the purposes of ascertaining a candidate's right to work in the Republic of Ireland.

3.2.3 Ensuring appropriate measures are in place to protect and control the output of the check, and associated candidate data, aligned to the intended purpose and all relevant data protection legislation and regulations.

4. BANK VERIFICATION CHECKS

4.1 Rightcheck utilises the services of a third-party supplier to support the undertaking of bank verification checks.

4.2 The Subscriber accepts responsibility for the following:

4.2.1 Ensuring candidates at the start of the Subscriber's recruitment process are aware of their need, purpose and approach to undertaking a bank verification check.

4.2.2 Implementing a written policy specifying the process and criteria used by the Subscriber for the purposes of verifying a candidate's bank details.

4.2.3 Ensuring appropriate measures are in place to protect and control the output of the check, and associated candidate data, aligned to the intended purpose and all relevant data protection legislation and regulations.

5. PROOF OF ADDRESS CHECKS

5.1 Rightcheck utilises the services of a third-party supplier to support the undertaking of a candidate's address check.

5.2 The Subscriber accepts responsibility for the following:

5.2.1 Ensuring candidates at the start of the Subscriber's recruitment process are aware of their need, purpose and approach to undertaking an address check.

5.2.2 Implementing a written policy specifying the process and criteria used by the Subscriber for the purposes of verifying a candidate's address.

5.2.3 Ensuring appropriate measures are in place to protect and control the output of the check, and associated candidate data, aligned to the intended purpose and all relevant data protection legislation and regulations.