



Head Light Ltd, The Courtyard, High St, Ascot, SL5 7HP. Company No: 05087004

TERMS FOR Talent Cloud® <Module Name> - SOFTWARE AS A SERVICE

Agreement between:

**Head Light Ltd ("The Company") &
("The Customer")**

Date of Agreement – as signed, or as deemed in operation.

TERM: 24 + 12 months.

Head Light provides a service ("Services") to deliver the functionality provided by the software over the internet to support human resources processes such as development, assessment & selection. Users are directed to a web site, hosted by Head Light on behalf of Customers, where they are presented with the on-line application(s) known as Talent Cloud® (the "Software" licensed to the customer within this Agreement) to perform user-defined talent management processes ("the Purpose"). The functionality of Talent Cloud® <Module Name> is described in the Service Definition Document.

The following are the terms and conditions for use of the Services and the Software. By signing the contract below, or by making use of the Services, you accept these terms and conditions.

References to this Agreement means this Agreement as modified or amended from time to time and shall also include any schedules and appendices (as so modified or amended).

References to the termination of this Agreement shall include such termination howsoever caused or arising whether or not in breach of contract.

References to the singular shall include the plural and vice versa.

References to clauses and schedules are, respectively, to clauses or sub-clauses in, and to schedules to this Agreement.

Except where reference is expressly made to a paragraph of another schedule, within any schedule to this Agreement references to paragraphs are to paragraphs and sub-paragraphs in that schedule.

Headings are inserted for convenience only and no account shall be taken of headings in construing this Agreement

1. Acknowledgements.

Subject in each case to the terms listed in the remainder of this Agreement, you hereby acknowledge and agree that:

- The Software is licensed for use to provide Services as specified under this Agreement.
- The Services may only be used for lawful purposes.
- A user ("User") is any entry in the user database of the Software, excluding Administrators.
- The On-Boarding process is considered complete and the Services become billable ("Live") as soon as a User is able to access the site.
- The Services will be subject to implementation and service fees ("Service Fees") based on the Pricing schedule.
- The Company reserves the right to modify the Service Fees though always subject to the Customer's rights under Section 6, Termination.
- Services provided under this contract are limited to the Purpose for and on behalf of employees of the Customer and no other party.

2. Security

2.1 You acknowledge and agree that the Services incorporates a user name and password mechanism to prevent Users, welcome or otherwise, from using the Services and that degree of security is sufficient for your purposes. You agree that the acts and consequences of making the Services known, including, but not limited to information such as web site address, user names or passwords, rests with you.

2.2 You are responsible for maintaining any security of any data provided to you (such as reports) by the Services.

2.3 Information gathered and analysed by the Services is stored within the Software in such a way as not to be accessible to those not permitted access through normal usage. The Services are not guaranteed to be able to withstand an 'Advanced Persistent Threat'

(https://en.wikipedia.org/wiki/Advanced_persistent_threat) and Services may be suspended by the Company, without liability to Clause 7.5, should the Company determine it is in the best interests of the Customer.

2.4 It is agreed that if any information stored by the Software enters the public domain by any means other than through the negligence of Head Light, its employees, agents or sub-contractors, that Head Light is not in breach of any confidentiality or non-disclosure Agreements that may be in place at the time of contract or disclosure.

2.5 Any data to be passed to or from The Company to The Customer and vice versa that contains Personal Information will be via the on-line Helpdesk system provided by The Company. The Customer covenants that it will not send Personal Information to The Company via e-mail.

3. Payment

3.1 The Customer will be required to submit payment for Service Fees annually in advance, on thirty (30) days terms.

3.2 Pursuant to Clause 3.1, if for any reason the Customer does not pay an invoice which is non-disputed; your account may be disabled and or Services suspended without liability, until payment is received.

3.3 Amounts paid or pre-paid for the Services or Consulting Services are not refundable. All fees are in addition to VAT where applicable. Value Added Tax where applicable will be shown separately as a strictly net extra.

3.4 Payment must be made via Electronic Bank Transfer to the account detailed below. Euro & Dollar account and international transfer details are available on request and may incur additional fees.

Account: Head Light Ltd
Bank Details: LloydsTSB
32 Commercial Way
Woking, SURREY, GU21 1ER
Sort Code: 30-99-80
A/C No: 03725107

3.5 Interest and Debt Recovery charges on non-disputed amounts and Pursuant to Clause 3.1 are levied on payments in accordance with current UK Late Commercial Payment legislation.

4. User Management Practices

4.1 You agree that support to Users is to be provided by you in the first instance and not by Head Light. You agree that Head Light has the right to levy a fee to cover any excessive time (as determined by The Company) spent dealing with any User's requests or queries and that Head Light will notify you in advance should this be the case and submit an invoice for such fees in arrears.

4.2 You are responsible for managing all aspects of communications with Users at all stages, including prior to and subsequent to the use of the Services. This includes but is not limited to the assignment and management of User Identification, the publication of details to Users to enable them to use the Service, questions or queries from Users while using the Services and any feedback to Users as to any judgements made by you.

5. Restrictions and Responsibilities

5.1 The Company will not use your User information or User test results for any other purposes than those intended with the Services. Your User information or User test results will not be shared with any other parties unless required by law.

5.2 You will not, directly or indirectly: reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of, or found at or through the Services or any Software, documentation, or data related to the Services; remove any proprietary notices or labels from the Services or any Software, modify, translate, or create derivative works based on the Software; or copy, distribute, pledge, assign, or otherwise transfer or encumber rights to the Services or Software.

5.3 You acknowledge and agree that the brand, Head Light and the names and logos and all related product and service names, design marks and slogans, are the property of The Company. You are not authorized to use any of these in any advertising, publicity or any other commercial manner without the prior written consent of The Company. Your use of the Services confers no title or ownership and is not a sale of any rights in the Services.

5.4 You represent, covenant, and warrant that you will use the Services only in compliance with the Agreement and all other applicable laws (including but not limited to policies and laws related to unfair, direct or indirect discrimination and privacy). You hereby agree to indemnify and hold harmless The Company and its business partners, third-party suppliers and providers, licensors, officers, directors, employees, distributors and agents against any damages, losses, liabilities, settlements, and expenses (including without limitation costs and reasonable attorneys' fees) in

connection with any claim or action that arises from an alleged violation of the foregoing or otherwise arising from or relating to your use of the Services. In addition, you acknowledge and agree that The Company has the right to seek damages when you use the Services for unlawful purposes, in an unlawful manner, and/or in a manner inconsistent with the terms of this Agreement, and that such damages may include, without limitation, direct, indirect, special, incidental, cover, reliance and/or consequential damages.

5.5 The Company:

(a) shall not assign, novate, sub-contract or in any other way dispose of this Agreement or any part of it without your prior consent which shall not be unreasonably withheld; and

(b) may list you as a Customer and indicate which service(s) and/or technology you are making use of, but shall not make any other press announcements or otherwise publicise this Agreement or any part thereof without your prior written consent.

5.6 The Company shall be responsible for the acts and omissions of its sub-contractors as though they are its own.

5.7 The Company acts as a Data Processor and The Customer as a Data Controller. All and any instructions that relate to the processing of user data must be submitted via the Helpdesk.

6. Termination & Expiry

6.1 This Agreement can be terminated at any time by either party, giving at least 3 whole calendar months' notice and by creating a ticket on the Helpdesk as instruction or notification to terminate Services. Service Fees are payable to the end of the contract period, or in the case that The Company terminates, a pro-rata refund of the pre-paid service fees will be made.

6.2 Without prejudice to any other provisions of this Agreement under which either party may be entitled by notice to terminate this Agreement (which shall include termination of the provision of the Services or the provision of all or any other services under this Agreement) either The Company or the Customer may terminate this Agreement at any time forthwith on written notice of at least 30 calendar days:

(a) if the other party commits any material breach of any term of this Agreement and if such breach is capable of being remedied and such breach is not remedied within 21 days after receipt of written notice requiring the same to be remedied;

(b) if the other party:

(i) makes a voluntary arrangement under Part I of the Insolvency Act 1986, or makes or proposes any other composition, scheme or arrangement with (or assignment for the benefit of) its creditors; or

(ii) is the subject of an administration order under Part II of the Insolvency Act 1986; or

(iii) shall enter into administrative receivership; or

(iv) is the subject of a resolution for voluntary winding up otherwise than for the purpose of amalgamation or reconstruction when solvent; or

(v) has a winding-up order made against it; or

(vi) is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986; or

(vii) ceases to exist;

(c) if in relation to the other party there occurs in any jurisdiction any event or process (by whatever name called) equivalent or similar to any event or process mentioned in clause 6.2(b) above.

6.3 The Company will put your data "Beyond Use" (as defined by the Information Commissioner's Office or its successor) within 30 days after the date of termination of Services. You acknowledge that it is your responsibility to extract or download any data that you wish to retain, in advance of the date of termination of Services.

6.4 Termination of this Agreement (or of the provision of any products or services under this Agreement) shall not affect any accrued rights or liabilities of either party or affect the coming into force or the continuance in force of any provision of this Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.

6.5 This contract will automatically renew, under the current terms, for periods of 24 months should it expire without notification by either party to the contrary.

7. On-boarding & Support

7.1 Implementation, Training & Consulting Services

The Company will assign an Implementation Manager. Any additional Consulting Services will be invoiced in advance. Tracking and authorisation to deliver pre-paid Consulting Services is performed via the Helpdesk ticketing system. Any requirement to deliver Consulting Services that will incur travel expenses from the Company's registered address to that of the Customer specified venue will be invoiced at cost and be in line with The Company's Travel Policy.

7.2 Support

a) Direct support is provided to nominated contacts only using credentials provided to The Company during on-boarding so that they are able to raise support calls on an on-line support system provided by The Company. In the first instance the Customer should raise a call via this on-line Helpdesk System using their registered credentials.

b) The Company will provide support to The Customer relating to the Services included this Agreement between the hours of 9.30am and 4.30pm GMT on Monday through Friday (excluding Bank Holidays and other recognised holiday periods in the UK, and nominated training days). It will use its best endeavours to give a response on the intended course of action to a query within one business day of the query being received. During extended holiday periods (such as Christmas and Easter), the Company reserves the right to reduce support coverage at its discretion. Customers will be notified in advance of any such changes.

7.3 Service Platform

The Company will provide the Customer the Software combined with a managed hosted service for the purposes of providing the Services and to comply with any applicable Data Protection regulations. This service platform resides in the UK and data and backups are held within this facility. Rackspace is a sub-processor and provides this managed service platform. Details can be found here:

https://www.rackspace.com/sites/default/files/legal/rackspace_dpa.pdf

Should the Company intend to change this sub-processor, notice of 30 days will be given to the Customer via the Helpdesk. Any objection must be received with 14 days of this notice, stating the specific nature of the objection. This will be reviewed by the then Data Protection Officer.

7.4 Service Platform Maintenance

The Company will notify you of any predicted outage (expected during business hours) providing one week's notice, where possible. The hosting service may deliver the Services to multiple customers at the Company's sole discretion. The Customer accepts that this is a shared facility and that upgrades and patches are applied to the Software and Services for the benefit of all and not to the schedule of any one customer. It is acknowledged that the application of patches and upgrades may impact the availability of the Services whilst they are being carried out. The Company will seek to apply these patches outside business hours wherever possible.

7.5 Service Level Agreement

Head Light expects the system to be available 99% during business hours. This equates to total unplanned service outages not exceeding 19.5 hrs in any one calendar year. Any action, automated or otherwise, taken by the Company or its suppliers that suspends access to the Service due to attempts to compromise its security are excluded from this SLA.

This is calculated as follows:

52 weeks, 5 days per week, 7.5 hrs per day = 1,950 hrs per year, 1% therefore being 19.5 hrs.

Should the total unplanned outage exceed this, then a Service Credit will be offered at a rate of 1% for every 19.5hrs that the service is unavailable. Service Credits are applied as discounts to subsequent Annual Fees for that affected product or products. Should any outage last longer than 3 hrs, we will offer a single 1% Service Credit.

For example, in any one year should service outages equal 25 hrs, then 1% discount would be applied to the next year's fees. If a single service outage lasted 4 hrs, then an additional 1% discount would be applied. Total Service Credits are limited to 25%.

7.6 Outages for Software Upgrades

When new releases of the Software are available, the Company will arrange a forward schedule of dates and times (during business hours) when the upgrade can be applied, and these will be agreed in advance with the Customer. Outage time relating to these upgrades falls outside the Service Level Agreement (7.5).

8. Miscellaneous

8.1 If any provision of the Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

8.2 The Company and you agree that the Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral Agreements, communications, and other understandings relating to the subject matter of the Agreement, and that all waivers and modifications must be in writing signed by both parties, except as otherwise provided herein. No delay or omission by either party in exercising any right or remedy under this Agreement or existing at law or equity shall be considered a waiver of such right or remedy nor shall the exercise of any power or remedy or the enforcement of any right be construed as a waiver of the right to exercise any other power or remedy or to enforce any other right.

8.3 No agency, partnership, joint venture, or employment is created as a result of the Agreement, and you do not have any authority of any kind to bind The Company in any respect whatsoever.

8.4 In any action or proceeding to enforce rights under the Agreement, the prevailing party will be entitled to recover its costs and attorneys' fees.

8.5 Any notice given by either party to the other for the purposes of this Agreement shall be sufficiently given if sent by email (email must be acknowledged by the Company and acknowledgement shall not be unreasonably withheld) to that party (in the case of a company), or via the Helpdesk. Any notice sent by e-mail shall be sufficiently given if sent to e-mail address provided for the purposes of this clause and that e-mail is acknowledged by the intended recipient of that e-mail or any other person of appropriate standing within the Company.

8.6 This Agreement and any documents referred to in it constitute that whole Agreement between the parties with respect to the subject matter of this Agreement and shall be deemed to have effect in substitution for all previous Agreements and arrangements between the parties with respect to such subject matter (whether or not reduced to writing) all of which shall be deemed to have been terminated by mutual consent. Each of the parties acknowledges that it is not relying on any warranty, representation or undertaking by the other party or any of its officers, servant or agents other than as contained in this Agreement.

8.7 No variation or amendment of this Agreement shall be effective unless it is in writing, signed on behalf of The Company and the Customer.

8.8 Save as expressly provided to the contrary, the provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

8.9 This Agreement shall be governed by the laws of England and Wales and, for the benefit of The Company, the Customer hereby irrevocably agrees to submit to the jurisdiction of the English courts in relation to any dispute with respect to the subject matter or construction of this Agreement but without prejudice to the right of The Company to institute or enforce proceedings in any other court or tribunal having jurisdiction.

9. Warranty Disclaimer; Remedies

USE OF THE SERVICES AND ANY RELIANCE BY YOU UPON THE SERVICES, INCLUDING ANY ACTION TAKEN BY YOU BECAUSE OF SUCH USE OR RELIANCE, IS AT YOUR SOLE RISK. THE COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. THE SERVICES ARE PROVIDED "AS IS" AND THE COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

Your sole and exclusive remedy for any failure or non-performance of the Services shall be for The Company to use commercially reasonable efforts to adjust or repair the Services.

10. Limitation of Liability

10.1 Subject to clause 10.2, the liability of The Company for negligence or breach of contract (including, for the avoidance of doubt, in respect of any claim which may arise under any schedules to this Agreement) in respect of each event or series of connected events shall be limited as follows:

- (a) liability for physical damage to tangible property shall be limited to £1,000,000;
- (b) subject to clauses 10.1(c) to 10.1(e), liability for all other loss or damage shall be limited to £1,000,000;
- (c) The Company does not accept liability or responsibility for: any loss or damage arising out of any failure by the Customer to keep full and up-to-date security copies of any computer programs and data it uses in accordance with best computer practice; or

(d) in no event will The Company be liable for any damages for loss of profits or loss of contracts or for any special, indirect, incidental or consequential loss or damage (whether arising from negligence or breach of contract); and

(e) The Company shall not be liable for any failure to fulfil its obligations under this Agreement to the extent that such failure results from any event or circumstance beyond its reasonable control including (without limitation) war, insurrection, civil commotion, riot, act of national or local government, perils of the sea or air, weather (including earthquake, drought or flood), fire, explosion, sabotage or embargo.

10.2 Notwithstanding clause 10.1 The Company does not in any way seek to exclude or limit any liability in respect of death or personal injury caused by its negligence or the negligence of its employees, servants, agents, consultants, professional advisors, sub-contractors and suppliers.

10.3 Save as expressly provided by this Agreement all conditions, warranties, terms and undertakings express and implied, statutory or otherwise in relation to the provision of the Services pursuant to this Agreement are excluded.

11. Data Protection

11.1 In this clause 11.1:

(a) "Data Protection Legislation" means

(i) the Data Protection Act 2018 ("DPA"), the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Data Protection (Processing of Sensitive Personal Data) Order 2000, the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003;

(ii) all applicable laws and regulations (whether statutory or non-statutory) or any amendments and re-enactments thereof relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner; and

(b) "Personal Data" means all personal data and sensitive personal data provided or disclosed by the Customer to The Company in connection with this Agreement and, for the purposes of this Agreement, personal data and sensitive personal data shall have the meaning given to it by the Data Protection Act 2018.

c) With the exception of the following items that must be processed by the Company as Data Processor:

- i) First Name
- ii) Family Name
- iii) e-mail address

any other data items that relate to Data Subjects of or on behalf of the Data Controller, are determined by the Data Controller to be processed by the Data Processor in order for the Data Processor to fulfil its obligations under this contract.

11.2 The Company shall (and shall procure that any of its employees, servants, agents, consultants, professional advisors, sub-contractors and suppliers involved in the provision of the Services shall) comply with any notification requirements under the Data Protection Legislation and both The Company and the Customer will duly observe all their obligations under the Data Protection Legislation which arise in connection with this Agreement. The Company shall in particular cooperate with the Customer in fulfilling its obligations under the Data Protection Legislation. All employees, contractors, agents, consultants, partners or other parties working on behalf of the Company are made fully aware of both their individual responsibilities and the Company's responsibilities under the Act and shall be furnished with a copy of the Data Protection Policy. Each must sign a 'Security Aspects' Register to acknowledge receipt and understanding of this Policy. All employees, contractors, agents, consultants, partners or other parties working on behalf of the Company handling personal data will be bound to do so in accordance with the principles of the Act and this Policy by contract. Failure by any employee to comply with the principles or this Policy shall constitute a disciplinary offence. Failure by any contractor, agent, consultant, partner or other party to comply with the principles or this Policy shall constitute a breach of contract. In all cases, failure to comply with the principles or this Policy may also constitute a criminal offence under the Act.

11.3 The Company shall (and shall procure that any of its employees, servants, agents, consultants, professional advisors, sub-contractors and suppliers involved in the provision of the Services shall) only undertake processing of Personal Data:

- (a) reasonably required in connection with the performance of its obligations under this Agreement; and
- (b) in accordance with the Customer's written instructions.

11.4 Notwithstanding the general obligation in clause 11.2, where The Company (or its employees, servants, agents, consultants, professional advisors, sub-contractors and suppliers) is processing (as defined by the Data Protection Legislation) Personal Data as a data processor (as defined by the Data Protection Legislation) for the Customer, The Company shall ensure that appropriate technical and organisational measures are in place to ensure the security of the Personal Data (and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data), as required under the Data Protection Legislation including, but not limited to, the Seventh Data Protection Principle in Schedule 1 to the DPA; and

(a) provide the Customer with such information as the Customer may reasonably require to satisfy itself that The Company (and its employees, servants, agents, consultants, professional advisors, sub-contractors and suppliers) is complying with its obligations under the Data Protection Legislation;

(b) promptly notify the Customer of any breach of personal data which affects the Customer or its Users or Participants and any breach of the security measures required to be put in place pursuant to this clause 11.4 and cooperate with the Customer in fulfilling its obligations in relation to data breaches ; and

(c) ensure that it does not knowingly or negligently do or omit to do anything which places the Customer in breach of the Customer's obligations under the Data Protection Legislation.

11.7 Upon expiry or termination of this Agreement for any reason The Company shall (and shall procure that its employees, servants, agents, consultants, professional advisors, sub-contractors and suppliers shall) immediately return, or at the Customer's option, delete any Personal Data held by it (or its employees, servants, agents, consultants, professional advisors, sub-contractors and suppliers) in accordance with clause 6.3 and in default of compliance with this clause 11.7 the Customer may recover possession thereof and The Company grants licence to the Customer or its appointed agents to enter (for the purposes of such recovery) any premises of The Company (or its employees, servants, agents, consultants, professional advisors, sub-contractors and suppliers) where any such items may be held.

11.8 The provisions of this clause 11 shall apply during the continuance of this Agreement and for a period of one year after its expiry or termination.

11.9 The Service provides a page that contains a Privacy Policy in plain language with the intention that users understand how their data is being stored and processed and how to exercise

their rights as Data Subjects. This Privacy Policy is not Customer specific and is repeated in Appendix B.

12. Discrimination

12.1 The Company shall not unlawfully victimise, harass or discriminate against any persons employed by it to perform the Agreement (including, but not limited to, its servants, agents, consultants, professional advisors, sub-contractors and suppliers) (together “the Staff”) or employee of the Customer or any applicant for employment with either party to this Agreement either directly or indirectly on such grounds as race, colour, ethnic or national origin, disability, sex or sexual orientation, religion or belief, age, or part-time status and without prejudice to the generality of the foregoing The Company shall not unlawfully discriminate within the meaning and scope of the Race Relations Act 1976, the Sex Discrimination Act 1975, the Equal Pay Acts 1970 and 1983, the Disability Discrimination Act 1995, the Employment Equality (Sexual Orientation) Regulations 2003, the Employment Equality (Religion or Belief) Regulations 2003, the Employment Equality (Age) Regulations 2006, the Human Rights Act 1998 or other relevant legislation (together “the Acts”), or any statutory modification or re-enactment thereof.

12.2 The Company undertakes that it will not, and will procure that its Staff employed in the execution of the Agreement will not breach or cause the Customer to breach any of the Acts, or any statutory modification or re-enactment thereof.

12.3 The Company further undertakes that it will endeavour to ensure that no damage to the Customer’s reputation will occur as a result of any failure by The Company to comply with its obligations under this clause 12. If any such failure by The Company results, or is likely to result, in material adverse reputational damage to the Customer, the Customer may terminate this Agreement with immediate effect.

12.4 When in connection with this Agreement The Company and/or its Staff are required to carry out work on the Customer’s premises or alongside the Customer’s employees, servants, agents, suppliers and/or sub-contractors on the Customer’s premises, The Company shall (and shall procure that its Staff shall) comply with the Customer’s own employment policy and codes of practice relating to discrimination and equal opportunities.

12.5 The Company shall notify the Customer forthwith in writing as soon as it becomes aware of any investigation of or proceedings brought against it or its Staff under the Acts.

In witness whereof, the parties hereto, each acting under due and proper authority, have executed this Agreement as of the date first above mentioned.

Signature page follows

	For and on behalf of The Company:	For and on behalf of The Customer:
Signature		
Name	IAN LEE-EMERY	
Title	DIRECTOR	
Date		

Appendix A – Product Description of <Module Name>

Appendix B – Service Privacy Policy

The following page appears following a link from the login page of the web site that is providing the Service. The following text is correct at the time of contract but may be updated subsequently. Any updates will be applied at upgrade or on-demand and the Helpdesk will contain any notification of any update.

Privacy Policy

Last Modified: September 10th 2025

This Privacy Policy applies to our Subscription Service (the Subscription Service) owned and controlled by Head Light Ltd. This Privacy Policy governs our data collection, processing and usage practices. By using the Subscription Service, you consent to the data practices described in this Privacy Policy. If you do not agree with the data practices described in this Privacy Policy, you should not use the Subscription Service and contact your 'Data Controller'.

Important Information

1.1. Changes to this Privacy Policy

We may update this Privacy Policy from time to time. If you subscribe to our Subscription Service, the notice will be delivered via our Release Notice mechanism.

1.2. Contact Us

If you have any questions about this Privacy Policy or our treatment of the information you provide us, contact your 'Data Controller'.

2. Use of the Subscription Service by our Customers ('Data Controllers')

2.1. The Subscription Service

Our online Subscription Service allows any company that acts as a 'Data Controller' (our customers and/or Head Light itself) to conduct human resources associated processes which may include the gathering of their contact information and other demographic information. This information, which is stored and managed on our service providers' servers, is then used by the Data Controller.

Our customers configure the Subscription Service to require specific items of personal information to satisfy internal requirements such as reporting and analytics. Head Light Ltd does not control this configuration. That information belongs to them and is used, disclosed and protected by them according to their privacy policies and is not subject to this Privacy Policy. Head Light Ltd, acting as a 'Data Processor' processes our customers' information as they direct and in accordance with our agreements with our customers, and we store it on our service providers' servers, but we do not have control over its collection or management. Our agreements with our customers prohibit us from using that information, except as necessary to provide and improve the Subscription Service, as permitted by this Privacy Policy, and as required by law. We have no direct relationship with individuals who provide Personal Information to our customers. Head Light Ltd acknowledges that you have the right to access your Personal Information and that right is exercised via your Data Controller. Our customers control and are responsible for correcting, deleting or updating information they have collected from you using the Subscription Service. If we are requested to remove data we will respond within a reasonable timeframe. We may work with our customers to help them provide notice to their visitors about their data collection, processing and usage. We are not responsible for our customers' use of information they collect on the Subscription Service.

Head Light collects information under the direction of its customers, and has no direct relationship with the individuals whose Personal Information it processes. If you are an employee of one of our customers, or have been contacted indirectly through this Subscription Service by them and

would no longer like to be contacted by that customer that use our Subscription Service, please contact them directly. Transfers of data to any third parties are covered by the service agreements with our customers. Data collected automatically by the software, such as cookies or log data is used to administer and develop the system and to provide technical support to our customers who are using our services.

3. Information We Collect

3.1. When You Visit our Websites

When you login to the Subscription Service, we collect and store Navigational Information. If you log-out, that date and time is also logged. As you use the Subscription Service, we will log other specific activities for audit and tracking purposes, an example being an update. We may not track the actual nature of an update.

3.3. "Personal Information"

This refers to any information that you voluntarily submit to us and that identifies you personally, including contact information, such as your name, email address, company name, address, phone number, and other information about yourself. Personal Information can also include opinions of other people in the form of ratings or comments, your performance in role and so on. The specification of the Personal Information gathered is determined by the Data Controller and not by Head Light Ltd. Head Light Ltd make no use of this Personal Information other than to process it in accordance with instructions from the Data Controller, either explicitly in writing or through the actions of the Subscription Service, see below.

3.4. "Navigational Information"

This refers to information about your computer and your visits to this website such as your IP address, browser type, date and time. Please see the "Navigation Information" section below.

3.5. Deletion

When instructed to delete your Personal Information in accordance with our agreements, your Personal Information is 'put beyond use', as defined by the Information Commissioner's Office – linked here, before being physically destroyed at a later date.

4. How We Use Information We Collect

4.1. Compliance with Our Privacy Policy

We use the information we collect only in compliance with this Privacy Policy. Customers who subscribe to our Subscription Services are obligated through our agreements with them to comply with this Privacy Policy.

4.2. We Never Sell Personal Information

We will never sell your Personal Information to any third party.

4.3. Use of Personal Information

We use the information collected through our Subscription Service by our customers for the following purposes: (a) to provide the Subscription Service (which may include the detection, prevention and resolution of security and technical issues); (b) to respond to customer support requests; and (c) otherwise to fulfil the obligations under the contract between Customer and Head Light.

4.4. Use of Navigational Information

We use Navigational Information to operate the Subscription Service. Session cookies (which are removed once your session expires or your browser closes) are used to maintain information about your location within the site. No personal data is stored in the cookie.

4.5. Security of your Personal Information

We use a variety of security technologies and procedures to help protect your Personal Information from unauthorised access, use or disclosure. We secure the Personal Information you provide on computer servers in a controlled, secure environment, protected from unauthorised access, use or disclosure. All information is held encrypted at rest, within backups and when transmitted between the servers and the user's browser.

4.6. External Websites

The Subscription Service may be configured with links to other websites. We do not control, and are not responsible for, the content or practices of these other websites. Our provision of such links does not constitute our endorsement of these other websites, their content, their owners, or their practices. This Privacy Policy does not apply to these other websites, which are subject to any privacy and other policies they may have. It is the responsibility of our customers (as Data Controllers) to carry out risk assessments relating to the use of optional AI tools in our Subscription Service. We work with customers to ensure they meet data processing legislation in this regard.

4.7. Retention of Personal Information

Your Data Controller determines the retention period of the data we hold about you, or as specified in our agreement with the Data Controller, or as needed to comply with our legal obligations, resolve disputes and enforce our agreements. On expiry of our agreements with our customer the Data Controller, our legal obligations or as instructed by our Data Controller, and then we securely delete the information from the Subscription Service. We will delete this information from the servers at an earlier date if you so request, as described in "Opting Out and Unsubscribing" below. After termination, we may, unless legally prohibited, delete all customer information, including your Personal Information, from the Subscription Service.

4.8. International Transfer of Information

As Head Light operates as a SaaS delivery model we operate as the Data Processors for our customers who act as the Data Controller. As such, responsibilities relating to the international transfer of information lie with the Data Controller. We will not transfer data outside the UK, or the EU, unless instructed to by the Data Controller.

4.9. Compelled Disclosure

We reserve the right to use or disclose your Personal Information if required by law or if we reasonably believe that use or disclosure is necessary to protect our rights, protect your safety or the safety of others, investigate fraud, or comply with a law, court order, or legal process.

5. Navigational Information

5.1. Cookies

A cookie is a text file that is placed on your hard disk by a Web server. Cookies are not used to run programs or deliver viruses to your computer. Cookies are uniquely assigned to you, and can only be read by a Web server in the domain that issued the cookie to you. You have the ability to accept or decline cookies. Most Web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. If you choose to decline cookies, you will not be able to use our Subscription Service.

Our subscription service uses session cookies which are used to enable a person to login and use the Talent system. These are classified as being strictly necessary for the service to function. If you disable the use of cookies in your browser the service will not operate as expected. When you close the browser, the cookies session ends.

The cookies in use are as follows:

- .ASPNet-Application - when a person is logged into the system
- Anti forgery token - which is a check to see if the user is human rather than robot
- ASP.NET-SessionID - which is a browser session ID

5.2. Single Sign-On

You can log in to our site using a Single Sign-on (SSO) service, if that has been configured by your Data Controller to be a part of this Subscription Service. This service will authenticate your identity so that you do not need an additional set of identifiers such as email address or password.

6. Opting Out and Unsubscribing

6.1. Reviewing, Correcting and Removing Your Personal Information

You should contact your Data Controller for details of the Personal Information held by the Subscription Service. Depending on the configuration of the Subscription Service determined by the Data Controller, you may or may not have direct access to all information held about you.

6.2. To Unsubscribe from Our Customers' Communications

Our customers instruct the Subscription Service to send emails to users based on either pre-determined workflows or on demand through the software itself. They are solely responsible for these communications, their frequency and their contents; we cannot unsubscribe you from their communications. You should contact your Data Controller directly should you wish to stop receiving emails.