
TERMS OF USE/SALE OF ONLINE SERVICE ZYNDSELECT (B2B)

BACKGROUND:

- (A) These Terms of Use/Sale set out the terms and conditions on which Paid Content, accessed via Paid Fees, is sold by Us to business clients through this website, www.zyndplatform.com (“Our Site”).
- (B) Terms and information that are specific to accessing sessions of Paid Content presented by Zynd Limited via Our Site using the ZyndSelect product are set out in the attachment below, for ease of reference, but they will have the same effect as if set out in these Terms of Sale.
- (C) Before You can purchase any Paid Content, You will first have to set up an Account. You will not be able to open an Account or access Paid Content through Our Site unless, as part of the process of setting up an Account, You first accept and agree to comply with and be bound by these Terms of Sale and the attachment.
- (D) These Terms of Sale, as well as any and all Contracts, are in the English language only.
- (E) These Terms of Sale apply only to the sale of Paid Content; the terms governing use of Our Site are separate and are set out on our Site under the heading “Website Terms of Use”.

1. Definitions and Interpretation

In these Terms of Sale, unless the context otherwise requires, the following expressions have the following meanings:

“Account”	means the account, referred to in sub-Clause 7.1, that You must set up with Us in order to purchase any Paid Content;
“Background Items”	means general resources (background and other information or material) relevant to the service, advice, guidance, or information to be provided to You, all of which resources are downloadable or viewable as text/graphics;
“Contract”	means a contract between Us and You for the purchase of Paid Content for You to access any Paid Content, as explained in Clause 7;
“Data Protection Legislation”	means all applicable legislation in force from time to time in the United Kingdom applicable to data protection and privacy including, but not limited to, the UK GDPR (the retained EU law version of the General Data Protection Regulation ((EU) 2016/679), 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 Data Protection Act 2018 (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 as amended;

“Paid Content”	means any candidate connection directly or via a job application of sharing, advice, guidance, or information, or any materials or other information related thereto, which We offer, comprised of any content (including text, graphics, images, audio, video and other content) sold by Us through Our Site and made available by Us via Our Site.
“Paid Fees”	means a fee to Our Site purchased by You which provides You with access to Paid Content which comprises: (a) one or more candidates or Member information; (b) any Background Items.
“We/Us/Our”	means Zynd Limited a company registered in England under company number 14591062, whose registered address is Brookfield Court Selby Road, Garforth, Leeds, West Yorkshire, United Kingdom, LS25 1NB and
“You”	means the business client which sets up an Account and uses content or purchases Paid Content. and accesses and uses any Paid Content.

2. Information About Us

2.1 Our Site, www.zyndplatform.com, is owned and operated by Zynd Limited, VAT number GB 432340337.

3. Contacting Us

3.1 If You wish to contact Us with general questions, You may contact Us by email at enquiries@zynd.co.uk.

3.2 To make a complaint, see Clause 15.

4. Access to and Use of Our Site

4.1 Access to Our Site is free of charge.

4.2 It is Your responsibility to make any and all arrangements necessary in order to access Our Site.

4.3 Access to Our Site is provided “as is” and on an “as available” basis. We may alter, suspend or discontinue Our Site (or any part of it) at any time and without notice. We will not be liable to You in any way if Our Site (or any part of it) is unavailable at any time and for any period.

5. Business Clients/Employers

5.1 These Terms of Sale/Use and the attachment apply to business clients only. These Terms of Sale/Use do not apply to individual Members.

5.2 These Terms of Sale constitute the entire agreement between Us and You with respect to Your purchase of Paid Content from Us. You acknowledge that You have not relied upon any statement, representation, warranty, assurance, or promise made by or on behalf of Us that is not set out in these Terms of Sale/Use and that You shall have no claim for innocent or negligent misrepresentation or negligent misstatement based upon any statement herein.

6. Paid Content, Pricing and Availability

- 6.1 We may from time to time change Our prices. Changes in price will not affect any Paid Fee that You have already purchased but will apply to any subsequent renewal or new Fees. We will inform You of any change in price at least 3 months before the change is due to take effect. If You do not agree to such a change, You may cancel the Contract as described in sub-Clause 12.1.
- 6.2 Minor changes may, from time to time, be made to certain Paid Content, for example, to reflect changes in relevant laws and regulatory requirements, or to address technical or security issues. These changes will not alter the main characteristics of the Paid Content and should not normally affect Your use of that Paid Content. However, if any change is made that would affect Your use of the Paid Content, suitable information will be provided to You.
- 6.3 In some cases, as described in the relevant content descriptions, We may also make more significant changes to the Paid Content. If We do so, We will inform You at least 30 days before the changes are due to take effect. If You do not agree to the changes, You may cancel the Contract as described in sub-Clause 12.1.
- 6.4 Where any updates are made to Paid Content, that Paid Content will continue to match Our description of it as provided to You before You purchased Your Paid Fee for access to the Paid Content. Please note that this does not prevent Us from enhancing the Paid Content, thereby going beyond the original description.
- 6.5 We make all reasonable efforts to ensure that all prices shown on Our Site are correct at the time of going online. All pricing information is reviewed and updated every 12 months. Changes in price will not affect any order for Paid Content that You have already placed (please note sub-Clause 6.9 regarding VAT, however).
- 6.6 All prices are checked by Us before We accept Your order. In the unlikely event that We have shown incorrect pricing information, We will contact You in writing to inform You of the mistake. If the correct price is lower than that shown when You made Your order, We will simply charge You the lower amount and continue processing Your order. If the correct price is higher, We will give You the option to purchase Paid Content at the correct price or to cancel Your order (or the affected part of it). We will not proceed with processing Your order in this case until You respond. If We do not receive a response from You within 30 dys, We will treat Your order as cancelled and notify You of this in writing.
- 6.7 If We discover an error in the price or description of Your Paid Content after Your order is processed, We will inform You immediately and make all reasonable efforts to correct the error. You may, however, have the right to cancel the Contract if this happens. If We inform You of such an error and You do wish to cancel the Contract, please refer to sub-Clause 12.4.
- 6.8 If the price of Paid Content that You have ordered changes between Your order being placed and Us processing that order and taking payment, You will be charged the price shown on Our Site at the time of placing Your order. Subsequent Paid Fees will be charged at the new price.
- 6.9 Prices on Our Site are shown both exclusive and inclusive of VAT. If the VAT rate changes between Your order being placed and Us taking payment, the amount of VAT payable will be automatically adjusted when taking payment.

7. Orders – How Contracts Are Formed

- 7.1 Our Site will guide You through the process of setting up an Account and purchasing Paid Content. (Please also see the attachment below as to setting up an Account.) Before completing Your purchase of Paid Content, You will be given the opportunity to review Your order for the Paid Content and amend it. Please ensure that You have checked Your order carefully before submitting it.
- 7.2 If, during the order process, You provide Us with incorrect or incomplete information (including any incorrect or incomplete information about You or the type of Paid Content that You require) please contact Us as soon as possible. If We are unable to process Your order due to incorrect or incomplete information, We will contact You to ask to correct it. If You do not give Us the accurate or complete information within a reasonable time of Our request, We will cancel Your order and treat the Contract as being at an end. We will not be responsible for any delay in the availability of Paid Content that results from You providing incorrect or incomplete information.
- 7.3 No part of Our Site constitutes a contractual offer capable of acceptance. Your order to purchase Paid Content constitutes a contractual offer that We may, at Our sole discretion, accept. Our acknowledgement of receipt of Your order does not mean that We have accepted it. Our acceptance is indicated by Us sending You a Confirmation by email. Only once We have sent You a Confirmation will there be a legally binding Contract between Us and You.
- 7.4 Confirmations shall contain the following information:
- 7.4.1 Confirmation of the Paid Content ordered including full details of the main characteristics of the Paid Content available as part of it;
- 7.4.2 Fully itemised pricing for Your Paid Content including, where appropriate, taxes, and other additional charges.
- 7.5 In the unlikely event that We do not accept or cannot fulfil Your order for any reason, We will explain why in writing. No payment will be taken under normal circumstances. If We have taken payment any such sums will be refunded to You.
- 7.6 Any refunds due under this Clause 7 will be issued to You as soon as possible, and in any event within 14 calendar days of the day on which the event triggering the refund occurs.
- 7.7 Refunds under this Clause 7 will be made using the same payment method that You used when purchasing Your Paid Content unless You specifically request that We make a refund using a different method.

8. Payment for Paid Content

- 8.1 Payment for Paid Content must always be made in advance. The online payment method will be charged when We process Your order and send You a Confirmation.
- 8.2 We accept the following methods of payment on Our Site:
- 8.2.1 Visa Debit and Credit Cards;
- 8.2.2 Mastercard Debit and Credit Cards;
- 8.3 If you do not make any payment due to Us on time, We will suspend your access to the Paid Content. For more information, please refer to sub-Clause 8.5. If you do not make payment within 24 hours of Our reminder, We may cancel the Contract. Any outstanding sums due to Us will remain due and

payable.

- 8.4 If you believe that We have charged you an incorrect amount, please contact Us at enquiries@zynd.co.uk as soon as reasonably possible to let us know. You may still be charged for Paid Content while availability is suspended.

9. Provision of Paid Content

- 9.1 We undertake to make available to You on these Terms of Sale the Paid Content for which You subscribe but if You choose not to access or make any permitted use of some or all of that Paid Content or, for any reason not attributable to Us, You are unable to do so, You will not be entitled to any refund.
- 9.2 Paid Content appropriate to Your Paid Fees will be available to You immediately from when We send You a Confirmation, including any renewals, or until the Contract is otherwise ended, on and subject to the following:
- 9.2.1 An item of Paid Content requested will be available when stated in the information that We provide about it before You place Your order, either (a) if it is a livestream item, the time and date when it is scheduled to be available and to start; or (b) if it is a pre-recorded or other non-streamed item, the period within which it is or will be available for access.
- 9.2.2 If an item of Paid Content is a livestream item, We will use reasonable endeavours to make it available and start it at the time it is scheduled to start, but the start may be delayed either by overrun of a previous livestream item available to You and/or others or by other circumstances. We will not be liable for any such delay.
- 9.3 In some limited circumstances, We may need to suspend the provision of Paid Content (in full or in part) for one or more of the following reasons:
- 9.3.1 To fix technical problems or to make necessary minor technical changes as described above in sub-Clause 6.2;
- 9.3.2 To update the Paid Content to comply with relevant changes in the law or other regulatory requirements as described above in sub-Clause 6.2;
- 9.3.3 To make more significant changes to the Paid Content, as described above in sub-Clause 6.3.
- 9.4 If We need to suspend availability of the Paid Content for any of the reasons set out in sub-Clause 9.3, We will inform You in advance of the suspension and explain why it is necessary (unless We need to suspend availability for urgent or emergency reasons such as a dangerous problem with the Paid Content, in which case We will inform You as soon as reasonably possible after suspension). You will be charged while availability is suspended and Your Paid Content will be extended by a period equivalent to the length of the suspension (unless the period of suspension is less than 7 days). If the suspension lasts (or We tell You that it is going to last) for more than 7 days, You may end the Contract as described below in sub-Clause 12.2.
- 9.5 We may suspend provision of the Paid Content as follows if We do not receive payment on time from You. We will inform You of the non-payment on the due date, however if You do not make payment within 7 days of Our notice, We may suspend provision of the Paid Content until We have received all outstanding sums due from You. If We do suspend provision of the Paid Content, We will inform You of the suspension. You will not be charged for any

Paid Content while provision is suspended.

10. Licence

- 10.1 We will own (and retain) all intellectual property rights (at all times throughout the world) in all Paid Content but for Content We will grant You a limited, non-exclusive, non-transferable, non-sublicensable licence for You to access, participate in and use the relevant Paid Content for the purposes of and in the course of Your business, together with the permission[s]] granted under sub-Clause 10.2 and subject to the restrictions contained in subclause 10.3. The licence granted does not give You any rights in Our Paid Content (including any material that We may licence from third parties).
- 10.2 The licence granted under sub-Clause 10.1 includes the following usage permissions: for the purpose of talent tracking, candidate screening and connecting with candidates.
- 10.3 The licence granted under sub-Clause 10.1 is subject to the following usage restrictions:
 - 10.3.1 You may not copy, rent, sell, publish, republish, share, broadcast or otherwise transmit the Paid Content (or any part of it) or make it available to the public except as permitted under the Copyright Designs and Patents Act 1988 (Chapter 3 'Acts Permitted in relation to Copyright Works'); [and]
 - 10.3.2 You may not use any two way livestream facility which is or is part of a Paid Content item or event to communicate or make accessible to any other person accessing or participating in that item or event anything (by voice, text, image or otherwise) except for a query about or contribution to that item or event which is proper having regard to the content of that item or event.
- 10.1 You may cancel Your Account at any time. However, subject to sub-Clause 11.2 and Clause 12, We cannot offer any refunds and You will continue to have access to the Paid Content a period of 30 days whereupon the Contract will end.
- 10.2 If You purchase a Paid Content by mistake please inform Us as soon as possible and do not attempt to access any Paid Content. Provided You have not accessed any Paid Content since the start date (or renewal date, as appropriate) of the Paid Content. We will be able to cancel the Paid Content and issue a full refund. If You have accessed any Paid Content once the Paid Fee has started, We will not be able to offer any refund and You will continue to have access to the Paid Content for the remainder of the 30 day or up until the renewal or expiry date, as applicable.
- 10.3 If You wish to exercise Your right to cancel under this Clause 11, You may contact Us directly to cancel, please use the following details:
 - 10.3.1 Email: enquiries@zynd.co.uk
in each case, providing Us with Your name, address, email address, telephone number.
- 10.4 We may ask You why You have chosen to cancel and may use any answers You provide to improve Our content and services, however please note that You are under no obligation to provide any details if You do not wish to.
- 10.5 Refunds under this Clause 11 will be issued to You as soon as possible, and in any event within 14 calendar days of the day on which You inform Us that You wish to cancel.

- 10.6 Refunds under this Clause 11 will be made using the same payment method that You used when purchasing Your Paid Content unless You specifically request that We make a refund using a different method.

11. Ending the Contract Because of Something We Have Done (or Will Do)

- 11.1 You may end the Contract at any time if We have informed You of a forthcoming change to Your Paid Content or these Terms of Sale that You do not agree to. If the change is set to take effect or apply to You before the end of Your current Paid Content period, We will issue You with a pro-rata refund. If the change will not take effect or apply to You until the expiry of Your current Paid Content, the Contract will end at the end of the Paid Content period and You will continue to have access to the Paid Content until that date.
- 11.2 If We have suspended availability of the Paid Content for more than 7 days, or We have informed You that We are going to suspend availability for more than 7 days, You may end the Contract immediately, as described in sub-Clause 9.4. If You end the Contract for this reason, We will issue You with a pro-rata refund.
- 11.3 If availability of the Paid Content will be significantly delayed because of events outside of Our control, You may end the Contract immediately. See sub-Clause 14.2.6 for more information. If You end the Contract for this reason, We will issue You with a pro-rata refund.
- 11.4 If We inform You of an error in the price or description of Your Paid Content and You wish to end the Contract as a result, You may end it immediately. If You end the Contract for this reason, We will issue You with a pro-rata refund.
- 11.5 You also have a legal right to end the Contract at any time if We are in breach of it. You may also be entitled to a full or partial refund and compensation.
- 11.6 If You wish to exercise Your right to cancel under this Clause 12, You may inform via email below,
- 11.6.1 Email: enquiries@zynd.co.uk;
- in each case, providing Us with Your name, address, email address, telephone number.
- 11.7 We may ask You why You have chosen to cancel and may use any answers You provide to improve Our content and services, however, please note that You are under no obligation to provide any details if You do not wish to.
- 11.8 Refunds under this Clause 12 will be issued to You as soon as possible, and in any event within 14 calendar days of the day on which You inform Us that You wish to cancel.
- 11.9 Refunds under this Clause 12 will be made using the same payment method that You used when purchasing Paid Content unless You specifically request that We make a refund using a different method.

12. Our Liability

- 12.1 Subject to sub-Clause 13.3, We will not be liable to You, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of business, interruption to business, or for any loss of business opportunity, or for any indirect or consequential loss arising out of or in connection with any contract between You and Us.
- 12.2 Subject to sub-Clause 13.3, Our total liability to You for all other losses arising out of or in connection with any contract between You and Us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise,

shall be a pro-rata percentage of the total sums paid by You under the contract in question.

- 12.3 Nothing in these Terms of Sale seeks to limit or exclude Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors), for fraud or fraudulent misrepresentation, or for any other matter in respect of which liability cannot be excluded or restricted by law.

13. Events Outside of Our Control (Force Majeure)

- 13.1 We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other similar or dissimilar event or circumstance that is beyond Our reasonable control.

- 13.2 If any event described under this Clause 14 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms of Sale:

13.2.1 We will inform You as soon as is reasonably possible;

13.2.2 We will take all reasonable steps to minimise the delay;

13.2.3 To the extent that We cannot minimise the delay, Our affected obligations under these Terms of Sale (and therefore the Contract) will be suspended and any time limits that We are bound by will be extended accordingly;

13.2.4 We will inform You when the event outside of Our control is over and provide details of any new dates, times or availability of Paid Content as necessary;

13.2.5 If the event outside of Our control continues for more than 7 days We will cancel the Contract and inform You of the cancellation. Any refunds due to You as a result of that cancellation will be paid to You as soon as is reasonably possible and in any event within 30 days of the date on which the Contract is cancelled and will be made using the same payment method that You used when ordering Your Paid Content unless You specifically request that We make a refund using a different method;

13.2.6 If an event outside of Our control occurs and continues for more than 7 days and You wish to cancel the Contract as a result, please use the following details:

Email: enquiries@zynd.co.uk.

In each case, providing Us with Your name, address, email address, telephone number, and Order Number. Any refunds due to You as a result of such cancellation will be paid to You as soon as is reasonably possible and in any event within 30 days of the date on which the Contract is cancelled and will be made using the same payment method that You used when ordering Your Paid Content unless You specifically request that We make a refund using a different method.

15 Communication and Contact Details

- 15.1 If You wish to contact Us with general questions or complaints, You may contact Us by email at enquiries@zynd.co.uk,
- 15.2 For matters relating the Paid Content please contact Us by email at enquiries@zynd.co.uk.
- 15.3 For matters relating to cancellations, please contact Us by email at enquiries@zynd.co.uk or refer to the relevant Clauses above.

16 Complaints and Feedback

- 16.1.1 We always welcome feedback from Our customers and, whilst We always use all reasonable endeavours to ensure that your experience as a customer of Ours is a positive one, We nevertheless want to hear from you if you have any cause for complaint.
- 16.1.2 All complaints are handled in accordance with Our complaints handling policy and procedure, available from Us by writing to enquiries@zynd.co.uk,
- 16.1.3 If you wish to complain about any aspect of your dealings with Us, please contact Us in the following way:
 - 16.1.3.1.1 By email, addressed to Mr Ray Sherry, CEO, Zynd Limited, ray@zynd.co.uk.

17 How We Use Your Personal Information (Data Protection)

- 17.1 We will only use your personal information as set out in Our Privacy Policy, available below and Cookie Policy also available below.

18 Other Important Terms

- 13.3 18.1 We may transfer (assign) Our obligations and rights under these Terms of Use/Sale (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs, you will be informed by Us in writing. Your rights under these Terms of Use/Sale (and the Contract) will not be affected and Our obligations under these Terms of Use/Sale (and the Contract) will be transferred to the third party who will remain bound by them.
- 13.4 You may not transfer (assign) your obligations and rights under these Terms of Use/Sale (and under the Contract),
- 13.5 The Contract is between you and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms of Use/Sale.
- 13.6 If any of the provisions of these Terms of Use/Sale are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that/those provision(s) shall be deemed severed from the remainder of these Terms of Use/Sale. The remainder of these Terms of Use/Sale shall be valid and enforceable.
- 13.7 No failure or delay by Us in exercising any of Our rights under these Terms of Use/Sale means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms of Use/Sale means that We will waive any subsequent breach of the same or any other provision.
- 13.8 We may revise these Terms of Use/Sale from time to time in response to changes in relevant laws and other regulatory requirements. If We change these Terms of Use/Sale as they relate to your Paid Content, We will give you

reasonable advance notice of the changes and provide details of how to cancel if you are not happy with them (also see sub-Clause 12.1 above).

Law and Jurisdiction

- 19.1 These Terms of Sale, and the relationship between You and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with, English law.
- 19.2 Any disputes concerning these Terms of Sale, or the relationship between You and Us (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England and Wales.

Attachment

1. **ZyndSelect**

We only offer the Services online.

We use technology which allows Us to provide the Services provided that You have the appropriate technology (see below) to receive the Services.

The technology that We will be responsible for providing

We will provide unpaid and Paid Content via www.zyndplatform.com and will pay any necessary fees to maintain that content. It will enable Us to act as “host” and to provide the Services to You over the internet, hosted in the UK only.

To receive or participate in any of the Services via You will need to register for ZyndSelect and You will only need to pay for the Services made available by Paid Content.

We do not provide any PC, laptop, tablet, mobile phone or other hardware (“Device”) or App or other software for use on or with any Devices, nor any internet connection or service or other equipment or facilities necessary to enable You to use the Services.

2. **The technology and other items that You will be responsible for providing**

It will be Your sole responsibility to ensure that You have access to, and familiarity with all necessary technology so that You can receive and participate in the Services

You will need to ensure that You have access to and use the following non-exhaustive list of facilities for this purpose:

- (a) An appropriate functioning Device which is adequately charged;
- (b) Stable, reliable, internet access with adequate speed;
- (c) A location at Your premises with a suitable environment in which to watch, listen, speak where appropriate, make notes, and otherwise to participate as necessary, without the presence of any other person to distract You;
- (d) Where the Device on its own does not provide an adequate microphone and/or loudspeakers for the purpose of the Services, external microphone and/or speakers as reasonably necessary; and

3. **Scope of what We make available to access**

We do not, and cannot, assist You to obtain, set up, maintain, or operate any technology. If You need any assistance or advice about technology, You should seek it from an appropriate third party. We do not, and cannot, give You any advice about what technology is needed or how to use it.

We do not claim to have any expertise or skill in relation to any technology that You need or use for the purpose of receiving the Services. However, We may, if You request it, either before or during any session of the Services, and without charge, offer suggestions in good faith to resolve any problem with that technology that You report, but it will not be in the nature of advice to You. We do not therefore take on any responsibility or accept any liability to You if any such suggestion does not help You to resolve any problem or if by following any such suggestion You experience any other problem, loss or damage to Your Device, Your digital content or any other technology or other thing.

Without in any way limiting anything in Clause 14 of the Terms of Sale, for the purposes of Clause 14, causes beyond Our reasonable control may include any of the following:

- (a) Where You are unable to resolve any technology problem (whether or not You have asked Us for or We have offered any suggestions as to how to resolve the problem); or
- (b) Any slow speed, instability, temporary or other breakdown, unavailability or inadequacy of, or defect in, Your internet service or any other equipment or service (e.g. telecommunications, computing, audio or visual) that You use or rely on; or
- (c) Failure of or defect in the Zynd Platform used by Us or You to make the Services available to You; or
- (d) Lack of an appropriate functioning Device or any failure of or defect in a Device; or
- (e) Your inability to access the Services due to failure of or defects in Our Site etc.

4. Account setup needed

In order to purchase any Paid Content and enable You to receive any Services, You will first need to setup and then maintain an Account with Us. Our Site explains how to set up an Account.

We only offer Paid Content for use in the UK to businesses established in the UK. You may only open an Account with a main business address which is in the UK.

During the process of setting up an Account, You will be required to choose a password and user name. We recommend that You choose a strong password for Your Account.

You will be asked for additional information regarding Your Account, such as Your e-mail address.

5. Your responsibility for Your Account and its security

You must not share Your Account or Your Account details with anyone except You or a member of Your personnel who has Your permission to do so and to receive and use those details on Your behalf. If You believe that Your Account is being used by anyone else, please contact Us immediately. We will not be liable for any unauthorised use of Your Account.

You are fully responsible for maintaining the confidentiality of Your password and account information and for all activities that occur under Your password or Account. You must ensure that You log out from Your Account at the end of each session accessed by You. You must immediately notify Us of any unauthorised use of Your password or Account or any other breach of security relating to Your Account.

You must never use anyone else's Account without prior authorization from Us for the specific occasion in question.

When creating an Account, the information You provide must be accurate and complete. If any of Your information changes at a later date, it is Your responsibility to ensure that Your Account is kept up-to-date.

If You wish to close and delete Your Account, You may do so by contacting Us on email at enquiries@zynd.co.uk.

10. Your Brief to Us

When We plan what We will intend to cover in any consultation session(s) with You, We will work from Your initial outline statement of Your project, plan, problem, circumstances, and nature of Your requirements ("Brief"), and for that purpose We will ask You to give Us such a statement in advance of the first consultation session. The

Brief may be subsequently revised and developed by Us and/or You during the course of conducting any session(s). In addition to changes which You or We choose to make, there may be changes to the Brief that are necessary to comply with laws, standards, codes of conduct or other rules.

11. Our Services

We offer the majority of our Services to You online via www.zyndplatform.com. This includes but is not limited to:

- Registration
- Creating a company digital profile with brand information
- Direct Talent Search
- Creating Job Posts
- A Dashboard for Tracking Candidate Applications
- Pre-screening of Candidates using skills-based matches
- Candidate Comparison
- Shortlisted
- Talent Tracking via Favourites
- Candidate Messaging
- Candidate Connection using Pay to Connect
- Online Payments
- Data Insights and Report
- Additional Users
- Security of Data in motion, at rest and in use.

We also provide HR Consulting through our ZyndConsulting offering which is aimed at helping you get the best from the Zynd Platform and to help you change internal processes to improve talent development, sourcing, pre-screening, processing efficiencies, talent screening/selection and recruitment performance improvements.

12. How We Work with You

Through discussion, explanation, information or advice, Our consultation sessions can cover:

- Examination, clarification and elaboration of the Brief
- Your ideas relating to the Brief
- Reviewing any information in addition to the Brief that You have sent or shared
- Further information that We will need from You
- Other professionals or advisers who We consider will need to be involved
- Other steps to be taken by You to facilitate achieving the Brief
- How to work with Us after the session, whether online or in person

- Next step/s]
- A fee-based proposal for the Brief
- Reporting back to You: After each of Our consultation sessions, We can report back to You by producing a written report for You which We will email to You. It will comprise a preliminary summary of what was covered in the previous session[s] and preliminary suggestions or advice.

Other items materials etc: We may make suggestions as to any other materials, or other items or resources available on or via Our website that We think would be helpful or necessary for You to read or view or acquire to assist in facilitating the Brief.

Where You or We consider it necessary to involve any third party(ies) in any session, either You or We may propose who that person is to be and why they are needed for or relevant to the matter[s] on which You wish to consult Us. We will agree with You in each case whether that person will be physically in attendance with You or Us in order to join in the session, or whether instead they will participate in the session from other premises as an additional party via the web-conferencing platform that We and You use. Unless otherwise agreed with You, there will be no additional charge to You for that person's participation in the session concerned.

13. Result of a consultation

Whilst We will use Our reasonable endeavours to provide appropriate advice and information using reasonable care and skill, the nature of an online consultation means that there are limitations on how far or effectively any Brief can be progressed or advice given in connection with the Brief by that means. The result of any one or more sessions will be different in each case depending on various factors.

We will tell You before, during or after a consultation if and when We will need to see in person either You or any of Your personnel in order to be able to progress any matter. If Our view is that We need to see You or any of Your personnel for that purpose, We will discuss the situation with You and endeavour to arrange an appointment to see You or Your personnel either at Our office or at Your premises. Any such meeting in person at Our office or Your premises, and any work carried out or services provided to You (other than provision under these Terms of Sale of any Paid Content) will be subject to Our standard terms and conditions applicable to in person appointments and to other work and services.

We make no warranty or representation and give no undertaking that:

- (a) any, or any particular, result will be brought about as a result of You taking part in any session(s) or receiving or using any other Paid Content; or
- (b) We will carry out any work or provide any services for You other than or additional to providing Paid Content within Your Paid Fees, save as We may expressly agree under a separate agreement.

14. Attribution

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