

NQ RECRUITMENT LTD – TERMS OF USE & ACCEPTABLE USE POLICY

This document (together with the other documents and policies referred to in it) tells you the terms on which you may access and make use of our website www.nqsolicitors.com (**our site**), whether as a guest or a registered user. Use of our site includes accessing, browsing, or registering to use our site. Please read these terms carefully before you start to use our site, as they will apply to your use of our site. We recommend that you print copies of the relevant documents/policies for future reference.

By using our site you confirm that you accept, and agree to abide by and comply with: (i) the terms of use below; and (ii) all the policies below relating to acceptable use.

www.nqsolicitors.com is a site operated and owned by NQ Recruitment Ltd (**we or us**). We are registered in England and Wales under company number 09829178 and we have our registered office at 25 Southampton Buildings, London, England, WC2A 1AL (which also serves as our main trading address). To contact us, please email info@nqsolicitors.com.

If you do not agree to the terms and policies below, you must not use our site.

OTHER APPLICABLE TERMS

These terms of use refer to the following additional terms, which also apply to your use of our site:

- Our Privacy Policy, which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.
- Our Cookie Policy, which sets out information about the cookies on our site.

If you use the services we make available on our site, our “Website Terms and Conditions of Supply for Candidates” will apply to such use if you are a candidate and our “Website Terms and Conditions of Supply for Businesses” will apply to such use if you are a hirer.

TERMS OF USE

CHANGES TO THESE TERMS AND TO OUR SITE

We may change these terms of use at any time by amending this page, and you should therefore check this page from time to time to take notice of any such changes, as they are binding on you.

We may also update our site, and the content on our site, at any time. However, please note that we are under no obligation to update such content, and it may be out of date at any given time. We do not guarantee that our site or any content thereon will be free from errors or omissions.

ACCESSING OUR SITE

Our site is made available free of charge.

The services available on our site are provided for the sole purpose of individuals seeking employment opportunities and for hirers seeking suitable candidates for vacancies for which they are hiring. You may use, print and download information from the site for these purposes only and for no other personal or commercial purpose. You may not otherwise copy, display, transmit or distribute any material from our site. If you do so or if you perform any other unauthorised processing of material from our side it shall be deemed a material breach of these terms. In the event of such a breach your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

We also: (i) reserve the right to suspend provision of our services to you in circumstances where we reasonably believe that you have performed any unauthorised processing of information; and (ii) may suspend, withdraw or change all or any part of our site without notice, and will not be liable to you if for any reason our site is unavailable at any time for any period. You are responsible for making all arrangements necessary for you to have access to our site, and for ensuring that all persons who access our site through your internet connection are aware of these terms and other applicable terms, and comply with them.

YOUR ACCOUNT AND PASSWORD

If you choose, or you are provided with a user identification code or password when using our site (as part of our security procedures), you must treat such information as confidential and must not disclose it to any third party. You must promptly notify us if you know or suspect that anyone other than you knows your user identification code or password.

We reserve the right to disable your user identification code or password (whether chosen by you or allocated by us) at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms.

INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights in our site and the material available on our site belongs to us. All such rights are reserved. Use of our site does not give you any proprietary rights in any material thereon.

NO RELIANCE ON INFORMATION

The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees (whether express or implied) that the content on our site is accurate, complete or up-to-date.

VIRUSES

We do not guarantee that our site will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform in order to access our site. You should use your own virus protection software.

RULES ABOUT LINKING TO OUR SITE

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our site in any website that is not owned by you. Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

We reserve the right to withdraw linking permission without notice.

The website in which you are linking must comply in all respects with the content standards set out in our Acceptable Use Policy below.

If you wish to link to or make any use of content on our site other than that set out above, please contact info@nqsolicitors.com.

THIRD PARTY LINKS AND RESOURCES ON OUR SITE

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources.

APPLICABLE LAW

Please note that these terms of use, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English Law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

ACCEPTABLE USE POLICY

This acceptable use policy sets out the terms between you and us under which you may access our site. This acceptable use policy applies to all users of, and visitors to, our site.

PROHIBITED USES

You may use our site only for lawful purposes. You may not use our site:

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm minors in any way.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards set out below.
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of our site in contravention of the provisions of our terms of website use set out above.
- Not to access without authority, interfere with, damage or disrupt:
 - any part of our site;
 - any equipment or network on which our site is stored;
 - any software used in the provision of our site; or
 - any equipment or network or software owned or used by any third party.

INTERACTIVE SERVICES

We may from time to time provide interactive services on our site, including, without limitation:

- Chat rooms.
- Bulletin boards.
- Blogs.
- Competitions

(interactive services).

Where we do provide any interactive service, we will provide clear information to you about the kind of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical).

We will do our best to assess any possible risks for users (and in particular, for children) from third parties when they use any interactive service provided on our site, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any interactive service we provide on our site, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards, whether the service is moderated or not.

The use of any of our interactive services by a minor is subject to the consent of their parent or guardian. We advise parents who permit their children to use an interactive service that it is important that they communicate with their children about their safety online, as moderation is not foolproof. Minors who are using any interactive service should be made aware of the potential risks to them.

Where we do moderate an interactive service, we will normally provide you with a means of contacting the moderator, should a concern or difficulty arise.

CONTENT STANDARDS

These content standards apply to any and all material which you contribute to our site (**contributions**), and to any interactive services associated with it.

You must comply with the spirit and the letter of the following standards. The standards apply to each part of any contribution as well as to its whole.

Contributions must:

- Be accurate (where they state facts).
- Be genuinely held (where they state opinions).
- Comply with applicable law in the UK and in any country from which they are posted.

Contributions must not:

- Contain any material which is defamatory of any person.
- Contain any material which is obscene, offensive, hateful or inflammatory.
- Promote sexually explicit material.
- Promote violence.

- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any copyright, database right, trade mark or other intellectual property rights of any other person.
- Be likely to deceive any person.
- Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal activity.
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.
- Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
- Give the impression that they emanate from us, if this is not the case.
- Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

SUSPENSION AND TERMINATION

We will determine, in our discretion, whether there has been a breach of this acceptable use policy through your use of our site. When a breach of this policy has occurred, we may take such action as we deem appropriate.

Failure to comply with this acceptable use policy constitutes a material breach of the terms of use upon which you are permitted to use our site, and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use our site.
- Immediate, temporary or permanent removal of any posting or material uploaded by you to our site.
- Issue of a warning to you.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you.

- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

We exclude liability for actions taken in response to breaches of this acceptable use policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

CHANGES TO THE ACCEPTABLE USE POLICY

We may revise this acceptable use policy at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make, as they are legally binding on you. Some of the provisions contained in this acceptable use policy may also be superseded by provisions or notices published elsewhere on our site.