

Terms of Business

These Terms of Business (the "Terms") describe the terms and conditions on which HealthyHR Consultancy Ltd., a United Kingdom company ("HealthyHR Consultancy," "we," "us," or "our") makes its website ("Site") available to Users (as defined below). These Terms apply to all websites, software, and mobile applications owned and operated by us or our affiliates that link to these Terms, and related online and offline services thereto (including our social media pages).

By using or accessing our website or any of the services provided in connection with our business, you confirm your agreement to be bound by these Terms, our Cookies Policy and our Privacy Policy, which are incorporated herein by reference. If you do not agree to these Terms, our Cookies Policy, and the Privacy Policy, please do not use or access the Site. The Terms expressly supersede any prior terms of use between you and us or any of our affiliates or predecessors.

The information provided on the Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Site from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

1. The Site and Users of the Site

Through our Site we offer an innovative community and marketplace for Human Resources. Our services are only available to business entities and individuals who are at least 18 years of age and who can form legally binding contracts under applicable law.

Users of our services are individual or organizational users accessing our services or perusing our websites (collectively, "Users");

2. Location

We control and operate the Site from our facilities in the United Kingdom and, unless otherwise specified, the materials displayed on the Site are presented solely for the purpose of promoting

products and services available in the United Kingdom. We do not represent those materials on the Site are appropriate or available for use in other locations. If you choose to access the Site from other locations, local laws may be applicable.

3. Privacy

Our Privacy Policy describes how we handle the information you provide to us when you use our Site and where such information constitutes personal data under applicable data protection legislation. Please refer to that policy for further details regarding the collection, processing and use of your information.

4. Rules for Using the Site

- a. We cannot guarantee that our Site will operate continuously or without interruptions or be error-free.
- b. You must not attempt to interfere with the proper working of our Site and, in particular, you must not attempt to circumvent security, tamper with, hack into, or otherwise disrupt our Site or any computer system, server, router or any other internet-connected device.
- c. You are responsible for ensuring that your computer system meets all relevant technical specifications necessary to use our Site and is compatible with our Site.
- d. You also understand that we cannot and do not guarantee or warrant that any content on our Site will be free from infection, viruses and/ or other code that has contaminating or destructive properties. You are responsible for implementing sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy your particular requirements for the safety and reliability of data input and output.
- e. From time to time, we may restrict access to certain features or parts of our Site, or our entire Site.
- f. If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these Terms.

- g. We reserve the right, in our discretion, to withdraw, suspend or modify our Site or certain features or parts of our Site with or without notice to you, where we have reason to do so.
- h. There may also be times when our Site or certain features or parts of our Site become unavailable, whether on a scheduled or unscheduled basis. You agree that we will not be liable to you or to any third party for any withdrawal, modification, unavailability, suspension or discontinuance of our Site or any service available on or through our Site.

5. Using our Site

You must use our Site and the information available from our Site responsibly. No such information may be used for or in connection with any unlawful, immoral or anti-social purpose, or in a manner which is or may be damaging to our name or reputation.

You cannot use our Site:

- a. for any unlawful purpose;
- b. to send spam;
- c. to harm, threaten, abuse or harass another person, or in a way that invades someone's privacy or is (in our reasonable opinion) offensive or is unacceptable or damaging to us, our customers or suppliers;
- d. to create, check, confirm, update or amend your own or someone else's databases, records, directories, customer lists, mailing or prospecting lists;
- e. to tamper with, update or change any part of our Site;
- f. in a way that affects how it is run;
- g. in a way that imposes an unreasonable or disproportionately large burden on us or our suppliers' communications and technical systems as determined by us; or
- h. using any automated means to monitor or copy our Site or its content, or to interfere with or attempt to interfere with how our Site works.

6. Protection of Intellectual Property Content

Our Site contains copyrighted material, trademarks, inventions, know-how, potentially patentable business method material, designs (including the look, feel, appearance and graphic function of the Site), design logos, phrases, names, logos, HTML code and/or other computer code and/or scripts (collectively, "Intellectual Property Content"). Unless otherwise indicated

and/or provided pursuant to a third-party licence, our Intellectual Property Content is our sole property, and we retain all rights, interests and title thereto.

You may use the Site and the Intellectual Property Content (including any content and materials included on the Site) for your own personal, non-commercial use, but you may not use it for commercial purposes. You may not modify, copy, reproduce, republish, upload, post, transmit, translate, sell, create derivative works, exploit, or distribute in any manner or medium (including by email or other electronic means) any material from the Site unless explicitly authorised in these Terms. You may not frame or link to the Site without our prior written permission.

The Site contains trademarks, trade names, trade dress, service marks, domain names or other indicia of ownership (collectively the “Marks”) owned or licensed for use by us. Unless otherwise agreed to in writing, you agree that no right, property, licence, permission, or interest of any kind in or to the Marks is or is intended to be given or transferred to or acquired by you pursuant to the execution, performance, or non-performance of the Terms or any part thereof. You shall in no way contest or deny the validity of, our right of title to or licence of use for, the Marks, and you shall not encourage or assist others directly or indirectly to do so, during the lifetime of the Terms and thereafter. You shall not utilise the Marks or any similar marks in any manner that would diminish their value or harm their reputation or goodwill.

You shall not use or register any domain name, trade mark, or service mark that is identical to or similar to any of the Marks.

7. Content Submitted by Users

If you provide any material to our Site (for example, by providing ratings and reviews, comments, articles or uploading any other content in any format (including video) (each “User Content”) you agree to grant us permission, irrevocably and free of charge, to use the User Content (including adapting it for operational or editorial reasons) in any media worldwide, for our own marketing, research and promotional activities and our internal business purposes which may include providing the User Content to selected third party partners, service providers, social media and networking sites.

You own your User Content at all times, and you continue to have the right to use it in any way you choose.

By providing any User Content to our Site you confirm that such User Content:

- a. is your own original work or you are authorised to provide it to our Site and that you have the right to give us permission to use it for the purposes set out in these Terms;
- b. will not contain or promote anything illegal, harmful, misleading, abusive, defamatory (that is, it does not damage someone's good reputation) or anything else that might cause widespread offence or bring us or our business partners into disrepute;
- c. does not take away or affect any other person's privacy rights, contract rights or any other rights;
- d. does not contain any virus or other code that may damage, interfere with or otherwise adversely affect the operation of our Site; and
- e. will not contain any form of mass-mailing or spam.

If you do not want to grant us the permissions set out in this Section 7, please do not provide any material to our Site. We have no obligation to publish your User Content on our Site and we retain the right to remove any User Content at any time and for any reason.

8. Limited Liability

IN NO EVENT SHALL HEALTHYHR CONSULTANCY, ITS PARENTS, SUBSIDIARIES OR OTHER AFFILIATES, OR ANY OF OUR OR THEIR DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, CONSULTANTS, PARTNERS, AGENTS, OR OUR REPRESENTATIVES, CONTENT OR SERVICE PROVIDERS (THE "HEALTHYHR CONSULTANCY PARTIES") BE LIABLE TO YOU OR ANYONE ELSE FOR INDIRECT DAMAGES, LOSS OF PROFITS (DIRECT OR INDIRECT), ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM THE USE OF OR INABILITY TO USE THE SITE, OR FOR ANY DECISION MADE OR ACTION TAKEN BY YOU IN RELIANCE ON INFORMATION CONTAINED ON THE SITE, WHETHER IN AN ACTION FOR BREACH OF WARRANTY OR CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION. THE LIABILITY OF THE HEALTHYHR CONSULTANCY PARTIES (AS DEFINED ABOVE) TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE, IS LIMITED TO THE AMOUNT OF FEES YOU PAY FOR THE SITE GIVING RISE TO LIABILITY OR, IN THE CASE OF A WEBSITE USER, £100.

This Section shall not limit or exclude the HealthyHR Consultancy Parties' liability for: (i) fraud; (ii) fraudulent misrepresentation; or (iii) death or personal injury arising from negligence.

You agree to release the HealthyHR Consultancy Parties from all claims, demands and damages (actual and consequential) of any kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with the content uploaded on the website or connected with the use of personal data that you publish.

9. Suspension or Termination of Access and Remedies

Users may terminate their use of the Site at any time by ceasing to use the Site. Upon terminating their use of the Site, Users who wish for HealthyHR Consultancy to delete their information and associated data may request deletion by emailing HELLO@HEALTHYHR.CO.UK.

We have the right to deny access to, and to suspend or terminate your access to, the Site, or to any features or portions of the Site, and to remove and discard any content or materials you have submitted to the Site, at any time and for any reason (including without limitation for legal or regulatory reasons, if Users unduly use the websites or information stored thereon in an unlawful manner or in a way that harms the assets or rights of third parties). Where reasonably practicable and permissible by law, we will endeavour to give you prior written notice of such suspension or termination.

Actions that may result in the rejection or removal of your participation can include, but are not limited to: any violation of the Terms; your non-payment in full any unpaid fees; your unethical conduct, to be determined at our sole discretion; or any attempt by you to harass, or cause another to harass, or have inappropriate communications with us.

10. Governing Law and Jurisdiction

These Terms and any other terms and conditions applicable to the Site are governed by the laws of England and Wales. HealthyHR Consultancy and you agree to submit to the exclusive jurisdiction of the English and Welsh courts, but if you are a consumer and you live in Scotland, Northern Ireland or the Republic of Ireland, the courts of those jurisdictions shall also have jurisdiction in relation to any dispute about these Terms.

11. Claims of Copyright Infringement

We take claims of copyright infringement seriously and will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on or from the Site infringe your copyright, you may request removal of those materials from the Site by submitting written notification to our email HELLO@HEALTHYHR.CO.UK.

The written notice must include substantially the following:

- a. Identification of the copyrighted work you believe to have been infringed;
- b. Identification of the owner of the copyright work;
- c. Identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material; and
- d. Adequate information by which we can contact you (including your name, postal address, telephone number and, if available, email address).

12. Linked Websites

The Site may contain links to other websites or to third-party sellers of products and services. Such links are provided for your convenience only. You access such links at your own risk. We are not responsible for, and do not endorse, the content of any such sites, or the products and services sold on them. We are not responsible for the availability or accuracy of the content on such sites. When you visit a linked site, you should read the terms of use and privacy policy that govern that particular linked website.

13. General Provisions

Statute of Limitations. You agree that regardless of any law to the contrary (including any relevant statutes of limitation), any claim or cause of action that you may have arising out of or related to the use of the Site, or these Terms, must be filed by you promptly after such claim or cause of action accrued.

Section Headings. The section headings used herein are for convenience only and shall not be given any legal import.

Changes. We retain the right to revise our Terms at any time for any reason including, without limitation, to comply with any applicable law or regulation. It is your responsibility to review these Terms periodically.

No Third-Party Beneficiaries. The Terms are not intended to benefit any third party, and do not create any third-party relationship. Accordingly, the Terms may only be invoked or enforced by you or us.

No Assignment. The Terms are personal to you and you may not assign them to anyone.

No Modification by Trade Usage/Prior Course of Dealing. The Terms may not be modified, supplemented, qualified, or interpreted by any trade usage or prior course of dealing not made a part of the Terms by its express terms.

Failure to Enforce. A failure to enforce at any time any of the provisions of the Terms, to exercise any election or option provided herein, or to require at any time the performance of the other of any of the provisions herein will not in any way be construed as a waiver of such provisions.

Severability. If any provision of the Terms is found to be unlawful, void or for any reason unenforceable, then that provision will be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provisions.

Prevailing Terms. To the extent there is any conflict between these Terms and any other document entered into between you and HealthyHR Consultancy, these Terms shall prevail unless the other document specifically states that it shall prevail.

Entire Agreement. These Terms and any additional terms and conditions that are referenced herein or otherwise may apply to specific areas of the Site, constitute the entire agreement between us and you with respect to the Site.

14. Contact Us

If you have any questions or comments regarding these Terms, you can contact us at HELLO@HEALTHYHR.CO.UK. We will endeavour to respond to any written correspondence without undue delay.