

## Terms of Use

These terms of use, together with any and all other documents referred to herein, set out the terms of use under which you may use:

- our website, [www.ucheck.co.uk](http://www.ucheck.co.uk) ("website")
- and systems, <https://www.hr-platform.co.uk/app> and <https://www.dbsassist.co.uk/ucheck/> ("systems")

Whenever you visit and use our website and/or use our systems, these terms of use will apply. Please read these terms of use carefully and ensure that you understand them. If you do not agree to comply with and be bound by these terms of use, you must stop using our website and/or systems immediately.

Our website and systems are owned and operated by uCheck Limited ("uCheck") ("we", "us" and "our"). uCheck Limited is a limited company registered in England and Wales under company number 07879166 and have registered offices at First Floor, Chiltern House, Sigford Road, Marsh Barton, Exeter, Devon, EX2 8NL. Our VAT number is 130855133.

To contact us, please email [governance@ucheck.co.uk](mailto:governance@ucheck.co.uk) or telephone 0843 178 0818.

### Accessing our website and systems

Access to our website and systems is permitted on a temporary basis, and we reserve the right to withdraw or amend any service we provide on our website and systems without notice (see below). We will not be liable if for any reason our website and/or systems are unavailable at any time or for any period.

From time to time, we may restrict access to some parts of our systems, or the entirety of our systems, to users who have registered with us. We do not guarantee that our systems will be available or have uninterrupted service.

### Keeping your system details safe

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 of use.

If you suspect that anyone knows or is using your user identification code, password or any other piece of information as part of our security procedures, you must notify us promptly at the following email address: [governance@ucheck.co.uk](mailto:governance@ucheck.co.uk)

### When using our website and systems, you must do so only for lawful purposes, and you may not use our website and systems:

- 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 that will cause harm to any person in any way, infringe any copyright, database right or trade mark of any other person, promote any illegal activity, invade another's privacy, or cause annoyance or upset, or to promote or assist in any unlawful act such as (by way of example only) copyright infringement or computer misuse
- 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 send, upload, or in any other way transmit data that contains any form of virus or other malware, or any other code designed to adversely affect computer hardware, software, or data of any kind.

**When using our website and systems, you agree (by such use):**

- Not to reproduce, duplicate, copy or re-sell any part of our websites or systems, in contravention of the provisions of these terms of use.
- Not to access without authority, interfere with, damage or disrupt any part of our website and systems, any equipment or network on which our website and systems are stored, any software used in the provision of our systems or any equipment or network or software owned or used by any third party.

You are responsible for making all arrangements necessary for you to have access to our systems. You are also responsible for ensuring that all persons who access our systems through your internet connection are aware of these terms, and that they comply with them.

We will determine, at our discretion, whether there has been any breach of these terms through your use of our website and/or systems. When such a breach has occurred, we may (without liability) take such action(s) as we reasonably deem appropriate in the circumstances, including (without limitation) immediate, temporary or permanent suspension of your right to access or use our website and/or systems, immediate, temporary or permanent removal of any information uploaded by you to our website and/or systems, issuing a warning to you, taking 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, taking further legal action against you as we reasonably feel is necessary and/or the disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

**Intellectual property rights**

All content included on our website and systems and the copyright and other intellectual property rights subsisting in that content, unless specifically labelled otherwise, belongs to or has been licensed by uCheck. All content is protected by applicable laws of England and Wales and international intellectual property laws and treaties.

You may print off one copy, and may download extracts, of any page(s) from our website for your personal reference and you may draw the attention of others within your organisation to material posted on our website.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

You must not use any part of the materials on our website and systems for commercial purposes without obtaining a licence to do so from us. Our status as the authors of material on our website and systems must always be acknowledged.

If you print more than one copy or download any part of our website and/or systems without a licence you will be in breach of these terms of use, your right to use our website and/or systems will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

**Disclaimers**

Content and materials posted on our website or systems does not constitute advice on which you should rely. It is provided for general information and guidance purposes only. Our guidance should not be considered as a substitute for obtaining legal, professional and/or regulatory advice. We, therefore, disclaim all liability and responsibility arising from any reliance placed on any such commentary or materials by any visitor to our website and/or systems or by anyone who may be informed of any of its contents.

We aim to update our website and systems regularly and may change the content at any time. Insofar as is permitted by law, we make no representation, warranty, or guarantee that our website and systems will meet your requirements.

We make reasonable efforts to ensure that the content on our website and systems is complete, accurate, and up-to-date. We do not, however, make any representations, warranties or guarantees (whether express or implied) that the content is complete, accurate, or up-to-date. If the need arises, we may suspend access to our website and systems, or close our website and systems indefinitely.

### **Limitation of Liability**

To the extent permitted by law, we hereby expressly exclude:

- All conditions, warranties and other terms that might otherwise be implied by statute, common law or the law of equity.
- Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our website and/or systems or in connection with the use, inability to use, or results of the use of our website and/or systems any websites linked to our website and/or systems and any materials posted on the same, including (without limitation) any liability for:
  - loss of income or revenue
  - loss of business
  - loss of profits or contracts
  - loss of anticipated savings
  - loss of data
  - loss of goodwill
  - wasted management or office time
  - for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

### **Information about you and your visits to our website and systems**

We process information about you in accordance with our Privacy Policy. By using our website and systems, you consent to such processing in accordance with our Privacy Policy and you warrant that all data provided by you is accurate.

### **Transactions concluded through our systems**

Contracts are formed through our systems or as a result of visits made by you to our systems for the supply of our online vetting and screening service.

### **Viruses, hacking and other offences**

We exercise reasonable care to ensure that our website and systems are secure and free from viruses and other malware. We do not, however, guarantee that our website and systems will be secure or free from viruses or other malware.

You must not misuse our website or systems by knowingly introducing viruses or other malware, or any other material which is malicious or technologically harmful either to or via our website and systems. You must not attempt to gain unauthorised access to our website, the systems or the server(s) on which our website is stored, or any server, computer or database connected to our website and/or systems.

You must not attack our website or systems via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities, and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our website and systems will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our website or systems or to your downloading of any material posted on them, or on any websites linked to them.

#### **Linking to our website**

You may link to our website 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, but 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 from any websites that are not owned by you.

Our website must not be framed on any other websites, nor may you create a link to any part of our website other than the home page. We reserve the right to withdraw linking permission without notice.

If you wish to make any use of material on our website and systems other than that set out above, please address your request to [governance@ucheck.co.uk](mailto:governance@ucheck.co.uk).

#### **Links from our website and systems**

Where our website and/or systems contain links to other websites and resources provided by third parties, these links are provided for your information only. We have no control over the content of those external sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them.

#### **Jurisdiction and applicable law**

The courts of England and Wales will have jurisdiction over any claim arising from, or related to, any visit to our website and systems, although we retain the right to bring proceedings against you for any breach of these terms of use in your country of residence or any other relevant country. These terms of use shall be governed by and construed in accordance with the law of England & Wales.

#### **Variations - website and systems**

We may revise these terms of use at any time by amending these pages. You are expected to check these pages from time to time to take notice of any changes we make as they are binding on you.

#### **Your concerns**

If you have any concerns about material that appears on our website and/or systems, please contact [governance@ucheck.co.uk](mailto:governance@ucheck.co.uk).

**Approved by:** *George Griffiths*

**Date:** 22/04/2020

**Managing Director**