

Terms of Service

Quick Summary

- Employers may hire Candidates through HiredGrad for Full-Time Roles, and in doing so are charged a fee of 10%+VAT of the Candidate's annual salary. Employers have the option to pay in 2 installments, 5%+VAT at the time of commencement of Engagement and an additional 5%+VAT after thirty (30) days, if the Candidate is still working at the Employer.
- Employers may hire Candidates through HiredGrad for Part-Time Roles, Internships or Contracts and in doing so are charged a flat fee of £250+VAT. If the candidate is hired full time after the internship/contract/part time period, HiredGrad charges 10%+VAT of the first year salary minus £250+VAT already paid by the Employers.
- Both Candidates and Employers are required to notify HiredGrad if either party makes an Employment Offer.
- Recruitment agents are not allowed to use HiredGrad, , unless otherwise agreed with HiredGrad. You're not allowed to use the site on behalf of recruitment agents or pass any information you get from the site on to a third party.
- Children under 16 years old are not allowed to use HiredGrad.
- All information that you post up on the site must be true and accurate to the best of your knowledge, and not in breach of any copyright laws.

- These Terms and Conditions are used in conjunction with our Privacy Policy which can be found at www.hiredgrad.com.

What are these Terms and Conditions?

These Terms and Conditions set out the terms on which we offer the Services through the Website; and you agree to use the Services.

Please review these Terms and Conditions carefully and make sure that you understand them before using the Services. If you do not agree to these Terms and Conditions, you must cease use of the Services immediately.

Definitions

"Candidate" means a user of the Services who is seeking a Role and/or publishes a candidate profile on the Website.

"Employer" means a user of the Services who is looking to fill a Role and/or publishes a request for Candidates or an employer profile on the Website, including any designated representatives, subsidiaries and assigns.

"Employment Offer" means any offer of employment or any agreement of Engagement extended by either Employer or Candidate whether for a fixed or indefinite term.

"Engagement" means the engagement, employment or use of the Candidate by the Employer or any third party on a permanent or temporary basis, whether under a contract of service or for services; under an agency, license, franchise or partnership agreement; or any other engagement; directly or through a limited company of which the Candidate is an officer or employee.

"Introduction" means any communication or contact between an Employer and a

Candidate that has been facilitated by HiredGrad.

"Remuneration" refers to the base salary payable to the Candidate by the Employer for period of the Engagement.

"Role" means an Engagement of the Candidate or any intern, employment or consultancy role with (or on behalf of) the Employer.

"HiredGrad", "hiredgrad.com", "we" and "us" means UWAVE Limited, a private limited company incorporated in United Kingdom with registered number 9258865 and registered address at UWAVE Ltd, Ground Floor, 95 Mortimer Street, London, United Kingdom, W1W 7GB.

"Services" means the provision of the Website, publication of profiles of Candidates and Employers and facilitating Introductions between Candidates and Employers via the Website, or online or offline events organized by HiredGrad.

"Start Date" means the date on which an Engagement commences.

"Success Fee" means the fee charged by HiredGrad to Employers upon the acceptance of an Employment Offer by either party.

"Website" means the web application hosted at www.hiredgrad.com, the domain name, and any other linked pages, features, content, mobile applications, or any other Services we offer from time to time by in connection therewith.

Acceptance of these Terms and Conditions

By using the Services, you accept and agree to be bound by these Terms and Conditions.

HiredGrad may at any time modify these Terms and Conditions. We will notify you of any changes to these Terms and Conditions either by emailing you (at the email address entered by you into the registration form on the Website) and/or by posting a notice on

the Website. By continuing to use the Website after changes to these Terms and Conditions are made and notified to you, you agree to be bound by such changes.

You agree that you are using the website solely for your own use or as the duly authorized representative of an Employer, and not for the use or benefit of any third party, including, but not limited to, recruitment agents and other forms of hiring consultant. You represent and warrant that:

- if you are accepting these Terms and Conditions on behalf of a business or entity, you have authority to do so;
- all registration information you submit is accurate and truthful; and
- you will maintain the accuracy of such information. You also certify that you are legally permitted to use and access the Services and take full responsibility for the selection and use of and access to the Services.

You can review the most current version of our Terms and Conditions at any time by visiting www.hiredgrad.com. It is your responsibility to ensure that you are familiar with the Terms and Conditions.

Limitations on use

You must be at least 16 years old to use the Services or the Website.

Recruitment Agencies or any other companies, organizations or individuals that act in the capacity of an 'employment agency' according to the Conduct of Employment Agencies and Employment Businesses Regulations 2003 (as amended) are not allowed to use the Website or the Services. We kindly ask that you refrain from creating an account on the Website if you are a recruitment agent and we reserve the right to terminate any recruitment agent's access to the Website and Services immediately.

Your conduct

You agree and undertake to keep your username and password confidential, not to disclose your password to any other person and not to permit any other person to log in to the Website using your username and password.

By downloading and/or using the Website, you agree not to:

- upload, post, e-mail or otherwise send or transmit any material that contains viruses, Trojan horses, worms or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment associated with the Website;
- attempt to reverse engineer or sell, export, license, modify, copy, distribute or transmit the Website to any third party, or jeopardize the correct functioning of the Website, or otherwise attempt to derive the source code of the software (including the tools, methods, processes and infrastructure) that enables or underlies the Website;
- attempt to gain access to secured portions of the Website to which you do not possess access rights;
- impersonate any other person while using the Website;
- conduct yourself in a vulgar, offensive, harassing or objectionable manner while using the Website;
- resell or export the software associated with the Website;
- use the Website to generate unsolicited advertisements or spam;
- use any automatic or manual process to search or harvest information from the Website, or to interfere in any way with the proper functioning of the Website; or
- interfere with the servers or networks connected to the Website or to violate any of the procedures, policies or regulations of networks connected to the Website, including these Terms and Conditions.

Our role

HiredGrad, the Employer and the Candidate agree that for the purposes of the Conduct of Employment Agencies and Employment Businesses Regulations 2003 (the "Conduct Regulations"), HiredGrad shall be an 'employment agency', the Employer shall be a 'hirer' and the Candidate shall be a 'work-seeker', as defined in the Conduct Regulations and Employment Agencies Act 1973 or its equivalent in the country from where the Employer and/or Candidate transact with HiredGrad. HiredGrad is an online job aggregation platform owned and operated by UWAVE Limited. HiredGrad is not connected with or is acting or representing any of the organisations whose job vacancies are posted on HiredGrad.

By accepting these Terms and Conditions, the Candidate agrees to provide HiredGrad with such information as HiredGrad may reasonably request, including (without limitation) as to the identity of the Candidate and information in relation to the Candidate's experience, training, qualifications and authorizations as are necessary to undertake the work. The Candidate accepts that HiredGrad may not be able to introduce the Candidate to an Employer if any of the information requested is required and has not been provided.

To enable HiredGrad to comply with its obligations under the Conduct Regulations the Employer undertakes to provide to HiredGrad details of the position which the Employer seeks to fill, including the type of work that the Candidate would be required to do; the location and hours of work; the experience, training, qualifications and any authorization which the Employer considers necessary or which are required by law or any professional body for the Candidate to possess in order to work in the position; and any risks to health or safety known to the Employer and what steps the Employer has taken to prevent or control such risks. In addition the Employer shall provide details of the date the Employer requires the Candidate to commence, the duration or likely duration of the work; the minimum rate of remuneration, expenses and any other benefits that would be offered; the intervals of payment of remuneration and the length of notice that

the Candidate would be entitled to give and receive to terminate the employment with the Employer.

The Employer shall indemnify and keep indemnified HiredGrad and their respective officers, directors, employees and agents from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to reasonable legal fees) arising from the Employer's breach of any of its obligations under this section, including as a result of the Employer's failing to provide the information required or providing information which is inaccurate or incomplete.

The Website is a medium through which Employers can be introduced to Candidates. Any job offers communicated through the Website or Services are not offered by or with HiredGrad.

Any agreements created between an Employer and a Candidate are not binding on us. We are not liable for, or obligated to enforce, any agreements between an Employer and a Candidate. You will not consider HiredGrad, nor will HiredGrad be construed as, a party to such transactions, whether or not HiredGrad receives some form of remuneration in connection with the transaction, and HiredGrad will not be liable for any costs or damages arising out of or related to such transaction.

For Candidates

HiredGrad is free for Candidates. A Candidate is required to promptly notify HiredGrad if the Candidate accepts an Employment Offer whether for an indefinite or fixed term, including any Employment Offer made by an Employer

- who was identified by the Candidate through the use of our Site or Service or
- who identified the Candidate through the use of our Site or Service; or
- who had previously Engaged the Candidate within the last twelve (12) months.

If you are a Candidate who is using our Site and Service, you agree that:

(1) if you receive a Employment Offer, you shall promptly notify HiredGrad of your Start Date and the key terms of such Employment Offer (and notify HiredGrad promptly should that Start Date or offer terms change at any time)

(2) you shall provide HiredGrad with (a) a copy of a fully executed Employment Offer, or (b) execute a document between Employer, HiredGrad and Candidate that states material employment terms, including, among other things, Start Date and compensation, promptly upon the signing of an Employment Offer letter between you and such Candidate (the “Effective Date”), as requested by HiredGrad, and

(3) you will promptly notify HiredGrad after termination of your Engagement with the Employer in the event that (a) an Employer terminates your Employment based on unsatisfactory performance within thirty (30) days of the date on which your Employment commenced, or (b) you voluntarily terminate your Employment within thirty (30) days of the date on which your Employment commenced.

For Employers

These Terms and Conditions constitute the contract between HiredGrad and the Employer and are deemed to be accepted by the Employer by virtue of an Introduction to, or the Engagement of a Candidate or the passing of any information about the Candidate to any third party following an Introduction.

The Employer agrees:

- To notify HiredGrad immediately of any offer of Engagement which it makes to the Candidate;
- To notify HiredGrad immediately that its offer of an Engagement to the Candidate has been accepted and to provide details of the Remuneration to HiredGrad; and

- To pay HiredGrad's fee within 7 days of the date of the Start Date.

Except in the circumstances set out in clause below, no fee is incurred by the Employer until the Candidate commences the Engagement when HiredGrad will render an invoice to the Employer for its fees.

A Success Fee will be charged in relation to any Engagement resulting from an Introduction by or through HiredGrad, whether direct or indirect, within 6 months from the date of HiredGrad's Introduction.

The fee payable to HiredGrad by the Employer for an Introduction resulting in an Engagement is calculated as either:

- (a) For Full-Time Roles, 10%+VAT of the Candidate's annual Remuneration. 5%+VAT payable to HiredGrad within 7 days of the Start Date and an additional 5%+VAT of the Candidate's annual Remuneration thirty (30) days after the Start Date, payable to HiredGrad within 37 days of the Start Date, if the Candidate is still working at the Employer.
- (b) For Part-Time, Internships or Contracts, £250+VAT. If the candidate is hired full time after the internship/contract/part time period, HiredGrad charges 10%+VAT of the first year salary minus £250+VAT already paid by the Employers.
- (c) In the event that HiredGrad in its sole discretion has approved the Employer to pay a fee that is not calculated as mentioned above in (a), the Employer will incur a fee based on what is mutually agreed upon via email correspondence between HiredGrad and Employer.

VAT will be charged on the fee if applicable.

Introductions of Candidates are confidential. The disclosure by the Employer to a third

party of any details regarding a Candidate introduced by HiredGrad which results in an Engagement with that third party within 6 months of the Introduction renders the Employer liable to payment of HiredGrad's fee with no entitlement to any refund.

HiredGrad reserves the right to charge interest on invoiced amounts unpaid for more than 7 days at the rate of 4% of the gross fee for each month (or part thereof) for which the debt remains unpaid beyond the due date.

In the event that the Engagement is for a fixed term of less than 12 months, the fee and rebate will apply prorata. If the Engagement is extended beyond the initial fixed term or if the Employer engages or re-engages the Candidate within 6 calendar months from the date of termination of the first Engagement or withdrawal of the offer the Employer shall be liable to pay a further fee based on the additional Remuneration applicable for the period of Engagement following the initial fixed term up to the termination of the second Engagement or the first anniversary of its commencement, whichever is the sooner.

Our Rights

In providing you with access to the Website, HiredGrad reserves the following rights, and in accessing, browsing or otherwise using the Website you grant to HiredGrad and agree that HiredGrad shall have the following rights:

- the right to refuse or withdraw your access to the Website in accordance with applicable laws for any reason at any time (with or without notice) if in HiredGrad's sole and absolute discretion you violate or breach any of these Terms and Conditions;
- the right to suspend, amend or disable your account without giving you notice or any reason;
- the right to amend or update the Website, billing methods or these Terms and Conditions from time to time;
- the right to report you to the police or other judicial body if HiredGrad

believes in its sole and absolute discretion that your conduct is or may be unlawful; and

- the right to remove any Profile from the Website without notice and without giving a reason.

Content

If you choose to submit or upload any content to the Website, you at all times retain all copyright and other intellectual property rights in your content. However, on submitting or uploading any content to the Website, you grant HiredGrad a non-exclusive licence to communicate that data to such other users, use, reproduce, distribute, prepare derivative works of, display and transmit such content as is necessary to enable HiredGrad to perform the Services.

Employers and their representatives understand that by posting information or content on the Website, or otherwise providing content, materials or information in connection with the Services (collectively, "Employer Submissions"), HiredGrad hereby is and shall be granted a non-exclusive, worldwide, royalty-free, perpetual, irrevocable, sublicenseable and transferable right to fully exploit such Employer Submissions (including all related intellectual property rights) in connection with the Website, the Services, and/or HiredGrad's (and/or its successors and assigns) business.

You hereby represent and warrant that in respect of any content uploaded to the Website by you that such content:

- is not illegal in the UK or in any jurisdiction in which such content might reasonably be expected to be viewed;
- does not violate any copyright, trademark, trade secret, patent or other intellectual property right of any third party (whether or not registered);
- does not invade any third party's right to privacy;
- does not slander or libel any person;

- does not contain material that is unlawful, obscene, defamatory, pornographic, indecent, lewd, harassing, threatening, harmful, invasive of privacy or publicity rights, abusive, inflammatory or otherwise objectionable;
- is true, accurate and not misleading in all material respects;

You acknowledge and agree that we shall be entitled to remove any content without notice and without giving any reason. Further you acknowledge and agree that we may be required to provide information about the origin of any unlawful content published and/or the occurrence of any unlawful activity occurring on the Website to any police or judicial authority in any country in which such content has been viewed and is illegal and you hereby irrevocably authorise us to provide such information to such persons (on request or in our discretion) without consulting or informing you.

You hereby acknowledge and agree that after you have deleted any content we may retain it in our archives as required by our back-up systems.

You acknowledge and agree that you are solely responsible for content uploaded by you and for the consequences of submitting and publishing any content on the Website.

You acknowledge and agree that HiredGrad does not endorse any content submitted or published on the Website and any opinion, perspective or statement given by any user of the Website does not represent the views or opinions of HiredGrad or any of its officers, employees or other associated persons.

Intellectual Property

HiredGrad and/or its licensor(s) are the sole owners of the Website.

HiredGrad and the Website are protected by UK and International copyright and other intellectual property laws. We grant you a limited licence to use the Website for the purposes of using the Services.

You may not modify, publish, transmit, participate in the transfer or sale of, reproduce, create derivative works based on, distribute, perform, display, or in any way exploit, any information, software, materials, that are derived from your use of the Services in whole or in part.

You will not collect or harvest any personally identifiable information, including account names, from the Service.

Any unauthorized use of the Website will result in the automatic termination of the limited license granted by us. HiredGrad reserves the right to terminate the limited license without notice at any time following an unauthorized use by you of the Website.

HiredGrad and its graphics, logos, icons and service names related to the Website are registered and unregistered trademarks or trade dress of HiredGrad. They may not be used without HiredGrad's prior express written permission.

All other trademarks not owned by HiredGrad that appear in connection with the Website are the property of their respective owners, who may or may not be affiliated with, connected to or sponsored by HiredGrad.

Privacy

You provide us with information when you register on the Website and/or use the Services. We may store such information and use it to improve the Services we provide through the Website. Any information that you submit or that we collect when you are using the Website is subject to the Privacy Policy, the terms of which are hereby incorporated into these Terms and Conditions.

HiredGrad continually tries to keep all information secure from unauthorised access by using SSL encryption on sensitive data. However, transmission over the Internet cannot be guaranteed to be 100% secure, so any information you submit is done so at your own risk.

Whilst we have implemented commercially reasonable technical and organisational measures to secure your personal information from unauthorised use, we cannot guarantee that unauthorised third parties will never be able to defeat those measures. You acknowledge that you provide your personal information at your own risk.

By downloading and/or using the Website, you consent to receiving electronic communications and notices from HiredGrad. You agree that any notice, agreement, disclosure or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.

You agree that HiredGrad is free to use any comments, information or ideas contained in any communication you may send to HiredGrad without compensation, acknowledgement or payment to you for any purpose whatsoever, including, but not limited to, developing, manufacturing and marketing products and services and creating, modifying or improving the Services or Website or other products or services. For the avoidance of doubt, all such information will be deemed by HiredGrad to be non-confidential and non-proprietary, and you agree that such information may be used by us without any limitation whatsoever.

You agree that any information published by you on the Website will be public information and that other users of the Website may be able to view and comment on such information.

Reliance on Posted Content

Information submitted or posted to the Website by Employers and Candidates is not vetted, reviewed or checked by HiredGrad. Publication of such information does not constitute a representation or warranty by HiredGrad as to the accuracy of such information. HiredGrad therefore disclaims all liability and responsibility arising from any reliance placed on such information by any user of the Website, or by anyone who may be informed of any of its contents.

HiredGrad has no control over the quality, safety or legality of any Roles or Candidates advertised. You acknowledge and agree that there are risks including, but not limited to, the risk of physical harm, of dealing with strangers, foreign nationals, underage persons or people acting under false pretences. You assume all risks associated with dealing with other users with whom you come into contact through the Website.

No warranty or Liability Limit

Use of the Website as a Candidate does not guarantee that you will secure a Role with an Employer.

Use of the Website as an Employer does not guarantee that you will identify suitable Candidates on the Website and/or that any Candidate you recruit for a Role will be suitable, competent or appropriate for such Role.

HiredGrad endeavours to ensure the suitability of any Candidate introduced to the Employer by obtaining confirmation of the Candidate's identity; that the Candidate has the experience, training, qualifications and any authorisation which the Employer considers necessary or which may be required by law or by any professional body; and that the Candidate is willing to work in the position which the Employer seeks to fill.

Notwithstanding HiredGrad's endeavours to ensure the suitability of any Candidate, the Employer shall satisfy itself as to the suitability of the Candidate and the Employer shall take up any references provided by the Candidate to it. The Employer is responsible for obtaining work permits and/or such other permission to work as may be required, for the arrangement of medical examinations and/or investigations into the medical history of any Candidate, and satisfying any medical and other requirements, qualifications or permission required by law of the country in which the Candidate is engaged to work.

Each Employer acknowledges and agrees that he is solely responsible for performing all checks and due diligence on any Candidate introduced to him via the Website including

without limitation interviewing such Candidate, seeking references and checking the identity and ability of the Candidate to work in the relevant jurisdiction.

HiredGrad provides the Website "as is" and without any warranty or condition, whether express, implied or statutory. HiredGrad specifically disclaims any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement to the extent permissible under the Sale of Goods Act 1979 (as amended) or its equivalent in the country from where the Employer and/or Candidate transact with HiredGrad..

HiredGrad assumes no liability or responsibility for any errors or omissions in the Website; any losses or damages arising from the use of the Website and/or the Services; or any harm to your reputation or losses resulting from any disclosure of information about you by us as permitted in these Terms and Conditions. We reserve the right to deliver the Website and the Services in our sole and absolute discretion.

In no event shall HiredGrad, its shareholders, directors, officers, employees or agents be liable (jointly or severally) to you for loss of use or any special, incidental, indirect or consequential damages arising out of or in connection with the Website, the Services or these Terms and Conditions, on any theory of liability, and whether or not advised of the possibility of damage.

HiredGrad does not seek to exclude liability for death or personal injury caused by our negligence, or fraud or fraudulent misrepresentation on the part of HiredGrad. If any applicable authority holds any portion of this section to be unenforceable, then liability will be limited to the fullest possible extent permitted by applicable law.

From time to time you may use or access services, promotions and websites of third parties. In using or accessing third party services, promotions and websites, you agree to be bound by the Terms and Conditions of such third parties governing their services, promotions and websites and hereby acknowledge that we shall not be responsible for the provision of services, accuracy of promotions or content of websites belonging or

operated by third parties.

HiredGrad specifically excludes liability for any loss, harm, distress or damage suffered by you or any third party as a result of inaccurate information appearing on the Website.

Interruptions and suspension of the Website

HiredGrad does not guarantee the uninterrupted operation and availability of the Website. From time to time, the Website may be unavailable for any number of reasons including without limitation:

- the performance of scheduled maintenance including on servers and data lines;
- the performance of emergency unscheduled maintenance and/or repairs including on servers and data lines;
- a failure by or error in respect of any service provider including without limitation any server or data line;
- an attack on the security or system integrity of the Website including any denial of service attack; and
- the introduction or presence of any virus or malicious code in the pages that make up or are accessible from the Website.

For the avoidance of doubt, HiredGrad shall not be liable for and specifically disclaims any liability in respect of any claims, costs, losses or damages suffered as a result of any suspension or interruption to the Website howsoever caused.

Indemnity

You agree to indemnify and hold HiredGrad and its related companies, and each of their

respective shareholders, directors, officers, employees, agents and merchant partners harmless from and against any third-party claim or cause of action, including reasonable attorneys' fees and court costs, arising, directly or indirectly, out of your breach of these Terms and Conditions and/or your violation of any law or the rights of any third party.

Disputes

You agree that these Terms and Conditions and any claim, dispute or controversy arising out of in connection with these Terms and Conditions or their subject matter or formation (including non-contractual disputes or claims), the Website, HiredGrad's advertising or any related transaction between you and HiredGrad shall be governed by and construed in accordance with English law.

Any dispute or claim arising out of or in connection with such matters (including non-contractual disputes or claims) will be subject to the exclusive jurisdiction of the courts of England and Wales.

Termination

HiredGrad may change or discontinue the availability of the Website or any part thereof or the Services at any time without prior notice. HiredGrad reserves the right to terminate these Terms and Conditions for any reason, without notice, and these Terms and Conditions shall automatically terminate in the event that you violate any of the Terms and Conditions set forth herein (with prejudice to our accumulated rights against you). In the event of any termination, you will immediately cease use of the Website.

Compensation

You will compensate us in full (and our officers, directors, agents, subsidiaries, joint ventures and employees) for any losses or costs, including reasonable legal fees, we incur arising out of any breach by you of these Terms and Conditions, your improper use of the

Services or your breach of any law or the rights of a third party.

General

These Terms and Conditions are agreed between you and us. No other person shall have any rights under or in connection with these Terms and Conditions under the Contracts (Rights of Third Parties) Act 1999 or its equivalent in the country from where the Employer and/or Candidate transact with HiredGrad..

If any court or competent authority decides that any term of these Terms and Conditions is held to be invalid, unlawful or unenforceable to any extent, such term shall, to that extent only, be severed from the remaining terms, which shall continue to be valid to the fullest extent permitted by law.

Headings are for reference purposes only and in no way define, limit, construe or describe the extent or scope of such section.

Our failure to enforce any provision of these Terms and Conditions shall not constitute a waiver of that or any other provision and will not relieve you from the obligation to comply with such provision.

These Terms and Conditions set forth the entire understanding and agreement between you and HiredGrad with respect to the subject matter hereof.

These Terms and Conditions combined with the Privacy Policy contain the entire agreement between the parties and unless otherwise agreed in writing by a representative of HiredGrad, these Terms and Conditions prevail over any other Terms or purchase conditions put forward by the Employer or the Candidate.

No variation or alteration to these Terms and Conditions shall be valid unless the details of such variation are agreed between HiredGrad and are set out in writing and a copy of the varied terms is given to the Employer stating the date on or after which such varied

terms shall apply.

Effective September 10th, 2015