

Terms and conditions of use – Arbitre Investments Limited T/A Reference Hub

Arbitre Investments Limited, 'Reference Hub', we or us is registered in England and Wales.

Our registered office is at Tower 42 33rd Floor, Old Broad Street, London, England, EC2N 1HQ and our registration number is 10410495

1. Overview if Terms and Conditions

These Terms govern the supply of the service and access to the website and portal and their use by all Users.

Please read these Terms carefully as you must accept them before either using the Website or taking advantage of the Service. Acceptance of these Terms will take place in either of the following ways:

- 1.1. If you sign up to the Service through either our Website or via a member of our support team, you must accept these Terms where indicated as part of the sign-up process or when access the site for the first time as a registered user.
- 1.2. Your continued use of the Portal and/or the Service indicates your ongoing acceptance of these Terms.
- 1.3. We may change these Terms at any time by amending this page. Whilst we will endeavour to advise of any changes to our terms and conditions we will not be held liable should you not be aware of any changes. We therefore recommend that you revisit this page on a regular basis as any changes will be binding on you.
- 1.4. These Terms are governed by the laws of England and Wales with the courts in this territory having jurisdiction.

2. Definitions

"Approved Reference" the document generated through Reference Vault and to be used for providing References , as agreed between the parties in accordance with clause 4.8

"Contract Term" the period from the date of acceptance of these Terms until the Service expires or terminates in accordance with section 9

"Customer" an organisation or body that registers and transacts with Reference Hub to obtain references on Employee's which we hold within our database

"Day or Trading Day" any day other than a Saturday, Sunday or a public holiday in England and Wales

"Data Controller" or **"Controller"** shall have the meanings given to them in the Data Protection Act 1998 and the GDPR

"Data Processor" or **"Processor"** shall have the meanings given to them in the Data Protection Act 1998 and the GDPR

"Data Protection Laws" includes the Data Protection Act 1998, the Privacy and Electronic Communications Regulations 2003, the GDPR and any other laws and regulations which apply or shall apply to the processing of Personal Data in accordance with these Terms

"EEA" means the Member States of the European Union and Iceland, Liechtenstein and Norway

“Employee” any of the Employer’s employees or former employees to whom we hold data within Reference Hub database and/or to whom a Reference relates

“Employer” any third party who provides us with or transfers directly with data on their current or former employees

“Fee” the fee payable by the Employer or the Requester to Reference Hub, as agreed between the parties

“GDPR” means the General Data Protection Regulation (EU) 2016/679 of the European Parliament

“Intellectual Property Rights or IPR” means means software, including all know-how, trade secrets, copyrights, and patentable inventions relating thereto, including materials notes, designs, technical data, ideas, know-how, research, reports, documentation and other information related thereto.

“Personal Data” has the meaning given to it in the Data Protection Act 1998 and the GDPR

“Processing” in relation to Personal Data shall have the same meaning as that given in the Data Protection Act 1998 and the GDPR

“Reference or Data” a reference relating to an Employee stored within our system incorporating any information uploaded for or by the Employer about an Employee.

“Requestor” any individual who is acting for the customer and holding/accessing the system with a user account for the purposes of applying for access to Employee references.

“Reference Request” a request for a Reference submitted to the Service by a Requestor

“Sensitive Personal Data” or **“Special Categories of Data”** shall have the meanings given to them in the Data Protection Act 1998 or the GDPR respectively.

“Service and/or Portal” the online system through which we allow Employers to upload a Reference and agrees to provide References to Requestors in compliance with these Terms

“User” any person who accesses the Portal, whether as a registered user or a guest and whether such user also uses the Service, and including an Employer or a Requester

3. Use and access to the Portal

- 3.1. We may update the Portal from time to time and may change any of the content that is uploaded by us or those Employers who use our service at any time. We are under no obligation to update the Portal and we do not guarantee that the Portal, or any content on it, will be free from errors or omissions.
- 3.2. We do not guarantee that the Portal will always be available or that access will be uninterrupted. We may suspend, withdraw, discontinue or change all or any part of our Service without notice and accept no liability for any periods of unavailability.
- 3.3. The User is responsible for making all arrangements necessary to be able to access the Portal and in ensuring all persons comply with these Terms.
- 3.4. The Website is intended for use in the United Kingdom. We do not represent that content available on or through the Website is appropriate or available in other locations nor that the references held within the portal comply with legislation outside of the UK.
- 3.5. We have no liability for any loss or damage arising out of or in connection with a User’s access to, use of or inability to access the Portal or any content accessed as part of the service

- 3.6. All content and in particular References are provided for verification only. It is not intended to amount to advice on which you should rely. We make no representations, warranties or guarantees, whether express or implied, that the data is accurate, complete or up-to-date and will accept no liability for said data.
- 3.7. We do not guarantee that the Portal will be secure or free from bugs, viruses or any other malicious code or software.
- 3.8. The User must not misuse the Portal in anyway including by introducing viruses, Trojans, worms or other materials which is malicious or technologically harmful. The User must not attempt to gain unauthorised access to the Portal or any of its servers. Any misuse will result in immediate account suspension for all Users associated with the Customer and/or Employer.

4. Use of the Service by Employers

This section 4 applies to the use of the Service by an Employer.

- 4.1 The Employer must register for an account in order to be able to use the Service.
- 4.2 The Employer must provide all requested details as part of the registration process to enable us to verify the identity of the Employer before an account is authorised. We reserve the right to decline and account.
- 4.3 Where declining an account, we will use reasonable endeavours to notify the Employer of the reason for rejection within a reasonable period of time after the registration application.
- 4.4 As part of the registration process, the Employer will be provided with a username and password. The Employer will be prompted to change the password when the Employer uses the Website as a registered user for the first time. If the Employer wishes to create additional users through the Website, such additional users will also be provided with a username and password and will also be prompted to change the password upon first log in. All additional users will be bound by these terms and conditions.
- 4.5 It is the Employer's responsibility to ensure that all usernames and passwords are kept confidential and the Employer must not disclose these details to any third party or permit a third party to access the Employer's account.
- 4.6 The Employer is responsible for removing any users who leave their employment on a regular basis. We accept no liability for Users who are registered to an employer from accessing the system through their account.
- 4.7 We reserve the right to suspend or delete an Employer's account if we consider that the Employer has breached any provision of these Terms.
- 4.8 Prior to issuing any References, we will agree with the Employer the form of Reference to be used on behalf of that Employer and the Employer will sign off a proof of the form of Reference.
- 4.9 We shall store any Data provided by an Employer for the duration of the Term. At the end of the Term, we will return or destroy any Data uploaded to the Portal, subject to any routine data backups we perform on our systems.
- 4.10 Reference Hub shall be the Employer's exclusive provider of the Service and the Employer shall not appoint any third party to provide the Service or any similar service during the term or whilst in contract with Reference Hub. The Employer shall not during the Term provide reference information to any third party that is the same as or similar to the Data provided to the Service in respect of the relevant Employee.

5 Employer's obligations and warranties

- 5.1 The Employer shall upload Data in accordance with all requirements notified to the Employer.
- 5.2 In the event that we accept the Employer's application for registration, the Employer must provide a link to the Website on the Employer's website and must include a statement on its website information all visitors to the website that all References are available through the Service.
- 5.3 The Employer warrants that:
 - 5.3.1 It shall ensure that the content of the Data is complete, accurate and up-to date (or, where it constitutes an opinion, is genuinely held). If the Employer becomes aware that the Data is inaccurate, the Employer shall immediately inform us and shall provide accurate and up-to-date Data within 7 days;
 - 5.3.2 It will upload the Data for an Employee as soon as reasonably practicable after the Employer has received or given notice of termination of that Employee's employment with the Employer;
 - 5.3.3 It has obtained all necessary consents required from any Employee whose Data is uploaded to the Service to enable the Employer to upload the Data, or is otherwise permitted by applicable laws to disclose the Data to the Employer for the purpose of the provision of the Service in accordance with these Terms;
 - 5.3.4 It has obtained all necessary consents required from any Employee to enable the Employer to transfer the Employee's data;
 - 5.3.5 It shall comply with all applicable laws and regulations in performing its obligations under these Terms;
 - 5.3.6 It owns, or is the licensee of, any IPRs in the Data uploaded to the Service and that it has the right to upload the Data and to make it available for potential disclosure; and;
 - 5.3.7 The content of any Reference Data or Reference generated shall not infringe the rights, including IPRs, of any third party.
- 5.4 The Employer shall not upload any Data which include content that:
 - 5.4.1 Is defamatory, obscene, offensive, hateful, inflammatory or sexually explicit;
 - 5.4.2 Promotes violence, discrimination or any illegal activity;
 - 5.4.3 Is likely to deceive any personal or is threatening or abusive; or
 - 5.4.4 Is in breach of any legal duty.
- 5.5 The Employer shall indemnify and keep indemnified Reference Hub against all claims, losses, damages and other costs which we may incur or suffer:
 - 5.5.1 In connection with the Employer's use of the Service;
 - 5.5.2 As a result of any breach by the Employer of its obligations under these Terms; or
 - 5.5.3 In connection with the transfer or alleged transfer of any employees or liabilities to Reference Hub, its partners or subcontractors.

6 Our obligations to Employer

- 6.1 We shall make all reasonable efforts to ensure the Portal is available to Employers and Requestors 100% of the time but we shall have no liability in respect of the Service being unavailable at any time or for any period.
- 6.2 We will provide support services between the hours of 9am and 5pm on Trading Days. Such service to be via Webchat or where appointed an Account Manager by telephone

6.3 We provide no warranties as to the suitability of the Service for the Employer's requirements or the fitness for purpose of the Service. All conditions or warranties (whether express or implied) are hereby excluded.

6.4 Our Service relates solely to the supply of References. We shall not be responsible for handling any other information or documentation on behalf of the Employer.

7 Data protection

7.1 The parties agree that and the Employer acknowledges that it is the Data Controller and we are a data processor in respect of all Personal Data contained in any information uploaded to the Portal under these Terms.

7.2 The Employer shall not transfer to us, or otherwise require us to process on Employer's behalf, any Sensitive Personal Data or Special Categories of Data

7.3 The Employer shall comply with its obligations under Data Protection Laws in respect of any such Data.

7.4 From 25 May 2018 and to the extent required under GDPR, we shall:

7.4.1 maintain a record of all Processing activities carried out for the Purpose for which the Data is Processed, the safeguards in place and a general description of the security measures used; and

7.4.2 it shall make the records referred to above available to any regulator (on request).

7.5 In relation to Personal Data in scope under this agreement, each party shall promptly notify the other if it becomes aware of:

7.5.1 a disclosure of any Data being required by law;

7.5.2 any breach of, or complaint or notice in respect of, Data Protection Laws or any provisions of this section; or

7.5.3 any request by an Employee to access their Personal Data or for rectification, blocking, erasure or destruction of their Personal Data. For the avoidance of doubt, the Employer shall be solely responsible for complying with any such request.

7.6 We will take appropriate technical and organisational measures against unauthorised or unlawful processing of Data and against any accidental loss or destruction of, or damage to, Data.

7.7 We will use reasonable endeavours to ensure the reliability of any of our employees who may have access to Data.

7.8 Upon at least 14 calendar days' notice by you, we shall allow you:

7.8.1 (i) to have reasonable access to our information security personnel for the purposes of demonstrating how we protect Personal Data; and

7.8.2 (ii) to have sight of reasonable outline documentation to demonstrate how the Company protects Personal Data (subject to any necessary measures taken by us to secure the confidentiality of other clients' confidential information and the security of our systems and networks).

7.9 You may exercise rights under clause 7.8 not more than once in any calendar year, save that an ad hoc exercise of those rights shall be permitted where you know that a data breach in relation to Personal Data in scope under this Agreement has occurred, or you have a reasonable belief that we may not be protecting such Personal Data in accordance with the requirements either of applicable law or this Agreement.

7.10 We will not transfer Personal Data outside of the European Economic Area (the "EEA") unless we have either: (i) obtained your prior written consent and then only in accordance with your instructions and in a manner which is compliant with the EU

requirements relating to transfers of personal data out of the EEA; or, (ii) obtained the prior consent of the Data Subject whose Personal Data is to be transferred.

7.11 The Employer indemnifies and shall keep indemnified Reference Hub against all losses, claims, damages and other costs which we may incur or suffer as a result of any breach by the Employer of its obligations under Data Protection Laws or any provisions of this section.

8 Employer fees and payment

8.1 The Employer shall pay the Fee in accordance with this clause

8.2 The Fee shall be invoiced annually in advance

8.3 The Employer shall pay each valid invoice, in full and cleared funds, within 30 days of the date of the invoice to our bank account

8.4 The Fee shall be exclusive of VAT which we will add to our invoices at the appropriate rate.

8.5 If the Employer fails to pay on the due date, we may suspend the Employer's access to the Service until payment has been made in full and suspend Requestors from being able to make requests to access the Employer's data.

8.6 Subject to clauses 8.7, 8.8 and 8.9, any amendments to the Fee must be agreed between both parties in writing (including email)

8.7 Both parties acknowledge and agree that the Fee is calculated based on the anticipated number of Employees about whom Data will be held in any year or where under agreement a charge for providing free download capabilities to Requestors is agreed. Reference Hub shall be entitled to vary the Fee without the consent of the Employer in the event that the number of Employees held as within the portal increases or decreases by 15% or more in the relevant year.

8.8 We may vary the Fee at any time on written notice to the Employer to take account of any increases in the cost to providing the Services as a result of changes to legislation.

8.9 We may vary the Fee no more than once in every twelve-month period on written notice to the Employer in order to take account of inflation.

8.10 All sums payable shall become due immediately on termination or expiry of the Service.

9 Termination of the Service

9.1 We will provide the Service to the Employer for an initial period of one year from the date of acceptance of these Terms (the Initial Term). Thereafter the Service shall continue unless and until the Service is terminated in accordance with this section 9.

9.2 Either Reference Hub or the Employer may terminate the use of the Service by giving to the other 60 days' notice in writing, such notice to expire no earlier than the expiry of the Initial Term.

9.3 Either Reference Hub or the Employer may terminate the use of the Service by notice in writing to the other if the other party:

9.3.1 commits a material breach of these Terms which is either not capable of remedy or, if remediable, is not remedied within 30 days after receipt of a written notice requiring the breach to be remedied; or

9.3.2 has any step, application, order, proceeding or appointment taken or made by or in respect of it for a distress, execution, composition or arrangement with creditors, winding-up, dissolution, administration, receivership or bankruptcy, or if it is unable to pay its debts or if any analogous event occurs in any relevant jurisdiction.

10 Use of the Service by Requesters

This section applies to the use of the Service by a Requester.

- 10.1 The Requester must register for an account in order to be able to use the Service. The Requester can either register for an account through the Website or directly with Reference Hub
- 10.2 The Requester must provide certain business details as part of the registration process (as set out on the registration page) to enable us to verify the identity of the Requester.
- 10.3 We will use reasonable endeavours to notify the Requester of acceptance or rejection of the Requester's registration application within a reasonable period of time after the registration application. We are under no obligation to accept a Requester's application for registration.
- 10.4 As part of the registration process, the Requester will be provided with a username and password. The Requester will be prompted to change the password when the Requester uses the Website as a registered user for the first time. If the Requester wishes to create additional users through the Website, such additional users will also be provided with a username and password and will also be prompted to change the password upon first log in.
- 10.5 It is the Requester's responsibility to ensure that these details are kept confidential and the Requester must not disclose these details to any third party or permit a third party to access the Requester's account.
- 10.6 We reserve the right to suspend or delete a Requester's account if we consider that the Requester has breached any provision of these Terms or if we believe there is a security theft against an account.

11 Requester's obligations

- 11.1 The Requester shall place a Request through the Website in accordance with all requirements and instructions notified to the Requester on the Website or otherwise by Reference Hub.
- 11.2 In the event that a Reference is provided to the Requester, the Requester acknowledges that it is the Data Controller in respect of any Personal Data contained within the Reference or otherwise disclosed to the Requester by Reference Hub. The Requester shall comply with its obligations under Data Protection Laws in respect of any such Personal Data.
- 11.3 The Requester shall comply with all applicable laws and regulations in performing its obligations under these Terms.
- 11.4 The Requester shall indemnify and keep indemnified Reference Hub against all losses, claims, damages and other costs Reference Hub may suffer or incur:
 - 11.4.1 In connection with the Requester's use of the Service; or
 - 11.4.2 as a result of any breach of the Requester's obligations under these Terms.

12 Reference Hub's obligations to Requester

- 12.1 Upon receipt of a Request, we will notify the Employee who is the subject of the Reference requested that the Request has been made and we will not disclose the Reference to the Requester until the Employee has given his or her consent to the release of the Reference.
- 12.2 We shall use reasonable endeavours to provide a Reference which is the subject of a Request within a reasonable period of time after receipt of the Employee's consent in accordance with section 12.1, but time shall not be of the essence in respect of provision of the Reference.

- 12.3 In the event that the Employee notifies us that he or she does not consent to the release of the Reference to the Requester, we will use reasonable endeavours to notify the Requester of the refusal of consent within a reasonable period of time after we have received notice of the refusal from the Employee. For the avoidance of doubt, if the Employee notifies us that he or she does not consent to the release of the Reference to the Requester, we shall be under no obligation to the Requester to provide that Reference and we shall have no liability to the Requester in respect of the failure to provide the Reference.
- 12.4 We accept no liability in respect of the accuracy, completeness or content of any Reference provided to a Requester. The Requester is solely responsible for making any business or recruitment decisions based on any Reference and we shall not be liable in respect of any decisions made in reliance on a Reference provided through the Service.
- 12.5 We are only able to provide Requesters with information that has been provided to us by the relevant Employer. We accept no liability in the event that a reference for a particular individual is not available at the time a Request is made.

13 Requester fees and payment

- 13.1 The Requester shall pay the relevant Request Fee for each Request by credit or debit card through the Website at the time it makes the Request.

14 Intellectual Property Rights

- 14.1 Subject to section 14.2, all IPRs in the content on the Website and in the Service belong to us or our licensors. Unless otherwise agreed between Reference Hub and the Employer, we shall own all IPRs in the Reference Template and all other documentation.
- 14.2 All IPRs in the Reference Data, in each Reference and in any other content uploaded to the Service by the Employer (save for the Reference Template) belong to the Employer who has provided the Reference Data used to generate that Reference, or the Employer's licensors. The Employer hereby grants us a royalty-free, non-exclusive, transferable, sub-licensable, worldwide licence to use the Reference Data and any Reference for the purpose of providing the Service and fulfilling our obligations under these Terms.
- 14.3 We hereby grant each Requester to whom we provide a Reference on behalf of an Employer a non-exclusive, non-transferable, non-sub-licensable licence to use that Reference in the UK for the purposes of the Requester's recruitment processes.
- 14.4 The Employer indemnifies and shall keep indemnified Reference Hub against all losses, claims, damages and other costs we may incur or suffer arising out of a breach of the Employer's obligations under this section and/or out of any claim by a third party that the content of any Reference infringes that third party's IPRs.
- 14.5 The Requester indemnifies and shall keep indemnified Reference Hub against all losses, claims, damages and other costs Reference Hub may incur or suffer arising out of a breach of the Requester's obligations under this section

15 Confidentiality

- 15.1 A User must not at any time disclose to any third party any confidential information concerning the business, affairs, customers, clients or suppliers of Reference Hub except as permitted by section 15.2.
- 15.2 A User may disclose Reference Hub confidential information:
- 15.2.1 to such of its employees, officers, representatives or advisers who need to know such information for the purposes of exercising rights or carrying out obligations under or in connection with these Terms (provided that the Employer and the Requester must ensure that all employees, officers, representatives or advisers to

whom it discloses Reference Hub's confidential information comply with the provisions in this section); and

15.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

15.3 A User must not use Reference Hub's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with these Terms.

16 Limitation of Liability

16.1 Nothing in these Terms shall exclude or limit Reference Hub's liability for death or personal injury caused by our negligence, fraud or fraudulent misrepresentation, or any other liability which it would be illegal or unlawful to exclude or limit.

16.2 Subject to section 16.1, Reference Hub shall not be liable to any User for any economic loss, loss of profit, business contracts, revenues or anticipated savings, damage to reputation or any other indirect or consequential loss or damage.

16.3 The aggregate liability of Reference Hub to the Employer, Requester or any User shall not in any event exceed an amount equal to the lesser of the fees paid by the User to Reference Hub in the 12-month period preceding an alleged breach or £10,000.

17 General

17.1 Force Majeure

17.1.1 We shall not be in breach of these Terms nor liable for any delay in performing, or failure to perform, any of our obligations under these Terms if such delay or failure results from events, circumstances or causes beyond our reasonable control.

17.2 Assignment and other dealings

17.2.1 A User may not assign, sub-contract, charge or otherwise transfer or deal with any of its rights or obligations under these Terms without our prior written consent.

17.2.2 We shall be entitled to assign, sub-contract, charge or otherwise transfer or deal with any of our rights or obligations under these Terms without the prior written consent of any User.

17.3 Waiver

17.3.1 A failure or delay by us to exercise any right or remedy provided under these Terms or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

17.4 Severance

17.4.1 If any provision or part-provision of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these Terms.

17.5 Entire agreement

17.5.1 These Terms constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

17.6 Third party rights

17.6.1 No one other than a party to these Terms, their successors and permitted assignees, shall have any right to enforce any of the Terms.

17.7 Notices

17.7.1 Any notice given to a party under or in connection with these Terms shall be in writing and shall be:

17.7.1.1 delivered by hand or by pre-paid first-class post or other next Business Day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

17.7.1.2 sent by email to the address specified in these Terms or otherwise notified by one party to the other.

17.7.2 Any notice shall be deemed to have been received:

17.7.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;

17.7.2.2 if sent by pre-paid first-class post or other next Business Day delivery services, at 9.00am on the second Business Day after posting or at the time recorded by the delivery service.

17.7.2.3 if sent by email, at 9.00am on the next Business Day after transmission.

17.7.3 This section does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.