EMPLOYMENT ASSET LTD - TERMS AND CONDITIONS

The following terms and conditions (in its entirety and without modification) apply to your use of <u>www.legalasset.co.uk</u> (our website). You must read these terms and conditions carefully, as they contain important terms including how you may use the website and how we may terminate your access to www.legalasset.co.uk.

We may change, delete from or add additional terms to these current terms if we modify or alter the existing services that we provide; if we add supplementary services to the website; or if we need to change some provisions for legal, regulatory or security reasons. Where the changes are substantially significant, we may (but are not obligated to) email our registered users with the new details. Whether the applied changes are material or not, we will update the terms on this page and indicate the last updated date at the top center.

<u>www.legalasset.co.uk</u> is operated and owned by Employment Asset Ltd (we or us). We have our registered office at Kemp House, 160 City Road, London, England, EC1V 2NX and our company number is 10701436. To contact us, please email <u>info@legalasset.co.uk</u>.

Your continued use of www.legalasset.co.uk means that you have accepted these terms and conditions.

1. Our services

Employment Asset Ltd provides and operates <u>www.legalasset.co.uk</u> free of charge as an automated matching platform for paralegals in particular and the legal market in general. We provide a job application and matching service which allows candidates to fill out a job preference forms and which allows employers to conduct a search for relevant candidates to fill suitable positions.

When a prospective employer requests a curriculum Vitae (resume) and the request has been accepted, we (Employment Asset Ltd) will allocate a consultant, at a flat recruitment fee to be borne by the prospective employer, to provide his/ her services during the hiring process. When a candidate accepts a CV request from an employer you will be bound by our Terms & Conditions. We also provide a standard recruitment business model which may not always use the Legal Asset technology to provide matches and recruitment services between employers and candidates. Refer to our agency terms for more information.

2. Account registration

To be able to access and use most parts of our website (whether as a prospective candidate or employer), you will have to register as a user. To complete the registration process, you will have to provide your email address and a password, and these will be used to create an individual user account for you. As access to

your account on www.legalasset.co.uk is through your email address and password, we ask that you always keep your account information safe.

You are exclusively responsible for securing and maintaining the confidentiality of your username and password, and will be held liable for any unauthorized use of your account and every activity that occurs under it.

You must keep only complete, current, and honest information under your account, and your failure to do so may lead to your inability to use our website and services. We may also terminate this agreement under such circumstances.

3. Acceptable use of the website/consents

Employment Asset Ltd does not in any way effect introductions between candidates and employers (or vice versa), or supply candidates to employers. We provide the matching platform and facilitate the hiring process.

As a registered candidate, you agree to our sharing your Curriculum Vitae (resume and or Curriculum Vitae) and any additional information you provide to us with the employers who use our website.

You give Employment Asset Ltd a non-exclusive, royalty-free, international license of any rights, including intellectual property rights, in your resume and any other information that you provide to us on the www.legalasset.co.uk, to share or otherwise use such resume and additional information as required to fulfill the services that we provide on the website.

If you are 18 or older, you may access www.legalasset.co.uk only for your own personal and non-commercial use. To such eligible users, we grant a limited, nonexclusive, revocable, nonassignable, and nonsublicensable license to access www.legalasset.co.uk in compliance with these terms and conditions.

You may not use this website if you are not permitted to receive such services under the laws of UK or any other countries from which you use the services. You may not infringe upon our intellectual property rights in your use of the website; and/or remove any trademark, copyright or any other proprietary notices from any part of our site.

You warrant and represent that you have the full power and authority to accept these terms; and to grant the license and authorization and to perform the obligations hereunder.

As a condition of your use of the www.legalasset.co.uk website and its interactive services, you agree not to use the website and/or any of its services for any unlawful or prohibited purpose, as defined by these terms.

4. Copyright/intellectual property

You hereby admit and agree that all materials showed and displayed (including without limitation pictures, data, information, reports, articles, representation, descriptions, materials, any software programs or any other information) on www.legalasset.co.uk are trademarked/copyrighted and/or licensed to Employment Asset Ltd, and are fully protected by intellectual property (IP) laws, unless where explicitly stated otherwise. All titles, rights and interests in respect to the contents are owned, controlled by or licensed to Employment Asset Ltd.

The Employment Asset Ltd name, logo, www.legalasset.co.uk, button icons, page headers, scripts, service names and all linked trademarks are trademarks of Employment Asset Ltd. Violation of our copyright may result in the initiation of legal proceedings against the violator. Use of our site does not give you any proprietary rights in any material thereon.

5. Fair use policy

This website is intended to serve both the legal community and the larger community. We encourage users to make use of our resources, but within the limits set out below. You are welcome to download and print copies of our resources for your personal use.

If you plan to distribute copies of our materials printed directly from the HTML version, you must include any credits at the top or bottom of the page. You may not charge another person or entity for using materials from our website downloaded and printed by you, save to recover the cost of printing.

You may not adapt material from our resources, although you may quote or paraphrase passages as long as you provide an appropriate reference.

You may under no circumstances represent any material on our website as your own, mirror the www.legalasset.co.uk website and/or include pages from our website as part of a frame.

6. User content

Any content that users transmit to www.legalasset.co.uk whether by e-mail or otherwise, including but not restricted to your resume, as well as questions, data, suggestions, and comments will be regarded as and then treated as nonconfidential and non-proprietary. You hereby grant Employment Asset Ltd the right to use your user content for any purpose and any reason, including without limitation broadcast, disclosure, reproduction, transmission, publication, and posting.

Any user content that you provide remains your property, but you grant Employment Asset Ltd by reason of such provision a worldwide, endless, continuous, sub-licensable, royalty-free license, with the right to make derivative works of, duplicate, adjust, distribute, publicly perform, openly show, and to otherwise use such user content without your anticipation of compensation, a response from us, and without the requirement of further notice to you or approval from you.

7. User restrictions

All users of www.legalasset.co.uk consent to also be bound by the following rules of conduct in their use of the website. You are not to:

Upload advertisements, spam links to other individuals or websites or solicitations, without prior written permission from Employment Asset Ltd;

Use www.legalasset.co.uk to spread content that motivates or instigates criminal offenses, or otherwise breaches any relevant laws or regulations;

Misuse any part of www.legalasset.co.uk for illegal purposes including without limitation spreading any slanderous, illegitimate, offensive, harassing, harmful, hostile, or otherwise obnoxious material;

Advertise chain letters or pyramid schemes on the website;

Interfere with other users' use of the website;

Collect other users' content or their information utilizing automated means like harvesting bots without our prior permission;

Upload content that purports to be any other person or entity, including without limitation an Employment Asset Ltd official, or falsely state your relationship with a person or entity;

Use or attempt to use any device, procedure, or software to interfere with the proper working of the website, or violate or attempt to violate the security of www.legalasset.co.uk;

Post information or content that contains computer viruses or other harmful computer code;

Forge headers or otherwise manipulate identifiers in a bid to disguise the origin of any content transmitted through the website;

Post content or material that oppresses, degrades, aggravates, or intimidates a person/group of individuals because of religion, sexual orientation, age, race, ethnicity, gender, or disability;

Upload, post, transmit or provide any content that you do not have a right to make available; and/or

Make, store or transfer electronic duplicates of materials that are protected by copyright without the consent of the owner.

If you are found to breach any of the provisions of these terms, you will be held solely responsible for any legal costs and losses arising out of your breach. We may terminate your use of the site without any prior warning if you breach any of these terms.

8. Links to third party sites & linking to our site

For user convenience, we may provide third parties links on the website to other websites and resources. You are warned not to take the inclusion of such hyperlinks as Employment Asset Ltd's endorsement of the content, products procedures, and/or services, of that third party website, except we precisely state so. Thus, we shall not be accountable or liable for any products, advertising, content, or any other material on or obtainable from such third party sites or resources. Your access and use of such third party sites is entirely at your own risk, and we advise that you read linked websites' terms and conditions and other policies before using them.

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link to our site in any website that is not owned by you. Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page. We reserve the right to withdraw linking permission without notice. The website in which you are linking must comply in all respects with the content standards set out in our Acceptable Use Policy below. If you wish to link to or make any use of content on our site other than that set out above, please contact info@legalasset.co.uk.

9. Agency agreement

As a prospective employer, we will allocate an Employment Asset Ltd consultant to provide his/her services to you during the hiring process when you request a specific resume from our database.

You hereby by this agreement appoint and engage Employment Asset Ltd as a lawful agent and representative to perform these services described hereunder (if required);

Identification of suitable candidates

Reference and background checks

Further testing

Interviews

Evaluation

Hiring

You agree that you will be liable to pay a flat recruitment fee of £995 + VAT following the placement of the candidate in your business.

This contract shall commence when a candidate has accepted your CV request through <u>www.legalasset.co.uk</u> or if we provide you with a Curriculum Vitae. Once the hiring process is complete, we shall no longer be duty bound to provide further services to you.

The parties hereby agree that Employment Asset Ltd will work on a non-exclusive basis and may engage in any other Services for any other company during the terms of this agreement.

10.WARRANTY DISCLAIMERS

WE PROVIDE THE WWW.LEGALASSET.CO.UK WEBSITE ON AN 'AS IS AND AS AVAILABLE' BASIS ONLY WITHOUT ANY WARRANTIES OR REPRESENTATION OF ANY KIND, WHETHER DIRECT OR IMPLIED. EMPLOYMENT ASSET LTD, TO THE FULLEST DEGREE PERMITTED BY LAW, DISCLAIMS ALL WARRANTIES, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, TITLE, SUITABILITY, NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS, AND FITNESS FOR A PARTICULAR PURPOSE. EMPLOYMENT ASSET LTD MAKES NO REPRESENTATION ABOUT THE ACCURACY, COMPLETENESS, RELIABILITY, OR TIMELINESS OF THE WEBSITE.

WITHOUT LIMITATION ON THE FOREGOING, WE DO NOT WARRANT THAT THE WEBSITE WILL RUN ERROR-FREE OR THAT IT IS FREE OF COMPUTER VIRUSES OR OTHER TECHNOLOGICALLY INJURIOUS MECHANISMS.

EMPLOYMENT ASSET LTD GIVES NO ASSURANCES OR GUARANTEES REGARDING THE ACCURACY, HONESTY, LEGALITY, COMPLETENESS, RELIABILITY OR TIMELINESS OF ANY DOCUMENTS POSTED BY USERS, OR OF ANY OTHER FORM OF COMMUNICATION ENGAGED IN BY USERS. DOCUMENTS MAY CONTAIN INACCURACIES OR TYPOGRAPHICAL ERRORS. YOU AGREE THAT ANY DEPENDENCE ON DOCUMENTS (INCLUDING RESUMES) POSTED BY USERS, OR ON ANY OTHER KIND OF COMMUNICATION WITH USERS, IS AT YOUR OWN RISK.

EMPLOYMENT ASSET LTD MAKES NO REPRESENTATIONS REGARDING THE CONTENT OF THE WEBSITE, INCLUDING, BUT NOT LIMITED TO, INACCURACIES, BROKEN LINKS OR TYPOGRAPHICAL ERRORS. WE ALSO MAKE NO REPRESENTATIONS OR GUARANTEES REGARDING THE EFFECTIVENESS OF OUR SERVICES OR THE ABILITY OR TIMELINESS OF THE SERVICE IN MEETING YOUR EMPLOYMENT GOALS.

EMPLOYMENT ASSET LTD DOES NOT IN ANY WAY GUARANTEE THAT OUR SERVICES WILL RESULT IN CANDIDATES BEING HIRED, IN EMPLOYEE POSITIONS BEING FILLED OR THAT SUCH EMPLOYEES WILL BE RETAINED. WE ARE NOT IN ANY WAY RESPONSIBLE OR ANSWERABLE FOR ANY BUSINESS, HIRING, SALARY AND/OR EMPLOYMENT DECISIONS, FOR WHATEVER REASON MADE, MADE BY YOU.

YOU HEREBY ASSUME AND BEAR ALL RESPONSIBILITY AND RISK FOR YOUR USE OF WWW.LEGALASSET.CO.UK, THE INTERNET GENERALLY, AND THE DOCUMENTS THAT YOU POST, PROVIDE OR ACCESS AND FOR YOUR CONDUCT ON AND OFF THE WEBSITE.

YOU ARE NOT TO RELY OR DEPEND UPON ANY ADVICE RECEIVED THROUGH THIS WEBSITE AS THE BASIS FOR MAKING PERSONAL, FINANCIAL OR LEGAL DECISIONS.

WE WILL UNDER NO CIRCUMSTANCES BE LIABLE TO ANY WWW.LEGALASSET.CO.UK USER FOR ANY DIRECT, UNINTENDED, DISCIPLINARY, INCIDENTAL, UNUSUAL, CONSEQUENTIAL DAMAGES INCLUDING BUT NOT NARROWED TO DAMAGES FOR LOSS OF USE, PROFITS OR DATA, ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OR PERFORMANCE OF THIS WEBSITE; WITH THE PROVISION OF OR FAILURE TO PROVIDE SERVICES; WITH THE DELAY OR INABILITY TO USE THIS WEBSITE; FOR ANY USAGE OF THE CONTENT, OR ANY OTHER INFORMATION OR SERVICE FOUND ON THE WEBSITE; AND FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THIS WEBSITE, OR OTHERWISE RESULTING FROM THE USE OF THIS WEBSITE, WHETHER BASED ON TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE, EVEN IF WWW.LEGALASSET.CO.UK HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.

FOR THE JURISDICTIONS THAT MAY NOT ALLOW THE EXCLUSION OF CERTAIN DAMAGES, SOME OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU. YOUR SOLE REMEDY AGAINST WWW.LEGALASSET.CO.UK FOR ANY DISSATISFACTION IS TO STOP USING THE WEBSITE.

11.<u>Severability</u>

If any portion of this agreement is determined by a relevant court of law to be invalid or unenforceable pursuant, then the unenforceable or invalid provisions will be considered succeeded by a valid, enforceable provision that closely reflects the intent of the original provision. The remainder of the agreement shall be valid and continue to be in effect.

12.<u>Governing law</u>

This user agreement is interpreted in accordance with the applicable laws of the UK. Its courts shall have exclusive jurisdiction over any proceedings arising out of this agreement.

13.Indemnification

You hereby agree to protect and hold Employment Asset Ltd, its owners, associated companies, managers, officers, directors and employees blameless against all liabilities, damages, charges, legal costs and fees and all other expenditures related to any claims or legal actions brought against Employment Asset Ltd as a result of your breach of any portion of this agreement or any other liabilities arising out of your use of this website.

14.<u>Your right to cancel</u>

You have the right to cancel your account with www.legalasset.co.uk at any time. We will however retain a copy of your resume and any additional information you provide to us until you delete it or close your account with us.

In the event that you choose to delete your resume and other details, Employment Asset Ltd will not retain a copy in our database and will no longer make such resume available to employers. We are however unable to control employers' storage of your resume and details.

15.<u>Entire agreement</u>

You agree that these terms and conditions, as well as every other material referenced within them are the entire agreement between you and Employment Asset Ltd with respect to our website and services. They succeed all other

communications (whether spoken, written, or electronic) between you and Employment Asset Ltd concerning our services and will govern our future relationship.