

CAREERS CENTRE TERMS OF USE

UCLan (“we”, “us” or “our”) has authorised you (“you” or “your”) to access certain career development resources (the “Services”) which utilise a technology platform provided by Abintegro Limited. The following Terms of Use (“Terms of Use”) apply to your access to and use of the Services, which we may make available through this website and the mobile app, and are separate from, and additional to, the user terms which relate to the use (if any) of the app itself.

1. YOUR ACCEPTANCE OF THESE TERMS OF USE

- (a) The Services are made available to you free of charge by us. If you have any question about these Terms of Use, please contact the careers team by email at: careers@uclan.ac.uk
- (b) By using the Services, you confirm that you acknowledge that our privacy notice for individual users (available at https://www.abintegro.com/legal/client-policies/wtf08l0ZWoqak3n6zUow/UCLan_CareerEDGE_Privacy_Policy.pdf) (“Privacy Notice”) applies to you and you accept these Terms of Use and agree to abide by them. If you do not agree with these Terms of Use or do not understand them, you should cease using the Services immediately.
- (c) We have the right to change or modify these Terms of Use at any time. The latest Terms of Use will be available in the careers centre.

2. ACCESS TO, AND AVAILABILITY OF, THE SERVICES

- (a) You must register with us to use the Services.
- (b) You may access the Services only in accordance with these Terms of Use.
- (c) We may refuse access to the Services if you are in breach of these Terms of Use and may modify or terminate the Services in accordance with our agreement with Abintegro Limited without notice, at any time.,
- (d) The Services are provided on an as-is and as-available basis, with no warranty of any kind, express or implied, including as to fitness for any particular purpose. We do not guarantee that the Services will be free from error, omission or defect.
- (e) We will use reasonable endeavours to ensure that the Services are available for use at all times. However you acknowledge the Services are provided over the internet and mobile networks and so the operation and availability of the Services may be affected by factors outside of our control at any time for any reason. Abintegro Limited may also occasionally need to carry out repairs, maintenance or introduce new facilities and functions which results in the Services being temporarily unavailable. We therefore do not guarantee that use of or access to the Services will always be available and/or uninterrupted.

3. USING THE SERVICES

- (a) You agree:
 - (i) that the Services are for your personal and non-commercial use only;
 - (ii) that you are responsible for keeping your own account password secret and secure;
 - (iii) you are solely responsible for your content of any type that you use or display on or via the Services;
 - (iv) that you are solely responsible for any decisions or actions you take based on any information made available to you through your use of the Services;
 - (v) that you will remove within 24 hours any of your content on the Services that we reasonably ask you to remove; and
 - (vi) you are responsible for all use of the Services under your name or account.
- (b) You shall not:
 - (i) use the Services for any commercial or non-personal purpose;
 - (ii) modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell or re-sell the Services;
 - (iii) access, monitor or copy the Services using any robot, spider, scraper or other automated means or any manual process for any purpose without our and Abintegro Limited’s express written permission;
 - (iv) rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Services;
 - (v) permit the Services or any part thereof to be combined with or incorporated in, any other programs;

- (vi) provide or otherwise make available the Services in whole or in part (including but not limited to program listings, object and source program listings, object code and source code), in any form to any third party;
- (vii) reverse engineer, disassemble, alter, de-compile, copy, transfer, exchange, modify, sub-license, extract any data or metadata from, create derivative works of any kind whatsoever from, distribute or provide others with the Services or any part of them;
- (viii) take any action that in using the Services imposes, or may impose, at our discretion, an unreasonable or disproportionately large load on our infrastructure or in any other way unreasonably degrades the performance of our infrastructure;
- (ix) carry out any harmful or illegal activities using the Services, or any activities which are in breach of these Terms of Use;
- (x) post any content on the Services that you do not own or otherwise have not obtained permission to use, or which contains any violent, nude, partially nude, discriminatory, unlawful, infringing, hateful, pornographic or sexually suggestive content;
- (xi) use the Services for any illegal or unauthorised purpose and you agree to comply with all laws, rules and regulations applicable to your use of the Services and our policies and regulations governing the use of the University network and systems; or
- (xii) interfere with or disrupt the Services or servers or networks connected to the Services, including by transmitting any worms, viruses, spyware, malware or any other code of a destructive or disruptive nature nor inject content or code or otherwise alter or interfere with the Services in any way

4. RIGHTS OF OWNERSHIP

- (a) Abintegro Limited (or its licensors where applicable) own all intellectual property rights including trademarks, copyrights, database rights and other know-how rights (registered or unregistered) of any nature in the Services and all the underlying software code, together with all development, improvements, upgrades or enhancements to each of them. All such rights are reserved.
- (b) You have no rights in, or to, the Services other than the limited right to access and use the Services, in accordance with these Terms of Use.
- (c) You represent and warrant that: (i) you own the content posted by you on or through the Services or otherwise have the right to grant the rights and licenses set out in these Terms of Use; (ii) the posting and use of your content on or through the Services does not violate, misappropriate or infringe on the rights of any third party, including, without limitation, privacy rights, publicity rights, copyrights, trademark and/or other intellectual property rights; and (iii) you have the legal right and capacity to accept these Terms of Use.

5. LINKS TO THIRD PARTY SITES

The Services may contain hyperlinks to websites operated by third parties. Such hyperlinks are provided for your reference only. We do not control such websites and we are not responsible for the contents or your use of them. Our inclusion of hyperlinks to such websites does not imply any endorsement of the material on such websites or any association with their operators, and your use of such material will be governed by each relevant third parties' terms of use and privacy policy.

6. SUSPENSION/TERMINATION

- (a) We may suspend or terminate your access to the Services immediately if:
 - (i) we reasonably consider that any unauthorised or improper use by you is being made of the Services
 - (ii) we consider that you have used the Services in violation of these Terms of Use
 - (iii) we have a legal or regulatory obligation imposed on us to do so
 - (iv) our agreement with Abintegro Limited to provide the Services terminates for any reason
- (b) Where we suspend or terminate access to the Services, other than under clause 6(a)(iv), we shall notify you as soon as reasonably practicable of the reasons for suspension and the extent of any suspension. If we suspend any use of the Services in this way, the Services will not be restored until we receive an acceptable assurance from you that there will be no further contravention.
- (c) You may terminate your access to the Services by ceasing to use them.
- (d) Upon termination for any reason, all rights granted to you under these Terms of Use shall cease.

7. MISCELLANEOUS

- (a) These Terms of Use do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms of Use.
- (b) Nothing in these Terms of Use intends to deprive you of any rights you may be granted under applicable mandatory laws (including mandatory consumer protection laws where applicable).
- (c) Each of the provisions of these Terms of Use operates separately. If any court or competent authority decides that any provision is illegal, invalid or unenforceable, the other provisions will remain in full force and effect, and such provision will be replaced with a valid and enforceable provision which achieves to the greatest extent possible the same effect as would have been achieved by the illegal, invalid or unenforceable provision.
- (d) Except to the extent applicable law, if any, provides otherwise, these Terms of Use are governed by and construed in accordance with the laws of England and Wales without regard to its conflict of law rules, and the courts of England and Wales shall have exclusive jurisdiction over any dispute that may arise between you and us in relation to these Terms of Use.