

FITERNITY - TERMS OF USE

We are Digital Connexions Limited trading as “Hiryzr”, a company registered in Scotland with a company number of SC447870 and a registered address of 163 Bath Street, Glasgow, G2 4SQ, Scotland (hereafter ‘we’ or ‘us’). These are the terms of use which govern your use of our training, work placement and employment opportunity application which we call ‘Hiryzr’ (**‘Hiryzr’**). **Welcome!**

PART A: FITERNITY

- 1 The Platform:** Hiryzr is an online platform, accessible through a downloadable app, which enables registered users (**‘Users’** or **‘you’**) to explore training, work placement and employment opportunities with our providers (**‘Providers’**).
- 2 These Terms:** These terms of service (the **‘Terms’**) form a legally binding contract between you and us. If you disagree with these Terms you can cease using Hiryzr at any time and/or close your Account with us. Words which are capitalised and in bold shall have the same meaning throughout these Terms.
- 3 Privacy & Cookies Policy:** The information we collect from you and the ways in which we use it is covered in our Privacy and Cookies policy. The Privacy and Cookies policy forms part of these Terms and by agreeing to these Terms you are deemed to accept the Privacy and Cookies policy.
- 4 Changes to these Terms:** We may update these Terms from time to time. We will notify you of such changes via a suitable announcement on Hiryzr or by email. The changes will apply to the use of Hiryzr after we have given notice. If you do not wish to accept the revised or new Terms you should stop using Hiryzr.

PART B: YOUR ACCOUNT

- 5 Accounts:** To use Hiryzr and to enable us to administer your use of Hiryzr you must register an account (an **‘Account’**) with Hiryzr. To be eligible to register an Account you must:
 - be 13 years of age or over and be able to enter into binding contracts under English Law or the parent, legal guardian or school teacher of a person who is under 13 years of age on whose behalf you are using Hiryzr and be able to enter into binding contracts under English Law;
 - be legally entitled to own the device you are using to access and use Hiryzr;
 - provide information to us that is true and accurate and that you will update when necessary;
 - not previously have been banned or blocked from using Hiryzr; and
 - ensure the account you have registered is your only account on Hiryzr.
- 6 Technical Requirements:** It is your responsibility to ensure that you have an appropriate device/web browser and any other technical requirement in place to access and use Hiryzr. You are responsible for the costs you incur in accessing Hiryzr, including Internet/mobile use charges.
- 7 Rejection of registration:** We may reject any application for an account and to withdraw access to Hiryzr to anyone for any reason, at our sole and absolute discretion. We may at any time and for any reason (taking any required technical or legal steps) terminate or suspend any Account or use of Hiryzr.
- 8 Passwords:** You are responsible for maintaining the security of your password. You may not tell anyone else your password.

- 9 **Changes to Hiryzr:** We give no warranty, representation or undertaking that a particular feature or function of Hiryzr will be available at any given time and reserves the right to cease to offer Hiryzr or any feature of it without notice to you.
- 10 **International Use:** We make no promise that materials in Hiryzr are appropriate or available for use in locations outside the United Kingdom. If you choose to access Hiryzr from locations outside the United Kingdom, you do so at your own risk and you are responsible for compliance with local laws. The features and functions of Hiryzr may vary from jurisdiction to jurisdiction.

PART C: YOUR USE OF HIRYZR

- 11 **Licence to use Hiryzr:** We hereby grant you a non-exclusive, non-transferable, licence to access Hiryzr and to use it for its intended purpose of exploring and taking up potential training, work placement and employment opportunities with Providers whilst you have an Account with us. Your use of Hiryzr is subject at all times to your compliance with these Terms. You may view, retrieve and display the content of Hiryzr on a computer screen or other device which connects to the internet or print one copy of such content for your own personal, non-commercial use, provided you: (a) keep intact all and any copyright and proprietary notices; and (b) do not otherwise reproduce, copy, distribute, resell or otherwise use it for commercial purposes.
- 12 **Intellectual Property:**
- a Hiryzr and its content (including all articles, photographs, images, text, fonts and designs) are owned by us and our licensors and are protected by copyright, trade marks (both registered and unregistered), database rights, design rights and other intellectual property rights.
 - b Any material you send or post to Hiryzr shall be considered neither confidential nor proprietary. We shall have no obligations with respect to such material and shall be free to host, display and otherwise use such material for any purpose anywhere in the world.
 - c By using Hiryzr under licence or having an Account you do not acquire any intellectual property rights in Hiryzr, whether implied or expressed. You may not use any of the intellectual property rights in Hiryzr, other than in accordance with the rights granted under paragraph 12(a) above.
- 13 **Hiryzr is not a Provider:** Hiryzr is a platform which helps you to get closer to Providers and to get updates from them and to take advantage of training, work placement and employment opportunities Providers offer. Hiryzr facilitates your interaction with Providers. We are not a Provider ourselves and we merely provide a platform that is passive and neutral and acts in a way that is technical and automated. Therefore, we are not responsible for any offers or information which you receive or uptake from Providers. Whilst we use reasonable endeavours to ensure our Providers are credible and upstanding organisations we do not give any indication or guarantee regarding their services, any offers from Providers or information from Providers. We have no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship with Providers.
- 14 **Feedback:** The option of leaving feedback is provided as part of Hiryzr, and you may leave feedback on the Providers and their services. Such feedback must be an honest and true reflection of your opinion of Providers and their services. Such feedback may be removed from Hiryzr at any time.
- 15 **Use of the Online Messaging Facility:** Hiryzr includes an online messaging facility which allows you to communicate with Providers. You agree not to use the online messaging facility:
- a to send or post any harassing, defamatory, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable material;

- b** in any way that is fraudulent, false, deceptive, misleading, or deceitful, or has that purpose or effect;
- c** to interfere with any other person's use or enjoyment of Hiryzr;
- d** to send or post any materials which contain viruses, trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or code design to adversely affect the operation of any computer software or hardware;
- e** to send or post any unsolicited or unauthorised advertising or promotional materials (e.g. any spam);
- f** in any way that constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in any country in the world;
- g** in any way that infringes any patent, trade mark, trade secret, copyright or other intellectual property or proprietary rights of any party, or content that you do not have a right to make available under any law or under contractual or fiduciary relationships;
- h** for any other purpose which we decide is not permitted; or
- i** instruct, assist or advise any other person to perform the acts prohibited in paragraphs 16(a) to 12(h).

16 Third Party Links: Certain links, including hypertext links, from Hiryzr may take you outside the application. This does not imply endorsement by us of the linked site, its operator or its content. You acknowledge that we do not control the content on such websites and does not guarantee the accuracy, integrity or quality of such content. Such sites may be governed by their own terms and privacy and cookies policies.

PART D: LIMITATIONS AND EXCLUSIONS OF LIABILITY

- 17 Nothing in these Terms shall operate to exclude our or Providers' liability for death or personal injury caused by our negligence, fraudulent misrepresentation or any other category which cannot be restricted by law.
- 18 Subject to paragraph 17, neither we nor any Provider shall be liable in respect of:
 - a indirect, general, special, compensatory, consequential and/or incidental loss or damage;
 - b loss of profit, anticipated profit, revenues or anticipated savings, loss of goodwill or business opportunity, or wasted management time;
 - c loss or damage to your device caused by viruses, bugs or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of Hiryzr;
 - d any loss or damage arising out of in connection with the relationship between Providers and Users of Hiryzr; and
 - e any loss or damage arising out of or in connection with any Users' breach of these Terms.
- 19 Subject to paragraph 17, our liability to Users or to any third parties is limited to £100.
- 20 Subject to paragraph 17, while we endeavour to ensure that the information on Hiryzr is relevant, accurate, complete and up to date, we do not give any warranty or guarantee as to the accuracy, completeness, currency or reliability of any of the material on Hiryzr (including, but not limited to, the content and content uploaded by Providers) or that any such material will meet your requirements. The express terms of these Terms are in place of all warranties, representations, conditions, terms, undertakings and obligations which but for these Terms would be implied or incorporated by any collateral agreement, statute, common law, custom, trade usage, course of dealing or otherwise, all of which are excluded to the fullest extent permitted by law.
- 21 Subject to paragraph 17, we make no promise that Hiryzr will meet your requirements. We cannot guarantee that Hiryzr will be fault-free. If a fault occurs with Hiryzr you

should report it to enquiries@hiyrzr.com and we will attempt to correct the fault as soon as we reasonably can. Your access to Hiryzr may be occasionally restricted to allow for repairs, maintenance or the introduction of new facilities or services. We will attempt to restore Hiryzr as soon as we reasonably can. We will not be liable to you if for any reason Hiryzr is unavailable at any time or for any period. Access to Hiryzr may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond our control. We may also need to modify or maintain Hiryzr at any time.

22 We shall not be responsible for any breach of these Terms caused by circumstances beyond our reasonable control.

23 You agree that each of these exclusions and limitations is reasonable having regard to the nature of Hiryzr.

PART E: APPLICABLE LAW AND INTERNATIONAL USE

24 **Law and Jurisdiction:** These Terms, any collateral contract and any dispute arising out of or in connection with the same shall be governed by and construed in accordance with English law. Any disputes arising out of or in connection with these Terms shall be subject to the non-exclusive jurisdiction of the English courts.

25 **Severability:** If any provision in these Terms is, in whole or in part, held by a court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable under any enactment or rule of law then that provision or part thereof shall to that extent be deemed not to form part of these Terms and the enforceability and validity of the remainder of these Terms shall not be affected.

26 **Dealings in Rights and Obligations:** You may not assign, sub-license, transfer or charge any of your rights or obligations under these Terms. We may subcontract or assign any of our obligations under these Terms.

27 **Complaints and disputes:** If you:

- a have any concerns about content which appears on Hiryzr, from your use of Hiryzr or our Classes generally;
- b have concerns about any Provider or their content; or
- c believe that any act or omission by any other User is in breach of applicable law, for example, if you believe you are the subject of a defamatory statement or if you believe any User infringes third party intellectual property rights;

please contact enquiries@hiyrzr.com immediately and we will then consider your concern and decide whether to take action. We are under no obligation to oversee, monitor or moderate the use of Hiryzr and interactions between Providers and Users

and generally do not do so. We will endeavour to inform you of the outcome of its review within a reasonable time of receiving your complaint.