

## Within People – Terms of Use

### 1. INTRODUCTION

- 1.1. These terms of use (**Terms**) apply to the Within People website at (<https://www.withinpeople.com/>) (the **Website**) and our online culture check tool (the **Survey Tool**) (the Website and Survey Tool together, the **Services**).
- 1.2. Please read these Terms carefully as they set out the basis on which you may access and/or use our Services and all associated features, content, materials, data and information made available to you from within them (**Content**). Please also see our **Privacy Notice** ([www.withinpeople.com/privacy-notice](https://www.withinpeople.com/privacy-notice)), which sets out details of how we will process your personal information.
- 1.3. By accessing and/or using our Services you are confirming that you have read these Terms and that you agree to comply with them. If you do not agree to the Terms, you should not use our Services.
- 1.4. We may revise these Terms at any time. Any changes made to these Terms will be applicable from the date when you next access our Services, please therefore ensure you read these Terms each time you access them. If you do not accept any new Terms we make available, then you should not use our Services.

### 2. ABOUT US AND CONTACTING US

- 2.1. Our Services are operated by Within People Limited, a company incorporated under the laws of England and Wales under company number 08806790 with its registered office at 230 The Circle, Queen Elizabeth Street, London, SE1 2JN (**we, us, our**). Our VAT number is 177 4822 75.
- 2.2. If you would like to contact us for any reason in connection with our Services, please contact us at [www.withinpeople.com/contact](https://www.withinpeople.com/contact).

### 3. AGE LIMITS

The Services are intended to be accessed and/or used by persons who are at least 18 years old. If you are under 18 years old, please do not access and/or use the Services. By accessing and/or using the Services, you are confirming to us that you are at least 18 years old. Your ability to access and/or use the Services may be terminated without warning if we have any reason to believe that you are younger than 18 years old.

### 4. ACCESS TO AND USE OF OUR SITES

- 4.1. When using our Services you agree that you will:
  - (a) only use our Services in accordance with any parameters and specifications that we have made available to you from time to time;
  - (b) unless specifically requested by us, not use the Services to share with us any information which directly or indirectly may identify yourself or any other individual (including without limitation any “personal data” and/or any “personally identifiable information” or “PII”);
  - (c) not reverse engineer, decompile, disassemble or otherwise attempt to obtain our Services’ source code, other than as permitted by applicable law;
  - (d) not copy, display or otherwise use the Content outside of the applicable Services;

- (e) not use software (including any spider, scraper or bot) to monitor, harvest or copy any Content from our Services;
  - (f) not use, or encourage, promote, facilitate or instruct others to use, our Services for any illegal, harmful, fraudulent, infringing or offensive use, or to transmit, store, display, distribute or otherwise make available content that is illegal, harmful, fraudulent, infringing or offensive;
  - (g) not use the Services to bully, insult, intimidate or humiliate any person;
  - (h) not use the Services to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); and/or
  - (i) not use our Services to violate the security or integrity of any network, computer or communications system, software application, or network or computing device.
- 4.2. We reserve the right, but do not assume the obligation, to investigate any violation of these Terms or misuse of our Services and we may remove, disable access to, or modify any content that violates the Terms or any other agreement we have with you for use of our Services.
- 4.3. You are responsible for ensuring that all persons who access our Services through your internet connection are aware of these Terms and other applicable terms and conditions, and that they comply with them.
- 4.4. If you breach (or we reasonably suspect that you have breached) any provision of these Terms, your authorisation to access and/or use the Services may be suspended or terminated. You must promptly report any breach of these Terms to us.
- 4.5. You agree to comply with all reasonable instructions that we may give you regarding your use of the Services. You agree that we may delete any information, data and/or other materials you may have uploaded to any of the Services that does not comply with these Terms.
- 4.6. You acknowledge that all Content is confidential and proprietary to us and, as such, you will keep all such Content confidential and will not use or display any Content outside of the Services.
- 4.7. You must not misuse our Services by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Services, the server on which our Services are made available or any server, computer or database connected to our Services. You must not attack our Services via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Services will cease immediately.

## **5. UPLOADING CONTENT AND DATA TO THE SERVICES**

You retain all of your ownership rights in any content, materials or data that you upload to the Services, but you grant us and our service providers a worldwide, non-exclusive, royalty-free, transferable licence to use, reproduce, store, distribute, prepare derivative works of, display and copy that content in connection with the Services and so that we can provide the Services.

## **6. MAINTENANCE AND SUPPORT**

- 6.1. We do not guarantee that our Services, or any Content on them will always be available or be uninterrupted. You understand that we may suspend, withdraw or restrict the availability of all or any part of our Services at any time for any reason or no reason without notice or liability to you.
- 6.2. If we plan to discontinue any or all of the services or features available on the Services, we will endeavour, but are not obliged, to notify you of such discontinuance reasonably in advance of the date on which such discontinuance takes effect.

## **7. INTELLECTUAL PROPERTY RIGHTS**

- 7.1. We are the owner or licensee of all intellectual property rights in our Services and Content and other materials that are made available through them.
- 7.2. You may print off, download or copy extracts of any of the Content made available through our Services for any non-commercial or personal use or as otherwise expressly permitted by any copyright exceptions that are available to you under applicable law.
- 7.3. You must not use of any of the Content made available through our Services for any commercial purpose without first obtaining a license to do from us or our licensors.
- 7.4. If you copy or use any part of our Services and/or Content in breach of these Terms, your right to use our Services and Content made available through them will cease immediately and you must, at our option, return or destroy any copies that you have made of our Services or Content made available through them.
- 7.5. Our trade marks and trade names belong to us and you are not permitted to use them in any way without our approval.

## **8. LIABILITY**

- 8.1. Except as expressly provided in these Terms, our Services and Content made available through them are provided on an "as is" basis. We do not make any representation or warranty of any kind, either express or implied (whether by common law, custom, statute or otherwise) in relation to our Services or Content made available through them including, without limitation, any warranties in relation to fitness for a particular purpose or in relation to quality, completeness, accuracy, reliability or non-infringement.
- 8.2. We do not guarantee that our Services will always be available, be uninterrupted, secure or free from bugs or viruses, nor that our Services or any Content will be free from errors or omissions.
- 8.3. We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with: (i) use of, or inability to use, our Services or any Content; or (ii) use of or reliance on any Content.
- 8.4. In particular, we will not be liable for: (i) loss of profits, sales, business, or revenue; (ii) business interruption; (iii) loss of anticipated savings; (iv) loss of business opportunity, goodwill or reputation; or (v) any indirect or consequential loss or damage.
- 8.5. Nothing in these Terms excludes or limits our liability for death or personal injury arising from our negligence, for fraud or fraudulent misrepresentation, or any other liability that cannot be excluded, disclaimed or limited by applicable law.

## **9. LINKS TO AND FROM THE SERVICES**

- 9.1. Where the Services contain links to other sites, products, tool, services and resources provided by third parties (**Third Party Services**), these links are provided for your information only. Such links should not be interpreted as approval by us of those Third Party Services or information you may obtain from them. We have no control over the contents of the Third Party Services.
- 9.2. You may link to the Services, provided you do so in a way that is fair and legal and does not damage or take advantage of our reputation. The website, platform or service from which you are linking must comply in all respects with applicable laws. You must not establish a link in such a manner that suggests endorsement, association or approval on our part where none exists. We reserve the right to withdraw linking permission without notice.

## **10. TERMINATION**

- 10.1. We reserve the right to change, edit, suspend, delete and/or cancel any part of our Services (and/or your access to them) at any time with or without notice to you.
- 10.2. On termination of these Terms for any reason: (a) all rights granted to you under these Terms will immediately cease; (b) you must immediately cease all activities authorised by these Terms; and (c) you acknowledge that we may restrict your access to our Services.
- 10.3. When your use of our Services ceases, any provision of these Terms that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

## **11. GENERAL**

- 11.1. You acknowledge that these Terms are not intended to be for the benefit of, and will not be exercisable by, any person who is not a party to them.
- 11.2. You may not assign, sub-license or otherwise transfer any of your rights or obligations under these Terms to any other person without our prior written consent.
- 11.3. If we decide not to exercise or enforce any right that we have against you at a particular time, then this does not prevent us from later deciding to exercise or enforce that right.
- 11.4. If any part of these Terms is found to be illegal, invalid or otherwise unenforceable by a court or regulator, then, where required, that part shall be deleted from these Terms and the remaining parts of these Terms will continue to be enforceable.
- 11.5. These Terms and any dispute arising out of or in connection with them (including any non-contractual claims) shall be governed by and construed in accordance with English law and you agree to submit to the exclusive jurisdiction of the English courts.

Terms last updated on **29 May 2020**