

# Text4jobs uk Limited Services

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## TERMS AND CONDITIONS OF USE

The company Text4jobs Limited will be referred to below in an abbreviation of t4j. All references to t4j mean Text4jobs uk Limited. The information below tells you how you may use the t4j website and other services provided by t4j.

Please read these terms and conditions (the "Terms") carefully before using t4j's services.

Please note that t4j updates these Terms from time to time so please review them regularly. These terms were last updated on 16<sup>th</sup> August 2018.

### IF YOU ARE LOOKING FOR WORK:

You agree that on our receipt of your text request we will send you 10 texts in total which are free. The text request you send will be charged at your network's standard rate.

### IF YOU ARE LOOKING FOR WORK: YOUR RIGHT TO:

Text T4J CLOSE

at any time after receiving one or more texts. On receipt of T4J CLOSE

you will not receive any further text messages for your previous request and no further network charges will be incurred

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### IF YOU ARE PLACING AN ADVERT FOR STAFF:

You agree that whatever advert you last activated/adjusted or edited will go live on the net for a period of 8 days. You agree that once activated you will be charged £9.00 in total, unless you have subscribed for the year. In this case no further charges for any adverts posted.

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IF YOU ARE PLACING AN ADVERT YOUR RIGHT TO: Stop your advert before 8 days have lapsed by contacting us.

## ABOUT THESE TERMS AND CONDITIONS

What do these Terms cover?

These Terms set out important information regarding your rights and obligations, and the restrictions that may apply, when you: use any of our services: for these purposes, our services include (but are not limited to) the provision of online content, online social media and/or interactive applications, audio visual content, text, photographs, forums, advertising and any similar service that we currently provide or make in the future.

Access any of our platforms or devices (the "Platforms"): our Platforms include (but are not limited to) the internet (including but not limited to the website t4j and all its sub-domains (the "Website")); other media platforms and software applications (which, for example, may enable you to view and use our content and/or services over a mobile or WIFI network. other portable or non-portable communication or other electronic device; and any similar platforms that we currently provide or make available in the future, (together referred to as ("Services")) References to "you" or "your" mean you as a user of the Services. References to "we", "us", "our" or "t4j" are to the provider of the Service, which is text4jobs uk Limited, a company registered in England & Wales with registered office at WHITTLE & CO Century House, North Station Road, Colchester, Essex CO1 1RE

Company No. 8082989 VAT Registration: Not registered if you have any questions, queries or complaints about these Terms or the Services, please contact us at the email or postal address given in the "Contact Details" Rjamest4j@gmail.com

Why should you read these Terms?

Please read these Terms (and any applicable third-party terms of use and privacy policies) carefully before using the Services. By accessing and continuing to use the Services, you agree to be legally bound by the version of these Terms in force at that time. If you do not agree with any of our Terms then you

should not use our Services.

Will these Terms change?

Please note that we may update and amend these Terms from time to time and the current version of these terms will be posted on the Website. The version of these Terms that is current at the time you use the Services will apply to your use of those Services. It is your responsibility to ensure you review these Terms regularly to familiarise yourself with any changes. Your use of the Services following any such changes will constitute your acceptance of the revised Terms.

Data Protection Terms: Please read our Privacy Policy and our Cookie Policy posted on our Website, which contain important information about how text4jobs uses any personal information about you that it receives through your use of the Services. If there is any inconsistency between these Terms and the terms of us Privacy and Cookie Policy, the Privacy and Cookie Policy will prevail to the extent of such inconsistency.

## RESPONSIBILITY FOR THE AVAILABILITY AND CONTENT OF SERVICES

Who is responsible for the availability and content of the Services? The Services are available to you by text4job.net our sole and absolute discretion. We may modify or withdraw Services, or the period during which they are available, at any time at our sole and absolute discretion. We may do this without notice to you. We have absolute editorial control over the Services

T4j uses text anywhere for their premium text service, this company complies with all regulations attaining to providing Premium text services. This company can be changed at any time without notification to you. Our aim is, we use the best company available to us at our own discretion.

### WHO CAN USE OUR SERVICES?

Who can use our Services?

Subject to the section below, you must be at least 16 years old to use our Services.

Can children use the Services?

If you are under 16 years old: you must have your parent's or guardian's permission before using our Services; and you must read these Terms with your parent or guardian to make sure you and your parent or guardian understand and agree to these Terms; and your parent or guardian must agree to these Terms on your behalf before you use our Services.

## Can I access the Services from anywhere?

Our Services may not be available in certain regions within the United Kingdom.

If the service is not available you must contact your network provider for access. The system only works in the United Kingdom

Do not text from abroad for UK jobs.

## YOUR RIGHTS AND OBLIGATIONS WHEN USING THE SERVICES

What must you comply with to use the Services?

If you comply with these Terms, any other applicable terms (including but not limited to our Privacy Policy and Cookie Policy and any applicable Additional Terms and Conditions and/or any specific usage rules that may be posted in relation to any material and content that you access via the Services and/or any third-party terms) and with all applicable laws and regulations, you may use the Services.

## What are your obligations?

By accessing any part of the Services (including any material or content made available by t4j via the Services), you agree that you will only use such Services: For your own personal, or commercial use; For lawful purposes; and in a manner which does not infringe the rights (e.g. copyright) of, or restrict or inhibit the use and enjoyment of these Services by, any third party.

You understand and accept that the hardware you use to access our Services may require certain software in order for the Services to work correctly and it is your sole responsibility to ensure that you have the

required software before accessing those Services. In order to use the Services, you may be required to obtain certain updates and/or upgrades to your hardware. You are solely responsible for any costs and/or fees associated with any such updates/upgrades to any hardware or software.

your violation of any applicable law or regulation when using the services. You promise to us that you are authorised to agree to these Terms and any other terms that apply to the use of our Services (including but not limited to our Privacy Policy and Cookie Policy and any applicable Additional Terms and Conditions and/or any specific usage rules that may be posted in relation to any material and content that you access via the Services and/or any third-party terms).

## RESTRICTIONS ON USING OUR SERVICES

What are the restrictions on using our Services?

By accessing any part of the Services (including any material or content made available by t4j via the Services), you agree that you will not: Use such Services to reverse engineer, de-compile, disassemble, copy, reproduce, communicate and/or make available to the public, republish, download, post, record, broadcast or transmit or use in any other way the Services (or any part thereof including but not limited to any content or software code) except as permitted by us;

Use such Services in any way that may lead to the encouragement, procurement or carrying out of any criminal or unlawful activity, or cause distress, harm or inconvenience to any other person;

Use such Services to in any way infringe the privacy or other rights of other users of the Services; Charge (whether directly or indirectly) others to use all or any part of the Services;

Commercialise or attempt to commercialise all or any part of the Services;

Permit or assist in any way any third party to use the material or content made available by t4j via the Services in an unlawful manner or in a manner which could infringe the rights of, or restrict or inhibit the use and enjoyment of the Services by, any third party;

Utilise 'plugin's' or any application(s), software or associated tool (s) which change the content of the Services; Do anything that may cause damage to the Services or our servers, systems or

equipment or those of third parties, nor access or attempt to access any users' data; Do anything that subjects the Services or t4j to any derogatory treatment or brings (or might bring) the Services or t4j into disrepute;  
misuse or do anything that disrupts all or any part of the Services, including but not limited to knowingly introducing software viruses, Trojans, worms or other material that may be technologically harmful;  
Attempt to circumvent any geo-blocking measures to access from anywhere outside the United Kingdom, all or any of our Services (including but not limited to the Website) that use "geo-blocking" measures to prevent you from accessing them from outside the United Kingdom

Attempt to or actually circumvent any software and/or technical measures we use to regionalise our Services within the United Kingdom in order to access all or any part of our Services that are not available within your region of the United Kingdom;  
Penetrate, remove or otherwise alter or interfere with any security measures that we use to protect the material and content made available via our Services, or attempt to do so or assist any other person in doing or attempting to do so; or State, suggest or in any way give the impression that you have any commercial relationship with us, or that you are our agent or that we have endorsed any submission you may make to any of our Services.

Do you need to register to use the Services?

You may be required to register your details for certain Services and open a user account that you can then use to access and log on to use those Services (your "t4j Account"). You may change or update your user name and password or other details at any time via your t4j Account. You promise that all information and details provided are true, accurate and up to date in all respects and at all times.

You are responsible for all activity that occurs under your user name and password.

You must keep any password confidential and we will not be responsible where your password is used by someone else. You

should notify us immediately of any unauthorised use of your t4j Account and any breach of security as soon as you become aware of it. T4j'S RIGHTS, OBLIGATIONS AND LIMITS ON LIABILITY

What are our rights in relation to your use of the Services?

We reserve the right to suspend, restrict or terminate your access to all or any part of the Services at any time at our sole and absolute discretion.

We may also permanently ban or temporarily suspend you from using the Services if you do not comply with these Terms or any other applicable terms, at our sole and absolute discretion.

What are our obligations and limits on liability? All of our Services are provided on an 'as is' and 'as available' basis. We cannot promise that our Services will be free from errors or omissions nor that they will be available uninterrupted and in a fully operating condition, or free from viruses or other harmful components. Not all of the features and functionality of the Services will be available on all devices. We make no guarantee that all or any features of the Services will work on any particular device. While we take reasonable precautions to prevent the existence of computer viruses and/or other malicious programs, we accept no liability for them.

The Services may be suspended temporarily and without notice for any reason including without limitation in the case of system failure, maintenance or repair or due to events reasonably beyond our control. Except as set out in the "Is payment required to use our Services" section below, we will not be liable to you or to any other person in the event that all or any part of the Services is unavailable, discontinued, modified or changed in any way.

Where you are required to obtain certain updates and/or upgrades to your hardware or software in order to use the Services, you are solely responsible for any costs and/or fees associated with any such updates/upgrades and we make no guarantees in respect of the compatibility of your hardware or software with the Services and/or any updates/upgrades.

In addition to other specific exclusions of liability set out in these Terms, we do not accept any liability for: Any damage or loss caused to you while using our Services in breach of these Terms, including but not limited to where you are using our Services for purposes other than your own personal, non-commercial use;

Any damage to your device or any software; Any loss of data that results from your use of the Services;  
Any loss of income, revenue, business, profits or contracts that results from your use of the Services;  
Any failure, suspension and/or termination of access to the Services and/or any content in connection with or arising out of an event which is outside our reasonable control (including but not limited to strikes, lock-outs or other industrial disputes, nuclear accident or acts of God, war or terrorist activity, riot, civil commotion, malicious damage, compliance with any law or government order, rule regulation or direction, accident or breakdown of plant or machinery, fire, flood, storm or default of suppliers, and where they are beyond our reasonable control, any other acts, events, omissions or accidents);  
Any claims brought against you by a third party except as stated in these Terms; and/or Any damage or loss caused to you where such damage or loss (i) is not reasonably foreseeable to you and us when you use the Services or (ii) is reasonably foreseeable to you and us but is only indirectly related to your use of the Services; in both cases including where the damage or loss results from our breach of these Terms.

Any content or other materials included in the Services do not, and are not intended to, amount to advice on which you should rely. Consequently, we do not accept any responsibility or liability for any actions or omissions that you may take in reliance on such content or materials. Nothing in these Terms will: Restrict your statutory rights as a consumer (including your rights to receive a reasonable standard of service, more details about which can be obtained from your local Trading Standards Office or Citizen's Advice Bureau); or Limit our liability for death or personal injury resulting from our negligence or our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, or other liability which cannot be excluded or limited under applicable law.

## **CREATIVE CONTENT AND INTELLECTUAL PROPERTY RIGHTS**

Who owns the intellectual property in the Services?

All copyright, trademarks, design rights, patents and other intellectual property rights (whether registered or unregistered) in the Services and all material or content made available by t4j via the Services

(excluding any User Generated Content (see below)) are and will remain at all times the property of t4j Who can use the intellectual property in the Services? The names, images and logos identifying us, companies in the t4j, our partners or third parties and our/their products and services contained in the Services are proprietary marks and may not be reproduced or otherwise used without our express permission. Nothing contained in these Terms grants you a licence or a right to use any copyright, trademarks, design rights, patents or other intellectual property right owned or controlled by t4j, its licensors or any third party, except to the limited extent necessary to receive the services. Can the content of the Services be copied? You may not copy all or any part of any materials or content made available by t4j via the Services except to the extent permitted in these Terms, or expressly by us, or at law. If the Services are accessed by an authorised person for or on behalf of an educational establishment for the non-commercial educational purposes of that educational establishment then, provided that the educational establishment:

Holds a current licence with the Educational Recording Agency (ERA); and Complies with these Terms, the non-commercial access to our Services permitted by these Terms will also apply to non-commercial educational use within the scope of the ERA licence held by that educational establishment.

Who is responsible for user generated content? The Services may incorporate certain content that is generated either by users of the Services (including you) or through third party applications/widgets (e.g. from “social media” platforms such as Face book or Twitter) “User Generated Content). You agree and acknowledge that: Our ability to control the User Generated Content is limited;

We do not endorse User Generated Content and cannot guarantee that it will meet the standards that

content produced by us would ordinarily meet; and

Any views expressed in User Generated Content do not necessarily reflect our views. Consequently, we do not accept any responsibility or liability for User Generated Content or any actions or omissions that you may take in reliance on it.

What additional terms apply to content submitted by you?

If you wish to submit any contribution to the Services or upload any content such as any text (including, for instance, on any chat rooms

or forums or on any classified pages), photographs, graphics, video or audio to the Services (“Submission”), you agree that any submission you make is subject to the following additional terms, except where expressly stated otherwise in any Additional Terms and Conditions that apply to a specific Service. You retain all ownership rights in any Submission you may make. You promise that your Submission is your own original work, and that you are the owner of any Submission you make or that you have all necessary licences, rights, consents, and permissions to authorise us to use your Submission. In particular, you promise that you have obtained the permission of all of the people featured or referred to in the Submission (and if they are under 18, the permission of their parents or guardians as well) to our use of the Submission on the Services. You agree to give us evidence of all such licences, rights, consents, and permissions if so requested by us. You acknowledge that the contents of any Submission material other than personal data will be considered non-confidential. By making a Submission to our Services, you grant us a licence (which means permission) to use, edit, reproduce, record, modify, translate, distribute, play, perform, make available to the other users of the Services, prepare derivative works of and to display your Submission by any medium or method whether now known or later developed to be exercised in our sole discretion throughout the world for the full term of copyright and other rights and all renewals and extensions thereof including, for the avoidance of doubt, the right to register any design rights and/or trademarks. You agree that this licence is: perpetual which means lasts forever; non-exclusive (this means you are free to grant this permission to other parties); royalty-free (which means we won’t pay for the permission either now or in the future); and transferable (which means we can transfer the licence to our group companies or any other third party) and you agree that we can sub-licence this license (which means we can grant an equivalent permission to our group companies or other third parties in respect of your Submission). You also agree to waive your “moral rights “in your Submission. You are responsible for the contents of any Submission you may make and the consequences arising from its use on our Platforms and/or as part of our Services. You will not upload any material or content which is in any way defamatory, obscene, unlawful, harmful, offensive or inappropriate

or infringes the rights of a third party or may have the effect of being harassing, threatening, abusive or hateful or that otherwise degrades or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age or disability. You agree not to infringe any laws in producing or making a Submission. You agree not to transfer files which contain viruses or other harmful programs. Further, you must not endanger yourself or others, or take any unnecessary risks in order to produce or make a Submission. You also agree not to advertise or promote third parties' or your own goods or services in any Submission, including but not limited to by way of the distribution of "spam" email. In particular, you agree not to use the Services to provide links to third party websites. We may accept, modify, withdraw or refuse to display your Submission at any time at our sole and absolute discretion.

We may do this without notice to you for any reason, including, without limitation, where we suspect your Submission to be in any way defamatory, obscene, unlawful, harmful, offensive, inappropriate or to infringe the rights of a third party. We have no obligation to modify or remove any inappropriate, offensive or unlawful User Generated Content or other content. Please note that we cannot accept any Submission containing any music, save where expressly permitted by us.

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Are my details kept safe? We use security measures to keep details you have provided to us safe but we advise that you never reveal to others via the Services any personal information about yourself or anyone else (for example: telephone number, home address or email address). You are entirely responsible for maintaining the confidentiality of your details when using our Services.

Is payment required to use the Services? We may require payment as a condition of the provision of some of our Services. If we do require payment we will make this clear. We will not commence the provision of those Services until you have indicated your agreement to payment of the required charge or charges. Nothing on our Platforms constitutes a formal offer to provide the Services. We may at any time decide not to provide the Services at all or we may change the basis on which we are willing to provide the Services. All items are subject to availability. Any prices displayed are subject to change at any time

unless we specifically state that they will apply for a particular length of time. Except if there has been an error, the price will be as stated on the Services and will not at this stage include VAT. We try to make sure our prices are accurate but if there has been an error we will usually reject your order and let you know that we have done so. We will not change the price of any Services after we have confirmed your order for the relevant Services. Payment methods are as specified on the relevant Services. If you provide us with credit or debit card details, you confirm that you are authorised to use that card.

By submitting a request to purchase our Services you will be submitting an offer to contract and we will only be deemed to have accepted your offer (and so create a legally binding contract between you and us) if we send you confirmation or if we start to provide the Services (for instance by commencing a download of digital content). Because of the nature of certain Services, the provision of the Services may commence immediately or shortly after you have placed your order. This will, for example (but not if we specifically state otherwise), be the case where the Services consist of providing downloads of digital content to you or allowing you to access our content (even if you do not in fact access or use that content). Consequently, you acknowledge and agree that, where the provision of the Services commences upon order confirmation, you will have no right to cancel your purchase (including without limitation under the Consumer Protection (Distance Selling) Regulations 2000). Furthermore, you agree that, following confirmation of your order, your purchase is final, non-exchangeable and non-refundable. If your item is faulty, incorrect or incomplete please contact us within a reasonable time of receipt of the item so that we can investigate and if appropriate arrange a replacement or refund (at our sole discretion). If you fail to notify us within a reasonable time, we will have no liability to you. If the Service that you are purchasing involves the download of a specific piece of content (for example an app or a contact) and, following confirmation of your order by us that content becomes unavailable or the completion of the download is unsuccessful as a result of our technological failure, your exclusive and sole remedy is either replacement or refund of the price paid, as determined by us. You agree that you will have no remedy against us if the download does not successfully complete as a result of any

factors outside of our reasonable control (including without limitation any technological failure of the device that you are using to ownload the content). Can you link to our Website? You may link your website to the home page of our Website, provided that you own that website and that you do so in a way that is fair, legal and does not take advantage of or damage our reputation and any such link is for non-commercial purposes. Any such link must not, suggest or in any way give the impression that you have any commercial relationship with us, or that we have approved or endorsed such link. You may not create a link to any part of our Website other than the home page. We reserve the right to withdraw permission to link to the home page of our Website at any time without notice at our sole and absolute discretion. You may not “deep-link” to pages beyond the home page without our express permission. Can you frame our Website? You may not frame our Website on other websites without our express permission.

### THIRD PARTY CONTENT AND SERVICES

Do third parties provide content and services on our Platforms?

Please note that certain pages and services provided as part of the Services are hosted, managed and operated by a third party.

Where this is the case it will be indicated on the Website and/or the relevant Service. The Services may contain links to other third-party websites, platforms and services through advertising or otherwise, and in certain circumstances our content may also be made available on third party services and platforms (“Distributed Content”). Who is responsible for third party content and services?

These third parties are companies wholly independent of us and are solely responsible for all aspects of any transaction you may make using such services. These third parties may have their own privacy policies and/or terms and conditions of use. Your use of such third-party websites and services will be governed by their terms and conditions and privacy policies, we therefore recommend you read such terms and conditions and privacy policies and you agree to comply with them. For the contact details of the applicable third party see that third party’s terms and conditions available or referred to on the applicable Platform.

You are free to choose whether or not to make use of such third-party services. Consequently, we do not accept any responsibility or liability for content incorporated in our Services in this way or any

actions or omissions that you may take in reliance on it. We are not responsible for the contents (including the Distributed Content) or availability of such third-party websites or services (including the failure of any links to them). We do not endorse the material contained in their websites or services. Any links to third party services are provided for your convenience only. If you use a third-party service, you agree that: (I) we won't be party to any transaction or contract with a third party that you may enter into (which may include, but is not limited to, a transaction or contract where the third party sells or otherwise provides Distributed Content, or access to Distributed Content, to you pursuant to that transaction or contract); (ii) we will not be supplying those services (including, where applicable, any Distributed Content) to you; and (iii) we won't be liable to you for any loss or damage which you may suffer by using those third party websites and/or services (including any use by you of Distributed Content). You agree that you will not involve t4jin in any dispute you may have with such third-party websites and services.

#### OTHER GENERAL TERMS THAT APPLY

Where are these Terms available? These Terms are available on the Website. We will not file or store a copy of these Terms for each interaction or transaction by you via the Website or the Services. We therefore recommend that you print and store or save a copy of these Terms for future reference. Can you transfer your rights under these Terms? You may not assign, sub-license or otherwise transfer any or your rights or obligations set out in these Terms to any other person. Can a third party enforce these Terms? These terms do not create any rights that are enforceable by any person who is not a party to these Terms. What happens if we do not enforce a right under these Terms against you? If we decide not to exercise or enforce a right that we have against you (e.g. as a result of you breaching these Terms), this does not prevent us from doing so at a later date. What happens if part of these Terms is not enforceable? If any provision of these Terms is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of these Terms and they will remain in full force and effect. What happens if there is a dispute about

these Terms? These Terms are available in English only and are governed by and construed in accordance with the laws of England (or the laws of Scotland if you are domiciled there). Disputes arising in connection with these Terms are subject to the exclusive jurisdiction of the courts of England and Wales unless you choose the jurisdiction of your domicile in Scotland or Northern Ireland.