

IMPORTANT LEGAL NOTICE

ATTENTION: This legal notice applies to the entire contents of the Website under the domain name oho.co.uk (the “Website”) and to any correspondence by e-mail between us and you. Please read these terms carefully before using the Website. Using the Website indicates that you accept these terms regardless of whether or not you choose to register with us. If you do not accept these terms, do not use the Website. This notice is issued by Oho Group Limited (the “Company”).

1. INTRODUCTION

1.1 Except where a password is required, you may access all areas of the Website without registering your details with us.

1.2 By accessing any part of the Website, you shall be deemed to have accepted this legal notice in full. If you do not accept this legal notice in full, you must leave the Website immediately.

1.3 The Company may revise this legal notice at any time by updating this posting. You should check the Website from time to time to review the then current legal notice, because it is binding on you. Certain provisions of this legal notice may be superseded by expressly designated legal notices or terms located on particular pages at the Website.

2. LICENCE

2.1 You are only permitted to print and download extracts from the Website for your own use. Such use is subject to the following:

- (a) no documents or related graphics on the Website are modified in any way;
- (b) no graphics on the Website are used separately from the corresponding text; and
- (c) the Company’s copyright and trade mark notices and this permission notice appear in all copies.

No Copying or distribution for any business or commercial use is allowed.

2.2 Unless otherwise stated, all copyright, trade marks, logos and software and any other of the Company or its licensors’ intellectual property rights (including without limitation photographs and graphical images) in all material on the Website (including without limitation photographs and graphical images) are owned by the Company or its licensors. For the purposes of this legal notice, any use of extracts from the Website other than in accordance with clause 2.1 for any purpose is prohibited. If you breach any of the terms in this legal notice, your permission to use the Website automatically terminates and you must immediately destroy any downloaded or printed extracts from the Website.

2.3 Subject to clause 2.1, no part of the Website may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service without the Company’s prior written permission.

2.4 You may not post to the Website any material that infringes any third party’s intellectual property rights.

2.5 Any rights not expressly granted in these terms are reserved.

3. SERVICE ACCESS

3.1 While the Company endeavours to ensure that the Website is normally available 24 hours a day, the Company shall not be liable if for any reason the Website is unavailable at any time or for any period.

3.2 Access to the Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond the Company’s control.

3.3 You are responsible for making all arrangements necessary for you to have access to our site. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms, and that they comply with them.

4. VISITOR MATERIAL AND CONDUCT

4.1 You may only use this Website for lawful purposes when seeking employment or help with your career or when recruiting staff.

4.2 You may not post or transmit on the Website inaccurate, incomplete or false information (including, in respect of candidates, biographical information about yourself and/or information about your ability to work in the United Kingdom).

4.3 Other than personally identifiable information, which is covered under our Privacy Policy www.oho.co.uk/privacy.html, any material you transmit or post to the Website shall be considered non-confidential and non-proprietary. The Company shall have no obligations with respect to such material. The Company and its designees shall be free to copy, disclose, distribute, incorporate and otherwise use such material and all data, images, sounds, text and other things embodied therein for any and all commercial or non-commercial purposes.

4.4 You are prohibited from posting or transmitting to or from the Website any material:

(a) that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience; or

(b) for which you have not obtained all necessary licences and/or approvals; or

(c) which 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; or

(d) which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).

4.5 You may not misuse the Website (including, without limitation, by hacking).

4.6 The Company shall fully co-operate with any law enforcement authorities or court order requesting or directing the Company to disclose the identity or locate anyone posting any material in breach of clause 4.4 or clause 4.5.

5. TERMINATION

5.1 We may at our absolute discretion deny you access to our Website, or any part of it, at any time without notice or explanation.

6. LINKS TO AND FROM OTHER WEBSITES

6.1 Links to third party websites on the Website are provided solely for your convenience. If you use these links, you leave the Website. The Company has not reviewed all of these third party websites and does not control and is not responsible for these websites or their content or availability. The Company therefore does not endorse or make any representations about them, or any material found there, or any results that may be obtained from using them. If you decide to access any of the third party websites linked to the Website, you do so entirely at your own risk.

6.2 Any third parties wanting to link to our Website may not do so without seeking permission from us first. To seek permission please email info@oho.co.uk.

7. REGISTRATION

7.1 Each registration (where applicable) is for a single user only. The Company does not permit you to share your user name and password with any other person nor with multiple users on a network.

7.2 The Company does not accept any liability for any unauthorised or improper use or disclosure of any password.

8. DISCLAIMER

8.1 The information given to you on this Website, including any job descriptions and salary information, are given to you in good faith.

While the Company endeavours to ensure that the information on the Website is correct, the Company does not warrant the accuracy and completeness of the material on the Website. The Company may make changes to the material on the Website at any time without notice. The material on the Website may be out of date, and the Company makes no commitment to update such material.

8.2 The material on the Website is provided "as is", without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, the Company provides you with the Website on the basis that the Company excludes all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of England and Wales) which, but for this legal notice, might have effect in relation to the Website.

9. LIABILITY

9.1 The Company, any other party (whether or not involved in creating, producing, maintaining or delivering the Website), and any of the Company's group companies and the officers, directors, employees, shareholders or agents of any of them, exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether by misrepresentation, in tort (including without limitation negligence), contract or otherwise) in connection with the Website in any way or in connection with the use, inability to use or the results of use of the Website, any websites linked to the Website or the material on such websites, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing the Website or your downloading of any material from the Website or any websites linked to the Website.

9.2 Nothing in this legal notice shall exclude or limit the Company's liability for:

- (a) death or personal injury caused by negligence; or
- (b) fraud; or
- (c) misrepresentation as to a fundamental matter; or
- (d) any liability which cannot be excluded or limited under applicable law.

9.3 There is no guarantee when registering with us that any prospective employer or client will request your information, interview you or hire you or that any candidates will be available or meet the prospective employer or client's needs.

9.4 We make no representation or warranty in relation to the final terms, conditions and/or duration of any particular appointment gained through our Website.

9.5 You agree to indemnify us against all costs, expenses, claims, losses, liabilities or proceedings arising from use or misuse by you of our Website.

10. MISCELLANEOUS

10.1 Should any of these terms be held to be invalid by a court of competent jurisdiction, such invalidity shall not affect the validity of the remaining provisions, which will remain in full force and effect.

10.2 No delay or failure by the Company to exercise any powers, rights or remedies under these terms and conditions will operate as a waiver of them nor will any single or partial exercise of any such powers, rights or remedies preclude any other or further exercise of them.

11. GOVERNING LAW AND JURISDICTION

This legal notice shall be governed by and construed in accordance with English law. Disputes arising in connection with this legal notice shall be subject to the exclusive jurisdiction of the English courts.

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