

## Terms and Conditions of use

Please read this carefully because it sets out the terms of an agreement between you and Catalyst Holdings Limited (“**Catalyst**”) which are legally binding.

### 1. Introduction

These are the terms and conditions on which you may use the Jobsmart.gg and Jobsmart.je websites (the “**website**”) and the content and services available from them (“**Jobsmart Content**”). These terms and conditions are only available in the English language.

These terms apply to your use of the Website. Whenever you access the Website you agree to do so subject to these terms and conditions. If you have any questions please contact: [info@jobsmart.gg](mailto:info@jobsmart.gg). It is recommended that you print and save a copy of these terms and conditions for your records.

These terms and conditions were last updated on 5 July 2019 and replace with immediate effect any terms and conditions previously published. From time to time, we may update these terms and conditions for legal or regulatory reasons, or to reflect changes in our services or business practices. We may, in our sole discretion, from time to time update these terms and conditions and by continuing to use the Website and the relevant services we supply, you agree that such use shall be subject to the updated terms and conditions.

### 2. About the Website

The Website is an online job or employment board, allowing individuals seeking employment opportunities to: search for and view job advertisements (“**Advertisements**”) posted by companies (“**Advertisers**”) and apply for positions contained in those Advertisements; receive job alert emails based on the information and job preference options that the individual selects from those available on the Website; view and use other content, services and advertisements as may be made available on the Website; and upload their CV curriculum vitae or other relevant details pertaining to employment, create employment profiles and upload such other employment and personal information (“**Profile**”) to the Website CV database (“**CV Database**”).

The CV Database allows Advertisers to view Profiles provided by individuals interested in employment opportunities (provided that the individual elects to make their Profile public and searchable by Advertisers).



The services provided by the Website are intended to assist jobseekers in finding the work that they are looking for. Catalyst does not however introduce or supply candidates to Advertisers. Jobseekers will not be charged for using the Website.

Some products and services advertised by third parties on the Website may be subject to third party fees, Catalyst is not responsible to you in respect of such services (please see Section 5). If you are asked to pay a fee to access job information by an Advertiser, please report this to us immediately by emailing [info@jobsmart.gg](mailto:info@jobsmart.gg).

### 3. Access and Use of the Website

**Permitted Use:** All intellectual property rights in any material (including text, images, trade marks and logos, but excluding any Profile created by you) contained in the Website is either owned by Catalyst or by third parties. You may use the Website only for your own personal, non-commercial use. You may browse the Website, which includes permission to make transient or cached copies of parts of the Website to the extent that this occurs in the normal course of using your browser. You may print a copy of any page of the Website for your own personal purposes, provided you do not do any of the things set out below under the section "Restrictions on Use".

**Restrictions on Use:** You cannot:

- i. use the website for any unlawful purpose;
- ii. copy, publish, republish or redistribute full text articles or other Jobsmart Content in any way;
- iii. archive or store any of the Website for access by anyone other than yourself;
- iv. create summaries, abstracts or other derivative works from the Website.
- v. photocopy or scan copies of articles or newsletters
- vi. remove the copyright or trade mark notice from any copies of articles made under these terms and conditions;
- vii. copy, replicate, reproduce, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Website Jobsmart Content or any Advertisements or other content posted on the Website in whole or in part in any way;
- viii. compile or distribute material in violation of applicable laws;
- ix. apply for positions for which you do not have the appropriate legal documentation including citizenship and/or work permits;
- x. send, post, upload or otherwise transmit information or pictures that are obscene pornographic, threatening, menacing, racist, offensive, defamatory or otherwise unlawful;
- xi. send or upload files that contain software or other materials in breach of any intellectual property rights or in breach of confidence;
- xii. impersonate anyone else or otherwise misrepresent your identity or status;
- xiii. hack into the Website or any other related computer system, make excessive traffic demands, deliver viruses or otherwise engage in any other behaviour that may reasonably be expected to inhibit other users from using and enjoying the Website or any other web site or damage or destroy the reputation of Catalyst or any third party.



Catalyst reserves the right to refuse access to the Website to any person or class of persons for any reason including but not limited to inappropriate or excessive use or abuse of the Website or causing a nuisance to Advertisers, such reasons to be assessed by Catalyst at its sole discretion.

**Profile:** If you wish to provide a Profile, you hereby acknowledge and agree that you grant to Catalyst a worldwide, non-exclusive, royalty-free licence to use such Profile for the purposes of providing the Website and the Website's services to you. If you make your Profile publicly available on the Website, you warrant and represent to Catalyst that your Profile and any additional information provided by you is current, accurate, true and correct. You also acknowledge and agree that:

- i. if you make your Profile publicly available on the Website, Advertisers and other third parties (which may be unknown to you) will have access to your Profile (which may contain personal data and sensitive information about you);
- ii. you are granting permission for your Profile to be included in searches conducted by Advertisers; and
- iii. **you may be contacted by Advertisers as a result. Unless you have selected the option 'No' under the 'Public Profile' section of the Website, the information contained in your Profile will be available for Advertisers to view.**

"Jobsmart.gg", "Jobsmart.je" and "Jobsmart" are trademarks belonging to Catalyst. No licence or consent is granted to you to use these trademarks in any way and you agree not to use these trademarks without our prior written permission.

#### 4. [Privacy Policy and Registration](#)

All information received will be used by Jobsmart in accordance with our [Privacy Policy](#). Please read this for details of how we may process your personal data.

On registration, you must provide Catalyst with accurate and complete registration information. Catalyst is entitled to rely on any information you provide to us.

Each registration is for a single user only. On registration, your user name will be the email address with which you sign up and you will choose a password ("**Login**"). You are not allowed to share your login or give access to the Website and your Login is solely for your use and is not to be distributed to anyone else. Catalyst may cancel or suspend your access to the Website if you share your Login.

You are responsible for all use of the Website made by you or anyone else using your Login and for preventing unauthorised use of your Login. If you believe there has been any breach of security such as the disclosure, theft or unauthorised use of your Login or any payment information, you must notify Catalyst immediately by e-mailing us at [info@jobsmart.gg](mailto:info@jobsmart.gg). We recommend that you do not select an obvious user password (such as your name) and that you change it regularly.



## 5. Third Party Sites and Services

The Website and Advertisements may contain links to other internet websites or online and mobile services provided by independent third parties, including websites of Advertisers and sponsors (“**External Sites**”), either directly or through frames.

It is your decision whether you purchase or use any third party products or services, or contact any third parties, made available on or via External Sites and you should read Section 7 below carefully. Our Privacy Policy does not apply to External Sites.

You may at your discretion contact Advertisers or other third parties identified on the Website, including Advertisers or third parties referenced in any Advertisements posted on the Website. However, Catalyst is not responsible for, and is not obliged to monitor or exercise any control over, your contact with Advertisers or any other third party.

## 6. Advertisement on the Website

Advertisers who display Advertisements on the Website assume all legal responsibility for those Advertisements. Advertisers are solely responsible for the content of the Advertisements displayed on the Website, including ensuring that the Advertisements are not misleading, are accurate and comply with applicable laws and regulations. Catalyst is not responsible for the content of any Advertisements, including any error or inaccuracy in the Advertisements.

## 7. Our Responsibilities to You

We accept no financial responsibility to you arising from your use of the Website. In no circumstances do we accept responsibility for your use of External Sites or in respect of any third party products or services. It is not commercially possible for us to accept more responsibility for your use of the Website than set out in this Section 7.

The Website, Jobsmart Content and any additional Website content, including any External Sites, Advertisements and any other content provided or distributed on the Website by third parties (“**Third Party Content**”) are only for your general information and personal purposes and are not intended to address your particular requirements. They do not constitute any form of advice, recommendation, representation, endorsement or arrangement by Catalyst. They are not intended to be and should not be relied upon by users in making (or refraining from making) any specific employment, engagement, or other decisions. Any agreements, transactions or other arrangements made between you and any Advertiser or third party named on (or linked to from) the Website are at your own responsibility and entered into at your own risk. Any information that you receive via the Website may have stopped being current by the time it reaches you.

Catalyst will do its utmost to develop and operate the website with reasonable skill and care and will use reasonable efforts to promptly remedy any faults of which it is aware. This is the only promise we make in relation to our provision of the website.

The Website, Jobsmart content, third party content and all advertisements are provided on an “as is” and “as available” basis. This means that it does not make any promises in respect of the Website, Jobsmart Content,



third party content or the content of advertisements or the services and functions available on or through the Website, or of the quality, completeness or accuracy of the information published on or linked to from the Website. To the fullest extent allowed by applicable law, Catalyst disclaims all warranties, representations, conditions and duties (except any duties of good faith) of any kind, including without limitation, any warranties of satisfactory quality, merchantability or of fitness for a particular purpose. Catalyst also does not make any promises as to the timeliness, security, performance or availability of the website and does not provide any warranty or representation that the website is free from infection by viruses or anything else that has contaminating or destructive properties. Catalyst further disclaims all warranties and representations as to the accuracy of any advertisements for any position of employment, or of any other information about a specific position of employment advertised, or about the general non-executive directorship market (including any implied term relating to quality, fitness for a particular purpose or compliance with any codes or laws relating to advertising, employment or discrimination).

Catalyst is not liable for matters beyond its reasonable control. Catalyst does not control third party communications networks (including your internet service provider), the internet, acts of god or the acts of third parties. Catalyst is not liable to you (whether such liability arises due to breach of statute, tort (including negligence), breach of contract, or misrepresentation for: (a) any failure by you to contact an advertiser of a position of employment or to secure a position or employment, loss of earnings or income, loss of profits, loss of business opportunity, damage to business, loss of data; or (b) any special, exemplary, punitive, incidental or consequential loss or damages of any kind.

Should you incur any loss or damage as a result of using the website outside the scope of, or other than in accordance with, these terms and conditions, Catalyst accepts no responsibility (liability) to you for this. The limitations of liability in this section 7 apply for the benefit of Catalyst, its affiliates, and all of their respective officers, directors, employees, agents, successors and assigns.

#### 8. Law and Jurisdiction

These terms and conditions are subject to Guernsey law. Both you and we agree that the courts of Guernsey will have non-exclusive jurisdiction to settle any dispute which may arise out of, under, or in connection with these terms and conditions.

#### 9. General

You may not license or transfer any of your rights under these terms and conditions. We may transfer any of our rights or obligations under these terms and conditions to any company within The Catalyst Holdings Group of companies but if we do so we will ensure that any company to whom we transfer our rights or obligations will continue to honour your rights under them.

If any provision of these terms and conditions is found to be invalid by any court having competent jurisdiction, the invalidity of that provision will not affect the validity of the remaining provisions of these terms and conditions, which will remain in full force and effect.

Failure by either party to exercise any right or remedy under these terms and conditions does not constitute a waiver of that right or remedy. Headings in these terms and conditions are for convenience only and will have no legal meaning or effect.



You may browse the Website using a compatible web browser. Catalyst may from time to time provide guidance on the compatibility of various web browsers, however it is and remains your responsibility to use and configure your web browser in order to browse the website effectively. You are responsible for providing and maintaining your own internet connection(s) and computer network and equipment as required in order to access the Website.

#### 10. [Corporate Information](#)

Catalyst Holdings Limited is the publisher of the Website, and its corporate details are as follows: registered office address is L'hirondelle 3 Grange End Braye Road Vale Guernsey GY3 5PR; company number is 64619.

Last updated 5th July 2019

