

# *Subscriber terms and conditions*

## **1. Terms of use**

- 1.1 Please read this agreement carefully. It sets out the terms under which Sprint Outplacement Services Ltd ("Sprint") offers you use of its On-Line Resource Centre services (see below) by means of [www.sprintoutplacement.co.uk](http://www.sprintoutplacement.co.uk) and associated sites and sub-domains (the "Website"). By registering for, subscribing to or using any of the services and/or the Website you agree that you have read and accept these terms and conditions and that they shall apply to your use. If you do not wish to be bound by them, please do not register for or use this Website. You should visit this page periodically to review the terms and conditions because they are binding on you. The terms "you" and "user" as used herein refer to all individuals and/or entities accessing this Website for any reason.
- 1.2 This Agreement is made between you and Sprint Outplacement Services Ltd whose registered office is No. 2, The Beech Tree, Elmhurst Business Park, Lichfield, Staffs WS13 8EX (Registered Number 6831276 VAT Number 970 3217 33).

## **2. Services**

- 2.1 By means of the Website, Sprint makes available an online career management, career advice and employment information service ("the Services"). As career advancement is based on individually-variable personal circumstances, Sprint makes no warranty as to the effectiveness of this service or Website in enhancing your career management or job search.

## **3. Use of the Website Content**

- 3.1 The Website is for personal and non-commercial use only. You must not copy or modify the content in any way, nor use any illustrations, photographs, or any graphics separately from any accompanying text, nor reproduce or distribute or republish the content in whole or in part. You may not use any information from any directory or other listing or information retrieval service (if any) made available on the Website and/or the Services, in connection with any business or commercial undertaking (whether or not for profit). Any other use of materials on the Website and/or the Services (including without limitation reproduction for a purpose other than that noted above and any modification, distribution or republication) without the prior written permission of Sprint is strictly prohibited. You also agree not to link to and/or from the Website or any of the Services for any purpose, unless specifically authorised in writing by Sprint to do so.
- 3.2 All Web Site Content is the property of Sprint or its content suppliers or clients. The compilation (meaning the collection, arrangement and assembly) of all content on this Web Site is the exclusive property of Sprint. Unauthorised use of the Web Site Content may violate copyright, trademark and other laws. You may not sell or modify the Web Site Content or reproduce, display, publicly perform, distribute or otherwise use the Web Site Content in any way for any public or commercial purpose. The use of the Web Site Content on any other web site or in a networked computer environment for any purpose is prohibited.
- 3.3 Save to the extent permitted by this Agreement, Sprint does not grant any licence or other authorisation to use any of its trade marks, product names, company names or logos or any of its copyright works or other intellectual property rights by placing them on or making them available by means of the Website or the Services.

## **4. Acceptable Website Use**

- 4.1 Only one individual may access the Website at the same time using the same email or password, unless we agree otherwise.
- 4.2 You must supply and maintain a valid email address in order to use our service. Invalid email addresses will be deleted from our system and denied access.
- 4.3 You agree that you shall not use the Website or the Services to transmit or knowingly or recklessly receive (or knowingly or recklessly authorise or permit any other person to receive or transmit) material which is obscene, threatening, menacing, offensive, defamatory, abusive, untrue, in breach of confidence, in breach of any intellectual property right (including copyright) or which may cause anxiety to others including racist or sexist content or material which otherwise violates any applicable law or regulation or code, or which makes excessive demands for bandwidth or contains any virus or which may otherwise impair or harm Sprint's computer systems or any third party computer system.

- 4.4 You must not abuse the Website by introducing viruses or other material which is or has the potential to be malicious, covert or harmful to either the Website or its users. You must not attempt to gain unauthorised access to the Website or any computer which connects to Website. You must not attack our site in a denial-of-service attack. We will cooperate with legal and regulatory authorities if we suspect any abuse or any illegal activity including disclosing your identity to such authorities. In the event of any abuse or any illegal activity, we reserve the right to terminate your right to use the Website will cease immediately.
- 4.5 We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any material posted on it, or on any website linked to it.
- 4.6 Save to the extent required by law, no representations, warranties or terms of any kind are made in respect of the Website or its contents (including, without limitation, any views or comment made). All information and/or data included in and/or on the Website, and/or in any directory or other listings or information retrieval service made available on or by the Website has been so made available for guidance only. Your use of such information and/or data is therefore entirely at your own risk. All liability of Sprint, its directors, employees or other representatives howsoever arising for any loss suffered as a result of your use of the Website is expressly excluded to the fullest extent permitted by law.
- 4.7 Sprint make no warranty that the contents of any and all e-mails communicated through the Website are free from infection by viruses or anything else which has contaminating or destructive properties and shall have no liability in respect thereof.
- 4.8 The Website may include links to websites and/or services owned and/or operated by third parties. These are provided for your convenience only and Sprint is not responsible for and does not give any warranties or make any representations regarding any such websites and/or services and is not responsible for or liable in relation to the content or your use of such websites (save to the extent required by law).
- 4.9 You acknowledge that Sprint is not responsible for third party content on the Website and that Sprint cannot ensure that material presented on the Internet is legal. Sprint will not limit access to material unless notified that it is illegal. In particular, you acknowledge that Sprint is not responsible for and does not monitor the content of job postings or other content provided by third parties on the Website. However, Sprint shall have the right to remove any postings, materials or other items on the Website which it believes may be illegal or which it determines to be inappropriate or in breach of these Terms and Conditions.
- 4.10 Sprint will not be a party to any communications whatsoever between you and those responding to any use which you may make of the Services, although Sprint reserves the right to monitor any such communications which are made by you or third parties by means of the Website and/or the Services.

## **5. Accessing the Website**

- 5.1 Sprint does not promise full, uninterrupted or error free operation of the Website. All liability of Sprint, its directors or employees howsoever arising for any loss whatsoever arising from your use of or inability to use the Website and/or the Services is excluded, insofar as it is possible to do so in law.
- 5.2 Access to the Website is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our site without notice. From time to time we may restrict access to some parts of our site, or our entire site, to users who have registered with us.
- 5.3 If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. You are responsible for all activities that are carried out under your username and password(s). We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these terms.
- 5.4 You are responsible for making all arrangements necessary for you to have access to our site. You are also responsible for ensure that all persons who access our site through your internet connection are aware of these terms and that they comply with them.

## 6. Registration

- 6.1 Where you are asked to complete a registration form the personal details that you provide must be true, accurate and complete. You agree to notify us of any changes which are relevant to your registration.

## 7. Data Protection and Use of Personal Information

- 7.1 Your personal data will be collected and processed by Sprint in accordance with its [privacy policy](#). The personal data collected may include, without limitation, your name, address, telephone and fax details, email contact address, and other data obtained from you from time to time.
- 7.2 Information may be gathered from your registration form(s) and your use of the Website including through "cookies". Cookies are blocks of text placed in files on your computer's hard drive when you visit a website which contains information to identify you. A cookie does not contain any personal information you have provided us with, except your user name, unless the cookie attached to personal information collected another way, such as by means of your on-line registration form.
- 7.3 The information gathered may be used by Sprint for purposes relating to your use of the Website and for marketing activities. By marketing activities, we mean the communication directly to particular individuals (by e-mail, post or telephone) of any advertising or marketing material. If you do not wish to receive marketing material from Sprint, you should notify us by e-mail. If you subsequently decide you no longer wish to receive direct marketing/information from Sprint, you should again notify us by e-mail at [info@sprintoutplacement.co.uk](mailto:info@sprintoutplacement.co.uk).
- 7.4 Other than as set out elsewhere in these terms your information shall not be disclosed or used by us.

## 8. Community

- 8.1 The Sprint Community service includes a web-based private social media website facilitating contribution and participation by registered members. This service is provided by a third party.
- 8.2 By your use of the Sprint Community website, you accept that:
- 8.2.1 No content on the website has necessarily been reviewed by people with the expertise required to provide you with complete, accurate or reliable information.
  - 8.2.2 The service is not uniformly peer reviewed; while users may correct errors or engage in casual peer review, they have no legal duty to do so and thus all information read here is without any implied warranty of fitness for any purpose or use whatsoever.
  - 8.2.3 Even articles that have been vetted by informal peer review or featured article processes may later have been edited inappropriately, just before you view them.
  - 8.2.4 None of the contributors, sponsors, administrators, or anyone else connected with Sprint in any way whatsoever can be responsible for the appearance of any inaccurate or libellous information or for your use of the information contained in or linked from these web pages.
  - 8.2.5 You are responsible for the content of your posts and Sprint does not accept any liability for the content or accuracy of your messages.
  - 8.2.6 We cannot and do not review every post before it appears on the site. Sprint operates a 'notice and take-down' policy: if Sprint notices or is made aware of a post that contravenes these rules, Sprint reserves the right to amend or remove the post.

## 9. Fees

- 9.1 You can purchase services including a 1 month, 3 month and 6 month subscription to the Sprint career management portal including such features benefits and applications as may be selected and specified from time to time by Sprint

## 10. Cancellation & Refunds

- 10.1 The subscription is for a fixed term only and will not be automatically renewed. To renew your subscription please email Sprint at [info@sprintoutplacement.co.uk](mailto:info@sprintoutplacement.co.uk) 7 days prior to the renewal date.
- 10.2 All subscriptions including but not limited to 1 month, 3 month and 6 month subscriptions, may be cancelled by you at any time but no refund will be made for unused subscription periods outside of the initial 7 day cooling-off period, in accordance with the Distance Selling Act 2000.

## 11. Termination

11.1 Sprint may terminate, suspend or deny you access to the Website immediately for any reason without incurring any liability to you.

## **12. Claims**

12.1 You agree to indemnify Sprint and all companies within the Trinity Mirror plc group for all losses, costs, actions, claims, damages, expenses (including reasonable legal costs and expenses) or liabilities, whatsoever suffered or incurred by Sprint or companies within the Trinity Mirror plc group in or as a consequence of your breach of this Agreement and/or your use of the Website and/or Services (save to the extent that a court of competent jurisdiction holds that such a claim arose due to an act or omission of Sprint).

## **13. Force Majeure**

13.1 Neither party shall be liable to the other, for any loss or damage which may be suffered by the other party due to any cause beyond the first party's reasonable control including without limitation any power failure.

## **14. Notices**

14.1 Any notices shall, unless otherwise expressly stated, be in writing and shall be given by sending the same by e-mail, first class post, or facsimile transmission to the other party's address as may be designated in writing from time to time. Any notice sent by first class post shall be deemed (in the absence of evidence of early receipt) to have been delivered two days after dispatch. Any notice given by e-mail or facsimile transmission shall be deemed to have been delivered on the next working day following transmission

## **15. Links**

15.1 Our site may contain links to websites controlled or offered by third parties (non-affiliates of Sprint) and content relating to services offered by third parties. We are not responsible for the content of such third party websites linked to our site. By providing any links to third party websites and content relating to third party services, we do not endorse or recommend any products or services offered or information contained therein, nor are We liable for any failure of products or services offered or advertised on those third party websites. Such third party may have a privacy policy different from the privacy policy on our Website and the third party website may provide less security than our Website.

## **16. Assignment**

16.1 This Agreement shall be personal to you and you may not assign, transfer, sublet, lease or delegate all or any of your rights and obligations, without Sprint's prior written consent.

16.2 Sprint reserves the right to assign or transfer all or any of its rights and obligations under this Agreement to any companies in the same group as Trinity Mirror plc or any other third party. In the event of assignment or transfer, notification will either be given to you by e-mail or posted on the Website.

## **17. No Waiver**

17.1 Failure or neglect by either party to exercise or enforce any right conferred shall not be deemed to be a waiver of any such right nor operate so as to bar that exercise or enforcement thereof or of any other right on any later occasion.

## **18. Severability**

18.1 If any provision of this Agreement or part thereof is determined to be invalid, unlawful or unenforceable, such provision, or part thereof, shall be severed from the remaining terms, conditions and provisions which shall continue to be valid and enforceable to the fullest extent permitted by law.

## **19. Variation of Terms**

19.1 This Agreement (together with any variations to it) constitutes the entire agreement between the parties in respect of its subject matter. Sprint reserves the right to vary this Agreement from time to time and such changes shall become effective as soon as they are posted. Your continued use of the Site constitutes your agreement to all such changes.

## **20. Law and Jurisdiction**

- 20.1 This Agreement shall be governed by the laws of England and Wales and you hereby submit to the exclusive jurisdiction of the English courts. Our site is not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to local law or regulation.

## **21. Additional Terms**

- 21.1 Certain sections or pages on our site may contain separate terms and conditions, which are in addition to these terms and conditions. In the event of a conflict, the additional terms and conditions will govern for those sections or pages.

## **22. Concerns**

- 22.1 If you have any concerns about material which appears on our Site, please contact [info@sprintoutplacement.co.uk](mailto:info@sprintoutplacement.co.uk).