

Individual Terms of Use (“Terms”) (v 2.3 last updated 9th February 2021)

1. *Introduction*

WorkInConfidence Limited is a company incorporated in England with registered office at Greyfriars Gate, Greyfriars Road, Reading, Berkshire, England, RG1 1NU and registration number 08255296 (“WorkInConfidence”, “we” or “us”).

WorkInConfidence owns and operates Workinconfidence, an online staff engagement and communications platform (the “Service”).

These Terms are the terms on which we provide the Service(s) to you (“User(s)”, “you” or “your”). By using the Service you accept these Terms. Your contract with an entity ordering and paying for the Service (our “Client Organisation”) is set out in a separate Organisational Master Agreement (“Master Agreement”). Nothing in the Master Agreement limits your rights under these Terms of Use.

2. *General Terms of Use*

2.1 WorkInConfidence grants you a non-exclusive, non-transferable, non-assignable, revocable, right to use the relevant Service for so long as your Client Organisation has purchased a subscription for you.

2.2 The Services enable you to submit certain input and content to the platform, including answers to survey questions, posts to discussion boards, or individual replies within an anonymous dialogue (“User Input”). You can also view responses and content submitted by other users.

2.3 WHERE WE SAY WE WILL HOLD OR PROTECT YOUR USER INPUT IN A CERTAIN WAY (SUCH AS PROTECTING YOUR IDENTITY) WE WILL TAKE ALL REASONABLE STEPS TO DO SO. We will only disclose your identity or User Input to a third party (including your employer or a law enforcement authority) if such disclosure is part of the relevant Service or if you have given us your permission. Unless such disclosure is a part of a Service, we do not provide access to user identities to employers, nor do we provide access to user identities or User Input to any government or law enforcement authority. When someone requests us to disclose your identity or User Input, they must follow the applicable legal process and serve on us the relevant order or injunction. We will review all requests for disclosure to ensure they are valid and only provide details of your identity or User Input that is necessary to comply with the relevant order or injunction. Unless ordered by a law enforcement authority or court or tribunal, we will not disclose your identity to your employer to aid any disciplinary proceedings.

2.4 Your User Input is owned by your Client Organisation, subject to our obligation to protect your identity and anonymity. If you cease to be connected to your Client Organisation your access to Service will be terminated, but User Input submitted may remain available on the Service. If we have said your identity will be protected we will continue to protect it.

2.5 We do not monitor or verify User Input and take no responsibility for content you or anyone else uploads to the Services. The views expressed by other users of our Service do not represent our views or values.

2.6 We have put in place processes for suspending use for anyone who misuses the Service. If you come across anything in the Service that you consider to be defamatory, offensive or otherwise in breach of these Terms of Use, please contact us at help@workinconfidence.com so that we can look into it and, if appropriate, remove it.

2.7 We may change, update, or remove content from the Services at any time, at our sole discretion.

2.8 You may request at any time to delete information we hold about you from the Service, and we will do so in a timely manner. We are not obliged to remove any anonymised User Input (i.e. data that cannot be related to you or any other specific individual) which we process in providing the Service. In collecting information the confidential nature of our Service means User Input is often not attached to the details of the person who input it – and this therefore cannot be removed from the Service in response to a request to do so.

3. Use of the Service

3.1 You are permitted to use the Services in accordance with their intended use and the relevant guidelines.

3.2 You agree to:

- a) provide accurate and up-to-date information when using Service(s) (whilst it is not necessary, you may register with an alias email if you consider that is appropriate to protect your identity); and
- b) keep your log-in details secure and confidential and promptly notify Us of any account security breach.

3.2 In using our Services, you agree to not to:

- a) attempt to compromise the integrity of the Services;
- b) use any automated system, such as a robot, to access the Service;
- c) use the Service for non-intended commercial purposes such as marketing or promotional activities;
- d) solicit log-in information, impersonate another person or access another person's account without permission;
- e) submit User Input that might be considered malicious, discriminatory, bullying, harassing, offensive, inappropriate, defamatory or otherwise unlawful;
- f) endeavour to upload any commercial communications, viruses or other malicious code.g. take action that imposes an unreasonable load on the Service(s).
- g) breach or infringe any applicable laws, regulations, policies, or these Terms, or infringe any third party rights, or act in a way that is unlawful or fraudulent or has any unlawful purpose or effect.

4. Intellectual Property Rights

4.1 Except for User Input, all Intellectual Property Rights in relation to the Service are the property of, or have been licensed to, WorkInConfidence. Nothing herein shall create a license to any Intellectual Property Rights, and you agree not to license, modify, distribute or create derivative works from any such content.

4.2 For the purposes of these Terms, “Intellectual Property Rights” means patents, copyright, moral rights, trademarks and service marks, goodwill, trade secrets, design rights, rights in computer software, database rights, know-how and any other intellectual property rights, registered or unregistered, and all similar rights in any part of the world.

4.3 If you submit comments or ideas to us about the Service(s), unless you make it clear they are confidential, or that is apparent from their nature, you acknowledge and agree that we may use them as we wish and you hereby grant us a non-exclusive and transferable licence to do so for an unlimited term and territory.

5. Eligibility

Unless agreed otherwise with a Client Organisation, the Service is solely for use by persons aged 16 or older.

6. Cancellation or Suspension of Service

6.1 We may terminate or suspend your use of the Service if you:

- a) breach these Terms.
- b) cease to be connected to your Client Organisation or they ask us to remove or restrict your access.

6.2 We exclude our liability for all action we may take in response to breaches of these Terms. The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.

7. Warranty and Limitation of Liability

7.1 The Services are provided on an “as is” basis, and use is at your own risk. The Service is provided without warranties, express or implied, insofar as permitted by law. Without limiting the foregoing, WorkInConfidence does not warrant that the Service will be available at any particular time or location.

7.2 Where our platform or Services contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control over the contents of those sites or resources.

7.3 Subject to clause 7.4:

7.3.1 to the extent permitted by law, WorkInConfidence assumes no liability for (i) errors or inaccuracies of content; (ii) interruption or cessation of any Service; (iii) User Input submitted by any user, or any defamatory, offensive, or illegal conduct of any third party;

7.3.2 to the extent permitted by law, WorkInConfidence, its affiliates, directors, officers, agents, employees and licensors shall not be liable for any direct, indirect, special, consequential or exemplary loss or damages, including without limitation damages for loss of income, loss of profits or goodwill, whether in any action of contract, delict (including negligence), arising out of or in connection with your use of our websites or Services, or otherwise; and

7.3.3 in no event shall WorkInConfidence (or its affiliates, directors, officers, agents, employees or licensors) be liable for any amount exceeding the amount paid by your Client Organisation to Us in the 12 months prior to the action giving rise to the liability.

7.4 Nothing in these Terms shall limit or exclude our liability for death or personal injury caused by our negligence, for fraud or fraudulent misrepresentation or for any other liability which cannot be properly excluded under English law.

8. Security

8.1 We do not guarantee that our Service will be secure or free from bugs or viruses.

8.2 You are responsible for configuring your information technology, computer programmes and platform to access our Service. You should use your own virus protection software or ensure that your employer provides an appropriate virus protection software.

8.3 You must not misuse our Service 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 Service, the server on which our Service run or any server, computer or database connected to our platform or Service. You must not attack our platform or Service via a denial-of-service attack or a distributed denial-of service attack. 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 Service will cease immediately.

9. Assignment

9.1 These Terms, and any rights granted hereunder, may not be transferred or assigned by you.

9.2 WorkInConfidence may assign this agreement in whole or part provided that suitable arrangements are put in place to ensure proper ongoing delivery of our obligations.

10. General

10.1 These Terms are governed by English law and subject to the exclusive jurisdiction of the English Courts.

10.2 If any provision of these Terms is deemed invalid by a court it shall not affect the remaining provisions. No waiver of any term shall constitute a waiver of any other term.

10.3 Notices should be sent by registered post to WorkInConfidence's registered office address and will be deemed received two days later. We will send notices to you by email to the email address you are registered with and such notices shall be deemed given 24 hours later.

10.5 For questions about these Terms please contact help@workinconfidence.com.