



## **User Terms & Conditions**

### **Terms of Use**

Welcome to VizCareer – the future of recruitment advertising.

These Terms of Use govern your use of the VizCareer Services. When you register a VizCareer account, download our mobile application (app) or use our website, you agree to these Terms of Use.

These Terms of Use refer to the following additional terms, which also apply to your use of our app or website:

*VizCareer’s Website Terms & Conditions; and*

*VizCareer’s Privacy Policy.*

You should read these Terms of Use, VizCareer’s Website Terms & Conditions and VizCareer’s Privacy Policy carefully. If you are not happy with these terms, please do not download our App or use our website.

### **Definitions**

In these Terms of Use, VizCareer Digital Ltd is referred to as “VizCareer” (collectively referred to as “we”, “us” or “our”).

We refer to our VizCareer users as a “user” (collectively referred to as “you”, “your” or “users”).

The service VizCareer provides, as detailed below, are referred to as “the Service”.

### **The Service**

These Terms of Use apply to your use of the Service operated by VizCareer. The Service includes the use of our mobile app, website and software. The Service can be used to record and share recruitment video adverts, record and upload video job applications, upload of additional paper documents, viewing of job advert, viewing of job applications the use of the site is not limited to the above and we may amend the use at any time. Updated Service terms will be posted on our website [www.vizcareer.com](http://www.vizcareer.com)

### **The Privacy Policy**

As part of providing the Service, we collect and use your personal information. VizCareer’s Privacy Policy explains how we use this data to provide you with the Service. It also explains your rights in relation to data privacy and processing. We will only use your personal information as set out in our Privacy Policy.

If you have any questions relating to your personal data, please send us an email at [Debbie.stewart@vizcareer.com](mailto:Debbie.stewart@vizcareer.com) or check out our Privacy Policy for further information.



## **User Commitments**

In exchange for our provision of the Service, we require you to make the following commitments to us as a VizCareer user:

You must not create a VizCareer account if we have previously deactivated your account for violating the law or for breaching any of our policies (e.g. our Website Terms & Conditions);

If you choose, or are provided with, a username, password or other piece of information as part of our security procedures, you must treat such information as confidential and must not disclose these details to a third-party; and

You must be at least 16 years old. The Service is not intended for use by persons under the age of 16.

## **Our responsibility for loss or damage suffered by you**

You acknowledge that the Service is being made available to you free of charge and that VizCareer makes no representations or warranties, express or implied, regarding the Service. All representations, undertakings, warranties, terms and conditions, whether express or implied by statute, common law or otherwise are excluded to the fullest extent permitted by law. Except as provided in these Terms of Use, VizCareer shall not be liable to you for any claims whatsoever including but not limited to those arising from loss of profits, business, revenue, goodwill, anticipated savings and/or any other indirect, special or consequential loss whether arising under contract, negligence or otherwise out of or in connection with the Service. In particular, VizCareer accepts no responsibility or liability for the acts or omissions of participating Merchants which operate independently of VizCareer. VizCareer neither excludes nor limits its liability for death or personal injury caused by its own negligence or any other liability the exclusion or limitation of which is expressly prohibited by law.

## **Terminating your account**

VizCareer reserves the right to terminate the Service and/or your use of the Service at our discretion and without notice.

## **Third-Party Rights**

Third parties do not have any rights under these Terms of Use. You cannot assign your rights or obligations which arise from these Terms of Use without our express written consent.

## **Changes to these Terms of Use**

We may update or amend these Terms of Use from time to time. In most cases, we will give you at least 30 days notice prior to making any changes. This will give you time to review any changes to make sure you're happy with them before they go into effect. If you continue to use the Service after this timeframe, you will be bound by the updated Terms of Use.



**Which country's laws apply to disputes**

Please note that these Terms of Use, their subject matter and their formation, are governed by Scottish Law and are subject to the non-exclusive jurisdiction of the Scottish Courts.

**Contact Us**

If you have any questions relating to these Terms of Use, please send us an email at [Debbie.stewart@vizcareer.com](mailto:Debbie.stewart@vizcareer.com)