

This page (together with the documents referred to on it) tells you the terms of use ("**Terms**") on which you may make use of our website <https://www.showcaser.com> ("**Website**") and our video platform services provided to you via the Website including as accessed via other social media platforms such as Facebook or LinkedIn ("**Services**"). Use of our Services includes accessing, browsing, or registering to use our Services and accessing our Services via any third party websites

The Services are operated by Showcaser Limited ("**We**" or "**Us**" (and "**our**" shall be construed accordingly)). We are a company registered in England and Wales under company number 10873444 and have our registered office at 1st Floor, 75 King William Street, London, EC4N 7BE. By using our Services, you confirm that you accept these Terms and that you agree to abide by them. If you do not agree to these Terms (included as may be amended as set out below), please refrain from using our Services.

We recommend that you print or download a copy of these Terms and keep them in a safe place, for your future reference. We amend these Terms from time to time as we deem necessary. Please check this page from time to time to take notice of any changes We may make to the Terms, which will be dated with the latest date. We will also endeavour to give you notice of any changes via your Account or any email address provided.

If you have any questions, please contact info@showcaser.com or telephone us on **+44 207 469 5800**.

1. **PURPOSE**

This Services allow for the upload and exchange of video content. Primarily this is aimed at employers, recruiters and candidates to request, respond or view interview videos or CVs and other related content, on a single platform. However, the Services may also be used for personal, social or other commercial reasons, without a view to obtaining employment or recruiting, but subject always to you complying with these Terms.

2. **AGREEMENT**

- 2.1 You agree that by accessing our Services and/or creating an Account that you are legally capable of entering into these Terms and that you accept these Terms.
- 2.2 If you are entering this agreement on behalf of a company or organisation you represent and warrant that you have the authority to bind such organisation to these Terms and you agree to be bound by these Terms on behalf of such organisation.
- 2.3 You may use the Services for any of the reasons or in any of the capacities described in paragraph 1 above.

3. **ACCOUNT**

- 3.1 In order to use certain Services, for example to upload content, you will be required create a Showcaser account ("**Account**"), where you will be requested to provide certain details.
- 3.2 To set up an Account:
 - 3.2.1 you must be at least 13 years old;
 - 3.2.2 you must:
 - 3.2.2.1 Provide your email address and other details requested;
 - 3.2.2.2 Choose a password, (1) try to choose a secure and strong password; (2) keep your password confidential and secure; and (3) not transfer any part of your account (e.g., connections, groups); and

- 3.3 You are responsible for anything that happens through your Showcaser Account unless you close it or report misuse. You should notify Us of any security or confidentiality breach affecting your Account as soon as possible.

4. **CHARGES FOR OUR SERVICES**

- 4.1 Your access to your Account shall be free of charge, however we do charge for certain Services, including for communities access and certain special features ("**Chargeable Services**"). We will clearly communicate to you what the applicable charges are for such Chargeable Services and you can decide whether to pay such charges and use the relevant Chargeable Services or not.

- 4.2 We reserve the right to:

4.2.1 charge for the Account and for other Services that are not currently Chargeable Services in the future; and

4.2.2 review our payment terms and prices from time to time

and in such instances We shall communicate with you any associated charges that may be applicable and you can choose whether you wish to pay the charges and continue use of the relevant Service or stop using the relevant Service.

- 4.3 Unless otherwise clearly identified by Us, payment for any Chargeable Services shall be due monthly in advance of these Chargeable Service being provided. You will be provided with payment instructions either via your Account, the Website or by email. Once we receive payment, we will provide access to the relevant Chargeable Services for the duration you have paid for (the subscription period).

5. **ACCESSING OUR SERVICES**

- 5.1 Access to our Services is on a temporary basis, and We may amend the information on our Services and/or the services on our Services without notice for operational reasons. We reserve the right to withdraw or suspend the Services and/or the services without notice. We will try to give you reasonable notice of any major changes, or any withdrawal or suspension of services.

- 5.2 We make no guarantee to you that you will find relevant employment or employees, and you confirm that you accept that We have no liability whatsoever nor is there any responsibility arising from any reliance placed by you on the Services in connection with finding such employment or employees.

- 5.3 You acknowledge and note that any agreement you have or reach with any employer or employee you have found via our Services forms a separate agreement between yourself and that employee or employer, and We are not a party to such terms, nor do We have any liability whatsoever in relation to such terms. You are responsible for arranging your own access to our Services and for ensuring that anyone that accesses our Services through your internet connection is aware of and complies with these Terms. You must not use any part of the materials on our Services for commercial purposes other than as set out in section 1 above.

- 5.4 You may print one copy and download extracts of any pages from our Services for personal reference only. You must not modify the hard or soft copies of any materials you have other than your own materials via accessing your Account and updating your details there. You must not use any illustrations, photographs, video or audio sequences or any graphics from our Services without the accompanying text and in no circumstances may you download videos posted by other users onto any device.

- 5.5 We process any information We collect from you in accordance with our privacy policy and cookie policy, both of which can be found at <https://www.showcaser.com/privacypolicy> By

using our Services, you consent to such processing and you confirm that all data provided by you is accurate.

- 5.6 You must not attempt to gain unauthorised access to the server on which our Services are stored or any server, computer or database connected to our Services.
- 5.7 Your access to the Services may be occasionally restricted to allow for repairs, maintenance or the introduction of new facilities or services. We will attempt to restore the service as soon as We reasonably can. The Services are provided on an as-is basis, and We make no guarantee that the Services or individual functions of the Services will always be available and/or error free.
- 5.8 We make no promise that the Services or materials on the Services are appropriate or available for use in all locations, and accessing the Services from territories where its contents are illegal or unlawful is prohibited.

6. PROHIBITED USES

- 6.1 You may use our Services and your Account only for lawful purposes and not in any way that breaches any applicable law or regulation. In addition, you may not use our Services nor your Account:
 - 6.1.1 for harming or attempting to harm any individual;
 - 6.1.2 to send, receive, upload, download, use or re-use any material which does not comply with the standards set out in section 7.4 and 7.5 below;
 - 6.1.3 to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); and
 - 6.1.4 to create liability for or cause damage to us in any way.
- 6.2 You will not reproduce, duplicate, copy or resell our Services (or part of it or any content available on it) in breach of any of the provisions in these Terms and will not access, interfere with, damage or disrupt any part of our Services or any equipment or network on which our Services is stored or any software used in the provision of our Services.

7. UPLOADING MATERIAL TO OUR SERVICES

- 7.1 You acknowledge and agree that the default setting for all content uploaded to the Services is for all users of the Services to be able to view that content, including any general users of the internet who access that content via a link to the Services ("**Public Content**"). You may restrict which users or groups of users are able to view content you upload to the Services, or mark your videos viewable by 'Invite Only', via your Account settings ("**Restricted Content**").
- 7.2 Any content you upload to our site will be considered non-confidential. You retain all of your ownership rights in your content, but on uploading any content or materials to the Services you grant:
 - 7.2.1 to Us a worldwide, non-exclusive, royalty-free, transferable licence to use, copy, reproduce, distribute, prepare derivative works of, share, and display that content in connection with the service provided by the Services, the functions provided by your Account, and for the purposes set out in our privacy policy. In addition, you grant Us the right to use any Public Content in public playlists listed on the Services. We will not use any Restricted Content in public playlists; and
 - 7.2.2 to each user of the Services, a worldwide, non-exclusive, royalty-free licence to access your content via the Services (or a link to the Services) and to use, reproduce, distribute or display your content to the extent allowed by both the

functionality of the Services and any privacy settings you have set on your Account.

- 7.3 The licences in Section 7.2 above will terminate when you remove the relevant content or materials via your Account.
- 7.4 Any content or material that you upload to the Services or your Account must be accurate (where it states facts), genuinely held (where it states opinions) and comply with applicable law in the UK and in any country from which it is posted. You are responsible for all content or material uploaded to the Services via your Account, and the consequences of publishing it.
- 7.5 You must not upload anything to our Services nor your Account which:
- 7.5.1 contains defamatory, obscene, offensive, hateful, or inflammatory, violent or sexually explicit material;
 - 7.5.2 promotes discrimination;
 - 7.5.3 infringes any intellectual property rights or is in breach of any obligation owed to a third party;
 - 7.5.4 is false, inaccurate or misleading;
 - 7.5.5 contains personal data or information (including the appearance of any individuals) which you do not have permission to record or share;
 - 7.5.6 is (or could be considered to be) threatening, cause annoyance, harassment, distress, embarrassment, alarm, inconvenience or needless anxiety to any other person or invade another's privacy, or
 - 7.5.7 be used to impersonate any person, or to misrepresent your identity or affiliation with any person or give the impression that they come from Us.
- 7.6 You warrant that any content or material uploaded by you to the Services does and will comply with these standards.
- 7.7 You warrant that you have (and will continue to have during your use of the Services) all necessary licenses, rights, consents, and permissions which are required to enable Us to use your content for the purposes of the provision of the service by Us, and otherwise to use your content in the manner contemplated by these Terms.
- 7.8 You agree that content you upload to the Services will not contain any third party copyright material, or material that is subject to other third party proprietary rights (including rights of privacy or rights of publicity), unless you have a formal licence or permission from the rightful owner, or are otherwise legally entitled, to post the material in question.
- 7.9 We have the right to remove any content or material uploaded by you to the Services if it does not comply with the standards set out in these Terms.
- 7.10 You will indemnify Us against any third party claims made against Us arising from your use of the Services or any content or material uploaded to your Account.
- 7.11 We will not be responsible for the content or accuracy of any materials posted by you or any other user of our Services and we have the right at our sole discretion to remove any material uploaded to or posted on our Services.
- 7.12 We will keep any material or content uploaded to the Services for at least twelve (12) months from the date such content or material is uploaded.

8. **LINKING TO OUR SERVICES AND FRAMING**

- 8.1 Our Services may be framed on other Services provided always that you comply with these Terms and that any site which frames the Services complies with the standards set out in section 7.4 and 7.5. You may link to Showcaser from Services owned by you and that complies with the standards set out in 7.4 and 7.5, provided you do so legally. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists and any link must not damage our reputation or exploit it.
- 8.2 We reserve the right to withdraw your ability to do the above without notice or Your permission to do so upon providing reasonable notice.

9. **OUR LIABILITY**

- 9.1 The materials posted on our Services and the provision of our services via our Services are not intended to amount to advice on which you should rely. We therefore disclaim all liability and responsibility arising from any reliance placed by anyone on such materials and/or services. You must check any content on the Services yourself before relying on it, including by taking independent specialist advice, where appropriate.
- 9.2 The Services include information, materials, and content uploaded by other users of the site. This information and content, and these materials, have not been verified or approved by Us. The views expressed by other users on our site do not represent our views or values.
- 9.3 The material displayed on our Services and the provision of our services via the Services is provided without any guarantees, conditions or warranties as to its accuracy, availability or completeness. To the extent permitted by law, We hereby expressly exclude:
- 9.3.1 all conditions, warranties and other terms which might otherwise be implied by law;
 - 9.3.2 any liability whatsoever incurred by any user in connection the unavailability of, or results of the use of our Services, any websites linked to it and any materials posted via the Services;
 - 9.3.3 any liability for indirect or consequential loss or damage; and
 - 9.3.4 irrespective of whether indirect or direct any loss of data, anticipated savings, profits, contracts, business (or business opportunity), income, revenue, goodwill, reputation, or wasted management time.
- 9.4 Subject to sections 9.2, 9.3, and 9.5, if a claim is made under these Terms by you for any liability that may arise however so arising and such liability has not been excluded under these Terms, our total liability shall be capped at the greater of:
- 9.4.1 the charges paid to us pursuant to section 4, in the six months' prior to the date the claim arose; and
 - 9.4.2 £10,000 (ten thousand pounds).
- 9.5 Nothing in these Terms excludes or limits our liability for death or personal injury arising from our negligence, fraudulent misrepresentation, or any other liability which cannot be excluded or limited under applicable law.
- 9.6 We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other harmful material due to your use of our Services or to your downloading of any material posted on it, or on any Services linked to it.

10. **INTELLECTUAL PROPERTY RIGHTS**

- 10.1 Showcaser is our trademark. You are not permitted to use our trademark or any other trademarks we use on our sites without our approval. We are the owner or the licensee of all intellectual property rights in our Services and in the material published on it, except any material or content uploaded by you or another user, which is owned by the user who uploaded the content.
- 10.2 You are entitled to use the intellectual property rights in the Services solely to the extent required for normal use of the Services. Those works are protected by copyright laws, and treaties around the world. All such rights are reserved. Our status (and that of any contributors) as author of material on our Services must be acknowledged.
- 10.3 Where our Services contains links to other websites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those websites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. We do not endorse or make any warranties or representations about the other websites, or any information, software or other products or materials found there, or any results that may be obtained from using them.

11. **VIRUSES AND OTHER OFFENCES**

- 11.1 You must not misuse or allow others to misuse our Services by knowingly introducing viruses or other material which is malicious, harmful or which disrupt the current operation of our Services. You must not attack or allow or enable others to attack our Services via a denial-of-service attack or a distributed denial-of service attack.
- 11.2 If you breach this provision, you would commit a criminal offence under the UK Computer Misuse Act 1990 or may breach other relevant laws in a number of jurisdictions.

12. **SUSPENSION AND TERMINATION**

- 12.1 We will determine, in our discretion, whether there has been a breach of these Terms by you and, in such cases, We may take such action as We deem appropriate, including without limitation:
- 12.1.1 Upon providing you with such notice as is reasonable in the circumstances:
 - 12.1.1.1 withdrawal of your right to use our Services;
 - 12.1.1.2 removal of any material uploaded by you to our Services;
 - 12.1.1.3 closure of your Account;
 - 12.1.2 legal proceedings or legal action against you; and/or
 - 12.1.3 disclosure of such information to law enforcement authorities as We reasonably feel is necessary.
- 12.2 We exclude liability for actions taken in response to breaches of these Terms by you.
- 12.3 You may terminate your use of the Services and your agreement to the Terms by:
- 12.3.1 Notifying us writing at Showcaser Ltd, 75 King William Street, London, EC4N 7BE or info@showcaser.com; and
 - 12.3.2 Closing your Account.

- 12.4 In the event that you wish to cancel your subscription to any Chargeable Services, you may do so by notifying us in writing as set out in Section 12.3.1 above. In such circumstances, your subscription to such Chargeable Services shall end 30 days following our receipt of such notice. You will not be entitled to a refund if you cancel your subscription but you will be required to pay for any Chargeable Services received during the notice period.
- 12.5 In addition to the termination rights set out above, We may also cancel any Services by giving you 30 days notice (unless a shorter period is required due to exceptional circumstances), in which case you shall be entitled to a refund of any charges paid in advance for any Chargeable Services that terminate prior to the end of the relevant subscription period. No refund shall apply if we cancel the Services as described in Section 12.1 above.
13. **JURISDICTION AND APPLICABLE LAW**
- 13.1 The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our Services although We retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country.
- 13.2 These Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 13.3 If you are a consumer, there may be certain mandatory provisions of law in your country. Nothing in these terms, including as set out in this section, affects your rights to rely on such mandatory provisions of law.