



Terms of Service

RVX Software Solutions Limited T/A Ethos Recruitment

Effective Date: 11 August 2023

1. Introduction

These Website Terms of Service ("Terms") govern your use of Ethos Recruitment (collectively referred to as "Ethos," "we," "our" or "us") website located at www.ethos-recruitment.com/ ("Site" or "Website"), and all websites published by its affiliates.

These Terms apply to the Sites. Please read these Terms carefully as they affect your rights and liabilities under the law. **BY USING A SITE, YOU AGREE TO THESE TERMS; IF YOU DO NOT AGREE, PLEASE DO NOT USE THE SITE.**

If you have any questions about these Terms, please reach out to contact@ethos-recruitment.com. If you are seeking to order or instruct Ethos for the provision of recruitment services, our standard Terms of Business apply. To request a copy of our Terms of Business, please contact contact@ethos-recruitment.com.

2. Who is Ethos Recruitment?

At Ethos Recruitment, we understand that a company's most valuable asset is its people. Our mission is to connect progressive organisations with exceptional talent, ensuring the right fit every time - without breaking your budget.

Ethos Recruitment is a boutique recruitment firm providing end-to-end recruitment services ("Services"). Our offerings span from in-depth candidate search and vetting to industry-specific recruitment and executive searches. In addition, we provide HR consultancy, talent management solutions, and post-placement support, all while leveraging cutting-edge technology for a data-driven approach, maintaining professionalism, and ensuring client satisfaction.

Ethos Software Solutions Limited T/A Ethos Recruitment, Registration No. 13504994, registered in the United Kingdom with a registered office at 15-17 Wood Street, Barnet, Hertfordshire, EN5 4AT.

3. Use of Our Site

The Site is operated in order to assist you in understanding Ethos's services and in communicating with us. This Site is provided for your personal or business use subject to these Terms.

We collect data and information through our Site intended to provide Services to individuals seeking employment, for employers, their stakeholders or recruiters seeking candidates for employment, and for individuals seeking to become referrers of eligible candidates for employment. Any individual or entity that uses any aspect of the Site deemed ("User") are responsible for the information and content (collectively "Content" as outlined in detail below) that they post on or through the Site, including its legality, reliability, and appropriateness.

We take no responsibility and assume no liability for content you or any third party posts on or through the Site. However, by posting Content using the Site you grant us the right and licence to use, modify, publicly perform, publicly display, reproduce, and distribute such Content on and through the Site. You agree that this licence includes the right for us to make your Content available to other Users of the Site, who may also use your Content subject to these Terms.

4. Content

All text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork, computer code and service marks (collectively, "Content") including but not limited to the design, structure, selection, coordination, expression, "look and feel" and arrangement of such Content is owned, controlled or licensed by or to Ethos, and is protected. The owners of the marks on the Site retain all rights in and to the marks. Nothing grants users the right to use, reproduce or display any of the marks.

Except as expressly provided in these Terms, no part of the Site or Content may be copied, republished, reproduced, uploaded, encoded, translated, downloaded, displayed, distributed, posted, transmitted or sold in any form or by any means in whole or in part without prior written permission of Ethos.

You shall not reproduce or reuse this Site or any Content for any commercial purpose whatsoever.

All page headers, button icons, collection material, custom graphics and all other types of graphics used on this Site shall not be copied or imitated without the right owner's permission.

5. Privacy

Your privacy is important to us. If you have any questions about how we collect, process, store, use and delete your personal data or personally identifiable information (collectively, "PII"), please click here to review our [Privacy Policy](#), as the same may be amended from time to time (the "Privacy Policy"). We may release information relating to you to regulatory or law enforcement authorities, with or without notice to you, if required to do so by applicable law.

6. Changes to These Terms

Ethos reserves the right, at its sole discretion, to change, modify, add or remove any portion of these Terms in whole or in part, at any time. It is your responsibility to check these Terms periodically for changes. Your continued use of a Site following the posting of changes will mean that you accept and agree to the changes.

7. Monitoring

Ethos reserves the right to view, monitor and record activity on the Site without notice to or permission from you. We may disclose any Content, records, electronic communications, information, materials or other content of any kind if we believe in good faith that applicable law, regulation or legal process requires it, if such disclosure is necessary or appropriate to operate this Site, or to protect our rights or property or the rights or property of our Users and business partners.

8. Website User Conduct

While using the Site, you shall not:

- Disrupt or interfere with the security of the Site or otherwise abuse any service provided on the Site or linked website.
- Disrupt, interfere or abuse any other user's use or enjoyment of the Site.
- Obtain unauthorised access to any part of the Site that is restricted from public access.
- Introduce to the Site or imbed in the Site and "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent process, to access, acquire, copy or monitor any portion of the Site or its Content.
- Probe, scan or test the vulnerability of the Site or any network connected to the Site, nor breach the security or authentication measures on the Site or any network connected to the Site.
- Use the Site or any of its Content for any purpose that is unlawful or prohibited by these Terms of Use.

We may terminate or suspend your access to the Site immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of the Terms.

If you wish to terminate your account, you may email contact@ethos-recruitment.com requesting your account be deleted.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

9. Receiving Communications from Ethos

On the Site, you may elect to receive communications from us, including via email, about jobs or candidates that may be of interest to you or your company. If you so elect, you will have to provide us with your email address and other information, including your Personally Identifiable Information (PII), so that we can send you the communications. You must ensure that the details provided by you are correct and complete. You must inform us immediately of any changes to the information that you provided when registering by updating your personal details. This will enable us to communicate with you effectively. Some of the information that you provide to us on the Site is PII. Our storage, processing, use and deletion of your PII is subject to the [Privacy Policy](#).

If you register to use a Site or create an account on the Site, you will be asked to create a password. To prevent fraud it is your responsibility to keep this password (or passwords) confidential and you must not disclose to anyone. If you suspect that someone else knows your password, you should notify us immediately by contacting contact@ethos-recruitment.com. If Ethos has reason to believe that there is or is likely to be a breach of security or misuse of the Site, we may ask you to change your password or we may even suspend your account.

10. Intellectual Property

The Site and its Content (including Content provided by users), features and functionality are and will remain the exclusive property of Ethos. The Site currently is, or shall be, protected by copyright, trademark, and other laws of both the United Kingdom and foreign countries. Our trademarks may not be used in connection with any product or service without the prior written consent of Ethos.

The look and feel of the Site, proprietary content and software code and other intellectual property associated therewith are owned by Ethos and subject to and protected under intellectual property laws. You acknowledge that Ethos owns all rights, title, and interest in and to the Site (including all improvements, updates, modifications or enhancements, whether made, created or developed by us) and you agree not to take any actions inconsistent with such ownership interests.

If you are an employer or a recruiter using the Site and our services, you hereby grant Ethos a non-exclusive, worldwide, royalty-free licence to display any job description along with any graphics or other information provided, and to hyperlink to the website provided in connection with the Services.

11. Availability of the Site

Ethos cannot guarantee that the Site, or any of the Sites, or the Content on any Site will be free of fault or available 100% of the time. If a fault occurs in the service please report it to contact@ethos-recruitment.com. If we are informed of any inaccuracies in the Content or of a fault, we will attempt to correct the inaccuracies or faults as soon as reasonably possible.

Access to the Site may occasionally be restricted to allow for repairs, maintenance or the introduction of new facilities or services. We will endeavour to restore the service as soon as possible.

12. Links to Third Party Websites

The Site may contain links to other websites including independent third-party websites. Although we exercise reasonable care in providing links to third party websites that may be of interest to you or are related to our Services, Ethos is not responsible for the content, security, availability and privacy practices used by such linked websites. We recommend that before using or providing any information, including PII, to any third party linked to the Site, that you review the third party and its privacy practices.

The linked pages are provided solely for your convenience and are not under our control. Ethos is not responsible for, and does not endorse, the content of these linked websites nor their services or practices. You will need to make your own independent judgement regarding your interaction with these parties and websites.

13. You Indemnify Ethos

By using the Site, you agree to defend, indemnify and hold harmless Ethos and its licensee and licensors, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of (a) your use and access of the Site (b) a breach of these Terms, or (c) Content posted on the Site.

14. Limitation of Liability

In no event shall Ethos, nor its officers, directors, shareholders, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or

other intangible losses, resulting from (a) your access to or use of or inability to access or use the Site, (b) any conduct or content of any third party on the Site, (c) any content obtained from the Site, and (d) unauthorised access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

SOLE REMEDY. To the fullest extent permitted by applicable law, your sole remedy against Ethos for any claims arising out of your use of the site or your dissatisfaction with the site or any of the content, is to stop using the site.

DIRECT DAMAGES LIMITATION. If, notwithstanding the foregoing, Ethos or any of their respective officers, directors, employees, predecessors, successors, agents and business partners, are finally found to be liable to you by a court of competent jurisdiction for direct damages, then Ethos and its officers', directors', employees', predecessors', successors', agents' and business partners' aggregate liability to you (or anyone claiming by, through under you or on your behalf) shall, in no event, exceed £1,000 except that these terms of use shall not limit or affect our liability if something we do negligently causes death or personal injury to you.

NO INDIRECT/SPECIAL/PUNITIVE/CONSEQUENTIAL DAMAGES. In no event will Ethos and our officers, directors, employees, predecessors, successors, agents and business partners be liable to you (or anyone claiming by, through under you or on your behalf) or any third party for any, indirect, exemplary, special, incidental, punitive (including lost profits) or consequential damages relating to or arising out of, in any way, your use of this site, even if Ethos has been advised of the possibility of such risk or damages.

15. Disclaimer

Your use of the Site is at your sole risk. The Site is provided on an "As is" and "As available" basis. The Site is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

Ethos, its subsidiaries, affiliates, and its licensors do not warrant that (a) the Site will function uninterrupted, secure or available at any particular time or location, (b) any errors or defects will be corrected, (c) the Site is free of viruses or other harmful components, (d) information on the Site is accurate, complete, or current, or e) the results of using the Site will meet your requirements.

Ethos is not a referral service and does not recommend or endorse any particular employers or recruiters. Ethos acts as an intermediary that provides access to employment opportunities and selected information about potential candidates for employment. We do not offer advice regarding the quality or suitability of any particular job, candidate, employer or recruiter, and no information on this Site should be construed as employment advice. You should obtain any additional information necessary to make an informed decision prior to accepting a position with any employer or recruiter.

You assume all responsibility in connection with choosing an employment opportunity, whether or not you obtained information about such employment opportunities on or through this Site. Ethos and its licensors, suppliers and affiliates, and the managers, directors, officers, agents, and representatives of each, assume no (and hereby disclaim all) responsibility or liability of any kind, for any disruption of your employment relationship, services rendered by any employers or recruiters, or for any equal opportunity claims, employment discrimination claims, and other claims that may arise directly or indirectly from any such services.

All Content and any and all materials, including without limitation job postings and resumes and other materials disclosed or provided to Ethos on or in connection with this Site are submitted by you without any restrictions or expectation of confidentiality. You hereby assign to us without additional consideration or further obligation, all rights now known or hereafter existing to use, allow others to use, or assign the right to use, the information so provided. You further agree that the Content and information provided to Ethos may be used without restriction for any purpose whatsoever, commercial or otherwise, without compensation to you, including the right to use, reproduce, modify, adapt, publish, transmit, publicly perform or display, translate, create derivative works from, or otherwise communicate to the public the Content and other information on the Site or elsewhere by us, our assigns or others we have allowed to use the Content and other information provided. You will not assert any proprietary right or moral right of any kind with respect to any Content or other information given to Ethos.

Ethos expressly disclaims any and all responsibility and liability with respect to agreements made with recruiters, employers or with other third parties who offer products or services on the Site, and you will look solely to such recruiters, employers and third parties with respect to any and all claims related to such products and services.

16. Jurisdiction and Governing Law

These Terms and all other legal clauses of this Site shall be governed by and construed in accordance with the law of the country in which you are based. The courts of the same country shall have exclusive jurisdiction to resolve any dispute arising from communications and transactions arising from the use of this Site.

17. Miscellaneous

Your rights under these Terms of Service may not be transferred to any other person or entity. Ethos may assign or transfer our rights under these Terms without your consent or notice to you.

If you breach these Terms of Service and we do not act upon it at the time, Ethos will still be entitled to use its rights and remedies at a later date or if you commit further breaches of the Terms of Service. We shall not be responsible for any breach of these Terms caused by circumstances beyond our reasonable control.

If you have any queries, please email contact@ethos-recruitment.com.

18. Contact Us

If you have any questions about these Terms, please contact us at contact@ethos-recruitment.com.