

PLEASE READ CAREFULLY BEFORE ACCESSING THE PORTAL ON THIS WEBSITE:

This licence agreement (**Licence**) is a legal agreement between you (**you**) and Citi Logik of The Platform, New Station Street, Leeds, LS1 4JB (**us** or **we**) for use of the Citi Logik People Movement Portal, being a web-based portal, and the content supplied within our portal (the **Portal**).

You are able to access the Portal either:

- (a) under an agreement for services / licence to data between you or your employer and us; or
- (b) subject to our standard terms and conditions:

<https://www.citilogik.com/standardterms>,

and the relevant set of terms are referred to as the **Data Services Terms** in this licence.

We license use of the Portal to you on the basis of this Licence and the Data Services Terms. We do not sell the Portal to you or your employer. We remain the owners of the Portal at all times.

IMPORTANT NOTICE TO ALL USERS:

- BY CLICKING ON THE "ACCEPT" BUTTON BELOW YOU AGREE TO THE TERMS OF THIS LICENCE WHICH WILL BIND YOU. THE TERMS OF THIS LICENCE INCLUDE, IN PARTICULAR, LIMITATIONS ON LIABILITY IN CONDITION 4.1 AND CONDITION 5.
- IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENCE, YOU MUST CLICK ON THE "REJECT" BUTTON BELOW AND YOU MAY NOT ACCESS THIS PORTAL.

You should print a copy of this Licence for future reference.

1. **Grant and scope of licence**

- 1.1. In consideration of the payment obligations set out in the Data Services Terms and you agreeing to abide by the terms of this Licence, we grant to you a non-exclusive, non-transferable licence to use the Portal in the UK on the terms of this Licence and the Data Services Terms.
- 1.2. This Portal, its content and any services provided in relation to the same are only targeted to, and intended for use by, individuals located in the UK. By continuing to access, view or make use of the Portal and any related content and services, you hereby warrant and represent to us that you are located in the UK. If you are not located in a Permitted Territory, you must immediately discontinue use of the Portal and any related content and services.
- 1.3. You may use the Portal for your internal business purposes only by the number of concurrent users agreed in the Data Services Terms.
- 1.4. You must keep your Portal account details safe.

- 1.5. 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. You must not disclose it to any third party.

2. **Restrictions**

- 2.1. You may print off one copy, and may download extracts, of any page(s) from the Portal for your personal use and you may draw the attention of others within your organisation to content posted on the Portal.
- 2.2. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- 2.3. Our status (and that of any identified contributors) as the authors of content on the Portal must always be acknowledged (except where the content is user-generated).
- 2.4. You must not use any part of the content on the Portal for commercial purposes except as set out in the Data Services Terms.
- 2.5. If you print off, copy, download, share or repost any part of the Portal in breach of these terms of use, your right to use the Portal will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.
- 2.6. You shall not conduct, facilitate, authorise or permit any text or data mining or web scraping in relation to the Portal or any services provided via, or in relation to, the Portal. This includes using (or permitting, authorising or attempting the use of):
 - 2.6.1. any "robot", "bot", "spider", "scraper" or other automated device, program, tool, algorithm, code, process or methodology to access, obtain, copy, monitor or republish any portion of the Portal or any data, content, information or services accessed via the same; or
 - 2.6.2. any automated analytical technique aimed at analysing text and data in digital form to generate information which includes but is not limited to patterns, trends and correlations.
- 2.7. The provisions in this clause should be treated as an express reservation of our rights in this regard, including for the purposes of Article 4(3) of Digital Copyright Directive ((EU) 2019/790).

3. **Intellectual property rights**

- 3.1. You acknowledge that all intellectual property rights in the Portal and the content anywhere in the world belong to us or our licensees, that rights in the Portal and the content are licensed (not sold) to you, and that you have no rights in, or to, the Portal or the content other than the right to use them in accordance with the terms of this Licence and the Data Services Terms.
- 3.2. You acknowledge that you have no right to have access to the Portal in source code form.

4. **Use of the Portal**

- 4.1. Subject to the provisions of the Data Services Terms:

- 4.1.1. we do not guarantee that the Portal, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of the Portal for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal;
- 4.1.2. although we make reasonable efforts to update the information on the Portal, we make no representations, warranties or guarantees, whether express or implied, that the content on the Portal is accurate, complete or up to date; and
- 4.1.3. where the Portal contains links to websites 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.

5. **Limitation of liability**

- 5.1. Your use of the Portal is subject to the limitations of liability set out in the Data Services Terms and:
 - 5.1.1. we exclude all implied conditions, warranties, representations or other terms that may apply to the Portal or any content on it;
 - 5.1.2. we will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
 - 5.1.2.1. use of, or inability to use, the Portal; or
 - 5.1.2.2. use of or reliance on any content displayed on the Portal.
 - 5.1.3. in particular, we will not be liable for:
 - 5.1.3.1. loss of profits, sales, business, or revenue;
 - 5.1.3.2. business interruption;
 - 5.1.3.3. loss of anticipated savings;
 - 5.1.3.4. loss of business opportunity, goodwill or reputation; or
 - 5.1.3.5. any indirect or consequential loss or damage.

6. **Termination**

- 6.1. We may terminate this Licence immediately by written notice to you if you commit a material or persistent breach of this Licence which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so.
- 6.2. On termination for any reason:
 - 6.2.1. all rights granted to you under this Licence shall cease; and
 - 6.2.2. you must immediately cease all activities authorised by this Licence.

7. **Communications between us**

- 7.1. We may update the terms of this Licence at any time on notice to you in accordance with this condition 7. Your continued use of the Portal following the deemed receipt and service of the notice under condition 7.3 shall constitute your acceptance to the terms of this Licence, as varied. If you do not wish to accept the terms of the Licence (as varied) you must immediately stop using and accessing the Portal on the deemed receipt and service of the notice.
- 7.2. If we have to contact you, we will do so by email or by pre-paid post to the address you provided in accordance with your registration of the Portal.
- 7.3. Note that any notice:
- 7.3.1. given by us to you will be deemed received and properly served 24 hours after it is first posted on our website, 24 hours after an email is sent, or three days after the date of posting of any letter; and
 - 7.3.2. given by you to us will be deemed received and properly served 24 hours after an email is sent, or three days after the date of posting of any letter.
- 7.4. In proving the service of any notice, it will be sufficient to prove, in the case of posting on the Portal, that the Portal was generally accessible for a period of 24 hours after the first posting of the notice; in the case of a letter, that such letter was properly addressed, stamped and placed in the post to the address of the recipient given for these purposes; and, in the case of an email, that such email was sent to the email address of the recipient given for these purposes.

8. **Events outside our control**

- 8.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this Licence that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in condition 8.2.
- 8.2. An **Event Outside Our Control** means any act or event beyond our reasonable control, including without limitation failure of public or private telecommunications networks.
- 8.3. If an Event Outside Our Control takes place that affects the performance of our obligations under this Licence:
- 8.3.1. our obligations under this Licence will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control; and
 - 8.3.2. we will use our reasonable endeavours to find a solution by which our obligations under this Licence may be performed despite the Event Outside Our Control.

9. **How we may use your personal information**

Under data protection legislation, we are required to provide you with certain information about who we are, how we process the personal data of those individuals who use the Portal and for what purposes and those individuals' rights in relation to their personal data and how to exercise them. This information is provided in our

privacy policy (<https://www.citilogik.com/privacy>) and it is important that you read that information.

10. **Other important terms**

- 10.1. We may transfer our rights and obligations under this Licence to another organisation, but this will not affect your rights or our obligations under this Licence.
- 10.2. You may only transfer your rights or your obligations under this Licence to another person if we agree in writing.
- 10.3. This Licence and the Data Services Terms constitute the entire agreement between us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter. You agree that you shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Licence or the Data Services Terms. You agree that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Licence or the Data Services Terms.
- 10.4. If we fail to insist that you perform any of your obligations under this Licence, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing signed by us, and that will not mean that we will automatically waive any later default by you.
- 10.5. Each of the conditions of this Licence operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.
- 10.6. This Licence, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both irrevocably agree to the exclusive jurisdiction of the courts of England and Wales.