

# uCheck Website Terms of Use

This page (together with the documents referred to in it) explains the terms of use on which you may make use of our website [www.ucheck.co.uk](http://www.ucheck.co.uk)

Please read these terms of use carefully before you start to use our website. By using our website, you indicate that you accept these terms of use and that you agree to abide by them. If you do not agree to these terms of use, please refrain from using our website.

You are responsible for ensuring that all persons who access our website through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them. Your use of our HR Platform and/or DBS Assist systems will be governed by a separate set of terms and conditions which you can request by emailing us using the contact details below.

Our website is operated by uCheck Limited ("uCheck", "we", "us" and "our"). uCheck is a limited company registered in England and Wales under company number 07879166 and have our offices at Suite 3 & 4, Chiltern House, Sigford Road, Marsh Barton, Exeter, Devon, EX2 8NL. To contact us, please use email [info@ucheck.co.uk](mailto:info@ucheck.co.uk)

## Accessing our website

Access to our website is permitted on a temporary basis and we reserve the right to withdraw or amend any service we provide on our website without notice. Our website is directed to people residing in the United Kingdom. We do not represent that content available on or through our website is appropriate for use or available in other locations.

## When using our website, you must do so only for lawful purposes, and you may not use our website:

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm minors in any way, or to bully, insult, intimidate or humiliate any person.
- To send, knowingly receive, upload, download, use or re-use any material that is defamatory of any person, is obscene, offensive, hateful or inflammatory, promotes sexually explicit material, promotes violence, promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age, infringes any copyright, database right or trade mark of any other person, is likely to deceive any person, is made in breach of any legal duty owed to a third party (such as a contractual duty or a duty of confidence), promotes any illegal activity or is in contempt of court, is threatening, abuses or invades another's privacy, or causes annoyance, inconvenience or needless anxiety, is likely to harass, upset, embarrass, alarm or annoy any other person, is used to impersonate any person, or to misrepresent your identity or affiliation with any person, gives the impression that they emanate from us, if this is not the case, advocates, promotes or assists any unlawful act such as (by way of example only) copyright infringement or computer misuse, and/or contains a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect

encouragement or other inducement to the commission, preparation or instigation of acts of terrorism.

- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

## When using our website, you agree (by such use):

- Not to reproduce, duplicate, copy or re-sell any part of our websites, in contravention of the provisions of these terms of use.
- Not to access without authority, interfere with, damage or disrupt any part of our website, any equipment or network on which our website is stored, or any equipment or network or software owned or used by any third party.

We will determine, at our discretion, whether there has been any breach of these terms through your use of our website. When such a breach has occurred, we may (without liability) take such action(s) as we reasonably deem appropriate in the circumstances, including (without limitation) immediate, temporary or permanent suspension of your right to access or use our website, immediate, temporary or permanent removal of any information uploaded by you to our website, issuing a warning to you, taking legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach, taking further legal action against you as we reasonably feel is necessary and/or the disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

## Keeping your account and login details safe

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 to access any part of our website or our services, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you, knows your user identification code or password, you must promptly notify us at [governance@ucheck.co.uk](mailto:governance@ucheck.co.uk)

## Intellectual property rights and using material on our website

All trademarks used that we use as part of our business from time to time are registered trademarks of uCheck Limited. You are not permitted to use them without our approval, unless they are part of material you are using as permitted in accordance with these terms.

We are the owner or the licensee of all intellectual property rights in our website, and in the material published on it. Copyright laws and treaties around the world protect those works. All such rights are reserved. You may print off one copy, and may download extracts, of any page(s) from our website for your personal reference and you may draw the attention of others within your organisation to material posted on our website.

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. You must not use any part of the materials on our website for commercial purposes without obtaining a licence to do so from us. Our status as the authors of material on our website must always be acknowledged.

If you print off more than one copy or download any part of our website without a licence, you will be in breach of these terms of use, your right to use our website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

## Reliance on information posted on our website

Commentary and other materials posted on our website are not intended to amount to advice on which reliance should be placed. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our website. We, therefore, disclaim all liability and responsibility arising from any reliance placed on any such commentary or materials by any visitor to our website or by anyone who may be informed of any of its contents.

## Our website changes regularly

We do not guarantee that our website, or any content on it, will always be available or be uninterrupted. We aim to update our website regularly and may change the content at any time. If the need arises, we may suspend access to our website or close our website indefinitely. We will try to give you reasonable notice of any suspension or withdrawal where it is reasonably possible for us to do so. Any of the material on our website may be out of date at any given time, and we are under no obligation to update such material.

## Our website liability

The material displayed on our website is provided without any guarantees, conditions or warranties as to its accuracy, completeness or that it is up to date.

## Limitation of Liability

To the extent permitted by law, we hereby expressly exclude:

- All conditions, warranties and other terms that might otherwise be implied by statute, common law or the law of equity.
- Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our website or in connection with the use, inability to use, or results of the use of our website, any websites linked to it and any materials posted on it, including (without limitation) any liability for:

- loss of income or revenue
- loss of business
- loss of profits or contracts
- loss of anticipated savings
- loss of data
- loss of goodwill
- business interruptions
- wasted management or office time
- any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

## Information about you and your visits to our website

We will only process information about you in accordance with our Privacy Policy available at [www.ucheck.co.uk](http://www.ucheck.co.uk)

## Virus hacking and other offences

You must not misuse our website 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 website, or the server(s) on which our website is stored, or any server, computer or database connected to our website. You must not attack our website via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. 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 website will cease immediately.

We do not guarantee that our website (or the materials on it) will be free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software. We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our website or to your downloading of any material posted on them, or on any websites linked to them.

## Linking to our website

You may link to our website home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but 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. You must not establish a link from any websites that are not owned by you.

Our website must not be framed on any other websites, nor may you create a link to any part of our website other than the home page. We reserve the right to withdraw linking permission

without notice. If you wish to make any use of material on our website other than that set out above, please address your request to [governance@ucheck.co.uk](mailto:governance@ucheck.co.uk)

## Links from our website

Where our website contains links to other 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. We have no control over the contents of those external sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them.

## Transferring this agreement to someone else

We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

## Jurisdiction and applicable law

The English courts will have jurisdiction over any claim arising from, or related to, any visit to our website, although we retain the right to bring proceedings against you for any breach of these terms of use in your country of residence or any other relevant country. English law governs these terms of use.

## Variations - website

We may revise these terms of use at any time by amending these pages. You are expected to check these pages from time to time to take notice of any changes we make, as they are binding on you. Some of the provisions contained in these terms of use may be superseded by terms, provisions or notices published elsewhere on our website. These terms were most recently updated on 31.05.2023.

### Your concerns

If you have any concerns about material that appears on our website, please contact [info@ucheck.co.uk](mailto:info@ucheck.co.uk)