Cappfinity

Cappfinity Limited

User Agreement

Effective from: 17th September 2025

1. Introduction

i. This User Agreement, referred to below as the '**Terms**', sets out how you may use the Cappfinity products and solutions including assessments and other activities (referred to as the '**Site**'). It also governs how you may use any text, images, video, audio or other multimedia content, software or other information or material uploaded to or downloaded from the Site (the '**Content**').

ii. This Site is operated by Cappfinity Limited ('**we**', or '**us**'). Our registered company number is 06802155 and our registered office address is: 2230-2235 Regents Court, The Crescent, Birmingham Business Park, B37 7YE, England.

iii. Please read these Terms carefully before using the Site. By accessing or using this Site or otherwise indicating your consent, you agree to be bound by these Terms and the documents referred to in them. If you do not agree with or accept any of these Terms, you should cease using the Site immediately.

iv. These Terms may be supplemented or replaced by additional terms relating to specific Content or services made available through the Site ('**Additional Terms**'). Additional Terms will be made available on relevant pages of the Site and will be accessible by you for your acceptance before you enter data, commence an assessment, or agree that your personal data may be shared with a prospective employer or your employer. Additional Terms shall prevail to the extent there is any conflict or inconsistency with any other of these Terms.

v. We seek to make this Site as accessible as possible. If you have any problems accessing this Site or the Content contained on it, or have any questions about the Site, please contact us at **support@cappfinity.com** Please read our Privacy Notice which can be found at the following location-**https://cappfinity.com/documents/policies/Cappfinity-Global-Web-Privacy-Notice.pdf** for details on the information and data we collect.

2. Acceptable Use

i. By using the Site, you confirm that you are at least 16 years of age and are accessing it solely for your personal use relating to your trade, business, craft, or profession. You shall not use the Site in any other circumstance.

ii. You represent and warrant that all registration information you provide shall be accurate, and shall register with your legal name, entering only truthful, accurate, and complete personal details about

yourself, in order to facilitate the accuracy of the match between you as a prospective candidate and any prospective employer, or for your employer to make an accurate assessment of you. You shall not enter false, incomplete, or misleading information, allow others to complete assessments or any other activities or upload information on your behalf or in your name, or complete assessments or upload information on behalf of others

iii. You will not use any AI programmes or other tools when completing any assessment or other activity on the site.

iv. You agree that you shall not use the Site or its Content:

1. for any purpose that is unlawful or prohibited by these Terms;
2. in a way that infringes any third party rights, such as intellectual property rights;
3. to defame or disparage any person, or upload material of an obscene, derogatory, or offensive nature;
4. in a way that brings us or any person into disrepute, or causes us to be liable to any person;
5. to distribute viruses or malware or other similar harmful software code;
6. to represent or suggest that we endorse any other business, product or service unless we have separately agreed to do so in writing,

and indemnify us and shall hold us harmless against all liabilities, damages, losses, costs and expenses (including legal expenses and amounts paid in settlement of any disputes) suffered or incurred by us arising as a result of any breach by you of this clause 2(iii).

v. You shall not use the Site to provide any similar services (to those offered by us) to third parties, or use any information obtained through using the Site to create any software or product where the use is substantially similar to that of the Site.

vi. You shall not use the Site in any manner that disrupts the operation of the Site or our business, or the website or business of any other entity, and in particular shall not:

1. attempt to circumvent password or user authentication methods; or
2. seek to gain unauthorised access to or use of computers, data, systems, accounts, or network in connection with the Site.

3. Access Credentials

i. We provide parts of this Site on a free-to-use basis in accordance with these Terms, but you may need to register and/or to pay to use some areas. In some cases we may restrict access by age and/or location of the user, at our sole discretion. We may refuse some registration applications in our sole discretion.

ii. We may issue you with a username and password and/or other access control for this Site or certain parts of it (together referred to as 'credentials'). These are for your personal use only. You must not tell them to anyone else or allow anyone else to use them. You must not use anyone else's credentials. You must tell us if you think your credentials are no longer confidential. If you do, or if we believe it is necessary, we may issue you with replacement credentials.

iii. You are solely responsible for keeping your credentials confidential, and are solely responsible for all costs and expenses incurred in relation to the use of the Site using them.

4. Submitting information to the Site

i. This Site is designed to provide personnel assessment processes and procedures to help employers and prospective employees to engage more efficiently and effectively, and to enable individuals to develop and enhance their skills. We encourage all users to interact with the Site and its users constructively by submitting content (including messages to us and other users)—we refer to this as '**User Material**'.

ii. Whilst we reserve the right to monitor, edit, review and remove User Material on the Site from time to time, we are under no obligation to you to do so and assume no liability arising from any User Material nor for any error, omission, infringement, defamatory statement, obscenity, or inaccuracy contained in any such material.

iii. You represent and warrant that any User Material you upload shall be true and accurate to the best of your knowledge and belief, and that you have all necessary consents to upload it and to grant the rights set out in clause 5 below.

iv. You acknowledge that any User Material you provide that contains personal data can be used by us in accordance with our Privacy Notice, including for purposes of analysis and processing in connection with specific job applications, the provision of feedback and automated advice, research and analysis, recommending the use of career development techniques and approaches, and liaison with potential employers and employers. Subject to obtaining your prior express consent, you agree that we may pass on your User Material (including personal data) to specified third parties in connection with your applications for employment.

5. Ownership, use and intellectual property rights

i. Unless agreed otherwise, you will continue to own any intellectual property rights subsisting in User Material you upload. By submitting your User Material you grant us a non-exclusive, perpetual, irrevocable, worldwide licence to use, reproduce, modify, publish, edit, translate, analyse, distribute, perform, and display the User Material (in whole or in part) on the Site, and on any other websites operated by us, indefinitely.

ii. This Site (including all Content on the Site, but excluding your User Material) is protected by intellectual property rights which are owned by us or our licensors. We and our licensors reserve all intellectual property rights (which include all copyright, trade marks, domain names, design rights, database rights, patents, and all other intellectual property rights of any kind) whether registered or unregistered, anywhere in the world.

iii. Nothing in these Terms grants you any rights in the Site or its Content other than as necessary to enable you to access the Site. You agree not to copy or otherwise seek to reproduce information or data included on the Site or forming part of the Content or to adjust or to try to circumvent or delete any intellectual property notices or any anti-copying device contained on the Site and in particular in any digital rights or other security technology embedded or contained within any Content.

6. The Roles of Data Controller and Data Processor

i. Depending on the type of assessment you complete, and the process by which you complete the assessment, we may be acting as Data Controller or Data Processor in relation to any personal data that you provide. Typically, we will be acting as Data Controller if you have independently chosen to complete an assessment with us. We will normally be acting as Data Processor if you are completing an assessment or other activity as part of a recruitment and selection or development process which is being delivered by us on behalf of a third party.

ii. If we are acting as Data Processor, we will be following the specific instructions provided to us by the Data Controller in respect of how we process and manage your personal data. Please refer to the Data Controllers privacy notice for further information.

iii. If we are acting as the Data Controller, our Privacy Policy sets out details of the data we process for these purposes.

7. Software

i. Where any software is made available for downloading from the Site, this is our copyrighted work and/or that of our licensors. You may only use such software in accordance with the terms of any end user licence agreement that accompanies the software and in accordance with these Terms. All such software is made available for downloading solely for your personal use relating to your trade, business, craft, or profession, and not in a commercial manner. Any reproduction or redistribution of software not in accordance with the end user licence agreement and/or these Terms is expressly prohibited, and may result in severe civil and criminal penalties.

ii. Our software is warranted only to the extent expressly required by English law or according to the terms of the end user licence agreement. We hereby disclaim all other warranties, conditions and

other terms (whether express or implied) with regard to the software, including all implied warranties and conditions of satisfactory quality, freedom from defects and fitness for a particular purpose. In no event shall our aggregate liability in respect of any such software exceed the limitations of liability in the applicable end user licence agreement, or in all other cases the greater of: (i) the amount you paid for the relevant software; or (ii) £100.

8. Accuracy of information and availability of the Site

i. We make commercially reasonable efforts to ensure that the Site is available, however we do not represent, warrant or guarantee in any way the Site's continued availability at all times or uninterrupted use by you of the Site. We may suspend or terminate operation of the Site at any time at our sole discretion.

ii. We make commercially reasonable efforts to include accurate and up-to-date information on the Site, however we do not represent, warrant, or promise (whether expressly or by implication) that any Content is or remains available, accurate, complete and up to date, free from bugs, errors or omissions or fit or suitable for any purpose. We shall not be liable for any User Material provided by other users.

iii. Content on the Site is provided for your general information purposes only and to inform you about us and our products and news, features, services and other websites, which may be of interest. It does not constitute technical, financial or legal advice or any other type of advice and should not be relied on for any purposes. Any reliance you place on the information on this Site is at your own risk.

iv. The Site may contain hyperlinks or references to third party websites, which are provided for your convenience only. We have no control over third party websites and accept no responsibility for any content, material, or information contained in them. The display of any hyperlink and reference to any third party website does not constitute an endorsement of such third party's website, products, or services. Your use of a third party site may be governed by the terms of that third party site.

9. Limitation of liability

i. Nothing in these Terms shall exclude or limit either party's liability for death or personal injury arising from its negligence, for any fraud or fraudulent misrepresentation, or for any other liability that is not capable of being excluded in compliance with law. Nothing in these Terms affects your statutory rights.

ii. Under no circumstances shall our aggregate liability to you for any and all claims arising from your use of the Site (including the downloading or use of any Content) exceed the greater of: (i) £100;

or the amounts paid by you to us in relation to your use of the Site in the 12 months prior to the cause of action first arising.

iii. We shall have no liability for any:

a. direct or indirect loss of profit, revenue, opportunity or saving, damage to reputation or goodwill; or

b. indirect or consequential loss,

in each case whether arising in contract, tort, breach of statutory duty or otherwise.

iv. Your use of the Site is on an 'as is' and 'as available' basis. All Content is provided for information purposes only and does not represent advice. We make no representations, warranties, conditions or other terms (whether express or implied) in relation to the provision of the Site, including without limitation as to completeness, accuracy and currency or any Content on the Site, or as to satisfactory quality, or fitness for particular purpose. We shall have no liability for negligent misstatement, nor for any other liability (whether arising in contract, tort, breach of statutory duty or otherwise) for any loss suffered by you or any person as a consequence of any error or inaccuracy in Content, or the unavailability of the Site.

v. We shall have no liability for any breach of our obligations to the extent caused by any event or circumstance beyond our reasonable control (including acts and omissions of third parties, strikes, lock-outs and other industrial disputes, breakdown of systems or network access, flood, fire, explosion, and accidents).

10. Suspension and Termination

i. We reserve the right to suspend or terminate your access to the Site if you do not fully comply with these Terms.

ii. We may suspend your access to the Site if we believe it is reasonably necessary to prevent or mitigate damage or disruption to the Site, our systems, or our business.

11. General

i. No changes to these Terms are valid or have any effect unless agreed by Cappfinity in writing. We reserve the right to vary these Terms from time to time, in which case our new Terms will be displayed on the Site. By continuing to use and access the Site following such changes you agree to be bound by any such replacement Terms. It is your responsibility to check these terms from time to time.

ii. Unless otherwise expressly stated in these Terms, all notices from you to us must be in writing and sent to our contact address at Cappfinity Limited, 2230-2235 Regents Court, The Crescent,

Birmingham Business Park, B37 7YE, England and all notices from us to you will be displayed on our website from to time.

iii. If any part of these Terms is unenforceable, the enforceability of any other part of these terms and conditions will not be affected. If we choose not to enforce any right that we have against you at any time, then this does not prevent us from later deciding to exercise or enforce that right.

iv. A person who is not a party to this agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

v. These Terms (together with any applicable Additional Terms) contain the entire understanding and agreement between us and you in relation to your use of the Site and supersede and extinguish any representation, statement, or other communication made by you or us which is not contained herein. We shall have no liability for any such representation being untrue or misleading.

vi. You may not assign, sub-license or otherwise transfer any of your rights and obligations in these terms to any other person.

vii. The words "including" and "in particular" and any similar words or expressions are by way of illustration and emphasis only and do not operate to limit the generality or extent of any other words or expressions.

viii. These Terms are governed by the law of England and any dispute as to the meaning or the enforcement of this agreement shall be subject to the exclusive jurisdiction of the English courts.