

Terms of use

This terms of use (together with the documents referred to in it) tells you the terms of use on which you may make use of: (i) our Website, www.thrivetech.co, (Website); or (ii) our application software “Thrive” (our App), once you have used our website or received an invite by an employer or university to complete a set of assessments on your mobile telephone or handheld device, whether as a guest or a registered user. Use of our App includes downloading, accessing, completing assessments, browsing, or registering to use our App. Collectively, the Website and the App are known as the “Thrive Platforms”

Please read these terms of use carefully before you start to use the Thrive Platforms, as these will apply to your use of the Thrive Platforms.

By using the Thrive Platforms, you confirm that you accept these terms of use and that you agree to comply with them.

If you do not agree to these terms of use, you must not use the Thrive Platforms.

Other applicable terms

These terms of use refer to our Privacy Policy (<http://thrivetech.co/privacy-policy/>) which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using the Thrive Platforms, you consent to such processing in accordance with the Privacy Policy and you warrant that all data provided by you is accurate.

Information about us

Thrive is a web application operated by Thrive Technology Ltd (trading as Thrive) (we). We are registered in England and Wales under company number 12538188 and have our registered office at 20-22 Wenlock Road, Islington, London, N1 7GU. You may contact us at software-tech@thrivetech.co.

Changes to these terms

We may revise these terms of use at any time by amending this page.

Please check this page from time to time to take notice of any changes we make, as they are binding on you.

Changes to the Platform

We may update the Thrive Platforms from time to time and may change the content at any time. However, please note that any of the content on the Thrive Platforms may be out of date at any given time, and we are under no obligation to update it.

We do not guarantee that the Thrive Platforms, or any content on it, will be free from errors or omissions.

The Thrive Platforms will display content on behalf of potential employers or universities. We are not responsible for any content displayed or decision made on behalf of employers or Universities on the Thrive Platforms.

Accessing the Thrive Platforms

The Thrive Platforms is made available free of charge.

We do not guarantee that the Thrive Platforms, or any content on it, will always be available or be uninterrupted. Access to the Thrive Platforms is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of the Thrive Platforms without notice. We will not be liable to you if for any reason the Thrive Platforms is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to the Thrive Platforms.

Your account and password

If you choose, or you are provided with a 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.

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 software-tech@thrivetech.co.

Intellectual property rights

We are the owner or the licensee of all intellectual property rights in the Thrive Platforms, and in the material published on it, including your assessment results from completing the personality and ability psychometric tests. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

Our status (and that of any identified contributors) as the authors of content on the Thrive Platforms must always be acknowledged.

You must not use any part of the content on the Thrive Platforms for commercial purposes without obtaining a licence to do so from us or our licensors.

If you download any part of the Thrive Platforms in breach of these terms of use, your right to use the Thrive Platforms will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

No reliance on information

The content on the Thrive Platforms is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on the Thrive Platforms.

Although we make reasonable efforts to update the information on the Thrive Platforms, we make no representations, warranties or guarantees, whether express or implied, that the content on the Thrive Platforms is accurate, complete or up-to-date.

Limitation of our liability

Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to the Thrive Platforms or any content on it, whether express or implied.

We will not be liable to any user 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:

- use of, or inability to use, the Thrive Platforms; or
- use of or reliance on any content displayed on the Thrive Platforms.

Please note that we only provide the Thrive Platform for domestic and private use. You agree not to use the Thrive Platforms for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

We will not be liable for any loss or damage caused by any act or event beyond our reasonable control, including failure of public or private telecommunications networks.

We assume no responsibility for the content of websites linked on the Thrive Platforms. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

Uploading content to the Thrive Platforms

Whenever you make use of a feature that allows you to upload content to the Thrive Platforms, complete any assessments, or to make contact with other users, employers (customers) or universities, of the Thrive Platforms, you must comply with the content standards set out in the next paragraph (Acceptable Use Policy)

You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

Any content you upload to the Thrive Platforms will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us and other users of the Thrive Platforms a limited licence to use, store and copy that content and to distribute and make it available to third parties. The rights you license to us are described in the paragraph below (Rights you licence).

We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to the Thrive Platforms constitutes a violation of their intellectual property rights, or of their right to privacy.

We will not be responsible, or liable to any third party, for the content or accuracy of any content posted by you or any other user of the Thrive Platforms.

We have the right to remove any posting you make on the Thrive Platforms if, in our opinion, your post does not comply with the content standards set out in the next paragraph (Acceptable Use Policy).

The views expressed by other users on the Thrive Platforms do not represent our views or values.

You are solely responsible for securing and backing up your content.

Acceptable Use Policy Prohibited Uses

You may use the Thrive Platforms only for lawful purposes. You may not use the Thrive Platforms:

- 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;
- to send, knowingly receive, upload, download, use or re-use any material which does not comply with these terms and our content standards as set out below;
- to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); or
- 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.
- You also agree not to access without authority, interfere with, damage or disrupt:
- any part of the Thrive Platforms;

- any equipment or network on which the Thrive Platforms or the data relating is stored;
- any software used in the provision of the Thrive Platforms; or
- any equipment or network or software owned or used by any third party.

Interactive services

We may from time to time provide interactive services on the Thrive Platforms, including, without limitation:

- messaging;
- chat rooms;
- bulletin boards;
- communication via any channel (digital or non-digital) from employers or universities, whereby employers or universities will directly message you with opportunities based on the information you have provided in your profile (interactive services).
- Employment hiring psychometric assessments

Where we do provide any interactive service, we will provide clear information to you about the kind of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical).

We are under no obligation to oversee, monitor or moderate any interactive service we provide on the Thrive Platforms, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards, whether the service is moderated or not.

The use of any of our interactive services by a minor is subject to the consent of their parent or guardian. We advise parents who permit their children to use an interactive service that it is important that they communicate with their children about their safety online, as moderation is not fool proof. Minors who are using any interactive service should be made aware of the potential risks to them.

Where we do moderate an interactive service, we will normally provide you with a means of contacting the moderator, should a concern or difficulty arise.

Content standards

These content standards apply to any and all material which you contribute to the Thrive Platforms (contributions), and to any interactive services associated with it.

You must comply with the spirit and the letter of the following standards. The standards apply to each part of any contribution as well as to its whole.

Contributions must:

- be accurate (where they state facts);
- be genuinely held (where they state opinions); and

- comply with applicable law in England and in any country from which they are posted.
- Contributions must not:
- contain any material which is defamatory of any person;
- contain any material which is obscene, offensive, hateful or inflammatory;
- promote sexually explicit material;
- promote violence;
- promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- infringe any copyright, database right or trade mark of any other person;
- be likely to deceive any person;
- be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- promote any illegal activity;
- be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
- be likely to harass, upset, embarrass, alarm or annoy any other person;
- be used to impersonate any person, or to misrepresent your identity or affiliation with any person;
- give the impression that they emanate from us, if this is not the case; and
- advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

Rights you licence

When you upload, complete assessments, or post content to the Thrive Platforms, you are granting us a non-exclusive, worldwide, transferable and sub licensable right to use, copy, modify, distribute, publish, and process, information and content that you provide through the Thrive Platforms, without any further consent, notice and/or compensation to you or others.

You can end this license for specific content by deleting such content from the Thrive Platforms or generally by closing your account, except (a) to the extent you shared it with others as part of the Thrive Platforms and they copied or stored it and (b) for the reasonable time it takes to remove the it from backup and other systems.

Viruses

We do not guarantee that the Thrive Platforms will be secure or free from bugs or viruses.

You are responsible for configuring your information technology and platform in order to access the Thrive Platforms.

You must not misuse the Thrive Platforms by knowingly introducing 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. You must not attempt to gain unauthorised access to the Thrive Platforms, the server on which the Thrive

Platforms is stored on any server, computer or database connected to the Thrive Platforms. 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 the Thrive Platforms will cease immediately.

Third party links and resources in the Thrive Platforms

Where the Thrive Platforms contains links to other sites and resources provided by third parties, these links are provided for your information only.

We have no control over the contents of those links or resources.

Applicable law

These terms of use, its subject matter and its formation, are governed by English law. You and we both agree to that the courts of England and Wales will have exclusive jurisdiction.

Contact us

To contact us, please email software-tech@thrivetech.co

Thrive Technology Limited (Trading as Thrive), June 2020