

Organisation Terms and Conditions

These terms and conditions are the contract between you and BookAMed Limited (“us”, “we”, etc). By visiting or using Our Website, or signing up for our Services, you agree to be bound by them.

We are BookAMed Limited, a company registered in United Kingdom, number 10152215. Our address is Kemp House, 160 City Road, London, United Kingdom EC1V 2NX.

VAT Registration Number: 271 7925 75

These are the agreed terms

1. Definitions

“Content”	means the textual, visual or video content that is encountered as part of your experience on Our Website. It may include, among other things: text, images, sounds, videos and animations. It includes content Posted by you. It does not include content that is solicited by us either for maintenance of customer records or with a view to submission to third parties in the course of our business.
“CV”	means curriculum vitae, a summary of Jobseeker personal information and history relevant to a prospective recruiter. It is also referred to by many people as a resume or profile.
"Intellectual Property"	means intellectual property owned by us, of every sort, whether or not registered or registrable in any country, including property of kinds coming into existence after today; and including, among others, patents, trade marks, unregistered marks, designs, copyrights, software, domain names, discoveries, compilations, creations and inventions, together with all rights which are derived from those rights.
“Job Posting”	means Content Posted by a Recruiter in the style regulated by Our Website, to advertise for a prospective employee. As a verb it also refers to the

action of placing such Content.

"Jobseeker"	means a person registered to use Our Website and/or our Services to find work.
"Our Data"	means data which is made available to you on Our Website, even if not owned by us (example: CV data of job applicants).
"Our Website"	means any website or service designed for electronic access by mobile or fixed devices which is owned or operated by us or any member of the BookAMed Limited group of companies.
"Post"	means place on or into Our Website any Content or material of any sort by any means.
"Recruiter"	means a person who posts a job vacancy on Our Website.
"Services"	means all of the services available from Our Website, whether free or charged.

2. Interpretation

In this agreement unless the context otherwise requires:

- 2.1. a reference to a person includes a human individual, a corporate entity and any organisation which is managed or controlled as a unit.
- 2.2. a reference to a person includes reference to that person's successors, legal representatives, permitted assigns and any person to whom rights and obligations are transferred or pass as a result of a merger, division, reconstruction or other re-organisation involving that person.
- 2.3. in the context of permission, "may not" in connection with an action of yours, means "must not".
- 2.4. the headings to the paragraphs and schedules (if any) to this agreement are inserted for convenience only and do not affect the interpretation.
- 2.5. any agreement by any party not to do or omit to do something includes an obligation not to allow some other person to do or omit to do that same thing.

- 2.6. this agreement is made only in the English language. If there is any conflict in meaning between the English language version of this agreement and any version or translation of this agreement in any other language, the English language version shall prevail.

3. Basis of Contract

- 3.1. Our Website is a market place for Jobseekers to meet prospective recruiters and the vice versa.
- 3.2. We do not offer the Services in all countries. We may refuse your Posting if you live in a country we do not serve.
- 3.3. Use of Our Website may be unlawful in some countries by some people. You are responsible for your compliance with the laws of your country.
- 3.4. In entering into this contract you have not relied on any representation or information from any source except the definition and explanation of the Services given on Our Website.
- 3.5. Subject to these terms and conditions, we agree to provide to you some or all of the Services and products described on Our Website at the prices we charge from time to time.
- 3.6. Some of our Services are now or may in future, be available to you only subject to additional terms. Those terms will be set out on Our Website. You now agree that if you choose to use any such service, the relevant terms will become part of this agreement.
- 3.7. We are not a party to any transaction between Recruiter and Jobseekers.
- 3.8. Access by you to Our Data is limited in order to prevent misuse of Our Website. If you require access to Our Data greater than we have allowed to you, please contact us.
- 3.9. You acknowledge that you understand exactly what is included in the Services and you are satisfied that the Services are suitable and satisfactory for your requirements;
- 3.10. The contract between us comes into existence only when we write to you to confirm that your account has been created on the BookAMed platform and we agree to provide to you the Service you want. Your payment does not create a contract. If we decline to provide a Service we shall immediately return your money to your credit card.

- 3.11. If we give you free access to a Service or feature on Our Website which is normally a charged feature, and that Service or feature is usually subject to additional contractual terms, you now agree that you will abide by those terms.
- 3.12. At law, we are not a recruiter of any person who advertises for work on Our Website.
- 3.13. If you become aware of any unauthorised use of your account, you will tell us immediately. You accept that you are responsible for all uses of Our Website whether or not authorised by us.
- 3.14. We may change this agreement and / or the way we provide the Services, at any time. If we do:
 - 3.14.1 the change will take effect when we Post it on Our Website.
 - 3.14.2 you agree to be bound by any changes.
 - 3.14.3 if you make any payment for Services or goods in the future, you will do so under the terms Posted on Our Website at that time.

4. The price

- 4.1. The prices payable for Services are clearly set out on Our Website or communication materials you have received from us.
- 4.2. The price charged for any Service may differ from one country to another. You may not be entitled to the lowest price unless you reside in the qualifying country.
- 4.3. Prices are inclusive of any applicable value added tax or other sales tax.
- 4.4. All monies paid by you to us are non-refundable and cancellation and/or termination of this agreement by you or us at any time for any reason will not entitle you to a refund of monies paid.

5. Renewal payments

- 5.1. At least one week before expiry of the period for which you have paid, we shall send you a message to your last known email address to tell you that your licence to use the Services is shortly to expire and to invite you to renew. An invoice for the new period will be included.

- 5.2. At any time before expiry of your subscription, you may use the “My Subscriptions” tab on Our Website to access your personal information and [change your requirements for Services or] cancel renewal.
- 5.3. At expiry of your subscription we shall automatically take payment from your credit card of the sum specified on the invoice sent earlier and shall confirm the renewal of your subscription for a further period by sending you an email message.

6. Security of your credit card

We take care to make our Website safe for you to use.

- 6.1. Card payments are not processed on a page controlled by us. We use one or more online payment service providers who will encrypt your card or bank account details in a secure environment.
- 6.2. If you have asked us to remember your credit card details in readiness for your next purchase or subscription, we will securely store your payment details on our systems. These details will be fully encrypted and only used to process your automatic monthly payments or other transactions which you have initiated.

7. How we handle your data

- 7.1. If you Post Content to any public area of Our Website it becomes available in the public domain. We have no control who sees it nor what anyone does with it.
- 7.2. Even if access to your text is behind a user registration it remains effectively in the public domain because someone has only to register and log in, to access it. You should therefore avoid Posting unnecessary confidential information.
- 7.3. You now irrevocably authorise us to publish feedback, comments and ratings about your activity through Our Website, even though it may be defamatory or critical.
- 7.4. Posting Content of any sort does not change your ownership of the copyright in it. We have no claim over it and we will not protect your rights for you.
- 7.5. You understand that you are personally responsible for your breach of someone else’s intellectual property rights, defamation, or any law,

which may occur as a result of any Content having been Posted by you;

- 7.6. You accept all risk and responsibility for determining whether any Content is in the public domain and not confidential.

8. Restrictions on what you may Post to Our Website

We invite you to Post Content to Our Website in several ways and for different purposes. We have to regulate your use of Our Website to protect our business and our staff, to protect other users of Our Website and to comply with the law. These provisions apply to all users of Our Website.

We do not undertake to moderate or check every item Posted, but we do protect our business vigorously. If we believe Content Posted breaches the law, we shall co-operate fully with the law enforcement authorities in whatever ways we can.

You agree that you will not use or allow anyone else to use Our Website to Post Content or undertake any activity which is or may:

- 8.1. be unlawful, or tend to incite another person to commit a crime;
- 8.2. consist in commercial audio, video or music files;
- 8.3. be obscene, offensive, threatening, violent, malicious or defamatory;
- 8.4. be sexually explicit or pornographic;
- 8.5. use a Posting to solicit responses unconnected with the purpose of Our Website or the terms proposed by this agreement;
- 8.6. link to any of the material specified in this paragraph;
- 8.7. promote or endorse illegal activities, or provide instructions or information about illegal activities or other activities prohibited by these terms.

9. Security of Our Website

You will not:

- 9.1. link to Our Website in any way that would cause the appearance or presentation of the site to be different from what would be seen by a user who accessed the site by typing the URL into a standard browser;

- 9.2. use any automated system to identify Jobseekers;
- 9.3. download any part of Our Website, without our express written consent;
- 9.4. collect or use any Jobseeker listings, service descriptions, or prices;
- 9.5. for any purpose use our name, any proprietary information (including images, text, page layout, or form) of ours or of our affiliates in any way and in particular to entice search robots to some other website
- 9.6. hide or remove the banner advertisements on any page of Our Website;
- 9.7. use on Our Website software which assists in performing any automated operation.

10. Storage of data

- 10.1. We may, from time to time, set a limit on the number of messages you may send, store, or receive through the Service. We may delete messages in excess of that limit. We shall give you notice of any change to your limit, except in an emergency.
- 10.2. We assume no responsibility for the deletion or failure to store or deliver email or other messages.
- 10.3. You accept that we cannot be liable to you for any such deletion or failure to deliver to you.
- 10.4. We maintain reasonable procedures for general backup of data for our own purposes but we give no warranty that your data will be saved or backed up in any particular circumstances unless we have made specific contractual arrangements with you in writing.

11. Job Posting

We may, in our sole discretion, remove any Job Posting. You may not post a job which:

- 11.1. does not comply with applicable local, national and international laws.
- 11.2. is located in a country subject to economic sanctions by the United Kingdom;

- 11.3. advertises, promotes or links to any competitor of ours;
- 11.4. advertises or sells any product or service;
- 11.5. requires an up front or periodic payment or requires recruitment of other members, sub-distributors or sub-agents;
- 11.6. seeks employees for jobs of a sexual nature;
- 11.7. endorses a particular political party, political agenda, political position or issue;
- 11.8. promotes a particular religion;
- 11.9. requires the applicant to provide information relating to his/her:
 - 11.9.1 racial or ethnic origin;
 - 11.9.2 political beliefs;
 - 11.9.3 philosophical or religious beliefs;
 - 11.9.4 membership of a trade union;
 - 11.9.5 physical or mental health;
 - 11.9.6 sex life or gender;
 - 11.9.7 commission of criminal offences or proceedings;
- 11.10. contains hyperlinks, other than those specifically authorised by us;
- 11.11. contains the name, logo or trademark of any organisation other than that of you or your client.
- 11.12. seeks applicants for more than one type of work;

12. Recruiter: access to CVs and other data

We now grant a licence to you to access Our Data and copy or, if we make provision, download, Jobseeker particulars. The licence is:

- 12.1. non-transferable;
- 12.2. limited to use by you to copy only that Content which is directly relevant to a specific vacancy within your organisation;
- 12.3. for use only in connection with the employment of some person;

- 12.4. subject to your taking all reasonable and appropriate steps to protect Our Data;

You agree that you will not:

- 12.5. disclose Our Data in part or full to any third party, except to your client if you are a recruitment agency, staffing agency, advertising or other agency recognised by us;
- 12.6. share access to Our Data or make it available in any way to any other person;
- 12.7. use Our Data for any purpose other than as a recruiter seeking employees;
- 12.8. make unsolicited contact with any CV owner except through Our Website and in accordance with the procedures we promote;

13. Termination

- 13.1. If you or we terminate your account, all your account information may be deleted from our servers.
- 13.2. You may terminate this agreement at any time, for any reason, with immediate effect. You may terminate the agreement either by sending notice to us by post or email, or by completing the form on Our Website and submitting it. We reserve the right to check the validity of any request to terminate your account and subscriptions.
- 13.3. We retain the right, at our sole discretion, to terminate any and all parts of the Services provided to you, without refunding to you any fees paid if we decide in our absolute discretion that you have failed to comply with any of the terms of this agreement.
- 13.4. Termination by either party shall have the following effects:
 - 13.4.1 your right to use the Services immediately ceases;
 - 13.4.2 we are under no obligation to forward any unread or unsent messages to you or any third party.
- 13.5. In the event of such termination by us, we will within seven days refund to you the balance of your subscription outstanding for any Service, pro rata with time not elapsed. There shall be no re-imbursement or credit if the Service is terminated due to your violation of the terms of this agreement.

14. Interruption to Services

- 14.1. If it is necessary for us to interrupt the Services, we will give you reasonable notice where this is possible and when we think the down time is such as to justify telling you.
- 14.2. You acknowledge that the Services may also be interrupted for many reasons beyond our control.
- 14.3. You agree that we are not liable to you for any loss, foreseeable or not, arising from any interruption to the Services.

15. Intellectual Property

You agree that at all times you will:

- 15.1. not do anything which does or might reduce the value of our Intellectual Property or challenge our ownership of it.
- 15.2. notify us of any suspected infringement of the Intellectual Property.
- 15.3. so far as concerns software provided or made accessible by us to you, you will not:
 - 15.3.1 copy, or make any change to any part of its code;
 - 15.3.2 use it in any way not anticipated by this agreement;
 - 15.3.3 give access to it to any other person than you, the licensee in this agreement.
- 15.4. not use the Intellectual Property except directly in our interest.

16. Removal of offensive Content

- 16.1. For the avoidance of doubt, this paragraph is addressed to any person who visits on Our Website for any purpose.
- 16.2. We are under no obligation to monitor or record the activity of any user of Our Website for any purpose, nor do we assume any responsibility to monitor or police Internet-related activities. However, we may do so without notice to you and without giving you a reason.
- 16.3. If you are offended by any Content, the following procedure applies:

- 16.3.1 your claim or complaint must be submitted to us in the form available on Our Website, or contain the same information as that requested in our form. It must be sent to us by post or email.
- 16.3.2 we shall remove the offending Content as soon as we are reasonably able;
- 16.3.3 after we receive notice of a claim or complaint, we shall investigate so far as we alone decide;
- 16.3.4 we may re-instate the Content about which you have complained or we may not.
- 16.4. In respect of any complaint made by you or any person on your behalf, whether using our form of complaint or not, you now irrevocably grant to us a licence to publish the complaint and all ensuing correspondence and communication, without limit.
- 16.5. you now agree that if any complaint is made by you frivolously or vexatiously you will repay us the cost of our investigation including legal fees, if any.

17. Disclaimers and limitation of liability

- 17.1. The law differs from one country to another. This paragraph applies so far as the applicable law allows.
- 17.2. All implied conditions, warranties and terms are excluded from this agreement. If in any jurisdiction an implied condition, warrant or term cannot be excluded, then this sub paragraph shall be deemed to be reduced in effect, only to the extent necessary to release that specific condition, warranty or term.
- 17.3. Our Website and our Services are provided “as is”. We make no representation or warranty that the Service will be:
 - 17.3.1 useful to you;
 - 17.3.2 of satisfactory quality;
 - 17.3.3 fit for a particular purpose;
 - 17.3.4 available or accessible, without interruption, or without error.

- 17.4. We claim no expert knowledge in any subject. We disclaim any obligation or liability to you arising directly or indirectly from information you take from Our Website.
- 17.5. We make no representation or warranty and accept no responsibility in law for:
 - 17.5.1 accuracy of any Content or the impression or effect it gives;
 - 17.5.2 delivery of Content, material or any message;
 - 17.5.3 privacy of any transmission;
 - 17.5.4 third party advertisements which are posted on Our Website or through the Services;
 - 17.5.5 the conduct, whether online or offline, of any user of Our Website or the Services;
 - 17.5.6 failure or malfunction of computer hardware or software or technical equipment or system connected directly or indirectly to your use of the Services;
 - 17.5.7 loss or damage resulting from your attendance at an event organised through Our Website or the Services;
 - 17.5.8 any act or omission of any person or the identity of any person who introduces himself to you through Our Website;
- 17.6. You agree that in any circumstances when we may become liable to you, the limit of our liability is the amount you have paid us in the immediately preceding 12 month period for the Services concerned.
- 17.7. We shall not be liable to you for any loss or expense which is:
 - 17.7.1 indirect or consequential loss; or
 - 17.7.2 economic loss or other loss of turnover, profits, business or goodwill even if such loss was reasonably foreseeable or we knew you might incur it.
- 17.8. This paragraph (and any other paragraph which excludes or restricts our liability) applies to our directors, officers, employees, subcontractors, agents and affiliated companies (who may enforce this clause under the Contracts (Rights of Third Parties) Act 1999 / Contracts (Rights of Third Parties) (Scotland) Act 2017, as well as to ourselves.

- 17.9. If you become aware of any breach of any term of this agreement by any person, please tell us by email. We welcome your input but do not guarantee to agree with your judgement.
- 17.10. Except in the case of death or personal injury, our total liability under this agreement, however it arises, shall not exceed the sum of £1,000. This applies whether your case is based on contract, tort or any other basis in law.

18. You indemnify us

You agree to indemnify us against all costs, claims and expense arising directly or indirectly from:

- 18.1. your failure to comply with the law of any country;
- 18.2. your breach of this agreement;
- 18.3. any act, neglect or default by any agent, employee, licensee or customer of yours;
- 18.4. a claim in contract or tort, arising from your use of the Services
- 18.5. any content you place on your own website which causes loss to us;
- 18.6. any data you send or upload to Our Website for storage or any other purpose;
- 18.7. a breach of the intellectual property rights of any person;
- 18.8. any use of Our Website for a purpose beyond the scope of this agreement;
- 18.9. and for the purpose of this paragraph you agree that the cost of our management and technical time is properly recoverable and can reasonably be valued at £ 100.00 per hour without further proof.
- 18.10. Although this agreement shall be interpreted in accordance with the laws of England, software downloaded from or via Our Website may also be subject to export control law of the United States of America or other jurisdictions. If you breach those laws you will have committed an offence in that or those countries. By downloading or using such software, you now represent and warrant that you are not located in, under the control of, or a national or resident of any such country.

19. Data Protection Act 2018 Compliance

- 19.1. Your own personal data will be held and processed by us in the ways set out in our privacy policy at <https://bookamed.com/terms-conditions>.
- 19.2. Insofar as we process personal and other data of the Jobseekers or other person with whom you interact in the course of your business following terms apply:
 - 19.2.1 to satisfy your legal obligations and ours, we will agree to comply with the provisions of the Schedule.
 - 19.2.2 those obligations shall continue to apply after expiry or termination of this agreement for any reason.

20. Miscellaneous matters

- 20.1. You undertake to provide to us your current land address, e-mail address and telephone number as often as they are changed together with all information that we may require to enable us to fulfil our obligations under this contract.
- 20.2. If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.
- 20.3. Any obligation in this agreement intended to continue to have effect after termination or completion shall so continue.
- 20.4. No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor indicate any intention to reduce that or any other right in the future.
- 20.5. Any communication to be served on either party by the other shall be delivered by hand or sent by first class post or recorded delivery or by e-mail.

It shall be deemed to have been delivered:

if delivered by hand: on the day of delivery;

if sent by post to the correct address: within 72 hours of posting;

If sent by e-mail to the address from which the receiving party has last sent e-mail: within 24 hours if no notice of non-receipt has been received by the sender.

- 20.6. In the event of a dispute between the parties to this agreement, then they undertake to attempt to settle the dispute by engaging in good faith with the other in a process of mediation before commencing arbitration or litigation.
- 20.7. This agreement does not give any right to any third party under the Contracts (Rights of Third Parties) Act 1999 / Contracts (Rights of Third Parties) (Scotland) Act 2017 or otherwise, except that any provision in this agreement which excludes or restricts the liability of our directors, officers, employees, subcontractors, agents and affiliated companies, may be enforced under that Act.
- 20.8. Neither party shall be liable for any failure or delay in performance of this agreement which is caused by circumstances beyond its reasonable control, including any labour dispute between a party and its employees.
- 20.9. In the event of any conflict between any term of this agreement and the provisions of the articles of a limited company or any comparable document intended to regulate any other corporate or collective body, then the terms of this agreement shall prevail.
- 20.10. The validity, construction and performance of this agreement shall be governed by the laws of England and Wales and you agree that any dispute arising from it shall be litigated only in that country.

Schedule: Data Protection Act 2018 Compliance

1. Definitions

In this Schedule, the following words shall have the following meanings:

“Act”	means the Data Protection Act 2018.
“Associate”	means any corporate or other form of organisation or any individual person with whom the Recruiter and BookAMed Limited has an association which does, or could, entail the transfer of personal data for processing.
“ICO”	means the Information Commissioner’s Office.
“Data Protection Legislation”	means all or any of: (a) the UK GDPR, (b) the Act, (c) regulations made under the Act (d) regulations made under section 2(2) of the European Communities Act 1972 which relate to the EU GDPR or the Law Enforcement Directive.
“the UK GDPR”	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (United Kingdom General Data Protection Regulation), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018.
“the EU GDPR”	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it has effect in EU law..
“Law Enforcement Directive”	means Directive (EU) 2016/680 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data by competent authorities

for the purposes of the prevention, investigation, detection or prosecution of criminal offences or the execution of criminal penalties, and on the free movement of such data, and repealing Council Framework Decision 2008/977/JHA.

"data controller", "data processor", "sub-processor", "data subjects", "personal data", "process", "processed" and "processing" shall have the meanings respectively, as defined in the Act.

In this agreement, "personal data", is limited to data which comes into the control of each party in some way connected to this agreement.

2. Data Protection

- 2.1. The obligations described in this Schedule are in addition to the parties' obligations under the Data Protection Legislation.
- 2.2. To enable us to provide the Services under this agreement, you authorise us to process personal data on your behalf and vice versa.
- 2.3. The Recruiter and BookAMed Limited agrees that personal data may move between the Recruiter and BookAMed Limited in such a way that either of the Recruiter and BookAMed Limited may be controller of some personal data and processor of others.
- 2.4. Details of the anticipated processing activities are set out at Appendix 1 to this Schedule.

3. How the Recruiter and BookAMed Limited shall process data

Each of the Recruiter and BookAMed Limited agrees that it shall at all times comply with the provisions and obligations imposed by the Data Protection Legislation and, in particular, shall:

- 3.1. process personal data only to the extent necessary to provide their respective services under this agreement and only in accordance with prior written instructions of the other (if required);
- 3.2. immediately inform the other party if, its instruction infringes the Data Protection Legislation;
- 3.3. ensure that every person processing personal data under this agreement does so strictly on a need-to-know basis, has received

training on their obligations relating to handling of personal data and is bound by confidentiality obligations no less stringent than our confidentiality obligations under this agreement;

- 3.4. in order to use commonly accepted international communications and money transfer protocols, it will be necessary to use sub-contractors for certain service provision. The parties shall not necessarily be aware of the identity of every organisation involved in the train of communications. When that happens, each of the Recruiter and BookAMed Limited accepts full responsibility for compliance with the Data Protection Legislation.
- 3.5. subject to the exceptions mentioned in the last previous sub-paragraph, BookAMed Limited will not use subcontractors for personal data processing under this agreement without prior written consent of the Recruiter.
- 3.6. wherever possible, enter into a written contract with each such sub-processor, which includes the same obligations on the sub-processor as those imposed on each of the Recruiter and BookAMed Limited under this agreement.
- 3.7. subject to the other provisions of this Schedule, not process personal data or permit any third party to process personal data outside of the United Kingdom unless:
 - 3.7.1 UK standard contractual clauses approved by the ICO are entered into between the Recruiter and BookAMed Limited or relevant Associate as data exporter, and the relevant recipient of the personal data as data importer; or
 - 3.7.2 the recipient of the personal data has entered into a data processing agreement with the data exporter; or
 - 3.7.3 the recipient of the personal data is regulated within the United States of America solely by the U.S. Department of Commerce, is certified under the UK/US Privacy Shield framework, and continues to be certified for the period within which it processes the personal data; or
 - 3.7.4 the recipient of the personal data has entered into binding corporate rules, which are valid in respect of the processing of personal data under this agreement and have been approved by the ICO; or

- 3.7.5 the transfer is to a recipient located within a jurisdiction whose law relating to the processing of personal data has been approved by the ICO (subject to any applicable restrictions).
- 3.8. have in place at all times appropriate technical and organisational measures to ensure a level of security appropriate to the risk presented by processing the personal data, to prevent accidental, unauthorised or unlawful destruction, loss, alteration, or access to personal data, including as a minimum whatever security measures the Recruiter and BookAMed Limited requires of each other and notify to that other. Examples of such measures are:
 - 3.8.1 the pseudonymisation and encryption of personal data;
 - 3.8.2 the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services; and
 - 3.8.3 a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of processing;
- 3.9. maintain a written record of all categories of processing activities carried out on behalf of the other party and when that other party asks, copy the record to him. The record shall contain:
 - 3.9.1 name and contact details and (where applicable) those of our approved sub-processors and details of their respective data protection officers;
 - 3.9.2 the categories of personal data, data subjects and processing activities carried out on behalf of the Recruiter and BookAMed Limited or Associates;
 - 3.9.3 where applicable, transfers of personal data to a third country (i.e. non-EU Member State) or an international organisation, including identification of that third country and documentation evidencing implementation of suitable safeguards; and
 - 3.9.4 a general description of the technical and organisational security measures we have installed as referred to in Section 56 of the Act;
- 3.10. when the Recruiter asks, give to the Recruiter or to the ICO, access to BookAMed Limited's employees, data processing facilities, procedures, and records to inspect and audit compliance with the Data Protection Legislation and the terms of this agreement. The

Recruiter and BookAMed Limited agrees that each of the Recruiter and BookAMed Limited shall (and shall ensure any sub-processor shall) give all reasonable cooperation and assistance.

- 3.11. immediately tell the other party (and in any event within 24 hours) after becoming aware of any actual or suspected unlawful destruction, loss, alteration, disclosure of, or access to, personal data transmitted, stored or otherwise processed by us or any sub-processor under this agreement;
- 3.12. provide reasonable assistance to each other in:
 - 3.12.1 responding to data subject's requests to exercise their rights under the Act;
 - 3.12.2 responding to communications received from the ICO relating to the processing of personal data under this agreement, including notifying the other immediately of any such communication;
 - 3.12.3 taking measures to address data security incidents, including, where appropriate, measures to mitigate their possible adverse effects;
 - 3.12.4 promptly upon request, transfer personal data to a third party in compliance with a request from a data subject to exercise their right to data portability;
 - 3.12.5 make available to other on request all information necessary to demonstrate compliance with the obligations set out in this Schedule; and
- 3.13. at the Recruiter's request (no more than once in every calendar year) BookAMed Limited shall complete and return without delay information security and data protection questionnaires.

4. Post termination

- 4.1. Upon termination the Recruiter and BookAMed Limited and any sub processor shall:
 - 4.1.1 physically destroy all copies of media upon which any personal data was supplied and any further copies;
 - 4.1.2 return all personal data stored in hard copy to other party;

- 4.1.3 delete all personal data stored in soft copy, by some method which prevents future re-activation of that data;
 - 4.1.4 certify within 14 days of such request that the requirements of this paragraph have been complied with.
- 4.2. Where either the Recruiter and BookAMed Limited or his, processor, sub-processor is required to retain personal data in order to comply with applicable law, that party will tell the other party and will retain such personal data only in the capacity as set out in this Schedule and shall comply with the obligations as far as applicable law permits.

5. Warranty and acceptance of liability

- 5.1. Each party represents and warrant that the information provided in any response to any request by other shall be complete, true and accurate, and will not misrepresent his business or practices in respect of his ability to comply with the Data Protection Legislation and his obligations under this agreement.
- 5.2. If any act or omission of a party or his processors, sub-processors results in data transmitted or processed under this agreement being lost or degraded so as to be unusable, then that party shall be liable to the other for the cost of reconstituting the data and/or his and his Associate's costs in recreating such data.

Appendix 1 to Schedule

Data Processing Activities

What we or you may process in each category

1. The Recruiter and BookAMed Limited shall process this basic personal data

- 1.1. Jobseeker's name, age, personal address, private email address.
- 1.2. all information Jobseeker gave to the Recruiter.
- 1.3. financial information processed through the banking system.
- 1.4. information supplied by a third party, for example, a reference from a former employer or other source relevant to Jobseeker's work.
- 1.5. so far as relevant, information relating to discharge of obligations laid down by law or by collective agreements; management, planning and organisation of work; equality and diversity in the workplace; health and safety at work.
- 1.6. technical information relating to electronic communication, which is personal information only when associated with the name or identity of the data subject.

2. Processing the data of these data subjects

- 2.1. Data of the Jobseeker and any other personal data , so far as that data is required in order to satisfy the Recruiter's and BookAMed Limited obligations under the Data Protection Legislation and comply with this contract.

3. This is why and how the Recruiter and BookAMed Limited shall process personal data

Processing of personal data will be limited to such activity as is reasonably required to satisfy obligations under this contract.

4. Retention period

- 4.1. Each of the Recruiter and BookAMed Limited shall retain personal data, along with much other data, for six years, for these reasons:
 - 4.1.1. for accounting and taxation purposes;
 - 4.1.2. to provide evidence if required in connection with a legal claim;

- 4.1.3. for any other reason where the law provides a six years limitation period;
- 4.2. If any event occurs which requires the Recruiter and BookAMed Limited lawfully to continue to retain data beyond that period, then it may do so.

