

User Agreement for Executives

Executives Place Ltd. trading as Not Actively Looking (“we” or “us”) provides a service (“the Service”) that enables executives (i) to store and update their professional profile on the Not Actively Looking platform (“the Platform”) that is accessed via the Not Actively Looking website (www.notactivelylooking.com) (“the Website”) and (ii) to allow selected search firms to access that information via the Website, and to communicate with the executive concerning career opportunities. The Platform also includes certain online facilities, tools, services or information that we make available through the Website now or in the future.

This User Agreement sets out the terms and conditions that govern the use of the Platform by individual executives (“you”). You agree that by clicking “Join” on our Registration page, you are entering into a legally binding agreement with us incorporating these terms and conditions. If you do not agree to be bound by these terms and conditions, please stop using the Platform immediately.

1. Definitions and Interpretation

In this User Agreement, the following terms shall have the following meanings:

“**Core Services**” means the elements of the Service that are available to both Executive Members and Premium Executive Members;

“**Executive Member**” means an individual who has registered with us, to use the Service on a free-of-charge basis (and “Executive Membership” has a corresponding meaning);

“**Inviting Firm**” means the Search Firm through whose website or other link you were directed to the Service in order to register an Account with us;

“**Premium Executive Member**” means an individual who has registered with us, to use the Service on a paid-for basis (and “Premium Executive Membership” has a corresponding meaning);

“**Premium Services**” means the elements of the Service that are available only to Premium Executive Members, subject to payment of their Subscription Fees;

“**Recommended Search Firms**” means Search Firms that we have selected for you, based on the Profile Information that you provide;

“**Search Firms**” means third party executive search firms who are subscribers to the Platform;

“**Selected Search Firms**” means (i) the Inviting Firm, (ii) the Recommended Search Firms, and (iii) any other Search Firms that you may select from time to time;

"Subscription Fee" means the periodic charges payable by Premium Executive Members, to enable them to access the Premium Services; and

"We/Us/Our" means Executives Place Limited, a company registered in England under 7100165 of 137-139 Brent Street, London NW4 1DG United Kingdom.

2. Accounts and types of membership

2.1. In order to access and use the Service as an executive, you have to create an account ("Account") which involves the submission of certain information to us via the Website. Such information includes:

- 2.1.1. personal data and financial information such as your name and address, contact details such as email address and mobile number, and your credit card details (for identity verification and payment purposes) ("Personal Information"); and
- 2.1.2. information relating to your professional profile and criteria for any job search, such as sector, job title, geographical focus and salary ("Profile Information").

The above types of information, that we need in order to be able to manage your Account, are together referred to as "Account Information".

2.2. Once you have created your Account:

- 2.2.1. we will connect you with your Inviting Firm (if any);
- 2.2.2. we will provide a list of Recommended Search Firms, based on the Profile Information that you provide, and connect you to the Search Firms whom you select from that list;
- 2.2.3. if you are a Premium Executive Member and you choose the Auto-connect feature, we will automatically connect you with any new Search Firms who join the Services and whom we select for you, based on the Profile Information that you provide; and
- 2.2.4. you will be able to upload your CV and other career or professional information ("Professional Information") to the Platform via the Website, and to select which Search Firms are permitted to access your Professional Information.

2.3. You will be registered as an Executive Member when you first create your Account. You can upgrade to Premium Executive Membership at any time by following the relevant link on the Website, and paying the Subscription Fee. The different benefits of Executive Membership and Premium Executive

Membership are as described on the Website and updated by us from time to time.

3. Data Protection

- 3.1. Our obligations with regard to security and other aspects of our treatment of your personal data, and your rights with regard to our processing of your personal data, are addressed in our Privacy and Cookie Policy which can be found at <https://web.notactivelylooking.com/#/information-notice> and <https://web.notactivelylooking.com/#/cookie-policy>, and which is hereby incorporated into and forms part of this User Agreement.

4. Your principal obligations to us

By entering into this User Agreement, you hereby represent, warrant and undertake to us:

- 4.1. that you are an individual executive acting in a personal capacity, and that the Account you have or intend to set up is in your own real name;
- 4.2. that you will keep your Account password confidential and not to disclose it to any third party (and you acknowledge that you are solely responsible for any breach of this User Agreement or misuse of the Service, the Platform or the Website done by someone using your Account log-in and password);
- 4.3. that you will not set up or try to set up any Account in the name of someone other than yourself;
- 4.4. that all information that you submit using the Service (including all Account Information and Professional Information) will be complete, accurate and up-to-date at the time of submission, and will be regularly updated by you from time to time in order that it continues to be so; and
- 4.5. that you acknowledge:
- 4.5.1. that whilst we take our own obligations regarding data protection very seriously, and will comply with our obligations to you under English data protection law in relation to personal data stored on the Platform, we have no control over the uses that may be made of your Professional Information (including personal data that forms part of the Professional Information) once it has been made available to the Selected Search Firms;

- 4.5.2. that those Search Firms, once they have access to that Professional Information, will store, copy, share or process it in other ways without reference back to us, and in ways that may not be compliant with data protection law;
- 4.5.3. that those Search Firms may be global firms with offices outside the European Economic Area ("EEA"), which means that your Professional Information might be accessed and processed in the USA or other non-EEA jurisdictions where there are different standards of data protection and privacy law from those that apply in the United Kingdom;
- 4.5.4. that those Search Firms will continue to hold and process that Professional Information to which they have been given access by you, even if you subsequently de-select them as entitled to view your professional profile, and even after termination of this User Agreement and the removal of the Professional Information from the Platform; and
- 4.5.5. that we accordingly have no liability to you for any use or misuse by the relevant Search Firms of that Professional Information.

5. Intellectual Property

- 5.1. We acknowledge that, as between you and us, the intellectual property rights in the Professional Information and Account Information that you provide are owned by you ("User Content"). By entering into this User Agreement, you grant us a royalty-free, non-exclusive, worldwide licence to use such User Content for any purpose reasonably required in connection with the Service, including storing the User Content on the Platform, copying the User Content to the extent reasonably required in order to manage the Service generally and your Account specifically.
- 5.2. All text, graphics, logos, icons, images, audio clips, video clips, software (whether object code or source code), page layout, data compilations and any other form of information capable of being stored in a computer that appears on or forms part of the Website ("Website Content") is the property of Executives Place Ltd, or its affiliates or third party licensors. With the exception of any Website Content the intellectual property rights in which are owned by third parties, you may make such copies of the Website Content as you may reasonably need for your own personal use.
- 5.3. Where the Website indicates that the intellectual property rights in any part of the Content are owned by a third party ("Third Party Content"), you must abide by any additional terms and conditions shown on the Website concerning the use of such Third Party Content.

6. Links to Other Websites

The Website may contain links to other sites. Unless expressly stated, these sites are third party websites and are not under our control or that of our affiliates. We assume no responsibility for the content of such third party websites and disclaim liability for any and all forms of loss or damage arising out of the use of them. The inclusion of a link to a third party website does not imply our endorsement of that website itself or of those in control of them.

7. Subscription Fees for Premium Services

7.1. If you choose to upgrade to Premium Executive Membership, then you agree to pay the Subscription Fees with effect from the date that you do so (the "Subscription Start Date").

7.2. The first instalment of Subscription Fees will be charged to your credit / debit card or Paypal account on the Subscription Start Date, and thereafter:

7.2.1. if you have chosen to subscribe on a monthly basis, on the same date of each month (or the earliest date thereafter if there are less than 31 days in the month); and

7.2.2. if you have chosen to subscribe on an annual basis, on the anniversary of that date in each year;

in each case, until this User Agreement is terminated, or you cancel your recurring subscription under Clause 7.5.

7.3. Your first payment will be at the price advertised on the Website. We reserve the right to change Subscription Fees from time to time, by updating the page on the Website that shows the Subscription Fees at least one clear month before any such change takes effect, and any such changes will be reflected in the amount charged to your credit / debit card or Paypal account on the date of the immediately subsequent renewal.

7.4. If you are a consumer based within the European Union, you have a statutory right to a 'cooling-off' period with respect to the purchase of certain goods and services. This period, if applicable, begins once the contract between us and you is formed, which is when you respond to the Account activation email that we send you, and ends at the end of 14 calendar days after that date. **However, please note that if you select Premium Executive Membership, which gives you immediate access to certain video and other proprietary content on the Website, the use of which is restricted to Premium Executive Members, then**

you waive your right to the cooling-off period and may not cancel the contract merely because you have changed your mind.

- 7.5. You may cancel your Premium Executive Membership at any time after subscribing, by sending a notice of cancellation Support@NotActivelyLooking.com or by logging in to the Website, going to "Account" and following the instructions under "Delete Account". In that event, you will continue to be entitled to access and use the Core Services. However, you will not be entitled to any refund of Subscription Fees that you have previously paid prior to giving us notice of cancellation, and you will continue to have access to the Premium Services until expiry of the then-current subscription period. At that point, access to the Premium Services will cease unless you choose to pay the Subscription Fee and reactivate your subscription.
- 7.6. If you subscribe to Premium Executive Membership in error, you must inform us within 24 hours of subscribing and must not use the Premium Services during that time. This provision also applies to automatic renewals of subscriptions which you may have forgotten to cancel. If any use of the Premium Services during this time period can be traced to your Account, however, no refund can be provided and you will continue to have access to the Premium Services until expiry of the then-current subscription period.

8. Termination

- 8.1. We may terminate this User Agreement at any time, by giving 7 days' prior notice in writing to the email address linked to your Account.
- 8.2. You may terminate this User Agreement at any time, by giving 7 days' prior notice in writing to Support@NotActivelyLooking.com or by logging in to the Website, going to "Account" and following the instructions under "Delete Account".
- 8.3. If we terminate this User Agreement under Clause 8.1:
- 8.3.1. we will refund to you any remaining balance of your Subscription Fee, pro-rated according to the unexpired portion of the then-current subscription period. Such a refund will be calculated based upon the Subscription Fee being divided by the number of days in the applicable subscription period and multiplied by the number of days remaining until the end of the subscription period; and
- 8.3.2. you will cease to have access to both Core Services and Premium Services from the effective date of termination.

- 8.4. If you terminate this User Agreement under Clause 8.2, you will cease to have access to both Core Services and Premium Services from the effective date of termination. If you are a Premium Executive Member, you will not be entitled to any refund of Subscription Fees.
- 8.5. You agree and acknowledge that Search Firms will continue to hold and use any information (including personal data about you) that they were allowed access to and which you submitted prior to termination of this User Agreement.

9. Disclaimers

- 9.1. The Service, the Platform and the Website are provided “as is”, and we make no representation and give no warranty:
- 9.1.1. that they will meet your requirements;
 - 9.1.2. that they will be of satisfactory quality or fit for a particular purpose;
 - 9.1.3. that they will not infringe the rights of third parties;
 - 9.1.4. that they will be compatible with your own computer systems;
 - 9.1.5. that their use will be uninterrupted or error-free;
 - 9.1.6. that the information they contain will be accurate or up to date; or
 - 9.1.7. that your use of them will generate any specific results;
- and all such express or implied warranties are hereby excluded to the fullest extent permitted by law.
- 9.2. We make no representation and give no warranty in relation to or on behalf of the Search Firms with whom you share information.
- 9.3. No part of the Platform or the Website is intended to constitute advice, and they should not be relied upon when making any decisions or taking any action of any kind.
- 9.4. Whilst We use reasonable endeavours to ensure that the Platform and the Website are secure and free of errors, viruses and other malware, we cannot be held responsible for damage or loss caused by any security breach, error or malwares including but limited to any form of cyber-attack or hacking, and you are strongly advised to take responsibility for your own internet security, that of your personal details and your computers.

- 9.5. We accept no liability for any disruption or non-availability of the Platform or the Website resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and state-mandated censorship.

10. Limitation of Liability

- 10.1. Neither party limits its liability for death or personal injury caused by its negligence, or for fraud or fraudulent misrepresentation.
- 10.2. Subject to Clause 10.1, we will not be liable to you for any indirect, special or consequential loss or damage.
- 10.3. Subject to Clauses 10.1 and 10.2, our aggregate liability to you in respect of the subject-matter of this User Agreement, whether in contract, tort (including negligence) or otherwise, shall not exceed:
- 10.3.1. if you are an Executive Member, the sum of £100 (one hundred pounds); and
- 10.3.2. if you are a Premium Executive Member, the greater of (a) £100 (one hundred pounds) and (b) the equivalent of 12 months' Subscription Fees.

11. No Waiver

In the event that either party fails to exercise any right or remedy contained in this User Agreement, this shall not be construed as a waiver of that right or remedy.

12. Variation

- 12.1. We reserve the right (a) to modify the terms and conditions of this User Agreement, and (b) to modify, suspend or discontinue the Service, in each case by giving you not less than 7 days' notice in accordance with Clause 12.2.
- 12.2. Such notice may be provided by us using any of the following means (in our sole discretion):
- 12.2.1. by updating the User Agreement page on the Website;
- 12.2.2. by sending you an email notifying you of the modification; and/or

- 12.2.3. by putting a message on the Website by means of a pop-up or message bar.
- 12.3. If you object to any changes notified to you in accordance with this Clause 12, you are free to terminate this User Agreement by giving notice under Clause 8. By continuing to use the Platform, the Website or the Services after we have given notice about the relevant changes, you will be deemed to have accepted the updated terms and conditions or the Services, as so modified.

13. Third Party Rights

Nothing in these Terms and Conditions shall confer any rights upon any third party.

14. Communications

All notices or other communications relating to the subject-matter of this User Agreement shall be given:

- 14.1. in the case of communications from you to us, by email to info@notactivelylooking.com; and
- 14.2. in the case of communications from us to you, by email to the email address given by you in your Account Information, or by post to the address given by you in your Account Information.

Such notice will be deemed received 3 days after posting if sent by first class post, the day of sending if the email is received in full on a business day (meaning between the hours of 0900 to 1700, London time, Monday to Friday (excluding UK public holidays)) and on the next business day if the email is sent on a weekend or public holiday.

15. Severability

In the event that any of these terms are found to be unlawful, invalid or otherwise unenforceable, that term shall be deemed severed from these Terms and Conditions and shall not affect the validity and enforceability of the remaining Terms and Conditions.

16. Law and Jurisdiction

This User Agreement and the relationship between you and us shall be governed by and construed in accordance with the Laws of England and Wales. The parties agree to submit to the exclusive jurisdiction of the Courts of England and Wales.