

Conditions of Use

CONTENTS	Page
1.0 CONDITIONS OF USE	1
2.0 EMPS AND COMPLYGATE LICENCE AGREEMENT	1
3.0 GRANT OF LICENCE - PRE-EMPLOYMENT SCREENING AND VETTING PLATFORM	2
4.0 OWNERSHIP	2
5.0 COPYRIGHT AND INTELLECTUAL PROPERTY.....	2
6.0 RESTRICTIONS	4
7.0 CONGIDENTIALITY	4
8.0 LIMITED WARRANTY	4
9.0 LIMITATION OF LIABILITY	4
10.0 EXPORT RESTRICTIONS.....	5
11.0 SERVICE CHARGE	5
12.0 TERMINATION	5
13.0 DISCLAIMER	5
14.0 GENERAL	6
15.0 POLICY DETAILS	6

1.0 CONDITIONS OF USE

Employers Mutual Protection Service Limited (EMPS) and Complygate Limited, work in partnership to provide vetting and pre-employment services.

Services delivered through EMPS are provided via Complygate Technology and Services.

2.0 EMPS AND COMPLYGATE LICENCE AGREEMENT

Please read this Licence Agreement carefully before using the services of EMPS and Complygate.

BY USING THIS SOFTWARE, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS LICENCE AGREEMENT, THAT YOU UNDERSTAND IT, AND THAT YOU AGREE TO BE BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS LICENCE AGREEMENT, YOU MUST DECLINE TO USE THIS SOFTWARE. THE PURCHASE OF A LICENCE IS REQUIRED FOR USE OF THE SOFTWARE AND USE WITHOUT PURCHASE OF A LICENCE IS ILLEGAL. COMPLYGATE LIMITED WILL PROSECUTE WITHIN THE FULL MEANS OF THE LAW ANY BREACH OF THIS LICENCE AGREEMENT.

1. “The software” means ANY Complygate software published and owned by Complygate Limited.
2. “Documentation” means any material supplied as part of the software or with the software or any other material supplied or owned by Employers Mutual Protection Service Limited or Complygate Limited.



Verify at ssaib.org

3. “You” means the end user of the software, having purchased a relevant software key, licence or subscription.
4. “Licence” means a licence of use granted at the discretion of Employers Mutual Protection Service Limited or Complygate Limited.
5. “Commencement period” means the period for which you hold a valid licence starting with the date on which the licence was issued.
6. “EMPS” means Employers Mutual Protection Service Limited Company Registration Number 00878594 whose registered address is 130 Shaftesbury Avenue, London, W1D 5EU
7. “Complygate” means Complygate Limited Company Registration Number 09650068 whose head office is at 4th floor, Colmore Gate, 2-6 Colmore Row, Birmingham, England, B3 2QD who are the registered Owner of the Software.
8. “Owner” means Complygate Limited.

3.0 GRANT OF LICENCE - PRE-EMPLOYMENT SCREENING AND VETTING PLATFORM

For Registered Users Upon agreeing to these terms EMPS and Complygate Limited, publishers of this Software and Documentation, grants you a non-exclusive, non-transferable Licence to use the programme. The Customer shall pay the fees to EMPS for the Services in accordance with the fee published on our website, EMPS shall be entitled to increase any or all the fees giving 30 days’ prior written notice to the Customer. To the extent applicable (depending upon payment method), the Customer shall pay each invoice submitted by EMPS within 30 days.

The system can be accessed through an internet browser, provided that: (i) the Software is NOT modified; (ii) all copyright notices are maintained on the Software; and (iii) you agree to be bound by the terms of this Licence Agreement. The Software and Documentation shall be used only by you, only for your own personal or internal business use or for the benefit of any other person or entity.

THE SOFTWARE MUST NOT BE USED FOR ANY COMMERCIAL ACTIVITY FOR WHICH A FINANCIAL OR OTHER GAIN IS MADE WITHOUT THE EXPRESS WRITTEN PERMISSION OF COMPLYGATE LIMITED

4.0 OWNERSHIP

You have no ownership rights in the Software and Documentation. You have a licence to use the Software and Documentation only, as long as this Licence Agreement remains in full force and effect. Ownership of the Software, Documentation and all intellectual property rights therein and appertaining to the Software, shall remain at all times the property of Complygate Limited. Any other use of the Software by any person, business, corporation, government organisation or any other entity is strictly forbidden and is a breach of this Licence Agreement.

5.0 COPYRIGHT AND INTELLECTUAL PROPERTY

You acknowledge that all Intellectual Property Rights in the Software and any maintenance releases belong and shall belong to the Owner or the relevant third-party owners (as the case may be), and You shall have no rights in or to the Software other than the right to use it in accordance with the terms of this Licence.



Verify at ssaib.org

Copyright © 2021 Complygate Limited

The Software and Documentation contains material that is protected by Copyright.

All rights granted to you herein are expressly reserved by EMPS and Complygate Limited. You may not remove any proprietary notice of EMPS or Complygate Limited from any copy of the Software or Documentation.

(a) Ownership of copyright

We own the copyright in: (i) this website; and (ii) the material on this website (including, without limitation, the text, computer code, artwork, photographs, images, music, audio material, video material and audio-visual material on this website).

(b) Copyright licence

We grant to you a non-exclusive revocable licence to: (a) view this website and the material on this website on a computer or mobile device via a web browser;

(i) copy and store this website and the material on this website in your web browser cache memory; and (ii) print pages from this website for your own personal and non-commercial use.

We do not grant you any other rights in relation to this website or the material on this website. In other words, all other rights are reserved. For the avoidance of doubt, you must not adapt, edit, change, transform, publish, republish, distribute, redistribute, broadcast, rebroadcast, or show or play in public this website or the material on this website (in any form or media) without our prior written permission.

(c) Data mining

The automated and/or systematic collection of data from this website is prohibited.

(d) Permissions

You may request permission to use the copyright materials on this website by writing to info@emps.co.uk

(e) Enforcement of copyright

We take the protection of our copyright very seriously. If we discover that you have used our copyright materials in contravention of the licence above, we may bring legal proceedings against you, seeking monetary damages and/or an injunction to stop you using those materials. You could also be ordered to pay legal costs.

If you become aware of any use of our copyright materials that contravenes or may contravene the licence above, please report this by email to info@emps.co.uk

(f) Infringing material

If you become aware of any material on our website that you believe infringes your or any other person's copyright, please report this by email to info@emps.co.uk



Verify at ssaib.org

6.0 RESTRICTIONS

You may not publish, display, disclose, rent, lease, modify, loan, distribute, or create derivative works based on the Software or Documentation or any part thereof. You may not reverse engineer, decompile, translate, adapt, or disassemble the Software and Documentation, nor shall you attempt to create the source code from the object code for the Software. You may not transmit the Software over any network or between any devices, although you may use the Software to make such transmissions of other materials.

7.0 CONFIDENTIALITY

You acknowledge that the Software and Documentation contains proprietary trade secrets of EMPS and Complygate Limited and you hereby agree to maintain the confidentiality of the Software using at least as great a degree of care as you use to maintain the confidentiality of your own most confidential information. You agree to reasonably communicate the terms and conditions of this Software Licence Agreement to those persons employed by you who come into contact with the Software and Documentation, and to use reasonable best efforts to ensure their compliance with such terms and conditions, including, without limitation, not knowingly permitting such persons to use any portion of the Software for the purpose of deriving the source code.

8.0 LIMITED WARRANTY

EMPS and Complygate warrants for a period of thirty (45) days after purchase that the software will operate substantially in accordance with the documentation. Should the software not so operate, your exclusive remedy, and EMPS and Complygate Limited's sole obligation under this warranty, shall be, at EMPS and Complygate Limited's sole discretion, correction of the defect or refund of the purchase price paid for the software. Any use by you of the software is at your own risk. This limited warranty is the only warranty provided by EMPS and Complygate Limited regarding the software. Except for the limited warranty above, the software is provided "as is." to the maximum extent permitted by law, EMPS and Complygate Limited disclaims all other warranties of any kind, either expressed or implied, including, without limitation, implied warranties of merchantability and fitness for a particular purpose. EMPS and Complygate Limited do not warrant that the functions and information contained in the Software and Documentation will meet any requirements or needs you may have, or that the software will operate error free, or in an uninterrupted fashion, or that any defects or errors in the software will be corrected, or that the software is compatible with any particular platform. Some jurisdictions do not allow the waiver or exclusion of implied warranties so they may not apply to you.

9.0 LIMITATION OF LIABILITY

In no event will EMPS or Complygate be liable to you or any third party for any incidental or consequential damages (including, without limitation, indirect, special, punitive, or exemplary damages for loss of business, loss of profits, business interruption, or loss of business information) arising out of the use of or inability to use the software, or for any claim by any other party, even if EMPS or Complygate Limited have been advised of the possibility of such damages. EMPS and Complygate Limited aggregate liability with respect to its obligations under this agreement or otherwise with respect to the software and documentation or otherwise shall not exceed the amount of the Licence fee paid by you for the software and documentation.



Verify at ssaib.org

10.0 EXPORT RESTRICTIONS

This Licence agreement is expressly made subject to any laws, regulations, orders, or other restrictions on the export from the United Kingdom of the software or information about such software which may be imposed from time to time by the government of the United Kingdom. You shall not export the software, documentation, or information about the software and documentation without consent of EMPS and Complygate Limited and compliance with such laws, regulations, orders, or other restrictions.

11.0 SERVICE CHARGE

You agree to pay such charges as EMPS deems fit to impose as a service charge for the provision of the Software and Documentation. The total sum of this amount will be clearly stated to you before the commencement period and may be paid in a single payment at the beginning of the commencement period or on a monthly basis at the discretion of EMPS. A licence to the software and documentation will be granted upon payment of the service charge or upon the acceptance of monthly payment agreement between you and EMPS. Any payment made for the purposes of a service charge is non-refundable. If monthly payment is being made the full amount is payable at any time upon request from EMPS and may not be discounted if service is terminated before the end of the commencement period. If such is the case and this agreement is terminated before the full service charge has been paid by you to EMPS the full amount of service charge is payable as if it were paid in full at the beginning of the commencement period immediately.

12.0 TERMINATION

This Licence Agreement is effective until it is terminated. You may terminate this Licence Agreement at any time by returning to EMPS all copies of the Software and Documentation in your possession or under your control. If you decide to terminate this agreement you will be liable for any service charge outstanding in respect of a commencement period.

EMPS or Complygate Limited may terminate this Licence Agreement for any reason, with immediate effect by giving you notice in writing including, but not limited to, if EMPS or Complygate Limited finds that you have violated any of the terms of this Licence Agreement. Upon notification of termination, you agree to destroy or return to EMPS and Complygate Limited all copies of the Software and Documentation and to certify in writing that all known copies, including backup copies, have been destroyed. All provisions relating to confidentiality, proprietary rights, and non-disclosure shall survive the termination of this Software Licence Agreement. If EMPS or Complygate Limited decide to terminate this agreement due to the above you will be liable for any service charge outstanding in respect of a commencement period.

13.0 DISCLAIMER

The information and material included in this software by no means conveys legal advice or gives specific requirements. Any action taken by you or any other party in light of information provided in this software or by Complygate Limited is entirely at your discretion and Complygate Limited accepts no responsibility for any loss or damage liable to you or any third party for any incidental or consequential damages (including, without limitation, indirect, special, punitive, or exemplary damages



Verify at ssaib.org

for loss of business, loss of profits, business interruption, or loss of business information) arising out of the use of the software.

14.0 GENERAL

This Licence Agreement shall be construed, interpreted and governed by the laws of England and Wales without regard to conflicts of law provisions thereof. The exclusive forum for any disputes arising out of or relating to this Licence Agreement shall be the courts of England and Wales unless you are resident in Northern Ireland in which case you may commence suit in the courts of Northern Ireland or if you are resident in Scotland in which case you may commence suit in the courts of Scotland. This Licence Agreement shall be the entire Agreement between the parties hereto. Any waiver or modification of this Licence Agreement shall only be effective if it is in writing and signed by both parties hereto. If any part of this Licence Agreement is found invalid or unenforceable by a court of competent jurisdiction, the remainder of this Licence Agreement shall be interpreted so as to reasonably affect the intention of the parties.

15.0 POLICY DETAILS

Document Type	Terms and Conditions	Document	Conditions of Use
Owner (Author)	Jenni Jetzer	Version Number	2.0
Date First Issued	November 2022	Last Review Date	February 2024



Verify at ssaib.org