

Mododuo Terms and Conditions



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This website is owned and operated by Mododuo and is made available to you on the following terms and conditions. By using the site and the services available on it you are deemed to accept these terms and conditions and any additional terms and conditions which expressly apply to services and information provided by third parties.

IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS & CONDITIONS, PLEASE DO NOT REGISTER OR USE THIS WEBSITE.

'**Mododuo.com**'; '**we**'; '**us**'; and '**our**'; means Mododuo Ltd, registered in England and Wales under company number 11029112, with registered address at 20-22 Wenlock Road, London, N1 7GU

'**Candidate**'; '**You**' and '**Your**' means any person registering with us or purchasing any of our services to assist with your job search.

'**Company**'; '**You**' and '**Your**' means any person, company, organisation or firm which purchases services from us to assist with search, selection and engagement of staff needs.

1. General Terms

- 1 The information and services available on the site are provided for the sole purpose of individuals looking for contract employment opportunities and career information and for employers seeking to find and engage relevant staff. You may use, print and download information from the site for these purposes only and for no other personal or commercial purpose. You may not otherwise copy, display, transmit or distribute any material from the site. All copyright, database rights and other intellectual property rights in the site and the material available on the site belongs to Mododuo or its third party suppliers. Use of the site does not give you any proprietary rights in such materials. You agree not to deep-link and/or frame the Website or any of the Services for any purpose, unless specifically authorised by Mododuo to do so.
- 2 Mododuo will permit the Consultant Candidates and Company/Recruiter to access, use and interact with our site subject to these terms and conditions. Any party using this service for any purpose other than those specifically stated in these Terms and Conditions shall immediately be banned from using this site.
- 3 We try to ensure continuous availability of the site and all the services available on it but accept no responsibility for the consequences of interruptions or delays, however caused. All liability of Mododuo, its directors or employees howsoever arising for any loss whatsoever arising from your use of or inability to use the Website and/or the Services is excluded, insofar as it is possible to do so in law. We may, additionally, alter the design and specification of the site at any time.
- 4 It is recommended that, if you are a Consultant Candidate to keep your profile is up to date to ensure accurate matches for roles advertised or, if you are a Company/ Recruiter, to ensure a work-seeker's suitability for the role you should undertake the steps set out in The Conduct of Employment Agencies and Employment Business Regulations 2003.
- 5 You agree that you shall not use the Website or the Services to transmit or knowingly or recklessly receive (or knowingly or recklessly authorise or permit any

other person to receive or transmit) material which is obscene, threatening, menacing, offensive, defamatory, abusive, untrue, in breach of confidence, in breach of any intellectual property right (including copyright) or which may cause anxiety to others including racist or sexist content or material which otherwise violates any applicable law or regulation or code, or which makes excessive demands for bandwidth or contains any virus or which may otherwise impair or harm our computer systems or any third party computer system.

- 6 Save to the extent possible by law we do not warrant that our Website or services will operate without error or that the site or services are free from infection by viruses or anything else which has contaminating or destructive properties and we shall have no liability in respect thereof.
- 7 Save to the extent required by law, no representations, warranties or terms of any kind are made in respect of the Website and/or the Services or their contents (including, without limitation, any views or comment made). All information and/or data included in and/or on the Website, the Services and/or in any directory or other listings or information retrieval service made available on or by the Website and/or the Services has been so made available for guidance only. In addition, we make no representations or warranties about the accuracy, completeness, or suitability for any purpose of the information and related graphics published in this site. The information contained in this site may contain technical inaccuracies or typographical errors. Your use of such information and/or data is therefore entirely at your own risk. All liability of Mododuo, its directors, employees or other representatives howsoever arising for any loss suffered as a result of your use of the Website and/or the Services is expressly excluded to the fullest extent permitted by law.
- 8 Notwithstanding the foregoing, none of the exclusions and limitations in these terms are intended to limit any rights you may have as a consumer under local law or other statutory rights which may not be excluded nor in any way to exclude or limit our liability to you for death or personal injury resulting from our negligence or that of our employees or agents.
- 9 Our website contains links to third party websites. These links are provided solely as a convenience to You and not as an endorsement by Mododuo of the contents on such third-party websites. Mododuo is not responsible for the content of linked third-party sites and does not make any representations regarding the content or accuracy of materials on such third party websites. If You decide to access linked third-party Web sites, You do so at Your own risk FURTHERMORE you acknowledge that we are not responsible for third party content on the Website and that we cannot ensure that material presented on the Internet is legal. Mododuo will not limit access to material unless notified that it is illegal. In particular, you acknowledge that Mododuo is not responsible for and does not monitor all of the content of job postings provided by third parties on the Website. However, we shall have the right to remove any postings, materials or other items on the Website which it believes may be illegal or which it determines to be inappropriate.
- 10 You agree to defend, indemnify, and hold harmless Mododuo, its affiliates, and their respective officers, directors, employees and agents, from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees, alleging or resulting from (i) any User Content or other material You provide to any Mododuo Site, (ii) Your use of any Mododuo Content, or (iii) Your breach of these Terms. Mododuo shall provide notice to You promptly of any such claim, suit, or proceeding.

- 11 These Terms will remain in full force and effect while You are a User of any Mododuo Site. Mododuo reserves the right, at its sole discretion, to pursue all of its legal remedies, including but not limited to removal of Your User Content from the Mododuo Site and immediate termination of Your registration with, or ability to access the, Mododuo Site and/or any other services provided to You by Mododuo, upon any breach by You of these Terms or if Mododuo is unable to verify or authenticate any information You submit to a Mododuo Site registration. Even after You are no longer a User of the Mododuo Sites, certain provisions of these Terms will remain in effect. Mododuo may terminate, suspend or deny you access to the Website and/or Services immediately for any reason without incurring any liability whatsoever to you.
- 12 Where you are asked to complete your profile, the personal details that you provide must be true, accurate and complete. You agree to update your profile with any changes which are relevant to your registration.
- 13 Your personal data will be collected and processed by Mododuo in accordance with its privacy policy. You hereby agree to these terms in our privacy policy by your agreement to the terms and conditions of this Agreement.
 - i. This Agreement shall be personal to you and you may not assign, transfer, sublet, lease or delegate all or any of your rights and obligations, without Mododuo's prior written consent.
 - ii. Mododuo reserves the right to assign or transfer all or any of its rights and obligations under this Agreement to any companies in the same group as Mododuo Ltd or any other third party. In the event of assignment or transfer, notification will either be given to you by e-mail or posted on the Website.
- 14 Failure or neglect by either party to exercise or enforce any right conferred shall not be deemed to be a waiver of any such right nor operate so as to bar that exercise or enforcement thereof or of any other right on any later occasion.
- 15 If any provision of this Agreement or part thereof is determined to be invalid, unlawful or unenforceable, such provision, or part thereof, shall be severed from the remaining terms, conditions and provisions which shall continue to be valid and enforceable to the fullest extent permitted by law.
- 16 This Agreement constitutes the entire agreement between the parties in respect of its subject matter NOTWITHSTANDING that Mododuo reserves the right to vary this Agreement from time to time (including the services offered by Mododuo). Such changes shall either be notified to you by e-mail or posted on the home pages of the Website. Changes in this manner shall be deemed to have been accepted if you continue to use the Website and/or the Services after a period of two weeks from the date of transmission of the e-mail or newsletter, or of posting on the home pages of the Website, whichever occurs later.
- 17 Any notices from us to you, or you to us, shall be sent by email or first class post to, in your case, the last address that you provided us, and in our case, our registered office, and shall be deemed to have been received two business days after the date of dispatch.
- 18 Please note that all calls may be recorded for staff training purposes.
- 19 This Agreement shall be governed by the laws of England and Wales and you hereby submit to the exclusive jurisdiction of the English courts.

2. Additional Terms for Candidates

- 1 You acknowledge and agree that You are solely responsible for the form, content and accuracy of any profile, document or CV, details or material contained therein placed by You on the Mododuo Sites.
- 2 Mododuo reserves the right to offer third party services and products to You based on the preferences that You identify in Your registration and at any time thereafter or you have agreed to receive, such offers may be made by Mododuo or by third parties. Please see our Privacy Policy, for further details.
- 3 The Consultant Candidate is liable if they are contacted by the Company Recruiter without intervention from Mododuo.
- 4 Security cleared profile details:
 - a. You must be in possession of all documentation relating to security clearances that you specify on the site. We do not guarantee that by holding security clearances you will secure a project. This is additional information that will enhance your application for specific projects.
 - b. Matches to security cleared requirements will be checked by Company and You will be removed from the site if clearances are found to be false or non-existent.
 - c. For the avoidance of doubt, security clearance requirements are optional and many projects will NOT require clearances. If you are not sure do not indicate security clearance.
- 5 Mododuo does not discriminate against anyone registered to or using the Mododuo website. We try to ensure that all possible measures are taken to prevent any vacancies advertised or searches that discriminate against age, disabilities, gender or race. The search tools in place on the site do not have the functionality to exclude any Candidates with disabilities. It is down to the users themselves to ensure they comply with discrimination laws.
- 6 Services and information provided on the site by us and our third party suppliers are intended to assist in the engagement of contractor, project seeking or recruitment process. Neither we nor our third party suppliers can guarantee their suitability or prospects of success in any particular case. You should obtain independent verification before relying on information provided on the site in circumstances which may result in loss or damage.
- 7 Our liability, and the liability of our third party suppliers, for any loss or damage suffered by you as the result of your use of this site is limited to your actual direct damages and, except in the case of fraud, excludes any loss of future earnings, profit or prospects or any consequential or speculative loss. As required by law, this exclusion does not extend to death or personal injury caused by our negligence.
- 8 You understand and acknowledge that You have no ownership rights in Your account and that if You cancel Your account or Your account is terminated, all Your account information from Mododuo, will be marked as deleted and may be deleted from Mododuo's databases within a reasonable time period. Third parties may retain saved copies of Your Information.
- 9 Mododuo reserves the right to delete Your account and all of Your Information after a significant duration of inactivity or in the event that any of our terms have been breached by you.
 - a. We will notify you in the case of significant inactivity prior to removal.

3. Additional Terms for Recruiters

- 1 On completion of a company profile, you will be deemed to have accepted all of these terms and conditions, and will be granted access (subject to receiving payment where applicable) to our database in accordance with these terms and conditions. You also agree that all of the information you supply to us is correct, truthful and complete. You agree to update your company profile and/or inform us by email, telephone or post of any changes to any of the information supplied by you to us. We reserve the right to terminate this agreement in the event that any of the information provided by you to us, is no longer current or accurate or in the event you are in breach of these Terms & Conditions.
- 2 We will take reasonable steps to provide a reliable service to you. However, we cannot guarantee the accuracy or authenticity of any of the profiles stored in our database. You acknowledge and accept that this is beyond our control, and refunds cannot be given in the event of untruthful information being submitted by Candidates.
- 3 You acknowledge and accept that all rights to information provided by third parties are reserved by those third parties, and that such information may not be used in any way that infringes any proprietary interests of those third parties. You agree not to disclose any information provided by the Candidates to any third parties, or those not directly related to the recruitment process of the individual(s) in question.
- 4 Any personal details which you provide to us from which we can identify you are held in accordance with our Data Protection Registration. You agree that you do not object to us using this information to contact you for the purpose of improving our service to you, requesting payment(s), discussing account status, and you confirm that you do not consider any of the above as a breach of any of your rights under the Telecommunications (Data Protection and Privacy) Regulations 1999.
- 5 Downloading or leeching our profile database, wholly or in part, for any reason other than the intended purpose of the website is strictly forbidden and will result in immediate cancellation of your account, without refund. Downloading using any software other than a browser is also strictly forbidden and will result in immediate cancellation of your account, without refund. Legal action may be taken against you.
- 6 You agree not to put excessive load on our servers.
- 7 With regards to approved company users, you agree that only these users will have access to the account. If any unauthorised users attempt to access the account, or if the account is accessed from other locations, we reserve the right to cancel your account immediately, without refund.
- 8 You shall use the Mododuo Database as provided in these Terms and in any contract You have with Mododuo. You shall use the Mododuo Database in accordance with all applicable privacy and data protection laws, and You agree You shall not further disclose any of the data from Mododuo Database to any third party, unless You are an authorised recruitment agency, staffing agency, advertising or other agency or using the database explicitly for employment purposes.
- 9 You agree to deal fairly and professionally with individuals who may respond to a project you have posted and not do anything which may bring Mododuo into disrepute. You will indemnify us from and against any claim brought by an individual against Mododuo arising from your breach of this obligation or any other of these terms and conditions.
- 10 We do not guarantee any response to your project or that responses will be from individuals suitable for the project advertised. It is your responsibility to carry out

such checks and procedures as are necessary to ensure that Candidates are suitable for the project advertised and have the required qualifications and personal characteristics.

- 11 We have rules regarding the content and format of projects posted on Mododuo. Their purpose is to ensure that users who use the site or the Mododuo database get results which are presented as clearly and informatively as possible. You agree that we may, at our discretion and without liability to you, remove from Mododuo any information which is posted in breach of these rules. The rules may change from time to time and you are advised to refer to them regularly.
 - a. The project posted must exist at the location advertised, unless it is a multi-site (which must be stated in the description).
 - b. Emails and URLs within project descriptions are not allowed. We will automatically remove these. A section is available for URL details.
 - c. The description of the project should ensure accuracy of the required skills as well as details describing the project. Contact names should not be mentioned in the project description.
 - e. If the project role is for training and there is a charge for this then the details must state this.
 - f. Project details which discriminate (or appear to discriminate) on grounds of sex, race, age or disability are illegal and may result in proceedings being taken against the Company. Project details are accepted by Mododuo on the basis that the Company confirms that any requirement or qualification which may appear to discriminate illegally is in compliance with any exemption available under the relevant legislation. Notwithstanding this confirmation, if we nonetheless believe that a project may be discriminatory we may at our discretion either amend the project details or remove it from Mododuo without liability to you to make any refund of amounts paid or due to be paid in respect of the posting or otherwise and will inform you accordingly.
 - g. The opportunity should accurately describe the role and not mislead the Candidate; sufficient detail should be included in order for the Candidate to understand the nature of the role and the basic requirements of the role. If a role requires a Candidate to work in multiple locations then the vacancy must state this.
- 12 You agree to deal fairly and professionally with individuals you may contact using information from the Consultant database and not do anything which may bring Mododuo into disrepute. You will indemnify Mododuo from and against any claim brought by an individual against Mododuo arising from your breach of this obligation or any other of these terms and conditions.
- 13 All information provided to you by us is confidential you will not disclose your username and/or password to any persons outside of your company. If disclosure occurs we reserve the right to terminate this agreement immediately and seek compensation. Accounts are for the sole use of the person to whom they are issued. Accounts must be kept confidential and secure. We may deny access to an account if we reasonably believe that it is being used by an unauthorised person or that the user is breaching these terms and conditions. You agree to notify us as soon as reasonably possible in the event that your password is, or may be, known to any person(s) other than those within your organisation. Upon notification of such an event, we will render such password inoperable, and will issue a new password by a mutually agreed method (telephone or email or post).

- 14 Other than through our negligence or wilful default, we shall not be liable for any losses, damages or claims which result directly or indirectly from any person obtaining any account details that we have issued you. Our total liability to the Customer in respect of any Services, except for death or personal injury caused by our negligence, is limited to the total amount paid to us during the Contract Term for such Services or £10,000, whichever is the greater.
- 15 Mododuo acts as an agent, and is not responsible for the content of project adverts from different companies/employers/agencies.
- 16 Payment Terms - if applicable:
 - a. You agree to pay the entire balance (in pounds sterling) of your account prior to the commencement of the service (unless an alternative payment structure is agreed in writing). You agree that payments will be made by cheque, credit/debit card or bank transfer. You acknowledge and agree that in the event of failure by you, or the person with whom responsibility lies for payment of such transactions, that we may terminate your account and cancel this agreement immediately. We may also pursue payment in a court of law.
 - b. You agree to the payment structure agreed with your account manager, and agree to be charged in accordance with it.
 - c. You agree that we may alter the above rates within 14 days of notifying you of such changes, although any changes will not come into effect until the end of your Fixed Term. If you do not wish to continue this agreement with the altered rates, you may terminate the agreement at the end of your Fixed Term.
 - d. We may agree monthly payments in advance by way of Direct Debit. Direct Debits will be taken in advance of services used and will be set, and money debited, by Debit Finance. You will be notified in writing of the amount debited and the Fixed Term. If one payment is missed then the monthly instalment must be settled immediately by BACS or credit card, your account and all services will be suspended until payment is received. If two payments are missed the account will automatically be cancelled and no future Direct Debits will be granted and the outstanding amount for the remainder of the fixed term will become due immediately, Mododuo reserve the right to pursue payment in a court of law.
 - e. All prices exclude VAT. All invoices are payable in accordance with your Service Agreement. Late payment will entitle us to suspend provision of Services. Interest will be payable on late payments at the rate of 3% above National Westminster Bank plc's base rate from time to time.
- 17 Refunds cannot be provided if the Candidate is not of the desired age, sex, race, or nationality, as these criteria contradict our equal opportunities policy, and common decency.
- 18 The terms and conditions of this agreement will continue unless terminated by you or us, by notice in accordance with this section.
 - a. We reserve the right to terminate this agreement immediately and payment will become due immediately of all outstanding amounts. Mododuo will have no further obligation to you, upon the occurrence of any of the following events:
 - i. You fail to pay any amount due to us;
 - ii. You are a limited company and call a meeting of creditors or are otherwise the subject of proceedings under the Insolvency Act of 1986, or are unable to pay your debts as they fall due within the

meaning of section 123 of the Insolvency Act of 1986, you cease to trade or go into liquidation;

- iii. You are an individual and are declared bankrupt or enter into any arrangement or compromise with your creditors, or you cease to trade;
- iv. The Recruiter is in material breach of these terms and conditions and has not remedied such breach within ten days of notice specifying the breach and requiring that it be remedied.

b. The Recruiter may terminate the provision of Services in writing to us:

- i. To expire at the end of the Fixed Term.
- ii. In the event that we are in material breach of these terms and conditions and have not remedied such breach within ten days of notice specifying the breach and requiring that it be remedied, or:
- iii. We become insolvent, cease to trade or go into liquidation
- iv. Termination by the Customer before the end of the Fixed Term may, at our discretion, result in loss of discounts agreed for the entire Fixed Term.