

PLEASE READ THESE TERMS CAREFULLY

Welcome to VIA, an AI-driven recruitment platform designed to connect job seekers with potential employers.

Before you can access and use our services, you must read and agree to the following Terms and Conditions. By clicking "I Agree," you confirm that you have read, understood, and accepted these terms, which govern your use of the VIA AI recruitment platform. If you do not agree to these terms, please do not use our platform. Your acceptance of these terms creates a binding legal agreement between you and Via Match Limited.

DEFINITIONS

- **Candidate** – also referred to as “you” or “your” in these terms. Means the individual (work-seeker) using the Platform to seek employment opportunities.
- **Hirers** - individuals, companies, organisations, or other entities (including their authorised representatives) who use the Platform for the purpose of seeking Candidates with a view to potentially offering them employment.
- **Platform** – the online AI recruitment platform provided by Via Match, designed to match candidates with job openings.
- **Profile** – the profile you create with us in connection with your use of the Platform.
- **Services** - the services offered to you by Via Match in connection with the use of the Platform, including the provision of access to the Platform, the service as described in section DESCRIPTION OF SERVICES and in section WORK-FINDING SERVICES below and other services to assist in your job search which may be available to you via the Platform.
- **Via Match Website** – means Via Match website at: <https://viamatch.ai/>

WHO WE ARE AND WHAT THIS AGREEMENT DOES

We are Via Match Limited (“**Via Match**”, “**we**”, “**us**” or “**our**”), a company registered in England and Wales. Our company registration number is 16530334 and our registered office is at 3 Copthall Avenue, London, United Kingdom, EC2R 7BH.

If you need to contact us in relation to the Services or about the Platform, or if you have any questions or complaints, please contact us by telephoning our customer service team at +442036179746 or by writing to us at support@viamatch.ai. Our customer service team is available from 8am to 6pm Monday to Friday.

In return for your agreeing to comply with these terms, we license you to access and use the Platform and any updates or supplements to it and the Services in the UK as permitted in these terms. This Agreement explains our mutual rights and obligations with regards to the Platform and the Service.

Our [Privacy Policy](#) explains how we may use your personal information. Please also read it carefully so you understand it.

WHO MAY USE THE PLATFORM

You must be 18 or over to accept these terms and to use the Platform.

The Platform and the Service are not currently available to residents outside of the United Kingdom.

DESCRIPTION OF SERVICES

Via Match offers an AI-driven recruitment platform designed to assist candidates in finding suitable job opportunities. The Platform provides the following services:

- **Profile Creation:** Utilises artificial intelligence to help Candidates create comprehensive Profiles based on their CVs, application responses, qualifications and experience.
- **Job Matching:** Automatically matches Candidates with relevant job openings by evaluating their suitability against specific role criteria using advanced algorithms.
- **Automated Interviews and Screenings:** Conducts AI-driven interviews and screenings to assess candidates, streamlining the recruitment process.
- **Shortlisting and Introductions:** Identifies and presents job opportunities to Candidates. The Platform will suggest or recommend job listings and may also suggest your profile to Hirers seeking candidates with your background.

WILL YOUR PROFILE BE VISIBLE TO HIRERS?

We are committed to maintaining the privacy and confidentiality of Candidate information. Candidate details remain private unless they reach the final stage of the recruitment process. Our privacy safeguards are designed to protect candidate information throughout the recruitment process.

For more information, including for more detailed explanation of how your data is shared with Hirers, please refer to our Privacy Policy.

WORK-FINDING SERVICES

To the extent that the Conduct of Employment Agencies and Employment Businesses Regulations 2003 (the "**Regulations**") apply, by providing a technology-driven recruitment service, Via Match acts as an employment agency as defined in the Regulations. We do not employ Candidates directly but introduce Candidates to potential Hirers.

Please note that no contract of employment is formed between the Candidate and Via Match via the Candidate's use of the Platform or the Services.

The Platform facilitates employment opportunities across a wide range of sectors.

We do not charge you any fee for recruitment services. The Platform and the Services are provided free of charge. If any future services outside the scope of regulated work-finding are offered for a fee, these will be entirely optional, clearly described, and subject to the terms and conditions specific to that service.

Before submitting your details to any prospective Hirer, we will assess your experience, qualifications, and right to work in the UK, in accordance with the Regulations. Some or all of these checks may be carried out through automated processing.

By using the Platform, the Candidate authorises Via Match to act on behalf of the Candidate solely for the purpose of facilitating introductions to potential Hirers. Via Match does not have the authority and does not accept the authority to enter into contracts with Hirers on behalf of the Candidates. Our role is limited to introducing you to potential Hirers for employment opportunities, based on the information you provide and the criteria set by Hirers. All contractual agreements must be directly negotiated and executed between the Candidate and the Hirer.

We are not authorised to receive or hold any money on your behalf. All payments, including salary, wages, or reimbursements, are made directly by the Hirer to you and do not pass through our Platform.

AUTOMATED DECISION MAKING

The Platform uses artificial intelligence (AI) to support the Candidate screening and shortlisting process. This means that, in certain cases, decisions about your application (such as whether you progress to the next stage) may be made automatically, without human involvement.

These decisions are based on information you provide on your Profile, such as your CV, application responses, qualifications, and experience. The AI system assesses your suitability against the criteria set for the role, using algorithms trained to identify relevant qualifications and skills.

Please note that we are not responsible for the final decision in relation to your application. Once a Candidate is introduced to the Hirer via the Platform, the Hirer will assess the Candidate's suitability for the role.

Please note that we provide automated AI-driven shortlisting and matching Candidates with opportunities as a core feature of our Platform. This service could not function without automated decision-making.

By using this service, you acknowledge and agree that:

- Automated decision-making is an essential and non-optional part of the Platform;
- The service cannot be provided without such processing; and
- If you do not wish to be subject to automated processing, you should not use the Platform.

For more information, including the legal basis for processing your data, your legal rights under data protection laws and how to exercise them, please refer to our Privacy Policy.

SERVICE LIMITATIONS

While VIA employs advanced AI technology, you understand that AI has limitations and may not always provide perfect results. AI matching is an assistive tool and does not guarantee placement or you being shortlisted for any specific opportunity, or that every suggestion will be accurate or suitable.

We do not guarantee the availability, accuracy or completeness of any job recommendation or listing. Candidates are responsible for using their discretion and judgement in reviewing job details before deciding to apply or respond to any job opportunity or shortlisting.

We are committed to ensuring that our AI systems are fair, transparent, and continually monitored for accuracy and bias. If you have concerns or questions about how the system works, please contact us.

USE OF THE PLATFORM – CANDIDATE’S RESPONSIBILITIES

Profile Creation: In order to use our services, you will need to create a personal Profile showcasing your work experience, education, skills, CV/resume, and other relevant information.

Your Profile information will be used by our Platform to match you with job opportunities.

Candidates are responsible for maintaining the confidentiality of their Profile information.

Candidates must ensure that all information they provide on their Profile is accurate and up-to-date. Candidates must not impersonate another individual.

Please do not include sensitive personal information (such as racial/ethnic origin, political opinions, health data, etc.) on your Profile unless specifically requested for equal opportunity monitoring.

CHANGES TO THESE TERMS AND THE SERVICES

We may need to change these terms to reflect changes in law or best practice, to deal with additional features which we introduce or to reflect any changes in the scope of the Services.

We will give you reasonable notice of any significant change.

You have the right to reject the notified changes, but please note that if you do, you may not be permitted to continue to use the Platform and/or the Service.

From time to time we may update the Platform and change the Service to improve performance, enhance functionality or address security issues.

We will use commercially reasonable efforts to make the Platform available and provide the Services, but please note that we provide no guarantee that the Platform or the Services will be uninterrupted or error free.

WE ARE NOT RESPONSIBLE FOR OTHER WEBSITES YOU LINK TO

The Platform and/or Via Match Website may contain links to other independent websites which are not provided by us. Such independent sites are not under our control, and we are not responsible for and have not checked and approved their content or their privacy policies (if any).

You will need to make your own independent judgement about whether to use any such independent sites, including whether to buy any products or services offered by them.

LICENCE RESTRICTIONS

You agree that you will:

- except as permitted under these terms, not rent, lease, sub-license, loan, provide, or otherwise make available, the Platform or the Services in any form, in whole or in part to any person without prior written consent from us;
- not copy the Platform, except where such copying is incidental to normal use of the Platform or where it is necessary for the purpose of back-up or operational security;
- not translate, merge, adapt, vary, alter or modify, the whole or any part of the Platform or Services nor permit the Platform or the Services or any part of them to be combined with, or become incorporated in, any other programs, except as necessary to use the Platform and the Services on devices as permitted in these terms;
- not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the Platform nor attempt to do any such things, except to the extent that (by virtue of sections 50B and 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are necessary to decompile the Platform to obtain the information necessary to create an independent program that can be operated with the Platform or with another program (**Permitted Objective**), and provided that the information obtained by you during such activities:
 - is not disclosed or communicated without prior written consent of Via Match to any third party to whom it is not necessary to disclose or communicate it in order to achieve the Permitted Objective; and
 - is not used to create any software that is substantially similar in its expression to the Platform;

- is kept secure; and
- is used only for the Permitted Objective;
- not engage in competitive analysis, benchmarking, use, evaluation or viewing of the Platform or the Services or create any derivatives based on the Platform or the Services; and
- comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the Platform or the Services.

ACCEPTABLE USE RESTRICTIONS

You must:

- not use the Platform or the Services for any purpose other than for the purpose of accessing the Services;
- not use the Platform or the Services in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the Platform, any Service or any operating system;
- not infringe our intellectual property rights or those of any third party in relation to your use of the Platform or the Services, including by the submission of any material (to the extent that such use is not licensed by these terms);
- not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the Platform or any Service;
- not use the Platform or the Services in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
- not collect or harvest any information or data from Platform or the Service or our systems or attempt to decipher any transmissions to or from the servers running the Service.

PERSONAL DATA

Any personal data we collect about you will be processed in accordance with our [Privacy Policy](#). Personal data we collect may be shared with the Hirers for the purpose of evaluating your suitability for the position being advertised.

Where the Hirer collects your personal data in that way, the Hirer will be the controller of and will be responsible for such personal data. Via Match shall have no responsibility for the processing and handling of such personal data.

INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights in the Platform and the Services throughout the world belong to us (or our licensors) and the rights in the Platform and the Services are licensed (not sold) to you. You have no intellectual property rights in, or to, the Platform or the Services other than the right to use them in accordance with these terms.

WARRANTY

We warrant that the Platform will, when properly used, perform substantially in accordance with the functions described on any supporting documentation as may accompany the Platform and will match the description of it provided in any such documentation.

We will use commercially reasonable efforts to provide the Services, but please note that we provide no guarantee that the Services will be uninterrupted or error free.

OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process. It is important to point out that everybody's personal circumstances are different. As a result, we cannot be expected to know what your specific circumstances are unless we are told in writing prior to the contract being formed.

You acknowledge that the Platform has not been developed to meet your individual requirements. Please check that the facilities and functions of the Platform and the Services meet your requirements.

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the

negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products.

We are not liable for business losses. The Platform is intended for domestic and private use by the Candidates. These terms apply to Candidates who are consumers. If you use the Platform for any commercial, business or resale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity. Business clients, referred to as Hirers, will be subject to a separate set of terms and conditions.

Information provided by the Platform and the Services. Although we make reasonable efforts to update the information provided by the Platform and the Service, we make no representations, warranties or guarantees, whether express or implied, that such information is accurate, complete or up to date, except as may be required by relevant law.

We are not responsible for events outside our control. If our provision of the Services or support for the Platform or the Services is delayed or otherwise affected by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of such event. Provided we do this we will not be liable for delays or our inability to provide the Services or access to the Platform caused by the event but if there is a risk of substantial delay you may contact us to end your contract with us.

TERMINATION

We may end your rights to use the Platform and Services at any time by contacting you if you have broken these terms in a serious way. If what you have done can be put right we will give you a reasonable opportunity to do so.

We may terminate the contract with you at any time by giving you reasonable notice if we (or the third party Platform developers) cease to support the Platform, which we may do in our sole discretion.

If we end your rights to use the Platform and Services you must stop all activities authorised by these terms, including your use of the Platform and any Services.

You may terminate the contract and cease using our services at any time by closing your account, deleting your Profile or by contacting us (see section: WHO WE ARE AND WHAT THIS AGREEMENT DOES)

WHICH LAWS APPLY TO THIS CONTRACT AND WHERE YOU MAY BRING LEGAL PROCEEDINGS

These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.