

OUR TERMS AND CONDITIONS OF USE

Last updated 22 March 2024

Getting Started

- | | | |
|---|-----|--|
| <u>Welcome to Arctic Shores!</u> | 1.1 | Welcome! We're happy to have you on board. These Terms and Conditions set out how You may use Our Platform and Services. They also describe Our obligations and liabilities to you with respect to Our Platform and the Services we provide You. Please read them carefully. |
| <u>When Our Relationship Starts and Ends</u> | 1.2 | Our Agreement with You begins on the Start Date and continues for the Initial Term that is stated in Your Order Form. At the end of that Initial Term, the Agreement will continue for a Renewal Term which is also your Order Form. It will extend again on each anniversary of that Renewal Term, so You don't have to do anything if you want the Agreement to keep renewing. Except for any clauses that survive termination (such as confidentiality), this Agreement will not continue past the Initial Term if there is no Renewal Term stated in your Order Form. The Agreement will also not continue for any new Renewal Term if one of us gives the other a written notice of termination during any Notice Period. This Agreement can also end if it is terminated in accordance with the other provisions of the Agreement which provide for a right to terminate the Agreement (such as under clause 5.2 (d) if the other party is insolvent). |
| <u>Quotations</u> | 1.3 | We may provide You with a Quotation for the provision of Our Services to You. This Quotation will not be legally binding on Us or You until it becomes an Order Form. A Quotation becomes an Order Form when it is (1) signed by You, and (2) agreed by Us – either when we subsequently countersign it or when we commence our provision of the Services to You. |
| <u>We may make changes to this Agreement</u> | 1.4 | We've aimed to keep our Agreement as simple and readable as possible, but we may update it from time to time. When we update our Agreement, we will let You know either the next time You log-in to Our Platform or We will send Your Administrative User an email. We will do this at least 30 days before those changes come into effect. If You don't agree with the changes we have made to Our Agreement, You have 10 days from the date that We notify You to provide Us with written notice of that. If we don't agree to continue Our Agreement with You without the changes, you may terminate the Agreement (and we will provide you with a pro-rata refund of any Fees prepaid to Us and applicable to the unutilised portion of the terminated Services). By continuing to access Our Platform and use Our Services, You confirm Your acceptance to Our updated Agreement. |
| <u>Where to find the meanings of words We use in this Agreement</u> | 1.5 | You can find the definitions for the capitalised words we use in this Agreement at the end of these Terms and Conditions. |

Our Provision and Your Use of Our Platform and the Services

- | | | |
|--|-----|---|
| <u>Subscription Services</u> | 2.1 | We will make Our Platform available to You and provide the Support Services to You for your use in accordance with this Agreement. |
| <u>Consultancy Services</u> | 2.2 | If You have also purchased Consultancy Services (which we will describe in the Order Form), We will provide you with those services in accordance with this Agreement. |
| <u>Your Account and Users</u> | 2.3 | You will appoint an Administrative User who will be responsible for establishing and managing Your use of the Platform, including adding and removing Users to your Account. You are solely responsible for maintaining the status of Your Users. You will ensure Your Users safeguard all User authentication credentials. You are responsible for all activities of Your Users (except those resulting from any breach or non-conformance by Us of Our obligations under this Agreement). |
| <u>Your General Responsibilities</u> | 2.4 | You are solely responsible for the accuracy, quality and legality of Your Data that You or Your Users input into Our Platform and the use You make of it. You must ensure that You and Your Users comply with this Agreement. You are responsible for the acts and omissions of any of Your Users relating to this Agreement as though they were Your own. You must not use the Services in any way which breaches this Agreement, any |

applicable laws or for any other unlawful purposes. You may only use the Platform its intended purpose and not for any other purposes.

- Assessment Volumes 2.5 You will not exceed the maximum number of 10,000 Candidate Assessments per year. If You do exceed these volumes, Your Fees will be pro-rata applied from the date that you exceed these volumes and for the remainder of the current subscription period, and you shall immediately make payment to Us for any such further Fees. If You do not make timely payment, Your access to the Platform may be suspended until You do.
- Technology Improvement 2.6 We may modify Platform to improve it or to reflect changes to Our Platform, technology, information security practices and to comply with any legal requirements. We will notify You in advance of any material changes which may substantially and adversely affect our Service except in cases of emergency, (such as critical vulnerability remediation, in which case We will provide You with as much prior notice as is reasonable in the circumstances). We will not provide You with any refund for changes made to the Platform by Us to address any (i) changes in applicable law, (ii) changes in its third-party certification standards We may obtain from time to time, or (iii) security vulnerability or any other changes, unless those changes make it impossible for You to continue to use Our Service.

Intellectual Property Rights & Permissions to Each Other

- Our Licence to You 3.1 From the Start Date until termination of the Agreement, We grant You a limited, non-exclusive, non-transferable, royalty-free, revokable, worldwide licence, without right to sub-license (except to your Group Companies) to access and use the Platform for Your Assessment of Candidates strictly in accordance with this Agreement.
- Your Licence to Us 3.2 You grant to Us, a limited, non-exclusive, non-transferable, sub-licensable, royalty-free, licence to: (a) use Your Data as necessary to allow Us to perform our obligations under this Agreement from the Start Date until termination of this Agreement, and (b) for the purposes of reporting on the performance of the Services and for developing and providing new and different products or services for You and Our other customers (provided that such use of Your Data in accordance with clause 3.2(b) is aggregated and permanently anonymised and does not identify You or Your Candidates).
- Ownership of Intellectual Property Rights 3.3 (a) *Ownership and Use of Your Data.* You retain all Your Intellectual Property Rights in and to Your Data and Your Confidential Information. No ownership interest in Your Data or Your Confidential Information is transferred or to Us by virtue of this Agreement. We will use Your Data and Your Confidential Information only as described in this Agreement. If We aggregate and anonymise any of Your Data in accordance with clause 3.2(b) (so that You or Your Candidates can no longer be identified), this data is no longer considered to be Your Data.
- (b) *Our Intellectual Property and Ownership Rights.* We and Our licensors retain all Intellectual Property Rights in and to Our Platform, Supplemental Material, Content and Our Confidential Information, and all enhancements or improvements to, or derivative works with respect to any of it. Other than the licence to you in clause 3.1, nothing in this Agreement gives You Intellectual Property Rights in Our Platform and Our Confidential.
- Restrictions 3.4 You will not: (i) reverse engineer, disassemble, decompile or otherwise attempt to derive source code from Our Platform, or any part of it; (ii) modify, translate, adapt, alter or create derivative works based upon Our Platform or any part of it; (iii) remove any proprietary notices, labels, trademarks or service marks on Our Platform; (iv) access any part of the Platform to build a product of service which competes with it, or (v) use Our Platform for any purposes other than the purposes stated in this Agreement; or (vi) reproduce, publish, display, distribute, sell, share, sublicense, transfer, rent, lease, publish, broadcast, timeshare, loan, disclose or otherwise make available Our Platform or any part of it to any third party. If You are using Our Platform to perform Candidate Assessments on behalf of Your clients or any third parties (for example, if you are a recruitment company), You are not permitted to provide Your clients with access to Our Platform unless we have agreed in Your Order Form to allow you to do that.
- Indemnification 3.5 If any third party claims Our Platform infringes their Intellectual Property Rights, We will defend You against such claim at our expense. We will indemnify You for any damages, fines and penalties finally awarded against You or agreed to be paid by You in a written settlement approved in writing by Us and resulting from Our infringement. To qualify for this indemnification, you must: (i) promptly notify Us in writing, (ii) grant Us sole control of the defence and settlement of that claim against You, (iii) obtain Our prior written consent for any settlement, (iv) provide Us with all reasonable information and assistance with respect to the claim, at Our expense, and (v) use all commercially

reasonable efforts to mitigate any loss, damage or costs related to the claim against You. We have no obligation to indemnify You for claims based on Your improper use of Our Platform, Your use of Our Platform in combination other non-supplied products, equipment, software, services or data, or any of Your Data.

Our Fees & Your Payment Obligations

<u>Fees.</u>	3.6	If You signed an Order Form, Your Fees for the Services are set out in each Order Form. We will issue you with invoices for the Fees for each Invoicing Period stated in the Order Form. If you upgrade any Services during the Term, Your Fees will be pro-rata applied from the date that you upgrade and for the remainder of the current subscription period. You shall immediately make payment to Us for any such further Fees. If You do not make timely payment, Your access to the Platform may be suspended until You do.
<u>Payment of Services Fees.</u>	3.7	You agree to pay Us the Fees for the Services as set out in each Order Form by on or before each Payment Term and without any set-off or deductions. Unless stated otherwise in the applicable Order Form, You will make all payments within 30 days of the date of Our invoice in the currency stated on the Order Form. Where no currency is stated, the Fee shall be paid in Great British pounds sterling.
<u>Sales Tax, Value Added Taxes, etc.</u>	3.8	All Fees are exclusive of any value added taxes or similar taxes levied by any taxing authority (including withholding taxes) on the Services provided by Us to the You. Any such taxes on the Services are payable by You in addition to the Fees, on receipt of a valid invoice from Us.
<u>Fee increases:</u>	3.9	We shall be entitled to increase Our Fees for the Services at the end of any Initial Period or Renewal Term, but if We do that, We will give You at least 60 days' prior notice.
<u>Overdue Payments:</u>	3.10	If You fail to make any payment due to Us under the Agreement by the due date for payment, We may (i) suspend delivery of the Services until such time as the outstanding Fees are paid and (ii) reimbursement by You of Our reasonable costs in Our enforcement of this clause.

Other ways this Agreement comes to an end

<u>Termination on Breach:</u>	4.1	Either party may terminate this Agreement (or any Order Form if the context requires) immediately by written notice if: (a) the other party commits material breach of the Agreement which is not capable of being remedied; (b) the other party fails to cure any remediable material breach within 30 days of being notified in writing of the breach; (c) the other party persistently breaches this agreement, (d) the other party is, or is reasonably suspected to be unable to pay its debts as and when they fall due.
<u>Post Termination Obligations:</u>	4.2	Following termination of this Agreement (or Order Form if the context requires): (a) You will immediately pay to Us all outstanding Fees, (b) except where stated otherwise in this Agreement, all rights and licences granted under the Agreement, shall cease; (c) on request, the parties shall return or destroy (and certify destruction of) all copies of any Intellectual Property of the other party disclosed to it. With respect to this clause 5.3(c), please note that unless You tell Us within 30 days of the date of termination (for whatever reason) We will destroy any personal data we hold on Your behalf which is capable of identifying any data subject without further notice.
<u>Survival:</u>	4.3	Any rights and obligations under the Agreement which by their nature should survive, will remain in effect after performance, termination, or expiration of the Agreement.

Our Promises – and Yours

<u>Our Promises.</u>	5.1	We warrant to You that: <ul style="list-style-type: none">(a.) <i>Performance Warranty.</i> During the Initial Term and any Subsequent Renewal Term our Platform will conform in all material respects with the Agreement and Supplemental Materials.(b.) <i>Viruses.</i> We will use commercially reasonable efforts, using applicable current industry practices, to ensure that the Our Platform contains no material computer virus, Trojan horse, worm or other similar malicious code.(c.) <i>Support Services and Consultancy Services.</i> We will provide the Support Services and Consultancy Services with reasonable skill and care and consistent with
----------------------	-----	---

applicable good industry standards.

(d.) *Infringement.* Our provision to You of the Services and Your use of them in accordance with this Agreement does not infringe any third-party Intellectual Property Rights.

(e.) *Compliance with Law.* The Services will comply with all laws applicable to Us in Our provision of Services.

<u>Performance Remedy.</u>	5.2	If We fail to comply with the warranties set out in clause 6.1 (a) or 6.1(c) , above, and You provide Us with written notice of Our non-compliance, then Your exclusive sole remedy is for Us to (at Our option) either repair, redo or replace the non-conforming elements of our Services. If We are unable to correct the non-compliance within 30 days of getting such written notice from You, You may terminate the affected Services, and We will refund to You a pro-rata amount of any Fees prepaid to Us and applicable to the unutilised portion of the terminated Services.
<u>Infringement Remedy:</u>	5.3	Other than Our indemnification obligations to You in clause 3.5, Your sole remedy for any failure by Us to comply with the warranty in clause 6.1(d) is to at Our expense, either: (i) secure Your right to continue using the relevant Services; (ii) modify the infringing Service elements in a functionally equivalent manner; or (iii) terminate the applicable Order Form a pro-rata refund of any prepaid Fees for the unused portion.
<u>Bugs</u>	5.4	While We make reasonable efforts to ensure Our Platform is free from bugs, errors or omissions. We do not make any warranty to You that Our Platform is free from all bugs, errors, or omissions.
<u>Warranties not included</u>	5.5	The terms of this Agreement replace all warranties, conditions, terms, representations, statements, undertakings, and obligations whether expressed or implied by statute, common law, custom, usage or otherwise, all of which are excluded to the fullest extent permitted by law. We do not guarantee that Our Platform is fit for a particular purpose other than as described in this Agreement.
<u>Sole benefit</u>	5.6	The warranties in clause 6.1 this Agreement are for Your sole benefit.
<u>Your promises</u>	5.7	You warrant and represent that you have the power and authority necessary to enter into this Agreement and perform the obligations within it and that Your use of the Platform and Service will comply with the terms of this Agreement and all applicable law. If You are accessing and using Our Services on behalf of a client, You will maintain the authorisation of Your client to access and use Our Services on its behalf in accordance with the terms of this Agreement and all applicable laws.

Confidential Information & Publicity

<u>Usage Limitations</u>	6.1	When one party receives Confidential Information (called the "Recipient"), they may use it only for the purposes for which it was provided under the Agreement. The Recipient can only share Confidential Information with their employees or contractors who are also bound by similar confidentiality restrictions, and only for the purposes for which it was provided under the Agreement.
<u>Exceptions</u>	6.2	The obligations mentioned clause 7.1 do not apply to information that (a) the Recipient obtained without breaching any confidentiality obligations; (b) becomes known to the public without the Recipient's involvement; (c) the Recipient independently develops without using Confidential Information of the other party; or (d) the Recipient is legally required to disclose due to a court or governmental order, subject to clause 7.3 below.
<u>Notification</u>	6.3	If either party receives any request or intends to disclose all or any Confidential Information pursuant to clause 7.2(d) above, that party agrees to consult the other before making such disclosures (unless prohibited by law). During this consultation, the disclosing party agrees to act reasonably and in good faith, considering any input or concerns raised by the other party regarding the proposed disclosure.
<u>Publicity</u>	6.4	We will always ask for Your written permission before we use Your name, logos or trademarks on our website and in Our sales materials for marketing and business development purposes, (such permission not to be unreasonably withheld or delayed). We welcome any PR or marketing activities by You and consent to the use of Our name, logos and trademarks by You for such purposes. Furthermore, We encourage You to reach out to it for any collaborations in this regard.

Data Protection

<u>Legal Compliance</u>	7.1	We both confirm that we will comply with our respective obligations under the Data Protection Legislation, and this section, along with our Data Processing Addendum is in addition to, and does not relieve, remove or replace any of those obligations.
<u>Consent</u>	7.2	By entering into this Agreement, and whenever you provide or cause personal data (such as User credentials or Candidate contact information) to be shared with us, You confirm that you have obtained all required consents from the data subjects in order for Us to process the personal data in accordance with this Agreement. You acknowledge that We rely on Your instructions on You for direction as to the extent to which We are entitled to use and process the personal data you provide Us pursuant to this Agreement. You also acknowledge that You control what data is uploaded onto the Services, who is given access to it (including Candidates) and therefore what personal data is processed by Us. Consequently, We will not be liable for any claim brought by a data subject arising from any act or omission by You in this regard.
<u>Our Obligations</u>	7.3	This Agreement includes the Data Processing Addendum which sets out the scope, nature and purpose of processing by Us of any personal data We will process on your behalf, the duration of the processing and the types of personal data. We will only process the personal in accordance with this Data Processing Addendum.

Limitation of Liability

<u>Limitation</u>	8.1	Except as stated otherwise in this Agreement: <ul style="list-style-type: none">(a.) All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.(b.) You are solely responsible for any use You make of Our Platform, including Candidate selection. You assume sole responsibility for results obtained from the use of Our Platform, and for any conclusions drawn from such use such as any decision You make to reject, shortlist, interview, recruit, employ or engage any Candidate, or any decision to use or not to use the Candidate Data as part of such process, or to deploy (or not deploy) any adjustments to any Live Campaigns or other elements of the Services We may recommend to you from time to time.(c.) We have no liability for any damage caused by any third-party software integrations (for example, Applicant Tracking Systems), errors or omissions in any information or instructions provided to Us by You, Your third-party vendors in connection with their use of Our Platform.(d.) We have no liability for the data inputted by a Candidate as part of a Candidate Assessment. You accept that results are dependent on the truthfulness, accuracy, completeness, reliability, integrity, or quality of the information given by Candidates and we give no warranty in respect of the same.
<u>Exceptions</u>	8.2	Nothing in this Agreement excludes the liability of either party to the other for: <ul style="list-style-type: none">(a.) death or personal injury caused by the other party's negligence.(b.) fraud or fraudulent misrepresentation.(c.) misuse of any Intellectual Property Rights.(d.) payment of any Fees properly due.(e.) any matter which cannot be excluded by law.
<u>Exclusion of certain claims</u>	8.3	With the exception of clause 9.2, neither party will be liable to the other whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation or otherwise for any (i) loss of profits; or (ii) loss of business; or (iii) depletion of goodwill and similar losses; or (iv) loss or corruption of any data or information; or (v) pure economic loss; or (vi) loss of use; (vii) any special, indirect or consequential loss, costs, damages or expenses.
<u>Cap</u>	8.4	Both parties' total aggregate liability to the other in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance of this Agreement shall be limited to the greater of the total Fees paid or due by You during the 12 months immediately preceding the date on

which the claim arose.

Miscellaneous Provisions

<u>Interpretation</u>	9.1	When we say 'including', 'for example' or anything similar, we mean including without limitation. Headings shall be ignored in interpreting this Agreement. Singular words also include the plural and vice versa. Any reference to a statute or statutory provision refers to the version in force at the time of this Agreement. References to a person includes individuals and corporate bodies. "Writing" or "written" includes faxes and e-signature software (like DocuSign) and email.
<u>Construction</u>	9.2	These Terms and Conditions apply to the Services. The parties may enter into one or more Order Forms. Each Order Form will become a part of this Agreement upon execution. If there is any inconsistency, between these Terms and Conditions and any Order Form, the Order form prevails. If there are any inconsistencies between two or more Order Forms, the most recent Order Form prevails.
<u>Entire Agreement</u>	9.3	Subject to clause 10.2, this Agreement contains all the terms agreed between the parties and supersedes all previous oral and written Agreements between the parties relating to its subject matter. Neither party has relied on any statement, representation or warranty (whether made negligently or innocently), except those set out in this Agreement.
<u>Amendments</u>	9.4	Except where stated otherwise in this Agreement, any amendment must be (i) in writing (excluding email), (ii) expressly state that it is amending this Agreement and (iii) be signed by the parties.
<u>Assignment</u>	9.5	Either party may transfer their rights and obligations under this Agreement to another party by providing written notice to the other party.
<u>Subcontracting</u>	9.6	Either party may subcontract its obligations under this Agreement, in whole or in part, without the prior written consent of the other, provided that the sub-contracting party remains liable for the subcontracted obligations and accept full responsibility for its subcontractors' actions or inactions
<u>Severability</u>	9.7	If any part of this Agreement is invalid, illegal, or unenforceable, the rest of the Agreement remains unaffected. The affected provision will be changed to achieve the original objectives of it within the limits of the applicable law or court decision.
<u>No Waiver</u>	9.8	Neither party will be considered as having waived any rights by not exercising (them immediately or delaying their exercise under this Agreement. Any waiver of any right or remedies must be given in writing to be effective.
<u>No Agency</u>	9.9	This Agreement does not create any agency, partnership, or joint venture between the parties.
<u>No Third-Party Beneficiaries</u>	9.10	This Agreement does not confer any benefits on any third party unless it expressly states that it does.
<u>Anti-Bribery</u>	9.11	Each of us will comply with all applicable laws regarding anti-bribery and anti-corruption.
<u>Export Control</u>	9.12	The Services are subject to the export control laws of various countries and the parties agree to comply with all laws in this regard. In particular, with respect to the use You make of our Services, you will not cause Us to be in violation of such export control laws.
<u>Force Majeure</u>	9.13	A party is not liable under the Agreement for non-performance caused by events or conditions beyond its reasonable control including, natural disasters, terrorist attacks, wars, riots and armed conflicts, collapse of buildings, fires, floods explosions storms or significant accidents, failure of a utility service, transport or telecommunications network (including internet), pandemics, malicious damage, compliance with any law or governmental order, breakdown of plant or machinery. The affected party must notify the other party of the date on which it started, its likely duration, and the effect of the force majeure event on its ability to perform any of its obligations under the Agreement and use all reasonable endeavours to mitigate the impact on the other party. If the event continues beyond 30 days, the non-affected party may terminate the Agreement.
<u>Counterparts</u>	9.14	The parties may execute this Agreement in counterparts, including facsimile, PDF, and other electronic copies, which taken together will constitute one instrument.
<u>Dispute Resolution</u>	9.15	If a dispute arises in connection with this Agreement, then a director of each of the parties will attempt in good faith to resolve the dispute. If the parties are unable to resolve the dispute within 30 days of it being escalated to them, the parties agree to

enter into mediation in good faith to settle such a dispute in accordance with the Centre for Effective Dispute Resolution Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by the Centre for Effective Dispute Resolution. Neither party may commence any court proceedings in relation to any dispute arising out of this Agreement until it has attempted to settle the dispute in accordance with the provisions of this clause, provided that the right to issue proceedings is not prejudiced by a delay.

<u>Notices</u>	9.16	All notices must be in English, sent to our email address at legal@arcticshores.com. Notices to You will be sent to the email or postal address in the Order Form. Notices will be sent by first class mail or recognised courier. Any notice provided under this clause shall be deemed to be received on the day after the day of despatch (excluding weekends and public holidays in England).
<u>Governing Law and Venue</u>	9.17	This Agreement is governed by English law and the parties submit to the exclusive jurisdiction of the English courts in relation to any dispute (contractual or non-contractual) concerning this Agreement. The exception to this is that either party may apply to any court for an injunction or other relief to protect its Intellectual Property Rights.

Definitions

Account	means Your registered account area on the Platform.
Acceptable Use Policy	means Our Acceptable Use Policy https://www.arcticshores.com/terms .
Administrative User	means any of Your employees or independent contractors or Group Company employees or independent contractors who You authorise to use the administrative features and functions of Our Platform to provide access to Users.
Agreement	means these Terms and Conditions, any Order Form, Policies and the Data Processing Addendum.
Assessment	means any task-based assessment which is made available to a Candidate through the Platform.
Assessment Data	is any data inputted into the Platform (such as by doing a task) by an individual Candidate
Assessment Result	means each Candidate score generated from the Assessment Data.
Assessment Template	means any off-the-shelf assessment framework developed by Arctic Shores from time to time which can be selected and used by You to determine what success criteria the relevant assessment will measure and how to weigh particular traits required for a specific role.
Branding	any corporate, business or trading name, logo, colour scheme or other material (including any associated trademarks) reflecting Your business identity provided or made available to Us for Our use pursuant to this Agreement.
Candidate	means any means any of Your employees or prospective employees or, where You are a recruitment related business, any employees or prospective employees of Your client for whom You are providing recruitment services who is invited by You to take access the Platform for the purposes of an undertaking an Assessment;
Candidate Data	means, in relation to a specific Candidate, the Assessment Data of such Candidate; and includes any such Candidate personal data.
Candidate Terms of Use	means the terms of use of the Platform which a Candidate must accept before they are able to use it, as amended from time to time by Arctic Shores and can be accessed at https://www.arcticshores.com/tcs/ (as We may update from time to time).
Company	means the company stated in your Order Form.
Confidential Information	means the terms of this Agreement and any information disclosed by (or on behalf of) one party (or a Group Company) to the other party in connection with this Agreement that is (a) marked as confidential or, (2) from its nature, content, or the circumstances in which it is disclosed, might reasonably be considered to be confidential.
Consultancy Services	are any Consultancy Services We may agree to provide you as further stated in Your Order Form.

Content	means any Our proprietary materials We make available to You for Your Use as part of our Services under this Agreement (whether in hardcopy, electronic form or in the Platform) including Assessment Template, Custom Assessment Template, Supplementary Materials. information, comments, contributions, data, text, photographs, software, scripts, graphics, and interactive features generated, provided, or otherwise made accessible by Arctic Shores on or through the Services and excludes any Candidate Data.
Custom Assessment Template	means any custom Assessment framework which You may develop using the tools provided by us in the Platform to allow You to define what success criteria the relevant assessment will measure and how to weigh particular traits required for a specific role.
Data Processing Addendum or DPA	means the Data Processing Addendum at attached to these Terms and Conditions..
Data Protection Legislation	means, all applicable legislation regarding privacy and the protection of “personal data” or “personally identifiable information” (as defined by such laws) including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018 and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426). The terms “ data controller ” “ data processor ”, personal data ”, “ process ” “ processing ” “ personal data breach ” and “ data subject ” shall have the same meanings as set out in the Data Protection Legislation.
Data Security Policy	means Our Information Security Policy at https://www.arcticshores.com/terms .
End User	means any individual who has been authorised by You to use any features and functionality of Our Platform or Services.
Fee	means the fees for the Services which are payable by You to Us at the applicable rates set out on the Order Form.
Group Company	an entity that directly controls, is controlled by, or is under common control with, a party to the Agreement.
IDTA	is version A.1.0 of the International Data Transfer Agreement issued by the Information Commissioner’s Office and laid before Parliament in accordance with section 119A of the Data Protection Act 2018 on 2 February 2022 (as may be revised from time to time).
Initial Term	is the time period stated as the ‘Initial Term’ in the relevant Order Form.
Intellectual Property Rights	means all trade secrets, patents and patent applications, trademarks (whether registered or unregistered and including any goodwill acquired in such trademarks), service marks, trade names, copyrights, moral rights, database rights, design rights, rights in know-how, rights in Confidential Information, rights in inventions (whether patentable or not) and all other intellectual property and proprietary rights (whether registered or unregistered), and all other equivalent or similar rights which may subsist anywhere in the world.
Invoicing Period	is the time period stated as the ‘Initial Term’ in the relevant Order Form.
Live Campaign	means any role You set up on the Platform which you are or may be hiring for and which is not marked as ‘closed’.
Notice Period	is the minimum amount of days’ prior notice that one party needs to provide the other if it does not want to renew the Agreement before the next Renewal Term and is the number of days stated on the Order Form as the ‘Notice Period’.
Order Form	means any (a) Order Form signed by Us and You describing the Services, Fees, duration and other matters agreed by the parties pursuant to these Terms and Conditions, or (b) electronic version of a Quotation that is subsequently converted into an Order Form in accordance with the process described in clause 1.3.
Payment Term	means the terms stated as the ‘Payment Terms’ in the relevant Order Form.
Platform	means the task-based assessment software and Content developed by Arctic Shores, which We make available to You.
Policies	is ourData Security Policy and any other policies we may advise from time to time in accordance with clause 1.4 of this Agreement.
Quotation	is a non-legally binding document of the same name which contains a price quote to You for the Services.

Recipient	has the meaning given to it in clause 7.1.
Renewal Term	means is the time period stated as the 'Renewal Term' in the relevant Order Form.
Services	means the applicable Subscription Service and Support Service for our Platform.
Start Date	is the date stated in the relevant Order Form.
Sub-processor	any third party engaged by Us to process Your Personal Data on Your behalf while providing the Services.
Sub-processor List	means the list of Sub-processors under the heading of the same name at: https://www.arcticshores.com/terms .
Subscription Fee	means is the Fee payable by You to Us in consideration for Your use of our Services as may be specified on an Order Form.
Subscription Services	mean either the Access Subscription, Pro Subscription or Enterprise Subscription as stated on your Order Form.
Supplemental Materials	means guidelines applicable to the use You may make of Our Platform and Services which has been made available to you online at https://knowledgebase.arcticshores.com includes any for example any usage instructions, FAQs and other help materials. Supplemental Materials are not required for use of the Services and may be accessed and used by You in Your sole discretion.
Support Services	is the Our support and maintenance services program described at https://www.arcticshores.com/terms .
Terms and Conditions	mean these terms and conditions of use.
User	means any Administrative User or End User.
You	means the entity identified in the Order Form in the "About You" section In this Agreement, We will also refer to You as " You " and " Your ".
Your Data	means any data that You or Your Users input into Our Platform for processing or provide to us as part of the Services, including any personal data forming part of such data and any branding.

Previous versions:

[Effective 20 November 2023](#)

[Effective 1 April 2023](#)

[Effective 1 July 2021](#)