



## Terms and Conditions

Any reference to "BigScreen", "BigScreencrm.com", "we", "us" or "our" in these Terms shall mean "BigScreen" which is a trading division of Bigscreen Collaboration Limited, a private limited liability company registered in England & Wales under company number 08653556 and whose registered office is at 7 River Terrace, Henley on Thames, RG9 1BG. Any reference to "you" or "your" shall mean any User, as defined below, of the services (the "Services") provided on, by or via the [www.BigScreen.com](http://www.BigScreen.com) website ("the Site"). In these terms and conditions:

- "Licensee" shall mean the person(s) who have registered with us on the Site to use our Services
- "Interviewer" shall mean the person(s) who sets up and/or organises and/or holds online interview(s) through the Site
- "Interviewee" shall mean all those persons who are invited by an Interviewer and/or participate in any online interview through the Site.
- "Reviewer" shall mean any person who is involved in watching and/or reviewing any online Interview
- "User" shall mean any Interviewer and/or Licensee and/or Interviewee and/or Reviewer and/or any other person who uses or participates in the use of "BigScreen"'s Services

By accessing the Site and/or using any of our Services, you agree to be legally bound by all these terms and conditions together with the terms of our Privacy Policy (collectively the "Terms"). If you do not agree to these Terms, then you should not use the Site. We reserve the right to amend these Terms at any time and, if we do, then any amendments will be posted on this page. If you use the Site after we post any such changes, you will be bound by them. Your use of any new features which we later add to the current Services shall also be subject to these Terms. PLEASE NOTE, these terms and conditions govern the use of "BigScreen"'s Services by any User. They do not govern the relationship as between any Users, for example Interviewers and Interviewees, and it is for the Users to agree between themselves the scope and extent to which one User can use any data or content supplied by another User.

1. You will need to register with us in order to use our Services. Following registration, you will be sent confirmation and will then be able to access your account ("Account"). If your Account privileges permit, you will be able to create a number of individual User accounts each of which shall also be governed by these Terms and you, as Licensee, shall be responsible at all times for the acts and omissions of those individual Users. Your password should be unique and kept personal to you and must not be shared with others. You agree to maintain and protect the confidentiality of your password(s) at all times and any failure by you to do so which results in any use of your Account, whether authorised or unauthorised, shall be your sole responsibility. Accordingly, "BigScreen" shall not incur or be under any liability for any loss or damage arising from your failure to comply with this obligation. If you believe the security of your Account has or may have been compromised, you shall inform "BigScreen" of this forthwith. "BigScreen" shall be entitled at any time to verify any Account by contacting the account owner by e-mail, phone or in person.
2. Our Services enable Interviewers and/or Licensees to conduct interviews online with Interviewees. "BigScreen"'s role is merely that of facilitator and it neither has any involvement in the invitation, preparation, structure, form or contents of any online interview nor the manner in which the Services are used by Users. Specifically, "BigScreen" does not check the content posted by any User.

Accordingly, it is agreed that "BigScreen" shall not incur or be under any liability to any User in relation to:

- any claim, statement, act or omission made by any Interviewer and/or Licensee and/or Interviewee in connection with the online interview or any issue or matter arising there from and/or the manner in which the Services are used by the Interviewer and/or Licensor and/or Interviewee and/or
- the quality or suitability of any Interviewer and/or Licensee and/or Interviewee
- any content posted on the Site by any Interviewer and/or Licensee and/or Interviewee or any third party. Accordingly, "BigScreen" expressly disclaims any and all liability for any loss, injury or damage, direct or indirect, that is or may be suffered by any person from the use of our Services. It is agreed that since "BigScreen"'s role is merely that of facilitator, such disclaimer is reasonable. "BigScreen" reserves the right at its sole discretion to amend, edit and delete any content posted by any User.

3. It is a strict condition of use of our Services that –

- If you are an interviewee, you must be of sufficient working age to apply for employment and, in addition, eligible to work in the country in which you seek employment.
- You must provide accurate and complete registration details when you create your Account
- If you are representing a company or other legal entity or person, you warrant that you are duly authorised to open an account on behalf of that company
- .
- You are not permitted to impersonate anyone else or use any registration details other than those granted to you.
- You undertake and warrant in favour of "BigScreen" that you have and will continue to have all necessary rights, licences, consents and permissions to use and display the content posted by you on, through or via the Site and for all other purposes relating to the provision of the Services.
- You are solely responsible for all content posted and for all activity that occurs under or in relation to your Account whether such content is posted by you or others who have accessed your Account, whether authorised or not.
- If you are an Interviewee, then you undertake and warrant that you shall not take copies of or republish or reproduce in any form whatsoever any of the questions asked of you by the Interviewer and/or Licensee in any online interview

4. It is also a strict condition that you shall not use the Services or allow, cause or permit the Site to be used –

- for any unauthorised, unlawful, immoral or illegal purpose
- to post content that is or may be libellous, defamatory, pornographic or obscene or which is or may be viewed or classified as offensive, threatening, abusive or objectionable
- to post content which violates the intellectual property rights or privacy rights of any person • in any way which shall or may cause damage to or adversely affect or impair the operation, quality,

integrity or functionality of the Site and/or the Services, whether by posting, uploading, distributing or transmitting, for example, viruses or in any manner whatsoever

- for any purpose other than the one for which the Site and the Services were created to provide namely your examination, vetting, interview and selection of candidates and/or your application for employment including the collection of data or information about the Interviewers and/or the Licensees and/or the Interviewees and/or the online interviews

5. You purchase our products and Services by buying units of credits in advance by way of a single payment or by way of recurring monthly payments. You can use our Services for individual or multiple recruitment campaigns. Regardless of the nature of your campaign our pricing structure is based on each individual video interview question being a single unit of credit. While we have taken reasonable steps to ensure that Interviewees can participate in and conduct online interviews effectively, "BigScreen" shall not be under any liability to you, the Interviewer and/or Licensee, to make or pay any refund or otherwise be liable to you in any way whatsoever in the event of any of the following:

- the non participation of any Interviewee in the online interview and/or
- the inability of the Interviewee to participate in or conduct the online interview to your satisfaction whether for technical or any other reasons and/or
- deficiencies or problems encountered by you in your use of our Services whether they relate to the speed, quality, reliability, usability of the Services and/or the video and audio content or otherwise howsoever arising.

We accept payment by online payment services and debit and credit cards. You represent and warrant that all information supplied by you when making payment is accurate and up to date. Further, it shall be your sole responsibility:

- to ensure that such information remains accurate and up to date e.g. the expiry of a debit/credit card and its replacement by a new card and
- to pay any and all charges that may be incurred by reason of your use of your debit or credit card
- and any taxes that may be or become payable from your purchase of our products and Services

Any failure or delay by you to make full and/or prompt payment to "BigScreen" or if "BigScreen" is unable to contact the person who placed any order or the cardholder whose debit or credit card was used when placing the order shall entitle "BigScreen" to delay the processing of the order and the opening of the Account and/or entitle "BigScreen", at its discretion, to cancel the order. In addition, "BigScreen" reserves to itself the right to refuse, at its discretion, any order for the purchase of its products or Services.

6. Any and all intellectual property rights of whatever nature in or relating to the Site and the Services are and shall at all times remain the sole property of "BigScreen". Subject thereto, we grant the User a non-exclusive, non-transferable, limited right to access and use the Site and those Services for which the User's Account has been approved. Any other use of the Site or any of its contents or features including, but not limited to, any copying, reproduction, extraction,



reutilisation, downloading of any content or any exploitation thereof in any way whatsoever without the prior written consent of "BigScreen" is strictly prohibited.

For the avoidance of doubt, you hereby grant "BigScreen" a royalty-free, non-exclusive, transferable, worldwide, perpetual licence to use, distribute and display all the content posted or uploaded by you on the Site, such licence being limited to the sole purpose of enabling "BigScreen" to provide the Services.

7. "BigScreen" shall store your data and content for 12 months and thereafter "BigScreen" shall have the right to remove and/or delete content and data from your Account. This period of time can be extended on special request. Consequently, you are responsible for making your own arrangements in relation to the backing up of your data and content. You can deactivate your Account by emailing a request to this effect to [info@BigScreen.com](mailto:info@BigScreen.com). Following the deactivation of your Account, "BigScreen" will retain your data and content in storage for no longer than 12 months following which "BigScreen" shall have the right to remove and/or delete content and data from your Account.
8. It is agreed by you that the following exclusions and limitations of liability are reasonable given, first, the inherent uncertainties and risks of providing web based services over the Internet and, second, that the Site and Services are offered to Interviewees free of charge and to Interviewers and Licensors at low cost:
  - 8.1. The Site and our Services are provided on an 'as is' basis and "BigScreen" does not make any representation or give any warranty to any User that his/her/its use of the Site and the Services shall be either free from interruptions, delays, problems, defects and viruses (or other damaging material) or that the Site and the Services will be of merchantable quality and/or fit for any purpose and/or secure and/or that it will produce any User's desired outcome. Accordingly, and insofar as is permitted by law, "BigScreen" disclaims and excludes any liability to any User in connection with his/her/its use of the Site and Services, howsoever arising.
  - 8.2. The sole and exclusive remedy for any User who is dissatisfied with the Site and/or the Services is to discontinue his/her/its use of the same. Since Interviewees use the Services free of charge then "BigScreen" shall not, under any circumstances, incur or be liable to any Interviewee whatsoever. In the event that "BigScreen" is held liable to any User then it is agreed that "BigScreen"'s liability shall not exceed the amount equal to one month's subscription paid by that User to "BigScreen". "BigScreen" shall not under any circumstances incur or be liable for any indirect or consequential losses including but not limited to loss of profits or goodwill that any User may incur from his/her/its use of the Site and the Services.
  - 8.3. Without prejudice to any other legal rights or remedies available to it, "BigScreen" may at its sole discretion forthwith terminate any User's Account if it suspects or is of the opinion that such user has breached the provisions of clause 3 or any other of these Terms.
  - 8.4. In addition, "BigScreen" reserves the right at any time to modify or discontinue, whether temporarily or permanently, any User's access to and use of the Services with or without notice. In this event, "BigScreen's" liability, if any, to you shall be limited to the refund of any unused credits which have been paid for by you, excluding any free credits.

- 8.5. "BigScreen" reserves the right, at its sole discretion to limit and/or refuse to provide any of its Services to any person or to any country or geographical area in the world.
- 8.6. You shall indemnify "BigScreen" against any and all losses, damages, claims, liabilities, fees, costs and expenses including legal costs that "BigScreen" may incur arising out of any action taken against "BigScreen" by any party in relation to any acts, statements or omissions made or done by you arising from or in connection with your use of the Services including but not limited to any online interview.
9. The Site may contain links to third party websites. The existence of these links does not operate as or constitute an endorsement by "BigScreen" of the content on such third party websites or a representation of the accuracy of such content. You access these linked third party websites at your own risk. "BigScreen" reserves the right to refuse any request to install a link to third party websites without the need to give its reasons and take appropriate action to remove any links to [www.BigScreencrm.com](http://www.BigScreencrm.com) on third party websites
10. In the event that one or more of these Terms or provisions are held to be invalid or unenforceable, then that shall not affect the validity or enforceability of the other Terms which shall remain in full force and effect.
11. These Terms will be governed by and construed in accordance with the law of England and Wales and you agree to submit to the exclusive jurisdiction of the courts of England and Wales.

## Privacy Policy

This is the Privacy Policy of "BigScreen" ("BigScreen") whose online business is conducted through [BigScreencrm.com](http://BigScreencrm.com) ("the Site"). "BigScreen" is a trading division of BigScreen Collaboration Limited, a limited liability Company registered in England & Wales under number 08653556 and its registered office is at 7 River Terrace, Henley on Thames, RG9 1BG, England.

If you have any queries regarding this privacy policy, then please send them to [info@BigScreen.com](mailto:info@BigScreen.com)

In this Policy, references to –

- "Licensee" shall mean the person(s) who have registered with us on the Site to use our Services
  - "Interviewer" shall mean the person(s) who sets up and/or organises and/or holds online interview(s) through the Site
  - "Interviewee" shall mean all those persons who are invited by an Interviewer and/or participate in any online interview through the Site
  - "Reviewer" shall mean any person who is involved in watching and/or reviewing any online interview
  - "User" shall mean any Interviewer and/or Licensee and/or Interviewee and/or Reviewer and/or any other person who uses or participates in the use of "BigScreen"'s Services
1. Maintaining your privacy is very important to "BigScreen" and we will at all times act in accordance with the terms of this Policy.

2. "BigScreen" collects processes and stores the following data on or via the Site. First, data is collected on visitor behaviour: this data is general in nature, being statistical and analytical information gathered from all visitors and browsers who enter the Site ("General Data"). General Data provides us with information such as the number of visitors to the Site, whether they are new or returning visitors, the length of their visit and the pages that they visit. This General Data enables us to monitor not only the amount of traffic to the Site but also visitor behaviour whilst on the site. Second, "BigScreen" also collects data which is personal to each User who has voluntarily chosen to provide such information ("Specific Data"): this Specific Data may have been provided to us by email or on registration or from within or via the Site by that specific visitor. We only use or process Specific Data for the purposes of providing our services and/or statistical analysis or, if necessary, to verify the identity of any person. Please note that a specific visitor may have given us permission to use this Specific Data for other purposes. You can access and view your Specific Data by logging into your account. In order to update your Specific Data, you will have to notify the Licensee of any changes.
3. Much of this data is collected by 'cookies': these enable a website to recognise visitors who have previously visited that site. It is highly likely that your web browser gives you the option to accept or deny the use of 'cookies'. Whilst that choice is entirely yours, denying the use of cookies may interfere with your use of our Site and its functionality. Visitors should note that "BigScreen" is unable to control the use of cookies or the information collected from them by third parties e.g. the company in the UK who store data for "BigScreen" on its servers.
4. Please note that the role of "BigScreen" in providing its services is that of facilitator between Licensees and/or Interviewers and/or Reviewers on the one hand and Interviewees on the other: the Site enables the former to interview the latter by posting a series of questions on the Site. If you are an Interviewee and you choose to answer these questions, your answers will be recorded by audio and video and will then be made available to the Interviewer and/or any Reviewer and, if the Interviewer is acting on behalf of a Licensee, the Licensee. "BigScreen"'s terms and conditions of use make it explicitly clear that they only govern the use of "BigScreen"'s Services by any User: those terms and conditions do not govern the relationship as between any Users, for example Interviewers and Interviewees. Consequently, it is for the Users to agree between themselves the scope and extent to which one User can use any data or content supplied by another User"
5. As a facilitator, "BigScreen" processes, but does not control, Specific Data contained in any interview: "BigScreen" merely facilitates the recording of Specific Data and transmits the same from the Interviewee to the Interviewer. Consequently, the controller of any Specific Data contained in an interview is the Interviewer and/or the Licensee. Therefore, Interviewees must contact the Interviewer and/or Licensee in question if they wish to lodge any complaint or raise any question or issue in respect of any interview. Since the content of all interviews is private as between the Interviewer and/or the Licensee and the Interviewee, "BigScreen" is unable to deal with any such complaint, question or issue and will decline any request to become involved in the same.
6. Specific Data including copies of all interviews are stored on the Site's hosting servers. Access to this Specific Data is protected and it will not be disclosed or transferred other than to:
  - an Interviewer and/or Licensee and
  - a third party if "BigScreen" is required to disclose or transfer the same by court order, legislation or



- other regulatory or compulsory requirement. Interviews will normally be stored for 12 months after which time they will be deleted.
7. Whilst "BigScreen" will take reasonable steps to protect any Specific Data or other information which you transmit to, from or via the Site, "BigScreen" is unable to give you any assurance or warranty in relation thereto since the security of data transmitted over the Internet is, by its nature, outside of our sole control and cannot be fully and completely guaranteed.
  8. If an Interviewer and/or Licensee so elects, "BigScreen" will use his/her/its email address for the purposes of marketing and promoting details of "BigScreen"'s products and services. In addition, both Interviewers and/or Licensees and Interviewees have the option to secure constructive feedback and guidance from a third party agency on any Interviewee who has failed in their application. If the Interviewee so elects, then "BigScreen" will provide that third party agency with the Interviewee's email address and also access to his/her online interview.
  9. Since "BigScreen" employs third parties in the provision of its products and services, most notably a company which hosts and transmits data including the online interviews, you consent to the transfer of data to such third parties. We have taken reasonable steps to ensure that all such data is stored, processed and transmitted in a secure manner.
  10. In the event of any sale, disposal or merger of the Company or the whole or substantially the whole of its business and assets to a third party then "BigScreen" shall be entitled to transfer all data and information, whether General Data, Specific Data or otherwise, including your Specific Data to such third party. In such an event, "BigScreen" agrees that it will request the third party to adopt and respect the terms of this Privacy Policy.

"BigScreen" reserves the right to change the terms of this Privacy Policy at any time.