

## **Terms and Conditions of Use**

'PlanetReference.com; 'we'; 'us'; and 'our'; means Planet Reference Ltd, Company Registration number: 09587766

'Recruiter'; 'You' and 'Your' means any person, individual, company, organisation or firm which uses PlanetReference.com

### **1. Acceptance of Terms and Conditions:**

**1.1** By accessing and using this service (PlanetReference.com), you accept and agree to be bound by the terms and provision of this agreement. In addition, when using these particular services, you shall be subject to any posted guidelines or rules applicable to such services. Any participation in this service will constitute acceptance of this agreement. If you do not agree to abide by the above, please do not use this service.

**1.2** 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.

**1.3** 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 PlanetReference.com computer systems or any third party computer system.

### **2. Online Privacy Policy:**

**2.1** PlanetReference.com believe that your privacy is important. This statement sets forth the policy that PlanetReference.com has created and describes the practices that we will follow with respect to the privacy of the information of users of this site. Should you have any questions about this policy or our practices, please send an email to: [help@planetreference.com](mailto:help@planetreference.com)

#### **2.2 What Personal Information We Collect:**

**2.2.1** PlanetReference.com collects your personal information online when you voluntarily provide it to us. If you choose to create a 'Company Profile', we ask you to provide all mandatory personal information required. We require all Company details including Company Name, Branch Details, Address, Contact Details and Industry Type. When creating an account, we require, for each user the name, email address, telephone number, National Insurance Number/ National Identification Number (a unique identifier is required) and your date of birth (used as a further identifier).

#### **2.3 How to Review and Change Your Personal Information:**

**2.3.1** When you create a Company Profile with PlanetReference.com you may review and change your personal information by logging in to the service using your email address and password. Your details can be viewed and edited under the section 'My Account, then by clicking 'Edit Profile'.

#### **2.4 How We Use Personal Information That We Collect Online:**

**2.4.1** We may use your personal information within PlanetReference.com: (1) to provide you with the services and products you request; (2) to answer questions about our services and use of our website; (3) to conduct customer surveys and internal data collation; (4) to filter advertisements on screen to your needs, and (5) to contact you about any additional products and services that we offer.

**2.4.2** We reserve the right to use your company logo when advertising via email or via our homepage. Your logo will be used to show others, that reputable organisations are using PlanetReference.com. If you object to this or if you find that your logo has already been used and wish for it to be removed, please email [help@planetreference.com](mailto:help@planetreference.com) and entitle your email 'Logo'.

#### **2.5 Disclosure of Personal Information to Third Parties:**

**2.5.1** We will not disclose any personal information to any third party (excluding our contractors to whom we may provide such information for the limited purpose of providing services to us and who are obligated to keep the information confidential), unless (1) you have authorised us to do so; (2) we are legally required to do so, for example, in response to a summons, court order or other legal process and/or, (3) it is necessary to protect our property rights related to this website. We also may share aggregate, non-personal information about website usage with unaffiliated third parties. This aggregate information does not contain any personal information about our users.

#### **2.6 Cookie Placement:**

**2.6.1** PlanetReference.com, like many other websites, may use a standard technology called "cookies" to collect information about how our site is used. Cookies were designed to help a website operator determine that a particular user had visited the site previously and thus save and remember any preferences that may have been set. We may use cookies to keep track of information about your current web browsing session which will be discarded as soon as you log out or close your web browser. This information also allows us to statistically monitor how many people are using our site and for what purpose. We may also make use of "persistent or memory based" cookies, which remain on your computer's hard drive until you delete them. Although you have the ability to modify your browser to either accept all cookies, notify you when a cookie is sent, or reject all cookies, it may not be possible to utilize our services if you reject cookies.

## **2.7 Company Profile Verification System:**

**2.7.1** PlanetReference.com will use the information you have provided, when registering, to undertake a verification process. This process is used to verify the validity of each company that creates a profile on the site. PlanetReference.com seeks to reduce the risk of fraudulent employment references by using this system, however PlanetReference.com cannot be held responsible for falsified accounts which may be missed, or unidentifiable by ourselves.

## **2.8 How We Protect Information Online:**

**2.8.1** We exercise great care to protect your personal information. This includes, among other things, using industry standard techniques such as firewalls, encryption, and intrusion detection. As a result, whilst we strive to protect your personal information, we cannot ensure or warrant the security of any information you transmit to us or receive from us. This is especially true for information you transmit to us via email since we have no way of protecting that information until it reaches us, since email does not have the security features that are built into our websites.

**2.8.2** In addition, we limit PlanetReference.com employees and contractors' access to personal information. Only those employees and contractors with a business reason to know, have access to this information. We educate our employees about the importance of maintaining confidentiality of customer information.

**2.8.3** PlanetReference.com review our security arrangements regularly to ensure that strict guidelines are adhered to.

## **2.9 How you can help to protect your information:**

**2.9.1** If you are using the PlanetReference.com website for which you registered and choose a password, we recommend that you do not divulge your password to anyone. We will never ask you for your password in any unsolicited phone call or in any unsolicited email.

**2.9.2** If you choose to keep yourself signed in to [www.planetreference.com](http://www.planetreference.com) throughout the day, please ensure your computer is password protected and that your screen is not left open if you are away from your workspace. This is to ensure that others cannot access the personal information and correspondence contained within the profile.

**2.9.3** It is important to keep staff details up to date. If an employee leaves, please ensure that their profile is deleted to ensure that they are unable to access the personal data stored within the profile. PlanetReference.com cannot be held liable for any account that is deleted with malicious or abusive intent.

**2.9.4** Where an account only has one user and said user chooses to delete the whole account, please be aware that all information, documentation and references stored will be deleted and are unable to be retrieved. PlanetReference.com cannot be held liable should an account be deleted because of malicious or abusive intent. If you wish to delete your account, and/or the company profile, please ensure that you have the full, and correct authority within your organisation to carry out this action.

## **2.10 Links to Other Sites:**

**2.10.1** We want to provide site visitors valuable information, services and products. Featured programs and other site content within the PlanetReference.com site may link our users to third party sites. PlanetReference.com does not control and is not responsible for practices of any third-party websites.

**Note:** From time to time, we may change this privacy statement. For example, as we update and improve our services, new features may require modifications to the privacy statement. Therefore, please check back periodically.

### **3. Information Accuracy:**

- 3.1 PlanetReference.com and its components are offered for informational purposes only; this site shall not be held responsible or liable for the accuracy, usefulness or availability of any information transmitted or made available via the site, and shall not be responsible or liable for any error or omissions in that information.
- 3.2 It is important that you ensure that all company information that you provide is accurate and true. PlanetReference.com cannot be held responsible for false or incorrect information provided in references or on your profile.
- 3.3 It is important that you ensure that all personal information that you provide is accurate and true. PlanetReference.com cannot be held responsible for false or incorrect information provided in references or on your profile.
- 3.4 It is vital that you ensure that all references provided and created are factual, accurate and written in good faith. Planet Reference cannot be held responsible for false or incorrect information provided on references. The responsibility for the information provided on each reference lies solely with the individual and company providing it.
- 3.5 In order to verify each account that signs up to use the services, PlanetReference.com uses a unique verification system. We cannot be held responsible for any falsified accounts that are unable to be 100% verified. We will however do our utmost to ensure that false accounts are declined or deleted as soon as they are discovered.

### **4. Intellectual Property:**

- 4.1 The Site and its original content, features, and functionality are the sole property of the Directors of Planet Reference Ltd and are protected by international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. This site and its features are totally unique, and must not be duplicated on or by any other website, or company.

### **5. Termination of Account:**

- 5.1 We reserve the right to terminate your access to the site, without cause or notice, which may result in the forfeiture and destruction of all information associated with your account. All provisions of this Agreement that, by their nature, should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.
- 5.2 You [the Organisation and Branch of which the profile belongs to] are permitted to terminate your account at any time, for any reason. If the account is subject to Planet Reference Plus subscription charges, monthly payments will continue until the outstanding balance is paid.

### **6. Notification of Changes:**

- 6.1 The company reserves the right to change these conditions from time to time as it sees fit and your continued use of the site will signify your acceptance of any adjustment to these terms. If there are any changes to our privacy policy, we will announce that these changes have been made on our home page and on other key pages on our site. If there are any changes in how we use our site or changes in how we use our customers personally identifiable Information, notification by email will be made to those affected by the change. Any changes to our privacy policy will be posted on our site 30 days prior to these changes taking place. You are therefore advised to re-read this statement on a regular basis.
- 6.2 PlanetReference.com and all of its features may change and be upgraded on a regular basis. Customers will be notified of all upgrades and additional features as, and when they occur via the websites homepage and via email to each of PlanetReference.com's users/administrators.

### **7 Applications Declined:**

- 7.1 Applications for a Company Profile may be declined if Planet Reference does not feel that it can fully verify the profile details provided. Safety remains the highest priority for Planet Reference and if it feels that a profile may have been created for dishonest purposes or it does not match the strict criteria, it will be declined.
- 7.2 Profiles that have been declined may be reconsidered. Email: [help@planetreference.com](mailto:help@planetreference.com) stating that you wish to be reconsidered. Planet Reference may ask for supporting documents in order to provide evidence that your business is genuine.

### **8 Planet Reference Plus Subscription:**

- 8.1 Planet Reference Plus is a subscription-based upgrade service available to all users. Each contract is set for a minimum of 12 months and the agreed subscription fees will be taken on the same date for each calendar month. All prices are shown in

pounds sterling. Once purchased, the Plus account is non-reversible for a period of 12 months. Following the last monthly payment, you will be asked if you wish to continue the upgrade or at this point you can choose to downgrade to a standard, free account.

- 8.3** Subscriptions are non-refundable, however if there is an issue with payment please email the helpdesk at [help@planetreference.com](mailto:help@planetreference.com) or submit a help ticket online. During the term of the annual contract, a downgrade option is unavailable.
- 8.4** Additional features available may be added to, updated or amended by PlanetReference.com at any time.
- 8.5** Planet Reference Plus users are able to upload documents to send with a reference request. All documents must be safe to use and virus-free. PlanetReference.com takes safety very seriously and we want our users, and their data to remain safe. Any documents uploaded are the sole responsibility of the individual and the organisation that the profile belongs to. 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 PlanetReference.com computer systems or any third party computer system.
- 8.6** We cannot guarantee that when requesting a reference using a custom template, that you will receive your chosen template back. All referees have the right to choose what type of reference to submit and they have the right to choose which questions to answer and which to omit. PlanetReference.com cannot be held responsible for any references and their content.
- 8.7** If one payment is missed then the monthly installment must be settled immediately by 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 further monthly payments will be granted and the outstanding amount for the remainder of the fixed term will become due immediately, we reserve the right to pursue payment in a court of law.
- 8.8** Each new company profile receives an automatic 14-day free trial of Planet Reference Plus. This allows users unlimited access during that period, to experience the additional features in person and therefore a 'cooling off period' following purchase of Planet Reference Plus is non-applicable.

## **9 Complaints Procedure**

- 9.1** Customer concerns and complaints are very important to us. We do our utmost to provide a professional, helpful and secure service. Should you have a complaint or concern please do not hesitate to contact the help team at [help@planetreference.com](mailto:help@planetreference.com) or submit a help ticket online. We will aim to respond to all complaints and concerns within 72 hours.

## **10 General Use of Services:**

- 10.1** To use [www.planetreference.com](http://www.planetreference.com) you must be over 16 years old.
- 10.2** It is the responsibility of the organisation that is requesting a reference to gain express permission from their candidate beforehand. A candidate has a right to know how many years their references need to cover and transparency during the referencing process is fair and standard practice. The responsibility for this permission does not lie with the referee providing the reference. Planet Reference Ltd cannot be held responsible for any reference that is requested and returned without the permission and knowledge of the individual for whom the reference is about.
- 10.3** You agree to deal fairly and professionally when requesting, supplying or sending references via PlanetReference.com. and refrain from any activities which may bring our service into disrepute. You will indemnify PlanetReference.com from and against any claim brought by an individual or company against us, arising from your breach of this obligation or any other of these terms and conditions. References containing malicious, abusive, threatening or libelous comments are the responsibility of the individual who has written them and the company in the which they work for, and Planet Reference Ltd cannot be held liable.

## **11 Miscellaneous:**

- 11.1** This Contract shall be governed by the laws of England and any dispute will be resolved exclusively in the courts of England.
- 11.2** If any portion of these Terms is held by any competent authority to be invalid or unenforceable in whole or in part, the validity or enforceability of the other sections of these Terms shall not be affected.
- 11.3** These Terms do not create or confer any rights or benefits enforceable by any person that is not a party (within the meaning of

the U.K. Contracts (Rights of Third Parties) Act 1999).

- 11.4** No delay or failure by the Company to exercise any powers, rights or remedies under these Terms will operate as a waiver of them nor will any single or partial exercise of any such powers, rights or remedies preclude any other or further exercise of them. Any waiver to be effective must be in writing and signed by an authorised representative of the Company.
- 11.5** 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 PlanetReference.com, its directors and employees 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. Additionally, we reserve the right to change the design and specifications of the site at any time.
- 11.6** Should there be any details contained within our Terms and Conditions that you do not understand and require clarification on, please do not hesitate to contact the Help Team at [help@planetreference.com](mailto:help@planetreference.com)