



TERMS AND CONDITIONS - ZYNC ON TAP SUBSCRIPTION

These Terms and Conditions ("Agreement") govern the use of the Zync on Tap subscription service ("Service") provided by Zync ("Provider") to the client ("Client"). By subscribing to and using the Service, the Client agrees to be bound by the terms and conditions outlined below.

Acknowledgement

By subscribing to and using the Zync on Tap Service provided by the Provider, the Client acknowledges that they have read, understood, and agreed to be bound by these Terms and Conditions.

The Client acknowledges and agrees that the terms outlined in these Terms and Conditions, including but not limited to the subscription fees, candidate hiring, limitations of liability, dispute resolution, intellectual property, severability, waiver, and changes to the Terms and Conditions, form a legally binding agreement between the Client and Provider.

The Client represents and warrants that they have the legal authority to enter into this Agreement on behalf of their organization, and that all information provided to the Provider is accurate, complete, and in compliance with applicable laws and regulations.

The Client acknowledges that any failure to comply with the obligations and responsibilities outlined in these Terms and Conditions may result in termination of the Agreement.

By subscribing to the Zync on Tap Service, the Client affirms their understanding and acceptance of the terms and conditions set forth in this Agreement.

1. Scope of Services

Upon purchasing their Zync on Tap plan, the Client will be contacted by a member of the Provider's team to schedule a meeting on an agreed date and time. During this meeting, the Client's requirements and the Provider's services will be discussed in detail, and Service Level Agreements (SLAs) will be established.

The Client is entitled to all the features and entitlements listed in clause 1.1. However, the Client may choose to exclude or not utilize specific features, but no discount or refund will be provided for omitted features.

Additional features or services beyond those outlined in clause 3.1 may be added at a mutually agreed rate between the Provider and the Client.

1.1 The Zync on Tap Service provided by the Provider encompasses the following features and entitlements:

1.1.1 Candidate Sourcing and Screening: The Provider will actively source and screen candidates based on the Client's requirements, utilizing various channels and recruitment methods.

1.1.2 Management of the Interview Process: The Provider will coordinate and manage the interview process, including scheduling interviews, conducting candidate assessments, and facilitating communication between the Client and candidates.



1.1.3 Offer Negotiation: The Provider will assist the Client in negotiating job offers with selected candidates, striving to reach mutually acceptable terms.

1.1.4 Job Description, Advert, and Digital Marketing Campaign: For each vacancy, the Provider will provide one professionally crafted job description, develop an effective job advert, and execute a digital marketing campaign to enhance visibility and attract potential candidates.

1.1.5 Unlimited Progress/Activity Reports: The Provider will provide the Client with regular progress and activity reports, outlining the status of ongoing recruitment efforts, candidate updates, and relevant metrics.

1.1.6 Monthly Elevate Report: For each vacancy, the Provider will deliver a comprehensive monthly Elevate report, providing insights, analysis, and recommendations for optimizing the recruitment process and attracting top talent.

1.1.7 Process Review: The Client is entitled to one process review during the duration of the contract, allowing for an evaluation and adjustment of the recruitment process to improve effectiveness and efficiency.

1.1.8 Training Documents for the Client's Internal Team: The Provider will supply training documents and resources to assist the Client's internal team in optimizing their hiring procedures and practices.

1.1.9 Training Course: The Client will have access to one training course during the duration of the contract, providing valuable insights and skills related to recruitment.

1.2 The Client acknowledges that while the Provider will make every reasonable effort to source and present suitable candidates, the Provider does not guarantee the placement of any specific candidate. The recruitment process involves various factors beyond the Provider's control, including candidate availability, market conditions, and the ultimate decision-making authority of the Client. The Provider's role is to facilitate the recruitment process and present qualified candidates based on the provided requirements. The final decision to hire a candidate rests solely with the Client.

1.3 The Client understands that the Provider cannot be held liable for any consequences or dissatisfaction arising from the hiring decisions made by the Client. The Provider shall act diligently and professionally in carrying out their responsibilities, but the Client acknowledges that the success of the recruitment process ultimately depends on various external factors and the Client's assessment and selection process.

2. The Clients Obligations

2.1 The Client agrees to fulfill the following obligations in relation to the Zync on Tap Service:

2.1.1 Cooperation: The Client shall cooperate fully with the Provider on all matters relating to the provision of the services, including providing timely and accurate information, responding to requests for feedback, and participating in scheduled meetings and discussions.

2.1.2 Subscription Fee: The Client shall pay the subscription fee as agreed upon in a timely manner, according to the selected payment schedule and terms outlined in this Agreement.

2.1.3 Contact Details: The Client shall provide correct and up-to-date contact details, including names, email addresses, and phone numbers, necessary for the Provider to effectively communicate and provide the services.



2.1.4 Attendance at Meetings: The Client shall attend the initial meeting and any prelaunch meetings scheduled by the Provider to discuss the Client's requirements, understand the Provider's services in detail, and establish effective working relationships.

2.1.5 Provision of Information: The Client shall provide all relevant information and documents requested by the Provider within an agreed timeframe, and at their own expense, to facilitate the recruitment process. This includes job descriptions, candidate specifications, and any other information deemed necessary by the Provider.

2.1.6 Accuracy of Information: The Client shall ensure that all information provided to the Provider is up to date, accurate, and does not infringe upon the rights of any third party. The Client acknowledges that the Provider relies on the accuracy and completeness of the information provided to perform their services effectively.

2.1.7 Feedback on CVs and Interviews: The Client shall provide timely feedback on all CVs presented by the Provider and interview outcomes within 48 hours on business days or another mutually agreed timescale. This feedback is crucial for the Provider to make informed decisions and proceed with the recruitment process.

2.1.8 Insurance: The Client shall ensure that they have all necessary insurances in place, including but not limited to professional liability insurance, to cover any liabilities arising from the recruitment process and the subsequent employment of candidates.

2.2 The Client acknowledges that any failure to fulfill the obligations outlined in this clause may impact the effectiveness and efficiency of the services provided by the Provider.

By subscribing to the Zync on Tap Service, the Client agrees to comply with the obligations specified in this clause and understands that their cooperation, timely provision of information, payment of fees, and other obligations are essential for the successful execution of the recruitment process.

3. Non-Compliance and Entitlement

3.1 In the event that the Client fails to fulfill their obligations as outlined in Clause 2 (Client's Obligations), resulting in delays or preventing the Provider from commencing or providing the services, the Client shall not be entitled to any discount or refund for the period of delay or inability to commence the services.

3.2 The Provider shall make reasonable efforts to mitigate the impact of the Client's non-compliance and work towards resolving any issues that arise due to the Client's failure to fulfill their obligations.

3.3 The Provider reserves the right to suspend or terminate the services if the Client's non-compliance persists and significantly hampers the progress of the recruitment process or affects the Provider's ability to deliver the services effectively.

3.4 In the event of suspension or termination due to the Client's non-compliance with their obligations, the Client shall remain responsible for any outstanding fees owed up until the effective date of suspension or termination.

3.5 The Client acknowledges and agrees that any failure to comply with their obligations may result in adverse consequences, including but not limited to delayed recruitment, missed opportunities, or incomplete services, for which the Provider shall not be held liable.



4. Service Description

4.1 The Service is a subscription-based offering where the Provider acts as an internal hiring team for the Client, working diligently to fill all relevant vacancies within the agreed timeframe.

4.2 The Service offers monthly, quarterly, and annual subscription options, allowing the Client flexibility in choosing the preferred duration of the engagement.

4.3 The Client must cooperate fully with the Provider, providing all necessary information, including job descriptions, requirements, and any other relevant details, to initiate the recruitment process.

4.4 The Provider commits to utilizing its expertise, resources, and networks to identify suitable candidates for the Client's vacancies.

4.5 The Client agrees to provide timely feedback on submitted resumes and interview results within 48 hours of receiving the information from the Provider.

4.6 The Client acknowledges and understands that the Provider is not offering an exclusive partnership and may work with other clients simultaneously.

4.7 Unless otherwise agreed upon in writing, all work under the Zync on Tap Service will be completed remotely. The Provider will utilize remote communication and collaboration tools to carry out the agreed-upon services.

4.8 In the event that the Client requires on-site work or physical presence of the Provider's team, such arrangements must be explicitly agreed upon between the parties and will be subject to additional costs. Any expenses related to travel, accommodation, or other on-site requirements will be borne by the Client and agreed upon in advance.

5. Subscription Fee and Fee Changes

5.1 The Client agrees to pay the subscription fee as outlined in the chosen subscription option (monthly, quarterly, or annual). The fee is due in advance at the beginning of each billing period.

5.2 In the event of late payment, the Provider reserves the right to suspend or terminate the Service until payment is received.

5.3 The Provider reserves the right to revise the subscription fees upon providing the Client with at least thirty (30) days' prior written notice. Such notice may be delivered via email or through the Client's account portal.

5.4 If the Provider notifies the Client of a fee increase, the Client shall have the option to either continue the Service at the revised fee or terminate the Agreement, effective at the end of the current billing period. Failure to provide written notice of termination within thirty (30) days of receiving the fee change notice shall be deemed as acceptance of the revised fees.

5.5 In the event of termination due to a fee increase, the Client shall remain responsible for any outstanding fees owed up until the effective date of termination.

5.6 Fee changes will not be retroactive and will only apply to future billing periods following the notice period specified in clause 5.2.

5.7 The Provider shall have the right to adjust the subscription fees for subsequent billing periods upon written notice to the Client in accordance with this clause.



6. Staff Exclusivity and Hiring Fees

6.1 During the term of the Agreement and for a period of twelve (12) months after the termination of the Agreement, the Client shall not directly or indirectly approach, solicit, or hire any employees or contractors of the Provider involved in the recruitment process without prior written consent.

6.2 If the Client breaches the exclusivity clause outlined in Section 6.1, the Client agrees to pay a hiring fee of €50,000 or 35% of the employees annual remuneration, whichever is greater.

7. Placement Limits

7.1 For monthly and quarterly subscription options, the maximum number of placements is limited to two (2) per month.

7.2 For the annual subscription option, the maximum number of placements will be determined by mutual agreement between the Provider and the Client.

7.3 If additional placements are required beyond the maximum limit, the Client agrees to pay a discounted placement fee equal to 15% of the candidate's annual remuneration, 30 day net payment terms from date of invoice which is determined by acceptance of a job offer by the candidate.

8. Confidentiality

8.1 Both the Provider and the Client agree to maintain the confidentiality of any proprietary or sensitive information exchanged during the course of the recruitment process.

8.2 The Provider agrees to handle all candidate and client information in accordance with applicable data protection and privacy laws.

9. Termination

9.1 Either party may terminate this Agreement with a written notice of termination to the other party. Termination shall be effective at the end of the current billing period.

9.2 The Client remains responsible for any outstanding fees owed up until the effective date of termination.

10. Limitation of Liability

10.1 The Provider shall not be liable for any indirect, incidental, consequential, or punitive damages arising out of the use or inability to use the Service.

10.2 The Provider's liability for any direct damages shall be limited to the total subscription fees paid by the Client in the three (3) months preceding the event giving rise to the claim.

11. Governing Law and Jurisdiction



11.1 This Agreement shall be governed by and construed in accordance with the laws of England and Wales or other mutually agreed venue.

11.2 Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales or other mutually agreed venue.

12. Refunds

12.1 The subscription fees for the Zync on Tap Service are non-refundable unless otherwise mandated by applicable law.

12.2 In the event that the Provider is legally obligated to provide a refund under UK law, the following conditions shall apply:

12.2.1 The Client must submit a written request for a refund to the Provider within a reasonable timeframe, specifying the grounds for the refund claim.

12.2.2 The Provider will review the refund request and assess its validity based on the provisions of UK law.

12.2.3 If the refund request is determined to be valid according to UK law or other mutually agreed venue, the Provider will reimburse the Client with the applicable refund amount within a reasonable timeframe.

12.3 The Provider shall not be liable for any costs, damages, or losses incurred by the Client as a result of the termination of this Agreement or the non-refundable nature of the subscription fees, except to the extent required by UK law.

12.4 Any refunds provided by the Provider shall be limited to the amount of subscription fees paid by the Client for the unused portion of the Service as of the effective date of termination or refund request.

12.5 The Client acknowledges that any third-party costs or charges associated with the payment or processing of the subscription fees are non-refundable and shall not be covered by the Provider.

12.6 Except as expressly stated in this clause, the Client agrees that the subscription fees are non-refundable, and the Provider shall have no obligation to provide any refunds, whether in whole or in part, except as required by UK law.

13. Candidate Hiring and Liability

13.1 The Client acknowledges and agrees that the decision to hire a candidate sourced through the Zync on Tap Service is solely at the Client's discretion.

13.2 The Provider shall not be held liable for any consequences, damages, losses, or claims arising from the Client's decision to hire or not to hire a candidate, including but not limited to:

13.2.1 The candidate's job performance, conduct, or suitability for the position.

13.2.2 Any misrepresentation, false information, or inaccuracies provided by the candidate during the recruitment process.



13.2.3 Any act, omission, or misconduct of the candidate during their employment or engagement with the Client.

13.2.4 Any legal, financial, or reputational risks associated with the candidate's employment, including but not limited to non-disclosure of confidential information, violation of intellectual property rights, or breaches of contractual obligations.

13.3 The Client assumes full responsibility for conducting due diligence, verifying qualifications, checking references, and performing background checks on candidates before making any hiring decisions.

13.4 The Provider shall not be responsible for any costs, expenses, or damages incurred by the Client in relation to the hiring or termination of a candidate, including but not limited to recruitment fees, relocation costs, severance payments, or legal expenses.

13.5 The Client agrees to indemnify and hold the Provider harmless against any claims, demands, actions, or liabilities arising from the Client's hiring decisions, including any claims made by candidates, employees, or third parties.

13.6 The Provider does not guarantee the performance, qualifications, or suitability of any candidate, and the Client acknowledges that the Provider's role is limited to sourcing and introducing potential candidates.

14. Limitation of Liability

14.1 To the maximum extent permitted by applicable law, the Provider and its affiliates, officers, directors, employees, agents, and contractors shall not be liable for any indirect, incidental, consequential, special, or punitive damages, including but not limited to loss of profits, revenue, data, or business opportunities, arising out of or in connection with the Zync on Tap Service or this Agreement.

14.2 The total liability of the Provider, whether in contract, tort (including negligence), or otherwise, shall be limited to the amount of subscription fees paid by the Client for the Zync on Tap Service in the three (3) months preceding the event giving rise to the claim.

14.3 The limitations of liability set forth in this clause shall apply even if the Provider has been advised of the possibility of such damages and regardless of whether any remedy fails of its essential purpose.

15. Dispute Resolution

15.1 Any dispute, controversy, or claim arising out of or relating to this Agreement, including its interpretation, performance, breach, termination, or validity, shall be resolved through amicable negotiations between the parties.

15.2 If the parties are unable to resolve the dispute through negotiations within a reasonable period, either party may initiate formal proceedings.

15.3 Any disputes arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales or other mutually agreed venue, to the extent permitted by applicable law.

15.4 The parties agree to waive any right to a jury trial in connection with any legal proceedings arising out of or related to this Agreement.



15.5 Notwithstanding the above, the parties may, by mutual agreement, opt for alternative dispute resolution methods, such as mediation or arbitration, to resolve their disputes.

15.6 Each party shall bear its own costs and expenses incurred in connection with any dispute resolution proceedings, unless otherwise awarded by the relevant dispute resolution body or as otherwise agreed between the parties.

16. Intellectual Property

16.1 All intellectual property rights, including but not limited to copyrights, trademarks, trade secrets, patents, and any other proprietary rights, related to the Zync on Tap Service, its documentation, and any deliverables provided by the Provider, shall remain the exclusive property of the Provider or its licensors.

16.2 The Client acknowledges that it does not acquire any ownership rights or licenses to the Provider's intellectual property by subscribing to or using the Zync on Tap Service.

16.3 The Client shall not, without prior written consent from the Provider, reproduce, modify, distribute, create derivative works from, publicly display, or exploit any of the Provider's intellectual property.

16.4 Any feedback, suggestions, or ideas provided by the Client to the Provider regarding the Zync on Tap Service may be used by the Provider for the improvement or development of its products and services, without any obligation or liability to the Client.

17. Severability

17.1 If any provision of this Agreement is found to be invalid, illegal, or unenforceable under any applicable law, such provision shall be deemed to be severed from this Agreement, and the remaining provisions shall continue in full force and effect.

17.2 The parties shall negotiate in good faith to replace any invalid, illegal, or unenforceable provision with a valid provision that achieves, to the extent possible, the original intent of the Agreement.

18. Waiver

18.1 No failure or delay by either party in exercising any right, power, or privilege under this Agreement shall operate as a waiver thereof.

18.2 The waiver of any breach of this Agreement by either party shall not be construed as a waiver of any subsequent breach.

18.3 Any waiver must be in writing and signed by the waiving party to be effective.

19. Changes to the Terms and Conditions

19.1 The Provider reserves the right to modify or update these Terms and Conditions at any time.



19.2 The Client will be notified of any changes to the Terms and Conditions via email or through the Client's account portal.

19.3 By continuing to use the Zync on Tap Service after the effective date of the updated Terms and Conditions, the Client agrees to be bound by the revised terms.

19.4 If the Client does not agree with the revised Terms and Conditions, the Client may terminate the Agreement in accordance with the termination clause specified in this Agreement.

20. Availability, Errors, and Inaccuracies

20.1 Availability: The Provider strives to ensure the uninterrupted availability of the Zync on Tap Service. However, the Client acknowledges and agrees that the service may be subject to temporary interruptions, scheduled maintenance, or circumstances beyond the Provider's control. The Provider shall make reasonable efforts to minimize any disruptions and restore the service promptly.

20.2 Errors and Inaccuracies: The Provider endeavours to provide accurate and up-to-date information, including candidate profiles, job descriptions, and progress reports. However, the Client acknowledges that errors, inaccuracies, or omissions may occur. The Provider does not warrant the completeness, accuracy, or reliability of the information provided. The Client is responsible for verifying the accuracy of all information and notifying the Provider of any discrepancies or errors promptly.

20.3 Technical Issues: The Client acknowledges that the Zync on Tap Service may be subject to technical issues, such as software or hardware failures, network disruptions, or other unforeseen technical difficulties. The Provider shall make reasonable efforts to address and resolve such issues promptly but shall not be held liable for any resulting damages or losses.

20.4 Reliance on Information: The Client acknowledges that any reliance on the information, materials, or data provided by the Provider is at their own risk. The Provider shall not be responsible for any loss, damage, or inconvenience arising from the Client's reliance on such information.

20.5 Updates and Modifications: The Provider reserves the right to update, modify, or discontinue any aspect of the Zync on Tap Service, including features, functionalities, or pricing, at their sole discretion and without prior notice. The Provider shall make reasonable efforts to inform the Client of any material changes that may significantly impact the provision of the service.

20.6 Third-Party Services: The Zync on Tap Service may integrate or rely on third-party services, platforms, or tools. The Provider shall not be responsible for any errors, failures, or disruptions arising from the performance or availability of such third-party services. The Client's use of third-party services is subject to the terms and conditions of those services.

21. Feedback Usage

21.1 The Client acknowledges and agrees that any feedback provided by the Client regarding the Zync on Tap Service, including but not limited to candidate CVs, interviews, and overall experience, may be used by the Provider for marketing and promotional purposes.



21.2 The Provider may, at their discretion, use excerpts or testimonials from the Client's feedback in various marketing materials, including but not limited to websites, social media platforms, case studies, and client success stories.

21.3 The Client grants the Provider a non-exclusive, royalty-free, worldwide license to use, reproduce, modify, adapt, publish, and display the feedback, in whole or in part, for marketing and promotional purposes related to the Zync on Tap Service.

21.4 The Provider shall exercise reasonable efforts to ensure that any feedback used for marketing purposes is presented accurately and in context. However, the Provider shall not be held responsible for any misinterpretation or misrepresentation of the feedback by third parties.

21.5 If the Client wishes to revoke or restrict the use of their feedback for marketing purposes, they must notify the Provider in writing. However, the Provider shall not be obligated to remove or cease using the feedback in materials that have already been published or distributed.

22. Entire Agreement

22.1 This Agreement constitutes the entire understanding between the Provider and the Client and supersedes all prior agreements, whether written or oral, relating to the subject matter herein.

By subscribing to the Zync on Tap Service, the Client acknowledges and agrees to the terms and conditions outlined in this Agreement.

Please refer to our Privacy Policy for information on how we handle and protect your personal data. You can find our full Privacy Policy here: <https://www.zyncgroup.io/privacy-policy>

The Provider holds no responsibility for the content or privacy practices of any external websites or links provided, and the Client is responsible for reviewing the privacy policies of these websites.

If you have any questions regarding these Terms and Conditions please contact operations@zyncgroup.io