

Terms & Conditions (Genius)

1. General

1. This Applicant Tracker Website and Website and/or Portal terms of use (the "Terms") tell you (the "User", "you" "your") the rules for using the Applicant Tracker Website and/or Portal website.
2. By using the Website and/or Portal, you confirm that you accept these Terms and that you agree to comply with them. If you do not agree to all of the Terms, you must not use the Website and/or Portal.
3. These Terms should be read in conjunction with any other contractual agreement you may have.
4. Your use of the Website and/or Portal is subject any other relevant conditions including but not limited to any contractual agreement you may have.
5. You are responsible for ensuring that all persons who access the Website and/or Portal through your device(s) are aware of these Terms, and that they comply with them.
6. We update the Terms from time to time ("Updated Terms"). If we do so, then the Updated Terms will be brought to your attention and if you continue to use the Website and/or Portal following such notification then the Updated Terms will be deemed to take immediate effect.
7. We may update and change the Website and/or Portal from time to time, but we will try to give you reasonable notice of any major changes.
8. We do not guarantee that the Website and/or Portal, or any content on it, will always be available, uninterrupted or suitable for viewing on your computer or other device. We may suspend or withdraw or restrict the availability of all or any part of the Website and/or Portal for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

2. Creating an Account

1. In order to use the Website and/or Portal we will provide you with a username and a password to create and activate your Account. Once you have logged in to your Account for the first time, you must change your password to a strong password that you will remember. You are responsible for all of the activity that occurs in association with your Account.
2. If you choose, or you are provided with, a password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.
3. We reserve the right to disable your Account at any time if, in our reasonable opinion, you have failed to comply with any of the provisions of the Terms.

3. Acceptable Usage

1. The Website and/or Portal may be used by any person and who has created an Account.
2. You may print off a copy, and may download extracts, of any page(s) from the Website and/or Portal solely for the purpose of recruitment and/or potential employment. If you print off, copy or download any part of the Website and/or Portal in breach of the Terms, your right to use the Website and/or Portal will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.
3. You must not use the Website and/or Portal for unlawful purposes.
4. When using the Website and/or Portal you must not:
 1. do anything that breaches any applicable laws;
 2. access or attempt to access sections of the Website and/or Portal that you do not have authority to access;
 3. do anything which places an unreasonably large load on the Website and/or Portal or the computer systems on which the Website and/or Portal runs;
 4. modify, adapt or reverse engineer any element of the Website and/or Portal;
 5. knowingly or recklessly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful or malicious programs or similar computer code designed to adversely affect the operation of any computer software or hardware ("Computer Viruses");
 6. attempt to disrupt or interfere with the Website and/or Portal or another person's use of the Website and/or Portal in any way or use the Website and/or Portal to disrupt or interfere with our network;

7. upload, post, comment or share any content to the Website and/or Portal that:
 1. is inaccurate or defamatory;
 2. contains any material that is obscene, offensive, hateful or inflammatory;
 3. promotes sexually explicit material, violence or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
 4. infringes any intellectual property right of us or any other person;
 5. breaches any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
 6. promotes any illegal activity;
 7. constitutes an invasion of another's privacy;
 8. is likely to harass, upset or embarrass another person.
 8. probe, scan or test the vulnerability of the Website and/or Portal or any network to which it is connected;
 9. intentionally or recklessly corrupt any data, documents or material available through the Website and/or Portal; or
 10. assist, encourage or permit any other person to do any of the acts described above.
5. You also agree that you will not:
1. post any copies or downloads of materials which come from the Website and/or Portal on any networked computer, or publish them or make any statements or undertake any actions in relation to them;
 2. modify, reproduce, duplicate, copy or re-sell any part of the Website and/or Portal or copies (digital or paper) of any materials you have printed off from the Website and/or Portal;
 3. remove any indications of ownership from any material which came from the Website and/or Portal or claim it as your own or as that of any other organisation or person.
6. If you use the Website and/or Portal to upload, comment, post or share any content in breach of section 4.4. (g) above, we will flag such content as inappropriate and remove it from the Website and/or Portal.

4. Content generated by other users

1. The Website and/or Portal may include information, comments, suggestions or posts by other users of the Website and/or Portal, and these have not been verified or approved by us. The views expressed on the Website and/or Portal by other users do not represent our views or values. If you wish to complain about information and materials uploaded by other users, please contact us (see Who we are and how to contact us above).

5. Your Privacy

1. Click [here](#) to access the Caffè Nero Group Ltd's ("Caffè Nero") Privacy Policy"

6. Limit of Liability

1. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.
2. Although we make reasonable efforts to update the information on the Website and/or Portal, we make no representations or warranties, express or implied, that the content on the Website and/or Portal is accurate, complete or up to date.
3. Although we make reasonable efforts to ensure that the Website and/or Portal is a secure environment we do not guarantee that the Website and/or Portal will be secure or free from Computer Viruses. We shall not be liable for any loss or damage you may suffer as a result of a Computer Virus harmful content transmitted via the Website and/or Portal.
4. We will not be liable, in contract, tort (including, without limitation, negligence), pre-contract or other representations (other than fraudulent or negligent misrepresentations) or otherwise out of or in connection with these Terms for any indirect or consequential loss or damage arising out of your use of or in connection with the Website and/or Portal.