

Terms & Conditions

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TERMS AND CONDITIONS- VOLUME-1 -Master Terms of Service

ARTICLE 1 — DEFINITIONS AND INTERPRETATION

1.1 Purpose of Definitions

The definitions contained within these Terms apply throughout Open Nurses®, the Platform, associated websites, applications, subscription services, recruitment services, workforce services, consultant services, policies, schedules, agreements and related legal documentation published by Open Jobs Ltd unless expressly stated otherwise.

The purpose of these definitions is to promote consistency, clarity, transparency and legal certainty in the interpretation, administration and enforcement of these Terms.

1.2 Definitions

For the purposes of these Terms:

Account

Account means a registered user profile, organisational account, subscription account or access credential created to access, use or manage services available through Open Nurses®.

Affiliate

Affiliate means any parent company, subsidiary, associated entity, successor organisation, trading division, business unit or entity under common ownership, control or management with Open Jobs Ltd.

Agency

Agency means any recruitment agency, staffing provider, workforce supplier, employment agency, employment business, locum provider, talent acquisition provider or similar organisation using the Platform.

Application

Application means any expression of interest, submission, enquiry, request, communication, profile sharing, registration or formal application made in relation to an Opportunity, Vacancy, Programme or Service.

Artificial Intelligence Services

Artificial Intelligence Services means any automated, machine learning, recommendation, matching, screening, communication, analytics or decision-support technologies made available through the Platform.

Such services are intended to assist Users and shall not replace independent professional judgement, regulatory requirements or legal obligations.

Candidate

Candidate means any individual who accesses, registers with, browses, applies through, communicates via, subscribes to or otherwise uses the Platform for employment, education, training, professional registration, relocation, immigration support, workforce mobility, career development or related purposes.

Commercial Partner

Commercial Partner means any organisation authorised by Open Jobs Ltd to provide services, opportunities, promotions, events, workforce solutions, educational services, technology solutions, sponsorship opportunities or commercial activities through the Platform.

Consultant

Consultant means an independent contractor, authorised representative, recruitment consultant, sourcing specialist, workforce advisor, business partner, introducer, referral partner, account manager or other individual or organisation authorised to provide services in connection with Open Nurses®.

Content

Content means all information, text, profiles, CVs, resumes, qualifications, certifications, licences, documents, images, videos, audio recordings, communications, advertisements, comments, data, software, graphics and other materials uploaded, published, transmitted or made available through the Platform.

Educational Institution

Educational Institution means any university, college, academy, school, training provider, certification provider, learning organisation, professional education provider or educational body using the Platform.

Employer

Employer means any organisation, company, NHS body, hospital, healthcare provider, clinic, pharmacy, dental practice, nursing home, residential home, supported living provider, domiciliary care provider, charity, educational institution, recruitment organisation, public authority or other entity using the Platform for workforce, recruitment, engagement or related purposes.

An Employer is not the only category of User permitted to publish Opportunities through the

Platform.

Employer Services

Employer Services means all services offered to Employers including subscriptions, recruitment support, workforce advertising, talent sourcing, consultant support, employer branding, candidate introductions, workforce solutions and related commercial services.

Introduction

Introduction means any direct or indirect activity that results in a Candidate becoming known to, identified by, introduced to, communicated with or considered by a User.

An Introduction may occur through:

- CV transmission;
- profile disclosure;
- recommendation;
- referral;
- communication;
- interview arrangement;
- consultant activity;
- candidate application;
- database access;
- advertising response;
- workforce marketplace activity;
- any other recruitment-related interaction facilitated through Open Nurses®.

Intellectual Property

Intellectual Property means all intellectual property rights including trademarks, service marks, trade names, logos, copyrights, database rights, software rights, design rights, patents, trade secrets, know-how and proprietary rights whether registered or unregistered.

Open Nurses®

Open Nurses® means the healthcare workforce platform, workforce marketplace, technology ecosystem, websites, applications, databases, communication systems, products and services operated by Open Jobs Ltd.

Open Jobs Ltd

Open Jobs Ltd means the legal owner and operator of Open Nurses®, incorporated in England and Wales under Company Number 15096008, together with its successors, assigns, affiliates and authorised representatives.

Opportunity

Opportunity means any employment position, temporary role, permanent role, contract engagement, agency assignment, locum position, apprenticeship, internship, placement, training programme, educational programme, sponsorship opportunity, consultancy engagement, volunteer position, event, professional development activity or other opportunity made available through the Platform.

Optional Subscription Services

Optional Subscription Services means any premium, enhanced, paid or subscription-based services offered by Open Nurses® that are not mandatory for basic Platform access or Opportunity applications.

Platform

Platform means all websites, mobile applications, software systems, databases, APIs, communication tools, digital infrastructure, online services and related technology operated under Open Nurses®.

Privacy Policy

Privacy Policy means the Open Nurses® Privacy Policy as amended from time to time.

Professional Registration

Professional Registration means any registration, licence, certification, authorisation or approval issued by a professional regulator, licensing authority, governing body or competent authority.

Publisher

Publisher means any authorised User permitted to create, publish, advertise, distribute, promote, manage or administer Opportunities, Content, campaigns, events, educational programmes, workforce initiatives or commercial activities through the Platform.

Recruitment Services

Recruitment Services means services involving sourcing, identifying, advertising, assessing, introducing, supporting, facilitating or assisting recruitment, employment, workforce placement or talent acquisition activities.

Services

Services means any product, feature, functionality, subscription, recruitment service, workforce service, communication service, employer service, consultant service, educational service or

technology service offered through Open Nurses®.

Training Provider

Training Provider means any organisation, institution, educator, academy, professional development provider or authorised body delivering educational, training, certification or workforce development programmes through or in connection with the Platform.

User

User means any individual, Candidate, Employer, Agency, Consultant, Publisher, Educational Institution, Commercial Partner, Training Provider or other person or organisation accessing or using the Platform.

User Content

User Content means Content uploaded, submitted, transmitted, published or otherwise provided by a User.

Vacancy

Vacancy means any advertised workforce requirement, employment position, temporary assignment, permanent role, agency engagement, locum position or recruitment opportunity published through the Platform.

Verification

Verification means any process undertaken by Open Jobs Ltd to assess, review, validate, authenticate or confirm information supplied by a User.

Workforce Marketplace

Workforce Marketplace means the Open Nurses® ecosystem through which Users may connect, communicate, recruit, advertise, source talent, discover opportunities, access services and participate in workforce-related activities.

1.3 Interpretation

Unless the context requires otherwise:

- a. references to the singular include the plural and vice versa;
- b. references to one gender include all genders;
- c. references to persons include individuals, companies, organisations, partnerships, public authorities and legal entities;
- d. references to legislation include amendments, replacements and successor legislation;
- e. references to writing include electronic communications;
- f. references to Articles, Clauses and Schedules refer to provisions within these Terms;
- g. the words "including", "includes" and "in particular" mean "including without limitation";
- h. headings are included for convenience only and shall not affect interpretation;
- i. any ambiguity shall be interpreted in a manner that promotes the lawful operation, integrity and reasonable commercial interests of Open Jobs Ltd.

1.4 Order of Precedence

Where a conflict arises between these Terms and any service-specific agreement, the following order of precedence shall apply:

1. Signed Commercial Agreements;
2. Employer Recruitment Agreements;
3. Consultant Agreements;
4. Subscription Agreements;
5. Privacy and Data Governance Policies;

6. These Master Terms of Service;
7. Supporting Policies, Guidance and Notices.

1.5 Reserved Rights

Any rights not expressly granted under these Terms are reserved by Open Jobs Ltd.

Nothing within these Terms shall be interpreted as transferring ownership of the Platform, technology, databases, trademarks, intellectual property, software, business systems or commercial rights belonging to Open Jobs Ltd.

ARTICLE 2 — ABOUT OPEN NURSES®

2.1 Company Identity

Open Nurses® is a healthcare workforce platform, workforce marketplace and technology ecosystem owned and operated by Open Jobs Ltd.

Open Nurses® is a trading name, brand and commercial platform operated by Open Jobs Ltd, a company incorporated in England and Wales under Company Number 15096008.

References throughout these Terms to:

- "Open Nurses®";
- "Platform";
- "we";
- "us";
- "our";

shall refer to Open Jobs Ltd and, where applicable, its Affiliates, authorised representatives, consultants, contractors, service providers, successors and assigns.

2.2 Purpose of the Platform

Open Nurses® exists to support healthcare workforce development by facilitating connections

between healthcare professionals, employers, agencies, educational institutions, consultants, workforce partners and other authorised Users.

The Platform is designed to assist with:

- workforce recruitment;
- workforce engagement;
- professional networking;
- talent sourcing;
- education and training opportunities;
- workforce mobility;
- professional development;
- employer branding;
- workforce marketing;
- healthcare career advancement;
- workforce marketplace activities.

Open Nurses® may operate nationally and internationally.

2.3 Nature of Services

Open Nurses® is a technology-enabled platform providing access to workforce-related services, opportunities and communication tools.

The Platform may facilitate:

- recruitment services;
- candidate discovery;
- opportunity publication;

- workforce advertising;
- educational opportunities;
- training programmes;
- consultant services;
- subscription services;
- workforce engagement activities;
- commercial partnerships;
- events and professional activities;
- communication between Users.

The exact Services available may change from time to time.

2.4 Platform Status

Open Nurses® operates primarily as a technology platform and workforce marketplace.

Except where expressly agreed in writing, Open Jobs Ltd does not act as:

- the employer of Candidates;
- an employment contract provider;
- a guarantor of employment outcomes;
- a guarantor of sponsorship outcomes;
- a guarantor of immigration outcomes;
- a licensing authority;
- a professional regulator;

- a government authority;
- a legal advisor;
- a financial advisor;
- an immigration advisor.

Users remain responsible for obtaining independent advice where required.

2.5 No Employment Relationship

Nothing within the Platform, Services or these Terms shall create:

- employment;
- worker status;
- agency;
- partnership;
- joint venture;
- fiduciary relationship;
- contractual employment obligations.

Any employment relationship, consultancy arrangement, commercial engagement or workforce arrangement arising from an Introduction shall exist solely between the relevant parties.

2.6 User Responsibility

Users remain solely responsible for:

- information they provide;
- recruitment decisions;

- employment decisions;
- commercial decisions;
- professional decisions;
- regulatory compliance;
- safeguarding obligations;
- sponsorship obligations;
- immigration compliance;
- legal compliance.

Open Jobs Ltd shall not assume responsibility for decisions made by Users.

2.7 Professional and Regulatory Compliance

Healthcare professionals remain responsible for maintaining:

- professional registrations;
- licences;
- certifications;
- professional memberships;
- continuing professional development requirements;
- professional conduct obligations.

Employers, Agencies and other Publishers remain responsible for conducting all checks required by law, regulation, professional guidance or internal policy.

Any verification conducted by Open Jobs Ltd is supplementary and does not replace independent verification obligations.

2.8 International Services

Open Nurses® may facilitate Opportunities and Services across multiple countries and jurisdictions.

Users acknowledge that:

- immigration requirements vary;
- employment laws vary;
- licensing requirements vary;
- sponsorship requirements vary;
- qualification recognition requirements vary;
- regulatory requirements vary.

Users are responsible for ensuring compliance with all applicable laws and regulations relevant to their circumstances.

2.9 No Guarantee of Outcomes

Open Jobs Ltd does not guarantee:

- employment;
- interviews;
- placements;
- sponsorship;
- visa approvals;
- immigration outcomes;
- qualification recognition;

- earnings;
- candidate availability;
- employer participation;
- workforce outcomes;
- commercial outcomes.

Success depends upon factors outside the reasonable control of Open Jobs Ltd.

2.10 Platform Development

Open Nurses® continuously develops and improves its Services.

Open Jobs Ltd may:

- introduce new services;
- modify existing services;
- suspend services;
- discontinue services;
- launch new subscription plans;
- introduce new technologies;
- implement automation tools;
- implement Artificial Intelligence Services;
- establish new commercial models.

Such changes may occur without creating any obligation to maintain previous functionality indefinitely.

2.11 Third-Party Services

The Platform may contain links to, integrations with or services supplied by third parties.

Examples include:

- employers;
- agencies;
- educational institutions;
- payment providers;
- professional regulators;
- government services;
- training providers;
- commercial partners.

Open Jobs Ltd does not control third-party services and shall not be responsible for their actions, availability, content, performance or compliance.

2.12 Reservation of Rights

Open Jobs Ltd reserves all rights not expressly granted under these Terms.

Nothing in these Terms shall transfer ownership of:

- the Platform;
- software;
- databases;
- trademarks;
- branding;

- technology;
- intellectual property;
- commercial rights;

belonging to Open Jobs Ltd.

All such rights remain exclusively reserved.

ARTICLE 3 — PLATFORM SERVICES

3.1 Scope of Services

Open Nurses® provides a healthcare workforce marketplace and technology-enabled platform designed to facilitate workforce engagement, recruitment activities, professional networking, education opportunities, workforce mobility and related services.

Services may be provided directly by Open Jobs Ltd or through authorised Consultants, Agencies, Commercial Partners, Educational Institutions, service providers, technology providers and third-party integrations.

The availability, scope and functionality of Services may vary based on jurisdiction, regulatory requirements, subscription status, eligibility criteria, operational requirements and business needs.

3.2 Candidate Services

Open Nurses® may provide Candidates with access to various services including:

Professional Profile Services

- profile creation;
- CV and résumé hosting;
- digital portfolios;
- professional registration information;
- credential management;

- career visibility tools.

Career Services

- opportunity discovery;
- vacancy searches;
- job alerts;
- application management;
- employer communications;
- workforce marketplace access;
- interview support tools.

Professional Development Services

- education opportunities;
- training programmes;
- certification opportunities;
- professional development resources;
- workforce mobility support;
- career guidance content.

Optional Subscription Services

- enhanced profile features;
- visibility services;
- premium tools;
- subscription-based services;

- additional career support features.

The availability of Candidate Services may change from time to time.

3.3 Employer Services

Open Nurses® may provide Employers with access to:

Recruitment Services

- vacancy publication;
- workforce advertising;
- candidate sourcing;
- candidate introductions;
- recruitment support;
- talent acquisition services;
- consultant-assisted recruitment.

Employer Branding Services

- organisation profiles;
- employer marketing;
- promotional campaigns;
- workforce engagement campaigns;
- employer visibility tools.

Workforce Solutions

- subscription plans;
- database access;

- search functionality;
- workforce planning support;
- recruitment technology solutions;
- communication tools.

Employer Services may be subject to separate commercial agreements, subscription agreements or recruitment service agreements.

3.4 Publisher Services

Authorised Publishers may be permitted to:

- publish Opportunities;
- advertise events;
- promote training programmes;
- distribute educational content;
- manage campaigns;
- promote workforce initiatives;
- publish professional development opportunities.

Open Jobs Ltd reserves the right to approve, reject, modify, restrict or remove published content at its discretion.

3.5 Consultant Services

Open Nurses® may facilitate Consultant-led services including:

- workforce sourcing;

- candidate introductions;
- recruitment administration;
- employer engagement;
- client relationship support;
- workforce advisory services;
- opportunity management.

Consultants may operate independently and may receive fees, commissions or compensation under separate agreements.

Consultants may not bind Open Jobs Ltd unless expressly authorised in writing.

3.6 Educational and Training Services

The Platform may facilitate:

- university programmes;
- professional education;
- healthcare training;
- certification courses;
- workforce development programmes;
- apprenticeships;
- internships;
- career development initiatives.

Educational Institutions and Training Providers remain responsible for their own admissions, assessments, qualifications and regulatory obligations.

3.7 Events and Professional Activities

Open Nurses® may support:

- recruitment events;
- networking events;
- conferences;
- webinars;
- seminars;
- workshops;
- professional engagement activities.

Participation in such activities may be subject to additional terms and conditions.

3.8 International Workforce Services

The Platform may facilitate:

- international recruitment opportunities;
- workforce mobility opportunities;
- sponsorship-related opportunities;
- international education pathways;
- relocation information;
- global workforce engagement initiatives.

Open Jobs Ltd does not guarantee sponsorship, immigration approvals, visa approvals, licensing approvals or employment outcomes in any jurisdiction.

3.9 Technology Services

Open Nurses® may provide technology-enabled services including:

- messaging systems;
- communication tools;
- candidate matching systems;
- workforce recommendation tools;
- Artificial Intelligence Services;
- analytics systems;
- reporting tools;
- automation services;
- digital workforce management solutions.

Technology services are intended to assist Users and do not replace independent professional judgement.

3.10 Third-Party Services

The Platform may contain links to, integrations with or services supplied by third parties including:

- Employers;
- Agencies;
- Educational Institutions;
- Training Providers;
- Payment Providers;

- Government Authorities;
- Professional Regulators;
- Commercial Partners.

Open Jobs Ltd does not control third-party services and accepts no responsibility for their actions, availability, accuracy, security or performance.

3.11 Service Eligibility

Access to certain Services may be subject to:

- identity verification;
- qualification verification;
- Professional Registration verification;
- subscription requirements;
- payment verification;
- jurisdictional restrictions;
- regulatory requirements.

Open Jobs Ltd may impose eligibility requirements where necessary for legal, regulatory, operational or security reasons.

3.12 Service Modifications

Open Jobs Ltd may introduce, modify, suspend, replace or discontinue any Service, feature, functionality, subscription plan, technology solution or Platform component at any time.

Where reasonably practicable, notice may be provided for material changes.

3.13 No Guarantee of Availability

Open Jobs Ltd does not guarantee that:

- Services will be continuously available;
- Opportunities will remain active;
- Employers will remain active;
- Candidates will remain available;
- features will remain unchanged;
- Services will operate without interruption.

Services are provided on an "as available" and "as offered" basis.

3.14 No Guarantee of Outcomes

Open Jobs Ltd does not guarantee:

- interviews;
- employment offers;
- placements;
- sponsorship;
- visa approvals;
- admissions;
- qualifications;
- business opportunities;
- workforce outcomes;
- commercial outcomes.

Outcomes depend on decisions made by Users, regulators, employers, educational institutions, government authorities and other third parties.

3.15 Reservation of Service Rights

Open Jobs Ltd reserves the right to determine:

- which Services are offered;
- eligibility requirements;
- subscription structures;
- pricing models;
- publication criteria;
- technology models;
- workforce marketplace functionality;
- operational procedures.

Nothing within these Terms obliges Open Jobs Ltd to provide any specific Service, feature or functionality unless expressly agreed in writing.

ARTICLE 4 — ELIGIBILITY, REGISTRATION AND ACCOUNT MANAGEMENT

4.1 Eligibility to Use the Platform

To access or use Open Nurses®, Users must:

- a. be legally capable of entering into binding agreements;
- b. comply with applicable laws and regulations;
- c. provide accurate and complete information;
- d. possess authority to act on behalf of any organisation they represent;

e. satisfy any eligibility requirements applicable to specific Services.

Open Jobs Ltd reserves the right to refuse registration, restrict access or decline Services where eligibility requirements are not met.

4.2 Minimum Age Requirement

Unless otherwise permitted by applicable law or expressly authorised by Open Jobs Ltd, Users must be at least eighteen (18) years of age to create an Account or use the Platform.

Where a User is under the age of eighteen (18), access may only be permitted where expressly authorised by Open Jobs Ltd and permitted by law.

4.3 Account Registration

Certain Services may require the creation of an Account.

During registration, Users agree to:

- provide accurate information;
- maintain up-to-date records;
- use lawful contact information;
- provide information requested for verification purposes;
- maintain the security of account credentials.

Users are responsible for ensuring that information remains accurate throughout their use of the Platform.

4.4 Candidate Registration Requirements

Candidates represent and warrant that:

- personal details are accurate;

- qualifications are genuine;
- licences and registrations are valid;
- employment history is truthful;
- references are provided lawfully;
- uploaded documents are authentic;
- information supplied does not mislead other Users.

Open Jobs Ltd may request supporting evidence at any time.

4.5 Employer Registration Requirements

Employers represent and warrant that they:

- are legally authorised to recruit;
- possess authority to publish Opportunities;
- comply with applicable employment laws;
- comply with immigration requirements;
- comply with equality legislation;
- comply with safeguarding obligations;
- provide accurate vacancy information.

Open Jobs Ltd may conduct verification checks before granting access to Employer Services.

4.6 Agency, Publisher and Organisational Accounts

Agencies, Publishers, Educational Institutions, Commercial Partners and other organisations using the Platform warrant that:

- they possess authority to create and manage Accounts;
- authorised representatives may legally act on their behalf;
- information submitted is accurate;
- they remain responsible for activities conducted through their Accounts.

Organisations shall be responsible for managing access granted to employees, consultants and representatives.

4.7 Verification Rights

Open Jobs Ltd may conduct verification processes including:

- identity verification;
- qualification verification;
- Professional Registration verification;
- Right to Work verification;
- organisational verification;
- payment verification;
- compliance reviews.

Verification may be conducted before, during or after registration.

Open Jobs Ltd reserves the right to refuse, suspend or restrict access where verification cannot be completed satisfactorily.

4.8 Account Security

Users are responsible for:

- maintaining password confidentiality;
- securing account access;
- preventing unauthorised use;
- ensuring login credentials remain protected.

Users must notify Open Jobs Ltd immediately if they become aware of:

- unauthorised access;
- security breaches;
- credential compromise;
- suspicious account activity.

Open Jobs Ltd shall not be responsible for losses resulting from a User's failure to maintain account security.

4.9 Multiple Accounts

Open Jobs Ltd may restrict, prohibit or merge multiple Accounts where:

- duplicate Accounts exist;
- fraudulent activity is suspected;
- Platform integrity may be affected;
- multiple Accounts are used to circumvent restrictions.

Open Jobs Ltd reserves the right to determine whether multiple Accounts may be maintained by a User.

4.10 Accuracy and Ongoing Obligations

Users must promptly update information where circumstances change, including:

- contact details;
- registration status;
- qualifications;
- licensing status;
- organisational information;
- payment information.

Failure to maintain accurate information may result in restrictions or suspension.

4.11 Account Ownership

Accounts remain personal to the registered User or authorised organisation.

Users may not:

- transfer Accounts;
- sell Accounts;
- lease Accounts;
- assign Accounts;
- share access credentials without authorisation.

Open Jobs Ltd may disable Accounts where unauthorised transfers occur.

4.12 Right to Refuse Registration

Open Jobs Ltd reserves the right to refuse registration or access to any User at its reasonable discretion where:

- legal obligations require action;

- verification requirements are not satisfied;
 - inaccurate information is supplied;
 - fraud is suspected;
 - Platform integrity may be compromised;
 - previous enforcement actions have occurred.
-

4.13 Account Suspension and Restrictions

Open Jobs Ltd may suspend, restrict or temporarily disable an Account where:

- information appears inaccurate;
- verification is incomplete;
- payment issues arise;
- misuse is suspected;
- security concerns exist;
- complaints require investigation;
- legal obligations require intervention.

Suspension may remain in place until the relevant matter is resolved.

4.14 Account Termination

Open Jobs Ltd may terminate an Account where:

- serious breaches occur;
- fraudulent conduct is identified;

- repeated policy violations occur;
- unlawful activity is suspected;
- regulatory obligations require action.

Termination may occur with or without notice where reasonably necessary.

4.15 Effect of Account Closure

Where an Account is closed, suspended or terminated:

- access to Services may cease;
- subscriptions may end;
- content may become inaccessible;
- legal obligations may survive termination;
- record retention obligations may continue.

Open Jobs Ltd may retain information where required for legal, regulatory, compliance, audit or dispute resolution purposes.

4.16 Reservation of Registration Rights

Open Jobs Ltd reserves the right to establish, modify or remove registration requirements, eligibility criteria, verification procedures and account management rules at any time in accordance with applicable law and these Terms.

ARTICLE 5 — ACCEPTABLE USE POLICY

5.1 Purpose

Open Nurses® is intended to operate as a professional healthcare workforce marketplace that promotes lawful, ethical, respectful and responsible engagement between Users.

Users must use the Platform in a manner that protects:

- Platform integrity;
- user safety;
- professional standards;
- data security;
- regulatory compliance;
- lawful recruitment practices.

Any use of the Platform that conflicts with these objectives may result in enforcement action.

5.2 General User Obligations

Users agree to:

- a. comply with applicable laws and regulations;
- b. provide truthful and accurate information;
- c. act professionally and respectfully;
- d. respect the rights of other Users;
- e. maintain the security of their Accounts;
- f. use the Platform only for lawful purposes.

Users shall remain responsible for all activity conducted through their Accounts.

5.3 Prohibited Conduct

Users shall not engage in conduct that:

- is unlawful;

- is fraudulent;
- is misleading;
- is deceptive;
- is abusive;
- is discriminatory;
- is defamatory;
- is threatening;
- is harassing;
- is harmful to other Users or the Platform.

Open Jobs Ltd reserves the right to determine whether conduct breaches this Article.

5.4 False Information and Misrepresentation

Users shall not:

- submit false information;
- create misleading profiles;
- provide inaccurate qualifications;
- misrepresent employment history;
- falsify references;
- falsify professional registrations;
- impersonate another person or organisation;
- use misleading business identities.

Open Jobs Ltd may remove such content immediately and take enforcement action.

5.5 Unauthorised Recruitment Activity

Users shall not:

- conduct unauthorised recruitment activities;
- advertise Opportunities without authority;
- represent themselves as acting for another organisation without permission;
- misuse Candidate information for unauthorised recruitment purposes;
- engage in recruitment practices that breach applicable laws.

5.6 Data Scraping and Automated Access

Users shall not:

- scrape the Platform;
- harvest data;
- extract databases;
- collect User information without permission;
- use bots to access restricted areas;
- automate interactions without authorisation;
- conduct large-scale data extraction activities.

This restriction applies regardless of whether data is publicly visible.

5.7 Intellectual Property Misuse

Users shall not:

- copy Platform content;
- reproduce proprietary materials;
- reverse engineer software;
- redistribute protected content;
- use Open Nurses® branding without permission;
- infringe Intellectual Property rights.

All Intellectual Property rights remain protected under applicable law.

5.8 Spam and Unsolicited Communications

Users shall not:

- send spam;
- distribute unsolicited marketing;
- engage in mass messaging;
- distribute malware;
- transmit harmful code;
- send misleading communications;
- abuse communication tools.

Open Jobs Ltd may restrict messaging functionality where abuse is identified.

5.9 Security and Technical Misuse

Users shall not:

- interfere with Platform operations;
- bypass security controls;
- attempt unauthorised access;
- test vulnerabilities without permission;
- introduce malicious software;
- disrupt Platform functionality;
- interfere with other Users' access.

Security incidents may be reported to appropriate authorities.

5.10 Fee Circumvention and Commercial Avoidance

Users shall not attempt to avoid:

- subscription fees;
- recruitment fees;
- introduction fees;
- consultant fees;
- advertising fees;
- commercial obligations;
- payment obligations.

Open Jobs Ltd may investigate and pursue recovery where circumvention is identified.

5.11 Misuse of Candidate Information

Candidate information obtained through the Platform shall only be used for legitimate and authorised purposes.

Users shall not:

- sell Candidate information;
- distribute Candidate information without authority;
- use Candidate information unlawfully;
- retain Candidate information beyond lawful purposes;
- process personal information in breach of applicable data protection laws.

5.12 Professional Conduct Standards

Users are expected to maintain professional standards appropriate to the healthcare, education and workforce sectors.

Users shall not engage in:

- bullying;
- harassment;
- victimisation;
- discriminatory behaviour;
- offensive conduct;
- professional misconduct.

Open Jobs Ltd may take action where behaviour is inconsistent with professional standards.

5.13 Content Standards

Users shall not publish Content that:

- is unlawful;
- is fraudulent;
- infringes Intellectual Property rights;
- contains harmful software;
- promotes illegal activity;
- contains false or misleading information;
- breaches confidentiality obligations;
- violates applicable laws or regulations.

Users remain solely responsible for Content they publish.

5.14 Reporting Misuse

Users are encouraged to report:

- fraud;
- fake profiles;
- misuse of data;
- unlawful activity;
- harassment;
- security concerns;
- policy breaches.

Reports may be submitted through available Platform channels or by contacting:

contact@opennurses.com

5.15 Enforcement Rights

Where Open Jobs Ltd reasonably believes a breach of this Article has occurred, it may:

- remove Content;
- restrict functionality;
- suspend Accounts;
- terminate Accounts;
- conduct investigations;
- require verification;
- report matters to authorities;
- pursue legal remedies.

Enforcement action may be taken with or without prior notice where reasonably necessary.

5.16 Reservation of Rights

Open Jobs Ltd reserves the right to determine what constitutes unacceptable use of the Platform.

Nothing in this Article limits any other rights, remedies or enforcement powers available to Open Jobs Ltd under these Terms, applicable law or separate agreements.

ARTICLE 6 — PROFESSIONAL REGISTRATION, VERIFICATION AND COMPLIANCE

6.1 Purpose

Open Nurses® is committed to supporting professional integrity, workforce quality, regulatory compliance and patient safety within the healthcare workforce sector.

To assist with these objectives, Open Jobs Ltd may conduct verification, validation, authentication and compliance reviews relating to Users, qualifications, registrations,

organisations and Opportunities.

Verification activities are intended to support Platform integrity and do not constitute professional accreditation, endorsement or certification by Open Jobs Ltd.

6.2 Verification Rights

Open Jobs Ltd reserves the right to verify any information supplied by a User at any time.

Verification may occur:

- before registration;
- during account creation;
- during use of the Platform;
- before access to specific Services;
- after publication of Content;
- during investigations;
- following complaints;
- following regulatory concerns.

Verification may be repeated periodically where reasonably necessary.

6.3 Candidate Verification

Candidates may be required to verify:

- identity;
- qualifications;
- employment history;

- professional registrations;
- licences;
- certifications;
- references;
- Right to Work status;
- language proficiency evidence;
- immigration-related documentation;
- criminal record information where lawfully permitted.

Open Jobs Ltd may request supporting documentation at any time.

6.4 Professional Registration Verification

Where applicable, Open Jobs Ltd may verify Professional Registrations with regulatory bodies including, but not limited to:

- Nursing and Midwifery Council (NMC);
- General Medical Council (GMC);
- Health and Care Professions Council (HCPC);
- General Pharmaceutical Council (GPhC);
- Social Work England;
- General Dental Council (GDC);
- Care Inspectorates;
- equivalent international regulators;
- successor regulatory authorities.

Users remain responsible for maintaining valid registration status at all times.

6.5 Employer and Organisational Verification

Open Jobs Ltd may verify Employers, Agencies, Publishers, Educational Institutions and Commercial Partners.

Verification may include:

- business registration;
- corporate identity;
- recruitment authority;
- sponsorship status;
- regulatory registrations;
- contact information;
- operational legitimacy;
- payment verification.

Verification does not guarantee the quality, conduct or future actions of any organisation.

6.6 Qualification Verification

Open Jobs Ltd may request evidence relating to:

- academic qualifications;
- professional qualifications;
- vocational qualifications;
- training certificates;

- continuing professional development records;
- educational achievements.

Users warrant that all qualifications presented through the Platform are genuine and accurately represented.

6.7 Immigration and Right to Work Verification

Where relevant, Open Jobs Ltd may request information relating to:

- immigration status;
- visa status;
- sponsorship eligibility;
- Right to Work documentation;
- residency status;
- work authorisation.

Such verification is intended solely to assist compliance and does not constitute immigration advice, sponsorship approval or legal confirmation of eligibility.

6.8 Safeguarding and Compliance Checks

Where relevant and legally permitted, Open Jobs Ltd may request evidence of:

- DBS checks;
- safeguarding clearances;
- criminal record certificates;
- professional conduct records;
- disciplinary history;

- fitness-to-practise status.

The Platform may restrict access where safeguarding concerns are identified.

6.9 Ongoing Compliance Obligations

Users remain responsible for ensuring that:

- registrations remain valid;
- licences remain current;
- qualifications remain accurate;
- information remains up to date;
- regulatory obligations continue to be satisfied.

Users must promptly notify Open Jobs Ltd of any material change affecting their eligibility or compliance status.

6.10 Inaccurate, False or Misleading Information

Where Open Jobs Ltd reasonably believes information is inaccurate, false, misleading or unverifiable, it may:

- request clarification;
- request additional documentation;
- restrict access;
- remove Content;
- suspend Accounts;
- terminate Accounts;

- notify relevant parties where legally permitted.

Serious misrepresentation may result in permanent exclusion from the Platform.

6.11 No Guarantee of Verification Outcomes

Verification activities conducted by Open Jobs Ltd do not guarantee:

- professional competence;
- suitability for employment;
- fitness to practise;
- regulatory compliance;
- future conduct;
- employment eligibility.

Users, Employers and other organisations remain responsible for conducting their own due diligence and compliance checks.

6.12 Regulatory Cooperation

Open Jobs Ltd may cooperate with:

- professional regulators;
- licensing authorities;
- safeguarding authorities;
- law enforcement agencies;
- courts;
- government bodies;

- authorised investigators.

Cooperation may occur where legally required, reasonably necessary for Platform integrity, public protection, safeguarding purposes or regulatory compliance.

6.13 Suspension Pending Verification

Open Jobs Ltd may suspend, restrict or delay access to Services where:

- verification is incomplete;
- documentation is outstanding;
- information cannot be confirmed;
- regulatory concerns exist;
- safeguarding concerns arise;
- legal obligations require intervention.

Such action may remain in place until the relevant matter has been resolved.

6.14 Reservation of Verification Rights

Open Jobs Ltd reserves the right to establish, modify, expand, reduce or discontinue verification procedures at any time.

Nothing within this Article creates an obligation upon Open Jobs Ltd to verify every User, organisation, qualification, registration or Opportunity.

Users remain solely responsible for the accuracy, legality and validity of the information they provide.

ARTICLE 7 — IMMIGRATION, SPONSORSHIP AND INTERNATIONAL RECRUITMENT

7.1 Purpose

Open Nurses® may facilitate access to international employment opportunities, education

pathways, workforce mobility programmes, sponsorship-related opportunities and other international workforce activities.

This Article explains the responsibilities of Users regarding immigration, sponsorship, visas, work authorisation and international recruitment activities.

7.2 No Government Authority Status

Open Jobs Ltd is a private organisation and technology platform.

Open Jobs Ltd is not:

- a government authority;
- an immigration authority;
- a visa issuing body;
- a border control authority;
- a sponsorship licensing authority;
- a professional regulator.

Open Jobs Ltd does not make immigration decisions and has no authority to approve or refuse immigration applications.

7.3 No Immigration Advice

Unless expressly stated in a separate written agreement and permitted by applicable law, information provided through the Platform is for general informational purposes only.

Nothing on the Platform shall be interpreted as:

- immigration advice;
- legal advice;
- financial advice;

- tax advice;
- regulatory advice.

Users should obtain independent professional advice where appropriate.

7.4 Sponsorship Opportunities

Certain Opportunities published through the Platform may indicate that sponsorship may be available.

However:

- sponsorship availability may change;
- sponsorship eligibility requirements may change;
- sponsorship decisions remain solely with the sponsoring organisation;
- sponsorship offers may be withdrawn.

Open Jobs Ltd does not guarantee sponsorship availability.

7.5 Visa Applications

Users acknowledge that:

- visa applications may be approved or refused;
- immigration rules may change;
- application requirements may vary;
- government policies may change without notice;
- processing times may vary.

Open Jobs Ltd shall not be responsible for immigration decisions made by government

authorities.

7.6 User Responsibility

Users remain solely responsible for:

- determining immigration eligibility;
 - maintaining lawful immigration status;
 - obtaining visas;
 - obtaining work authorisation;
 - meeting sponsorship requirements;
 - complying with immigration laws;
 - maintaining valid travel documentation.
-

7.7 Employer Responsibility

Employers remain solely responsible for:

- sponsorship decisions;
- immigration compliance obligations;
- Right to Work checks;
- sponsor licence compliance;
- reporting obligations;
- employment eligibility assessments.

Open Jobs Ltd does not assume responsibility for these obligations.

7.8 International Recruitment Activities

The Platform may facilitate recruitment activities involving multiple countries and jurisdictions.

Users acknowledge that:

- employment laws vary between jurisdictions;
- immigration laws vary between jurisdictions;
- licensing requirements vary between jurisdictions;
- professional registration requirements vary between jurisdictions;
- taxation requirements may vary.

Users remain responsible for ensuring compliance with applicable laws.

7.9 Qualification Recognition

Recognition of qualifications is determined by relevant authorities, regulators, employers, educational institutions and licensing bodies.

Open Jobs Ltd does not guarantee:

- qualification recognition;
 - registration eligibility;
 - licensing eligibility;
 - professional registration outcomes.
-

7.10 No Guarantee of Outcomes

Open Jobs Ltd does not guarantee:

- visa approvals;

- sponsorship approvals;
- sponsorship certificates;
- immigration approvals;
- professional registration approvals;
- employment offers;
- relocation approvals;
- settlement rights;
- citizenship rights.

All such decisions are made by independent third parties and competent authorities.

7.11 Changes in Law

Immigration, sponsorship, employment and professional registration requirements may change at any time.

Open Jobs Ltd shall not be liable for losses arising from:

- legislative changes;
- policy changes;
- regulatory changes;
- government decisions;
- sponsorship withdrawals;
- visa refusals.

7.12 Regulatory Cooperation

Open Jobs Ltd may cooperate with:

- immigration authorities;
- government agencies;
- sponsor licence regulators;
- professional regulators;
- law enforcement agencies;
- courts and tribunals;

where required by law or reasonably necessary for compliance purposes.

7.13 Limitation of Responsibility

To the fullest extent permitted by law, Open Jobs Ltd accepts no responsibility for:

- visa refusals;
- sponsorship refusals;
- immigration delays;
- qualification recognition decisions;
- registration refusals;
- relocation difficulties;
- employment eligibility determinations.

Users accept that immigration and sponsorship outcomes remain outside the reasonable control of Open Jobs Ltd.

7.14 Reservation of Rights

Open Jobs Ltd reserves the right to:

- restrict access to certain Opportunities;
- request immigration-related documentation;
- verify information supplied by Users;
- suspend access where compliance concerns arise;
- modify international recruitment services in response to legal or regulatory requirements.

ARTICLE 8 — CANDIDATE INFORMATION ACCURACY AND USER REPRESENTATIONS

8.1 Purpose

Open Nurses® relies upon information provided by Users to facilitate workforce engagement, recruitment activities, education opportunities, professional networking and related services.

Users are responsible for ensuring that all information supplied through the Platform remains accurate, complete, lawful and up to date.

The integrity of the Platform depends upon the honesty and accuracy of information provided by Users.

8.2 Accuracy of Information

Users represent, warrant and undertake that all information submitted through the Platform:

- is accurate;
- is complete;
- is current;
- is not misleading;
- is capable of verification where required;
- complies with applicable laws and regulations.

Users must promptly correct any information that becomes inaccurate or outdated.

8.3 Candidate Representations

Candidates specifically represent and warrant that:

- their identity is genuine;
- qualifications are authentic;
- licences are valid;
- Professional Registrations are current;
- employment history is accurate;
- references are genuine;
- skills and experience are accurately described;
- immigration information is truthful;
- supporting documents are authentic.

Candidates shall not knowingly provide false or misleading information.

8.4 Professional Qualifications and Registrations

Where qualifications, certifications, licences or Professional Registrations are presented through the Platform, Users warrant that:

- such qualifications have been legitimately obtained;
- certifications remain valid where required;
- registrations have not been suspended or revoked unless disclosed;
- professional standing is accurately represented.

Users remain responsible for maintaining valid registration status throughout their use of the Platform.

8.5 Employment History and References

Users must ensure that:

- employment history is accurate;
- dates of employment are correctly represented;
- references are genuine;
- achievements are accurately described;
- professional experience is not exaggerated.

References must only be provided where lawfully obtained and lawfully shared.

8.6 Uploaded Documents

Users are responsible for all documents uploaded to the Platform.

Users warrant that uploaded documents:

- belong to them or are lawfully used;
- are authentic;
- have not been fraudulently altered;
- do not infringe third-party rights;
- comply with applicable laws.

Examples include:

- CVs;

- passports;
 - qualification certificates;
 - licences;
 - registration certificates;
 - identity documents;
 - employment records.
-

8.7 Ongoing Duty to Update Information

Users must promptly update information where circumstances change, including:

- contact details;
- registration status;
- qualifications;
- employment status;
- immigration status;
- licensing status;
- professional standing.

Failure to maintain accurate information may result in enforcement action.

8.8 False, Misleading or Fraudulent Information

Users shall not:

- provide false information;

- create fake profiles;
- submit fraudulent documents;
- impersonate another person;
- misrepresent qualifications;
- misrepresent registrations;
- conceal material information;
- engage in deceptive conduct.

Such conduct may result in immediate enforcement action.

8.9 Verification Rights

Open Jobs Ltd may verify information supplied by Users at any time.

Verification may include:

- identity checks;
- qualification checks;
- Professional Registration checks;
- reference verification;
- organisational verification;
- compliance reviews.

Users agree to cooperate reasonably with verification requests.

8.10 Consequences of Misrepresentation

Where Open Jobs Ltd reasonably believes that information is inaccurate, misleading,

fraudulent or incapable of verification, it may:

- request clarification;
- request additional documentation;
- remove Content;
- restrict access;
- suspend Accounts;
- terminate Accounts;
- withdraw Services;
- notify affected parties where legally permitted;
- report matters to relevant authorities where appropriate.

Serious breaches may result in permanent exclusion from the Platform.

8.11 No Reliance by Open Jobs Ltd

Open Jobs Ltd generally relies upon information supplied by Users and does not independently verify every statement, qualification, registration, reference or document.

Users acknowledge that Open Jobs Ltd shall not be responsible for inaccuracies supplied by other Users.

8.12 Indemnity for False Information

Users agree to indemnify and hold harmless Open Jobs Ltd, its directors, officers, employees, consultants and affiliates against losses, liabilities, costs, claims, damages and expenses arising from:

- false information;
- fraudulent documents;

- inaccurate representations;
- unlawful conduct;
- breaches of this Article.

8.13 Reservation of Rights

Open Jobs Ltd reserves the right to determine whether information supplied through the Platform satisfies its integrity, compliance and verification requirements.

Nothing within this Article obliges Open Jobs Ltd to verify every item of information submitted by Users.

ARTICLE 9 — EMPLOYER, PUBLISHER AND ORGANISATIONAL COMPLIANCE OBLIGATIONS

9.1 Purpose

Employers, Agencies, Publishers, Educational Institutions, Commercial Partners and other organisations using Open Nurses® must comply with applicable laws, regulations, professional standards and ethical obligations.

This Article establishes minimum compliance requirements for organisations using the Platform.

9.2 General Compliance Obligations

Organisations agree to:

- comply with employment laws;
- comply with equality legislation;
- comply with data protection laws;
- comply with safeguarding obligations;

- comply with immigration requirements;
 - comply with sponsorship obligations;
 - comply with professional regulatory requirements;
 - conduct recruitment lawfully and ethically.
-

9.3 Opportunity and Vacancy Accuracy

Users publishing Opportunities must ensure that:

- Opportunities are genuine;
 - descriptions are accurate;
 - qualifications requested are relevant;
 - compensation information is not misleading;
 - sponsorship information is accurate where provided;
 - published information complies with applicable law.
-

9.4 Recruitment Responsibilities

Employers and Agencies remain solely responsible for:

- interviewing;
- selection decisions;
- reference checks;
- safeguarding checks;
- employment offers;
- onboarding;

- employment contracts;
- workplace management.

Open Jobs Ltd does not participate in such decisions unless expressly agreed in writing.

9.5 Equality and Fair Recruitment

Organisations shall not discriminate unlawfully on the basis of:

- age;
- disability;
- race;
- religion or belief;
- sex;
- sexual orientation;
- pregnancy or maternity;
- marital status;
- gender reassignment;
- any protected characteristic recognised by applicable law.

9.6 Data Protection Obligations

Organisations accessing User information through the Platform must:

- process data lawfully;
- protect confidentiality;

- prevent unauthorised disclosure;
- comply with applicable privacy laws;
- use information only for legitimate purposes.

9.7 Sponsorship and Immigration Compliance

Where sponsorship opportunities are offered, Employers remain solely responsible for:

- sponsor licence compliance;
- immigration compliance;
- Right to Work checks;
- reporting obligations;
- government requirements.

Open Jobs Ltd accepts no responsibility for sponsorship decisions.

9.8 Enforcement

Open Jobs Ltd may suspend, restrict or terminate access where organisational conduct creates legal, regulatory, reputational or operational risks to the Platform or its Users.

ARTICLE 10 — CONSULTANT FRAMEWORK

10.1 Purpose

Open Nurses® may utilise Consultants to support recruitment activities, workforce engagement, employer support, candidate sourcing, commercial activities and related services.

This Article governs the relationship between Open Jobs Ltd, Consultants and other Users.

10.2 Independent Status

Unless expressly agreed otherwise in writing:

- Consultants are independent contractors;
- Consultants are not employees of Open Jobs Ltd;
- Consultants do not create employment relationships with Open Jobs Ltd;
- Consultants operate under separate contractual arrangements.

Nothing in these Terms creates worker status, partnership or agency status between Open Jobs Ltd and a Consultant.

10.3 Consultant Activities

Consultants may assist with:

- candidate sourcing;
- workforce engagement;
- recruitment administration;
- employer support;
- opportunity promotion;
- account management;
- introductions;
- commercial development activities.

The scope of Consultant activities may vary.

10.4 Authority Limitations

Consultants may not:

- legally bind Open Jobs Ltd;
- amend Platform policies;
- waive Platform rights;
- create contractual obligations on behalf of Open Jobs Ltd;
- provide guarantees on behalf of Open Jobs Ltd;

unless expressly authorised in writing.

10.5 Commissions and Compensation

Consultants may receive:

- commissions;
- referral fees;
- service fees;
- commercial compensation;
- performance-based incentives.

Compensation arrangements shall be governed by separate agreements.

10.6 Consultant Conduct

Consultants must:

- act professionally;
- comply with applicable laws;
- comply with Platform policies;

- avoid conflicts of interest;
- protect confidential information;
- maintain ethical recruitment practices.

10.7 Consultant Introductions

Candidate introductions made by Consultants shall be treated as Introductions under these Terms and may give rise to commercial rights, fees or obligations under applicable agreements.

10.8 Removal of Consultants

Open Jobs Ltd reserves the right to:

- appoint Consultants;
- remove Consultants;
- replace Consultants;
- suspend Consultant access;
- restrict Consultant activities;

at its sole discretion.

ARTICLE 11 — INTELLECTUAL PROPERTY RIGHTS

11.1 Ownership

Open Nurses®, all Platform technology, software, databases, source code, trademarks, logos, branding, designs, graphics, content, workflows, systems and related Intellectual Property are owned by or licensed to Open Jobs Ltd.

All rights not expressly granted under these Terms remain reserved.

11.2 Protected Materials

Protection extends to:

- Open Nurses® branding;
- Open Jobs Ltd branding;
- trademarks and trade names;
- logos and visual identities;
- databases;
- software;
- source code;
- website design;
- platform architecture;
- content libraries;
- business methodologies;
- Artificial Intelligence Services;
- proprietary technology.

11.3 Restrictions

Users shall not:

- copy;
- reproduce;
- modify;

- distribute;
- licence;
- sell;
- reverse engineer;
- decompile;
- scrape;
- extract databases;
- create derivative works;

without prior written permission from Open Jobs Ltd.

11.4 Trademark Protection

Open Nurses®, Open Jobs Ltd and associated branding may not be used without written authorisation.

Unauthorised use may result in enforcement action.

11.5 Feedback and Suggestions

Users may voluntarily provide suggestions, recommendations or feedback.

Open Jobs Ltd may use such feedback without restriction, compensation or attribution unless otherwise agreed in writing.

11.6 Intellectual Property Complaints

Open Jobs Ltd may remove content alleged to infringe Intellectual Property rights and may investigate related complaints.

Users submitting content warrant they possess all necessary rights and permissions.

ARTICLE 12 — USER CONTENT LICENCE

12.1 Ownership of User Content

Users retain ownership of User Content submitted through the Platform.

Ownership remains with the User or lawful rights holder.

12.2 Licence Granted to Open Jobs Ltd

By submitting User Content, Users grant Open Jobs Ltd a worldwide, non-exclusive, royalty-free, transferable and sublicensable licence to:

- host;
- store;
- reproduce;
- process;
- display;
- publish;
- transmit;
- distribute;
- analyse;
- index;
- archive;

User Content solely for the operation, administration, promotion, improvement and delivery of Platform Services.

12.3 Profile Visibility

Users acknowledge that User Content may be visible to:

- Employers;
- Agencies;
- Consultants;
- Publishers;
- Educational Institutions;
- Commercial Partners;
- authorised Users;

depending upon Platform settings and Services utilised.

12.4 User Warranties

Users warrant that:

- they own or control submitted Content;
- necessary permissions have been obtained;
- Content does not infringe third-party rights;
- Content complies with applicable laws.

12.5 Content Removal

Open Jobs Ltd may remove, restrict, archive or disable access to User Content where:

- policy breaches occur;

- legal obligations arise;
- complaints are received;
- Platform integrity requires action.

12.6 Survival

The licence granted under this Article may continue to the extent necessary for:

- compliance obligations;
- record retention;
- dispute resolution;
- system backups;
- legal requirements.

ARTICLE 13 — DATA PROTECTION AND PRIVACY PRINCIPLES

13.1 Commitment to Privacy

Open Jobs Ltd is committed to protecting personal information and processing data responsibly.

Personal data shall be processed in accordance with applicable data protection laws.

13.2 Applicable Laws

Processing activities may be governed by:

- UK GDPR;
- Data Protection Act 2018;
- applicable international privacy laws;

- regulatory guidance.

13.3 Privacy Policy

The Open Nurses® Privacy Policy forms part of the Platform's legal framework.

Users should review the Privacy Policy before using Services.

13.4 Lawful Processing

Open Jobs Ltd may process personal information where lawful grounds exist, including:

- contractual necessity;
- legitimate interests;
- legal obligations;
- consent where required;
- protection of vital interests.

13.5 User Responsibilities

Users accessing personal information through the Platform must:

- maintain confidentiality;
- process information lawfully;
- comply with privacy obligations;
- prevent unauthorised disclosure.

13.6 Data Sharing

Information may be shared with:

- Employers;
 - Agencies;
 - Consultants;
 - Educational Institutions;
 - Service Providers;
 - Government Authorities where legally required.
-

13.7 Security Measures

Open Jobs Ltd may implement technical, organisational and administrative measures designed to protect information against unauthorised access, loss, misuse or disclosure.

13.8 Data Rights

Subject to applicable law, individuals may have rights relating to:

- access;
- correction;
- deletion;
- restriction;
- portability;
- objection.

Requests shall be handled in accordance with applicable law.

13.9 International Transfers

Personal information may be transferred across jurisdictions where appropriate safeguards exist.

13.10 Additional Privacy Terms

Further details regarding privacy practices are contained within the Privacy Policy and related data governance documentation.

ARTICLE 14 — PLATFORM AVAILABILITY, TECHNOLOGY SERVICES AND SYSTEM OPERATIONS

14.1 Purpose

Open Nurses® is a technology-enabled workforce marketplace and service platform that relies upon software systems, databases, communication networks, third-party services and digital infrastructure.

This Article governs the availability, operation, maintenance and technological aspects of the Platform.

14.2 Service Availability

Open Jobs Ltd aims to make the Platform available on a reliable and consistent basis.

However, Open Nurses® is provided on an:

- "as available";
- "as is";
- "when available";

basis.

Open Jobs Ltd does not guarantee uninterrupted access to any Service.

14.3 No Guaranteed Uptime

Open Jobs Ltd does not guarantee:

- continuous availability;
- uninterrupted operation;
- error-free functionality;
- immediate accessibility;
- permanent availability of any feature or Service.

Temporary interruptions may occur from time to time.

14.4 Scheduled Maintenance

Open Jobs Ltd may perform:

- software updates;
- infrastructure upgrades;
- security updates;
- maintenance activities;
- database maintenance;
- feature enhancements.

Such activities may result in temporary service interruptions.

Where reasonably practicable, notice may be provided.

14.5 Emergency Maintenance

Open Jobs Ltd may suspend or restrict access without prior notice where emergency action is required to:

- protect Platform security;
 - prevent system failures;
 - address vulnerabilities;
 - investigate incidents;
 - comply with legal obligations.
-

14.6 Third-Party Dependencies

Certain Services may rely upon third-party providers including:

- cloud infrastructure providers;
- hosting providers;
- payment processors;
- communication providers;
- identity verification providers;
- educational partners;
- regulatory integrations;
- analytics providers.

Open Jobs Ltd shall not be responsible for failures, interruptions or delays caused by third-party services.

14.7 Artificial Intelligence and Automated Services

The Platform may utilise Artificial Intelligence Services, machine learning technologies, automation systems, recommendation engines and algorithmic tools.

Such systems may be used to assist with:

- candidate matching;
- opportunity recommendations;
- content organisation;
- analytics;
- workforce insights;
- communication support.

Artificial Intelligence Services are provided as decision-support tools only and do not replace independent human judgement.

14.8 System Security

Open Jobs Ltd may implement reasonable technical, organisational and administrative safeguards designed to protect the Platform from:

- unauthorised access;
- cyber threats;
- malware;
- system abuse;
- data loss;
- security incidents.

No online system can be guaranteed to be completely secure.

Users acknowledge and accept the inherent risks associated with internet-based services.

14.9 User Equipment and Connectivity

Users remain responsible for obtaining and maintaining:

- internet access;
- compatible devices;
- software requirements;
- communication services;
- cybersecurity protections;

required to access the Platform.

Open Jobs Ltd shall not be responsible for issues arising from User equipment or connectivity failures.

14.10 Technology Development

Open Jobs Ltd may:

- introduce new technologies;
- replace technologies;
- modify Platform architecture;
- redesign interfaces;
- upgrade infrastructure;
- implement new automation tools;
- deploy Artificial Intelligence Services;
- retire legacy systems.

Such actions may occur without creating an obligation to maintain previous versions indefinitely.

14.11 Feature Availability

Certain features, tools or Services may be:

- limited geographically;
- restricted by subscription level;
- restricted by regulatory requirements;
- restricted by user category;
- temporarily unavailable.

Open Jobs Ltd reserves the right to determine feature availability.

14.12 Data Backup and Recovery

Open Jobs Ltd may implement backup, recovery and disaster recovery procedures to support business continuity.

However, Open Jobs Ltd does not guarantee:

- preservation of all User Content;
- recovery of deleted information;
- uninterrupted access following technical incidents.

Users are encouraged to retain independent copies of important information.

14.13 Cybersecurity Incidents

Open Jobs Ltd may investigate and respond to:

- cybersecurity incidents;
- suspected attacks;
- unauthorised access attempts;
- data security concerns;
- service disruptions.

Open Jobs Ltd may take protective measures including temporary service restrictions where reasonably necessary.

14.14 Service Suspension

Open Jobs Ltd may temporarily suspend Services where necessary to:

- protect Platform integrity;
- perform maintenance;
- investigate incidents;
- comply with legal obligations;
- address security concerns;
- protect Users.

Such suspensions may occur with or without notice where reasonably necessary.

14.15 Limitation of Technology Liability

To the fullest extent permitted by law, Open Jobs Ltd shall not be liable for:

- service interruptions;

- downtime;
- software defects;
- internet failures;
- telecommunications failures;
- third-party provider failures;
- cybersecurity incidents beyond reasonable control;
- temporary unavailability of Services.

Nothing within this Article excludes liability that cannot legally be excluded under applicable law.

14.16 Reservation of Technology Rights

Open Jobs Ltd reserves the right to determine:

- Platform architecture;
- technology infrastructure;
- security requirements;
- feature availability;
- system configurations;
- operational procedures;
- development priorities.

Nothing within these Terms obliges Open Jobs Ltd to maintain any particular technology, feature, functionality or system indefinitely.

ARTICLE 15 — RECRUITMENT INTRODUCTIONS, WORKFORCE CONNECTIONS AND PLATFORM RELATIONSHIPS

15.1 Purpose

Open Nurses® facilitates workforce connections, recruitment activities, professional introductions, opportunity discovery and workforce engagement between Users.

This Article governs Introductions, workforce relationships, recruitment interactions and Platform-facilitated engagements.

15.2 Nature of Introductions

An Introduction occurs whenever a User becomes aware of, gains access to, receives information regarding, communicates with, identifies or engages with another User through the Platform or through activities connected with Open Nurses®.

Introductions may occur directly or indirectly.

15.3 Methods of Introduction

An Introduction may arise through:

- Candidate applications;
- CV transmission;
- profile visibility;
- database searches;
- Consultant activity;
- recommendations;
- referrals;
- messaging systems;
- recruitment campaigns;
- vacancy responses;

- workforce events;
 - networking activities;
 - workforce marketplace interactions;
 - advertising responses;
 - educational or training activities;
 - any other Platform-facilitated interaction.
-

15.4 Direct Introductions

A Direct Introduction includes circumstances where:

- a Candidate applies for an Opportunity;
- a CV is shared;
- profile information is disclosed;
- direct communication occurs between Users.

Direct Introductions may be recorded by Platform systems.

15.5 Indirect Introductions

An Indirect Introduction includes circumstances where:

- a Consultant identifies a Candidate;
- a referral occurs;
- an Employer receives Candidate information through Platform activity;
- a User becomes aware of a Candidate through Open Nurses® services.

An Introduction may exist even where direct communication has not yet occurred.

15.6 Consultant Introductions

Introductions facilitated by Consultants shall be recognised as Introductions made through Open Nurses®.

Consultant involvement may give rise to commercial rights, commissions, recruitment fees or other contractual obligations under separate agreements.

15.7 Opportunity Applications

Submission of an Application through the Platform shall constitute evidence that an Introduction has occurred.

Application records may be retained by Open Jobs Ltd for compliance, audit, dispute resolution and commercial purposes.

15.8 Workforce Marketplace Relationships

Open Nurses® functions as a Workforce Marketplace facilitating professional interactions.

Users acknowledge that:

- Open Jobs Ltd may facilitate introductions;
- Open Jobs Ltd may facilitate communications;
- Open Jobs Ltd may facilitate workforce engagement activities;
- Open Jobs Ltd may facilitate recruitment activities.

The Platform itself is not ordinarily a party to employment relationships created between Users.

15.9 Independent Relationships

Any employment, consultancy, educational, sponsorship, training or commercial relationship resulting from an Introduction shall exist solely between the relevant parties.

Open Jobs Ltd shall not be responsible for obligations arising between Users unless expressly agreed in writing.

15.10 Employer and Organisational Responsibility

Employers, Agencies, Educational Institutions and Publishers remain responsible for:

- candidate assessments;
- interviews;
- due diligence;
- compliance checks;
- safeguarding checks;
- hiring decisions;
- admissions decisions;
- contractual arrangements.

Open Jobs Ltd does not make such decisions.

15.11 Records of Introductions

Open Jobs Ltd may maintain records relating to:

- Applications;
- profile views;
- communications;

- Consultant activities;
- referrals;
- database access;
- recruitment interactions;
- workforce engagement activities.

Such records may be used for compliance, auditing, dispute resolution, service administration and commercial purposes.

15.12 Commercial Rights

Certain Introductions may give rise to:

- recruitment fees;
- subscription fees;
- service fees;
- commissions;
- referral fees;
- advertising charges;
- commercial obligations.

Such rights shall be governed by applicable agreements including Employer Agreements, Consultant Agreements, Subscription Agreements and related commercial documentation.

15.13 Anti-Circumvention Principle

Users shall not attempt to avoid legitimate commercial obligations arising from Platform-facilitated Introductions.

Prohibited conduct may include:

- bypassing Consultants;
- bypassing Platform processes;
- concealing hiring outcomes;
- avoiding agreed recruitment fees;
- avoiding agreed commissions;
- structuring arrangements to evade contractual obligations.

Open Jobs Ltd reserves the right to investigate suspected circumvention activity.

15.14 Associated Organisations

Where permitted by law and applicable agreements, an Introduction may be recognised where engagement occurs through:

- affiliated companies;
- parent organisations;
- subsidiary companies;
- associated businesses;
- related entities;
- successor organisations.

Further provisions may be contained within separate commercial agreements.

15.15 No Guarantee of Engagement

An Introduction does not guarantee:

- interviews;
- employment;
- admissions;
- sponsorship;
- commercial agreements;
- workforce placements;
- business opportunities.

Open Jobs Ltd makes no guarantee regarding outcomes arising from Introductions.

15.16 Disputes Regarding Introductions

Open Jobs Ltd may review records, communications, system logs and other relevant information when considering disputes relating to Introductions.

Open Jobs Ltd's records may be relied upon as evidence to the extent permitted by law.

15.17 Reservation of Rights

Open Jobs Ltd reserves the right to establish, modify, monitor and enforce Introduction-related procedures, commercial protections, workforce engagement processes and anti-circumvention measures.

Nothing within this Article limits any rights available under separate recruitment, subscription, consultant or commercial agreements.

ARTICLE 16 — SUBSCRIPTIONS, PAYMENTS AND BILLING PRINCIPLES

16.1 Purpose

Open Nurses® may offer free Services, paid Services, Subscription Services, Recruitment Services, Advertising Services, Consultant Services and other commercial products.

This Article establishes the general principles governing subscriptions, payments, billing and commercial transactions conducted through the Platform.

Specific commercial arrangements may be governed by separate agreements.

16.2 Free and Paid Services

Certain Services may be provided without charge.

Other Services may require:

- subscriptions;
- service fees;
- advertising fees;
- recruitment fees;
- consultant fees;
- platform fees;
- premium feature fees;
- commercial service fees.

Open Jobs Ltd reserves the right to determine which Services are free and which Services are paid.

16.3 Optional Candidate Services

Unless otherwise stated in writing:

- Candidates may create Accounts without payment;
- Candidates may search for Opportunities without payment;

- Candidates may apply for Opportunities without payment;
- Open Jobs Ltd does not charge Candidates recruitment fees for obtaining employment opportunities.

Optional premium services may be offered separately and remain entirely voluntary.

16.4 Subscription Services

Subscription Services may include:

- Employer subscriptions;
- premium visibility services;
- enhanced search tools;
- recruitment management tools;
- advertising packages;
- workforce marketplace tools;
- Artificial Intelligence Services;
- reporting services;
- communication tools;
- other premium functionality.

Subscription features may vary depending on the plan selected.

16.5 Pricing

Prices may be displayed through:

- the Platform;

- commercial proposals;
- quotations;
- invoices;
- subscription pages;
- separate agreements.

Open Jobs Ltd reserves the right to amend pricing at any time subject to applicable law and contractual commitments.

16.6 Taxes

Unless expressly stated otherwise:

- fees are exclusive of applicable taxes;
- VAT may apply;
- Users remain responsible for applicable taxes, duties and governmental charges.

Tax treatment may vary depending on jurisdiction.

16.7 Payment Methods

Payments may be collected through:

- debit cards;
- credit cards;
- direct debit arrangements;
- bank transfers;
- payment gateways;

- digital payment solutions;
- other approved payment methods.

Users authorise Open Jobs Ltd and its payment providers to process authorised payments.

16.8 Recurring Billing

Where Subscription Services operate on a recurring basis:

- charges may recur automatically;
- billing cycles may renew automatically;
- payments may continue until cancellation or termination;
- Users remain responsible for ensuring valid payment methods remain available.

Further details may be provided in subscription-specific terms.

16.9 Failed Payments

Where payment cannot be successfully processed, Open Jobs Ltd may:

- retry payment collection;
- suspend Services;
- restrict access;
- downgrade subscriptions;
- terminate access to paid Services;
- pursue recovery of outstanding sums.

Users remain responsible for amounts lawfully due.

16.10 Refunds

Refund eligibility shall be determined in accordance with:

- applicable law;
- subscription terms;
- service-specific agreements;
- refund policies published by Open Jobs Ltd.

Unless otherwise required by law, fees paid may be non-refundable.

16.11 Promotional Offers

Open Jobs Ltd may offer:

- discounts;
- promotional pricing;
- trial periods;
- introductory offers;
- incentive programmes.

Promotional offers may be withdrawn, modified or discontinued at any time unless otherwise agreed.

16.12 Billing Disputes

Users must promptly notify Open Jobs Ltd of any billing concern.

Open Jobs Ltd may:

- investigate billing disputes;

- review transaction records;
- request supporting information;
- determine appropriate corrective action.

Failure to raise concerns within a reasonable period may affect available remedies.

16.13 Chargebacks and Payment Reversals

Users shall not initiate unjustified chargebacks, payment reversals or payment disputes.

Where Open Jobs Ltd reasonably believes a payment dispute is abusive or fraudulent, it may:

- suspend access;
 - restrict Services;
 - recover losses;
 - recover administrative costs;
 - pursue legal remedies.
-

16.14 Commercial Recovery Rights

Open Jobs Ltd reserves the right to recover:

- unpaid fees;
- outstanding subscriptions;
- recruitment fees;
- consultant fees;
- advertising fees;

- collection costs;
- reasonable legal costs where permitted by law.

Recovery may occur through legal, administrative or commercial means.

16.15 Service Suspension for Non-Payment

Open Jobs Ltd may suspend or restrict access to Services where:

- invoices remain unpaid;
- subscription payments fail;
- payment disputes arise;
- fraud is suspected;
- commercial obligations remain outstanding.

Suspension shall not waive any payment obligation.

16.16 Future Commercial Services

Open Nurses® may introduce new paid Services including:

- workforce marketplace services;
- Artificial Intelligence Services;
- workforce analytics;
- recruitment technology products;
- educational services;
- commercial partnerships;
- advertising solutions;

- premium workforce engagement tools.

Such Services may be subject to separate terms.

16.17 No Guarantee of Commercial Outcomes

Payment for a Service does not guarantee:

- employment;
- hiring outcomes;
- candidate availability;
- business growth;
- sponsorship outcomes;
- recruitment success;
- commercial success.

Services are intended to assist Users but outcomes remain dependent on factors beyond the reasonable control of Open Jobs Ltd.

16.18 Reservation of Commercial Rights

Open Jobs Ltd reserves the right to:

- establish pricing structures;
- introduce new subscription models;
- amend commercial offerings;
- modify billing arrangements;
- discontinue products or services;

- establish eligibility requirements for paid Services.

Nothing in this Article obliges Open Jobs Ltd to continue offering any particular subscription, product or commercial service indefinitely.

ARTICLE 17 — SUSPENSION, ENFORCEMENT, INVESTIGATIONS AND PLATFORM GOVERNANCE

17.1 Purpose

Open Nurses® is committed to maintaining a secure, professional, lawful and trustworthy environment for all Users.

This Article establishes Open Jobs Ltd's rights relating to enforcement, investigations, account restrictions, service suspensions and governance of the Platform.

17.2 Enforcement Authority

Open Jobs Ltd may take enforcement action where reasonably necessary to:

- protect Platform integrity;
- protect Users;
- maintain security;
- enforce these Terms;
- investigate complaints;
- prevent fraud;
- prevent misuse;
- comply with legal obligations;
- protect commercial interests.

Enforcement decisions may be made at Open Jobs Ltd's reasonable discretion.

17.3 Grounds for Enforcement Action

Enforcement action may occur where:

- inaccurate information is supplied;
- fraud is suspected;
- Platform policies are breached;
- unlawful conduct is identified;
- security concerns arise;
- payment obligations remain outstanding;
- intellectual property rights are infringed;
- safeguarding concerns arise;
- regulatory concerns are identified;
- commercial circumvention is suspected.

The list above is not exhaustive.

17.4 Types of Enforcement Action

Open Jobs Ltd may take one or more of the following actions:

- warnings;
- content removal;
- feature restrictions;
- temporary account suspension;
- permanent account termination;

- payment restrictions;
- service limitations;
- additional verification requirements;
- removal of Opportunities;
- removal of User Content;
- refusal of Services;
- commercial recovery actions;
- legal proceedings.

Open Jobs Ltd may determine the appropriate action based upon the circumstances.

17.5 Immediate Suspension

Open Jobs Ltd may suspend access immediately and without prior notice where:

- fraud is suspected;
- serious misconduct is identified;
- safeguarding concerns arise;
- security threats are identified;
- legal obligations require action;
- Platform integrity may be compromised;
- serious breaches of these Terms occur.

Such suspension may remain in place while investigations are conducted.

17.6 Investigations

Open Jobs Ltd may investigate:

- complaints;
- fraud allegations;
- misuse of Services;
- data misuse;
- intellectual property concerns;
- payment disputes;
- recruitment disputes;
- commercial circumvention activities;
- safeguarding concerns;
- security incidents.

Users agree to cooperate reasonably with investigations.

17.7 Requests for Information

As part of an investigation, Open Jobs Ltd may request:

- clarification;
- supporting documents;
- verification information;
- explanations;
- evidence;
- compliance information.

Failure to cooperate may result in restrictions or suspension.

17.8 Monitoring and Review

Open Jobs Ltd may review and monitor:

- User Content;
- account activity;
- Applications;
- communications facilitated through the Platform;
- system activity;
- transaction records;
- usage patterns.

Such monitoring may occur for security, compliance, service administration, audit and enforcement purposes.

17.9 Regulatory and Law Enforcement Cooperation

Open Jobs Ltd may cooperate with:

- courts;
- tribunals;
- regulators;
- professional bodies;
- law enforcement agencies;
- government authorities;

- safeguarding authorities;
- data protection authorities.

Information may be disclosed where required by law or reasonably necessary to protect the Platform, Users or the public.

17.10 Preservation of Records

Open Jobs Ltd may preserve:

- account records;
- transaction records;
- communication records;
- verification records;
- audit logs;
- investigation records;
- enforcement records.

Records may be retained for legal, compliance, audits.

TERMS AND CONDITIONS -VOLUME 2- Employer Services, Recruitment & Subscription Agreement

ARTICLE 1 — DEFINITIONS AND INTERPRETATION

1.1 Purpose of Definitions

The definitions contained within this Agreement apply throughout this Employer Subscription + Recruitment Services Agreement, all related schedules, fee frameworks, order forms, recruitment service agreements, subscription plans, commercial proposals, invoices and associated documentation issued by Open Jobs Ltd.

These definitions are intended to provide consistency, legal certainty and commercial clarity in the interpretation and administration of Employer Services.

1.2 Definitions

Agreement

Agreement means this Employer Subscription + Recruitment Services Agreement, including all schedules, fee schedules, order forms, commercial terms and related documents incorporated by reference.

Authorised User

Authorised User means any employee, officer, consultant, contractor, recruiter, administrator or representative authorised by an Employer to access Employer Services.

The Employer remains responsible for all activities undertaken by its Authorised Users.

Candidate

Candidate means any individual who is:

- introduced;
- referred;
- sourced;
- identified;
- submitted;
- recommended;
- visible through the Platform;
- applying through the Platform;

- participating in recruitment activities;

through Open Nurses®.

Commercial Agreement

Commercial Agreement means any signed agreement, proposal, quotation, order form, statement of work, fee schedule, invoice or other commercial arrangement entered into between Open Jobs Ltd and an Employer.

Consultant

Consultant means an independent recruitment consultant, sourcing specialist, workforce advisor, account manager, authorised contractor, introducer, referral partner or service provider engaged by Open Jobs Ltd.

Employer

Employer means any organisation, NHS body, healthcare provider, hospital, clinic, care provider, nursing home, residential home, supported living provider, domiciliary care provider, pharmacy, dental practice, recruitment agency, staffing business, educational institution, training provider, charity, public authority or other organisation using Employer Services.

Employer Account

Employer Account means the organisational account created for access to Employer Services.

Employer Services

Employer Services means all services supplied to Employers through Open Nurses®, including:

- subscription services;
- vacancy publication;
- candidate access;
- employer branding;
- recruitment services;
- consultant support;
- advertising services;
- workforce solutions;
- talent sourcing;
- communication tools;
- reporting tools;
- Artificial Intelligence Services.

Introduction

Introduction means any direct or indirect activity resulting in an Employer becoming aware of, receiving information about, communicating with, considering, assessing or engaging a Candidate.

An Introduction may arise through:

- candidate applications;
- CV submissions;
- profile visibility;
- consultant activity;
- referrals;

- messaging systems;
 - recruitment campaigns;
 - database access;
 - workforce marketplace activity;
 - any other recruitment-related interaction facilitated through Open Nurses®.
-

Opportunity

Opportunity means any employment position, temporary role, permanent role, agency assignment, contract engagement, consultancy engagement, apprenticeship, internship, placement, sponsorship opportunity, educational opportunity or workforce-related engagement published through the Platform.

Placement

Placement means any engagement of a Candidate by an Employer, whether by:

- permanent employment;
- temporary employment;
- contract engagement;
- consultancy;
- agency assignment;
- locum engagement;
- self-employed arrangement;
- outsourced engagement;
- any substantially similar arrangement.

Recruitment Services

Recruitment Services means services involving sourcing, identifying, introducing, coordinating, supporting or facilitating recruitment, employment or workforce placement activities.

Subscription Plan

Subscription Plan means any free, paid, recurring, enterprise or custom Employer access package made available through Open Nurses®.

Vacancy

Vacancy means any workforce requirement, role, opportunity, contract, assignment or position advertised through Employer Services.

1.3 Interpretation

Unless the context requires otherwise:

- a. words in the singular include the plural and vice versa;
- b. references to one gender include all genders;
- c. references to Employers include Agencies, Publishers and authorised organisations where applicable;
- d. references to Open Nurses® include Open Jobs Ltd acting through the Platform;
- e. references to legislation include amendments, replacements and successor legislation;
- f. references to writing include electronic communications;
- g. the words "including", "includes" and "in particular" mean "including without limitation";

h. headings are for convenience only and shall not affect interpretation.

1.4 Relationship With Volume 1

This Agreement forms part of the Open Nurses® legal framework.

Where a matter is not specifically addressed within this Agreement, Volume 1 — Master Terms of Service shall apply.

1.5 Order of Precedence

Where a conflict exists, the following order shall apply:

1. Signed Commercial Agreement;
 2. Order Form or Statement of Work;
 3. Recruitment Fee Schedule;
 4. This Agreement;
 5. Volume 1 — Master Terms of Service;
 6. Supporting Policies and Guidance.
-

1.6 Reserved Rights

All rights not expressly granted under this Agreement remain reserved by Open Jobs Ltd.

Nothing in this Agreement transfers ownership of the Platform, technology, databases, trademarks, recruitment systems, business processes or Intellectual Property belonging to Open Jobs Ltd.

ARTICLE 2 — PARTIES, AUTHORITY AND AGREEMENT FORMATION

2.1 Contracting Entity

Open Nurses® is operated by Open Jobs Ltd.

Unless expressly stated otherwise in writing, all Employer Services, Subscription Services, Recruitment Services, Advertising Services and related commercial services are supplied by Open Jobs Ltd.

2.2 Agreement Formation

This Agreement becomes legally binding upon the earliest occurrence of:

- a. acceptance of this Agreement;
- b. creation of an Employer Account;
- c. publication of a Vacancy;
- d. purchase of a Subscription Plan;
- e. acceptance of an Order Form;
- f. receipt of Recruitment Services;
- g. receipt of a Candidate Introduction;
- h. continued use of Employer Services.

2.3 Authority to Bind

The individual accepting this Agreement warrants that they possess full authority to:

- bind the Employer;
- approve payments;
- authorise recruitment activity;
- enter into commercial arrangements.

The Employer shall remain bound by actions taken by its authorised representatives.

2.4 Electronic Acceptance

Electronic acceptance, electronic signatures, click-through acceptance, account activation and digital confirmations shall have the same legal effect as handwritten signatures to the fullest extent permitted by law.

2.5 Relationship with Volume 1

This Agreement supplements Volume 1 — Master Terms of Service.

Where a matter is not specifically addressed in this Agreement, Volume 1 shall apply.

2.6 Order of Precedence

Where a conflict arises, the following order shall apply:

1. Signed Commercial Agreement;
2. Order Form or Statement of Work;
3. Recruitment Fee Schedule;
4. This Agreement;
5. Volume 1 — Master Terms of Service;
6. Supporting Policies.

ARTICLE 3 — EMPLOYER ELIGIBILITY, VERIFICATION AND COMPLIANCE

3.1 Eligibility

Employers must:

- operate lawfully;
- possess authority to recruit;
- possess authority to publish Vacancies;
- comply with employment legislation;
- comply with immigration legislation;
- comply with equality legislation;

- comply with safeguarding obligations.

3.2 Verification Rights

Open Jobs Ltd may verify:

- company registration details;
- trading status;
- registered addresses;
- billing information;
- sponsorship status;
- regulatory registrations;
- identity information;
- authorised representatives.

3.3 Sponsor Licence Compliance

Where an Employer holds or seeks to hold a sponsor licence, the Employer remains solely responsible for:

- sponsor licence compliance;
- reporting duties;
- Right to Work checks;
- immigration obligations;
- Home Office compliance.

Open Jobs Ltd does not assume sponsor responsibilities.

3.4 Equality and Fair Recruitment

Employers must conduct recruitment activities in accordance with applicable equality and anti-discrimination laws.

3.5 Ongoing Accuracy

Employers shall promptly notify Open Jobs Ltd of material changes affecting:

- company status;
- ownership;
- contact information;
- sponsorship status;
- recruitment authority.

3.6 Right to Refuse Access

Open Jobs Ltd may refuse, restrict or suspend access where:

- verification fails;
- legal concerns arise;
- fraud is suspected;
- commercial risk exists;
- Platform integrity may be affected.

ARTICLE 4 — SUBSCRIPTION FRAMEWORK

4.1 Employer Subscription Services

Open Nurses® may offer subscription services including:

- vacancy publication;
- employer branding;
- candidate access;
- messaging tools;
- workforce analytics;
- consultant support;
- advertising services;
- Artificial Intelligence Services.

4.2 Subscription Access Rights

Subscriptions grant limited, non-exclusive, revocable access rights.

No ownership rights are transferred.

4.3 Subscription Plans

Open Jobs Ltd may offer:

- Employer Free Access;
- Employer Growth;
- Employer Premium;
- Enterprise Services;
- Custom Commercial Plans.

Plan names and features may change.

4.4 Activation

Subscriptions may activate upon:

- successful payment;
- contract execution;
- written confirmation;
- account activation.

4.5 Renewals

Subscriptions may renew automatically unless otherwise agreed or cancelled in accordance with applicable terms.

4.6 Upgrades and Downgrades

Open Jobs Ltd may permit:

- plan upgrades;
- plan downgrades;
- plan migrations;

subject to applicable commercial rules.

4.7 Service Availability

Subscriptions do not guarantee:

- candidate availability;

- application volumes;
- hiring outcomes;
- recruitment success.

4.8 Changes to Subscription Services

Open Jobs Ltd may:

- modify features;
- improve services;
- retire products;
- introduce new functionality;

provided such changes are consistent with applicable law and contractual obligations.

ARTICLE 5 — EMPLOYER DASHBOARD, ACCESS RIGHTS AND PLATFORM TOOLS

5.1 Purpose

Open Nurses® may provide Employers with access to an Employer Dashboard and related digital tools designed to support recruitment, workforce management, candidate engagement, employer branding and subscription administration.

Access to dashboard functionality may vary depending upon Subscription Plans, Recruitment Services, Commercial Agreements and Platform configuration.

5.2 Employer Dashboard Access

The Employer Dashboard may include:

- vacancy creation and management;
- applicant tracking;

- candidate communication tools;
- employer profile management;
- subscription management;
- billing administration;
- recruitment analytics;
- consultant communications;
- workforce reporting;
- Artificial Intelligence Services;
- recruitment workflow tools.

Available functionality may change from time to time.

5.3 Access Licence

Open Jobs Ltd grants Employers a limited, non-exclusive, non-transferable and revocable licence to access and use Employer Services for legitimate business purposes.

No ownership rights are transferred to the Employer.

5.4 Authorised Users

Employers may permit Authorised Users to access Employer Services.

The Employer remains responsible for:

- account activity;
- permissions management;
- authorised access;

- actions of Authorised Users;
- compliance with this Agreement.

Employers shall ensure that access is limited to individuals with legitimate business purposes.

5.5 Account Security

Employers must:

- maintain secure credentials;
- implement appropriate access controls;
- protect passwords and authentication methods;
- promptly remove access for former employees, contractors or representatives;
- notify Open Jobs Ltd of security concerns.

Open Jobs Ltd may suspend access where security concerns arise.

5.6 Candidate Access Rights

Access to Candidate information may depend upon:

- subscription level;
- recruitment service scope;
- candidate permissions;
- privacy settings;
- compliance requirements;
- commercial arrangements.

Open Jobs Ltd reserves the right to determine access levels and visibility controls.

5.7 Communications Tools

The Platform may provide communication functionality including:

- messaging tools;
- interview coordination tools;
- notification systems;
- candidate communications;
- consultant communications.

Employers agree to use communication tools professionally, lawfully and in accordance with applicable laws.

5.8 Artificial Intelligence and Automated Tools

Open Nurses® may provide Artificial Intelligence Services and automated recruitment tools including:

- candidate recommendations;
- matching technologies;
- recruitment analytics;
- workforce insights;
- automated communications.

Such tools are intended to assist recruitment activities and do not replace independent human judgement.

Employers remain solely responsible for recruitment decisions.

5.9 Platform Usage Restrictions

Employers shall not:

- share dashboard access without authorisation;
- permit unauthorised access;
- reverse engineer Platform functionality;
- interfere with Platform operations;
- attempt to bypass security controls;
- misuse candidate information;
- use Platform tools for unlawful purposes.

5.10 Candidate Database Restrictions

Unless expressly authorised in writing, Employers shall not:

- scrape candidate data;
- harvest candidate information;
- create private databases from Platform information;
- sell candidate information;
- distribute candidate information to third parties;
- use candidate information for purposes unrelated to legitimate recruitment activities.

Candidate information remains subject to applicable privacy laws and Platform policies.

5.11 Employer Branding Tools

Employers may be provided with tools allowing publication of:

- company information;
- logos;
- workplace information;
- organisational branding;
- recruitment campaigns;
- promotional content.

Employers warrant that they possess all rights necessary to publish such materials.

5.12 Monitoring and System Administration

Open Jobs Ltd may monitor Platform activity for:

- security purposes;
- compliance purposes;
- service administration;
- fraud prevention;
- system optimisation;
- audit purposes.

Monitoring may include account activity, system logs and service usage information.

5.13 Service Availability

Open Jobs Ltd aims to provide reliable access to Employer Services but does not guarantee:

- uninterrupted availability;
- continuous access;
- error-free functionality;
- permanent availability of specific features.

Temporary interruptions may occur due to maintenance, upgrades, security requirements or circumstances beyond reasonable control.

5.14 Suspension of Access

Open Jobs Ltd may suspend or restrict access where:

- security concerns arise;
- misuse is suspected;
- payment obligations remain outstanding;
- verification requirements remain incomplete;
- legal obligations require intervention.

5.15 Reservation of Rights

Open Jobs Ltd reserves the right to:

- modify dashboard functionality;
- add new tools;
- remove tools;
- redesign interfaces;
- introduce new technologies;

- establish usage limits;
- determine access rights.

Nothing within this Agreement obliges Open Jobs Ltd to maintain any particular dashboard feature or functionality indefinitely.

ARTICLE 6 — VACANCY PUBLICATION RULES, ADVERTISING STANDARDS AND EMPLOYER CONTENT

6.1 Purpose

Open Nurses® provides Employers with the ability to publish Vacancies, workforce opportunities, recruitment campaigns and employer branding content.

This Article establishes the standards governing Vacancy publication, recruitment advertising and Employer-generated content.

6.2 Vacancy Standards

Employers must ensure that all Vacancies published through the Platform are:

- genuine;
- lawful;
- accurate;
- professionally presented;
- non-misleading;
- reasonably current;
- compliant with applicable laws and regulations.

Employers remain solely responsible for Vacancy content.

6.3 Required Vacancy Information

Where applicable, Vacancy advertisements should accurately describe:

- job title;
- responsibilities;
- location;
- employment type;
- working hours;
- qualifications required;
- experience requirements;
- salary or pay information where appropriate;
- sponsorship availability where applicable;
- application process.

Employers must ensure information remains accurate throughout the publication period.

6.4 Prohibited Vacancy Content

Employers shall not publish Vacancies that:

- are fraudulent;
- are misleading;
- contain false information;
- promote unlawful activities;
- discriminate unlawfully;
- misrepresent sponsorship availability;

- improperly collect personal information;
- violate Intellectual Property rights;
- breach applicable laws.

Open Jobs Ltd may remove such content immediately without notice.

6.5 Equal Opportunities and Non-Discrimination

Employers must ensure that Vacancies comply with applicable equality legislation.

Vacancies must not unlawfully discriminate on the basis of:

- age;
- disability;
- race;
- ethnicity;
- religion or belief;
- sex;
- sexual orientation;
- pregnancy or maternity;
- marital status;
- gender reassignment;
- any other protected characteristic recognised by law.

6.6 Sponsorship and Immigration Statements

Where a Vacancy references:

- sponsorship;
- Skilled Worker opportunities;
- Health and Care Worker sponsorship;
- visa support;
- relocation assistance;
- immigration pathways;

the Employer remains solely responsible for the accuracy of such information.

Open Jobs Ltd does not guarantee sponsorship availability, sponsorship approval or immigration eligibility.

6.7 Salary and Benefits Information

Where salary, benefits or compensation details are provided, Employers warrant that such information is:

- accurate;
- current;
- presented in good faith;
- compliant with applicable laws.

Employers remain responsible for all remuneration-related commitments.

6.8 Employer Branding Content

Employers may publish:

- logos;

- company profiles;
- workplace images;
- promotional materials;
- organisational information;
- recruitment campaigns.

Employers warrant that they possess all rights necessary to use such content.

6.9 Vacancy Moderation

Open Jobs Ltd reserves the right to:

- review Vacancies;
- moderate content;
- reject advertisements;
- amend formatting;
- request clarification;
- remove content;
- suspend publication.

Moderation does not constitute legal approval, endorsement or verification of Vacancy content.

6.10 Publication Periods

Open Jobs Ltd may:

- establish publication periods;
- archive expired Vacancies;

- remove inactive listings;
- impose posting limits;
- determine advertisement visibility.

Publication periods may vary depending on Subscription Plans and Recruitment Services.

6.11 Candidate Applications

Publication of a Vacancy does not guarantee:

- applications;
- interviews;
- candidate availability;
- successful hires;
- recruitment outcomes.

Open Jobs Ltd makes no representation regarding the volume or quality of applications received.

6.12 Third-Party and Group Opportunities

Employers must not publish opportunities on behalf of another organisation unless they possess lawful authority to do so.

Where opportunities are published for:

- parent companies;
- subsidiaries;
- group organisations;

- clients;
- partner organisations;

the Employer warrants that it possesses appropriate authority.

6.13 Data Collection Restrictions

Vacancies must not be used to:

- harvest candidate information;
- collect personal data unnecessarily;
- redirect applicants to unlawful services;
- conduct marketing unrelated to recruitment;
- circumvent Platform processes.

Open Jobs Ltd may remove content that appears designed for such purposes.

6.14 Removal and Suspension Rights

Open Jobs Ltd may remove, suspend or restrict Vacancies where:

- legal concerns arise;
- complaints are received;
- verification concerns exist;
- fraud is suspected;
- Platform integrity may be affected;
- this Agreement is breached.

Removal of a Vacancy does not affect any accrued commercial obligations.

6.15 Reservation of Rights

Open Jobs Ltd reserves the right to establish, modify and enforce Vacancy publication standards, advertising rules, moderation procedures and content requirements at any time.

Nothing within this Agreement obliges Open Jobs Ltd to publish, maintain or continue displaying any Vacancy, advertisement or Employer content indefinitely.

ARTICLE 7 — SUBSCRIPTION CHARGES, BILLING, RENEWALS AND PAYMENT TERMS

7.1 Purpose

This Article governs subscription charges, billing arrangements, payment obligations, renewals, pricing structures and related financial matters concerning Employer Services provided through Open Nurses®.

Employers agree to pay all applicable charges associated with the services selected.

7.2 Subscription Charges

Employer Services may be provided under:

- free access plans;
- monthly subscriptions;
- annual subscriptions;
- enterprise agreements;
- custom commercial arrangements;
- recruitment service agreements;
- advertising packages;
- consultant-supported recruitment services.

Applicable fees shall be communicated through the Platform, quotations, invoices, proposals, order forms or separate commercial agreements.

7.3 Pricing Structure

Charges may include:

- subscription fees;
- recruitment fees;
- advertising fees;
- campaign fees;
- featured vacancy fees;
- consultant service fees;
- enterprise service charges;
- technology service fees;
- additional commercial service charges.

Open Jobs Ltd reserves the right to establish and modify pricing structures in accordance with this Agreement.

7.4 Billing Cycles

Billing may occur:

- monthly;
- quarterly;
- annually;
- per campaign;

- per vacancy;
- per recruitment project;
- under custom commercial arrangements.

Billing cycles shall be specified before charges become payable.

7.5 Payment Authorisation

The Employer authorises Open Jobs Ltd and its authorised payment providers to collect amounts due through approved payment methods.

Payment methods may include:

- debit cards;
- credit cards;
- bank transfers;
- direct debit arrangements;
- approved payment gateways;
- recurring payment facilities.

7.6 Subscription Activation

Subscription Services may become active upon:

- a. successful payment;
- b. execution of a Commercial Agreement;
- c. acceptance of an Order Form;
- d. written confirmation from Open Jobs Ltd;

e. activation through the Platform.

7.7 Automatic Renewals

Unless expressly agreed otherwise:

- subscriptions may renew automatically;
- billing may continue automatically;
- access may remain active until cancellation or termination.

The Employer remains responsible for managing subscription renewal preferences.

7.8 Cancellation

Employers may cancel subscriptions in accordance with:

- subscription terms;
- notice requirements;
- commercial agreements;
- applicable law.

Cancellation shall not affect charges already incurred prior to the effective cancellation date.

7.9 Pricing Changes

Open Jobs Ltd may amend subscription pricing, service fees or commercial charges.

Where required by law or contract, reasonable notice shall be provided before revised pricing takes effect.

Revised pricing shall normally apply to future billing periods.

7.10 Invoices

Invoices may include:

- invoice numbers;
- service descriptions;
- billing periods;
- tax information;
- payment references;
- payment due dates.

Invoices may be issued electronically.

7.11 Payment Due Dates

Unless otherwise agreed:

- subscription fees are payable in advance;
- invoices are payable by the due date stated;
- recruitment fees become payable upon agreed fee trigger events;
- enterprise agreements shall follow agreed commercial terms.

7.12 Failed Payments

Where payments cannot be processed, Open Jobs Ltd may:

- retry payment collection;

- request alternative payment methods;
- suspend services;
- restrict access;
- downgrade subscriptions;
- terminate access to paid services.

Employers remain responsible for all amounts lawfully due.

7.13 Late Payments

Where payments remain overdue, Open Jobs Ltd may:

- suspend access;
- restrict functionality;
- pause recruitment services;
- withhold candidate introductions;
- recover outstanding amounts;
- pursue contractual remedies.

Open Jobs Ltd may also charge statutory interest and reasonable recovery costs where permitted by applicable law.

7.14 Taxes

Unless expressly stated otherwise:

- fees are exclusive of applicable taxes;
- VAT may be charged where applicable;

- Employers remain responsible for applicable taxes, duties and governmental charges.

7.15 Billing Disputes

Employers must raise billing concerns promptly.

A billing dispute should include:

- invoice references;
- disputed amounts;
- supporting documentation;
- reasons for the dispute.

Undisputed portions of invoices remain payable.

7.16 Chargebacks and Payment Reversals

Employers shall not initiate unjustified chargebacks, payment reversals or payment disputes.

Where Open Jobs Ltd reasonably believes that a payment dispute is abusive, fraudulent or improper, it may:

- suspend services;
- recover losses;
- recover administrative costs;
- restrict future access;
- pursue legal remedies.

7.17 Credits, Discounts and Promotions

Open Jobs Ltd may offer:

- promotional pricing;
- discounts;
- service credits;
- trial periods;
- introductory offers;
- loyalty programmes.

Unless expressly stated otherwise:

- promotions may be withdrawn;
- credits are non-transferable;
- credits hold no cash value.

7.18 No Guarantee of Outcomes

Payment of any fee does not guarantee:

- candidate applications;
- interviews;
- placements;
- recruitment success;
- workforce availability;
- business growth;
- sponsorship outcomes.

Open Jobs Ltd provides services and tools but cannot guarantee commercial outcomes.

7.19 Suspension for Non-Payment

Open Jobs Ltd may suspend, restrict or terminate Employer Services where:

- invoices remain unpaid;
- payment methods fail;
- payment disputes arise;
- fraud is suspected;
- commercial obligations remain outstanding.

Such action shall not waive payment obligations.

7.20 Reservation of Commercial Rights

Open Jobs Ltd reserves the right to:

- establish pricing structures;
- introduce new subscription models;
- modify billing procedures;
- create enterprise arrangements;
- introduce new paid services;
- discontinue commercial offerings.

Nothing in this Agreement obliges Open Jobs Ltd to continue any particular pricing model, subscription plan or commercial service indefinitely.

ARTICLE 8 — RECRUITMENT SERVICE SCOPE AND SERVICE DELIVERY FRAMEWORK

8.1 Purpose

Open Nurses® may provide Recruitment Services, workforce solutions, sourcing support, consultant-assisted hiring, advertising services and related recruitment support to Employers.

This Article defines the scope, limitations and delivery framework of Recruitment Services supplied by Open Jobs Ltd.

8.2 Recruitment Services

Recruitment Services may include:

- vacancy promotion;
- candidate sourcing;
- candidate introductions;
- consultant-assisted hiring;
- workforce advertising;
- employer branding;
- applicant management support;
- candidate coordination;
- interview scheduling assistance;
- recruitment administration;
- workforce engagement campaigns;
- talent attraction services;
- international recruitment support;
- healthcare workforce recruitment solutions.

Service availability may vary depending upon subscription level, commercial agreements and operational requirements.

8.3 Service Delivery Methods

Recruitment Services may be delivered through:

- the Open Nurses® Platform;
- Employer Dashboards;
- Consultants;
- account managers;
- communication systems;
- advertising campaigns;
- digital marketing channels;
- workforce databases;
- Artificial Intelligence Services;
- other service delivery methods determined by Open Jobs Ltd.

8.4 Managed Recruitment Services

Where agreed, Open Jobs Ltd may provide managed recruitment support which may include:

- workforce planning discussions;
- vacancy consultations;
- sourcing strategies;
- candidate coordination;
- recruitment workflow support;

- communication management;
- interview administration.

Managed services do not transfer recruitment responsibility from the Employer.

8.5 Consultant-Assisted Hiring

Open Jobs Ltd may allocate Consultants to support recruitment activities.

Consultants may assist with:

- sourcing activities;
- candidate engagement;
- communications;
- vacancy administration;
- recruitment coordination;
- service delivery support.

The scope of Consultant involvement may vary.

8.6 Candidate Introductions

Recruitment Services may result in Candidate Introductions through:

- applications;
- searches;
- recommendations;
- sourcing activities;
- consultant engagement;

- referrals;
- advertising campaigns;
- employer discovery tools.

Introduction-related rights shall be governed by this Agreement and any applicable commercial arrangements.

8.7 Artificial Intelligence and Recruitment Technology

Open Nurses® may utilise:

- Artificial Intelligence Services;
- candidate matching systems;
- recommendation engines;
- workforce analytics tools;
- automation technologies.

Such systems are intended to support recruitment activities and shall not be interpreted as recruitment decisions, suitability assessments or employment recommendations.

Employers remain solely responsible for recruitment decisions.

8.8 Employer Decision-Making Responsibility

Employers remain solely responsible for:

- candidate assessments;
- interviews;
- reference checks;

- background checks;
- Right to Work checks;
- safeguarding checks;
- sponsorship decisions;
- employment offers;
- onboarding activities;
- employment contracts.

Open Jobs Ltd does not make hiring decisions on behalf of Employers.

8.9 Candidate Independence

Candidates remain independent individuals.

Nothing within Recruitment Services:

- guarantees candidate availability;
- creates ownership rights over Candidates;
- restricts lawful employment rights;
- guarantees acceptance of employment offers.

8.10 No Exclusivity

Unless expressly agreed in writing:

- Employers remain free to recruit through other channels;
- Candidates remain free to pursue opportunities elsewhere;
- Open Jobs Ltd remains free to provide services to other organisations.

No exclusivity shall arise by implication.

8.11 No Guarantee of Recruitment Outcomes

Open Jobs Ltd does not guarantee:

- applications;
- interviews;
- hires;
- placements;
- candidate acceptance;
- retention outcomes;
- workforce availability;
- sponsorship approvals;
- recruitment success.

Recruitment outcomes depend upon factors outside the reasonable control of Open Jobs Ltd.

8.12 Service Modifications

Open Jobs Ltd may:

- expand Recruitment Services;
- modify service delivery methods;
- introduce new recruitment technologies;
- redesign recruitment workflows;

- replace service components;
- discontinue specific recruitment products.

Such changes may occur as part of normal business operations.

8.13 International Recruitment Services

Where international recruitment support is provided:

- immigration decisions remain the responsibility of relevant authorities;
- sponsorship decisions remain the responsibility of Employers;
- visa decisions remain outside the control of Open Jobs Ltd;
- qualification recognition remains the responsibility of relevant regulators and authorities.

Open Jobs Ltd does not guarantee immigration, sponsorship or registration outcomes.

8.14 Third-Party Service Providers

Recruitment Services may involve:

- advertising partners;
- technology providers;
- communication providers;
- verification providers;
- workforce partners;
- Consultants;
- service contractors.

Open Jobs Ltd may utilise such providers to support service delivery.

8.15 Reservation of Recruitment Rights

Open Jobs Ltd reserves the right to:

- determine recruitment methodologies;
- allocate Consultants;
- establish service delivery procedures;
- modify recruitment processes;
- prioritise service resources;
- determine operational requirements.

Nothing in this Agreement obliges Open Jobs Ltd to provide any specific recruitment methodology, service model or sourcing strategy unless expressly agreed in writing.

ARTICLE 9 — CANDIDATE INTRODUCTIONS AND PROTECTED INTRODUCTION RIGHTS

9.1 Purpose

Open Nurses® facilitates workforce connections between Employers and Candidates through technology, recruitment services, consultant-assisted hiring, advertising services and workforce engagement activities.

This Article establishes the rules governing Candidate Introductions, protected introductions, commercial rights and anti-circumvention protections.

9.2 Definition of an Introduction

For the purposes of this Agreement, an Introduction occurs when Open Jobs Ltd, Open Nurses®, an authorised Consultant, Platform functionality or authorised representative directly or indirectly causes an Employer to become aware of a Candidate.

An Introduction may occur regardless of whether direct communication subsequently takes place.

9.3 Methods of Introduction

An Introduction may arise through:

- Candidate Applications;
- CV submissions;
- profile visibility;
- candidate recommendations;
- Consultant activity;
- recruitment campaigns;
- database searches;
- messaging systems;
- referral programmes;
- employer discovery tools;
- workforce events;
- advertising responses;
- talent sourcing activities;
- any other recruitment-related activity facilitated by Open Nurses®.

9.4 Direct Introductions

A Direct Introduction includes circumstances where:

- a Candidate applies to an Employer;

- a CV is transmitted;
- profile information is disclosed;
- interviews are arranged;
- direct communications occur through Open Nurses®.

9.5 Indirect Introductions

An Indirect Introduction includes circumstances where:

- a Consultant identifies a Candidate;
- an Employer discovers a Candidate through Platform visibility;
- a Candidate is recommended through recruitment activity;
- awareness arises through Open Nurses® services.

An Introduction may exist even where the Employer and Candidate do not initially communicate directly.

9.6 Consultant Introductions

Introductions facilitated by Consultants shall be treated as Introductions made through Open Nurses®.

Consultant involvement may give rise to:

- recruitment fees;
- consultant commissions;
- referral fees;
- commercial rights;
- contractual obligations.

Such rights may be governed by separate agreements.

9.7 Introduction Records

Open Jobs Ltd may maintain records relating to:

- applications;
- CV submissions;
- profile views;
- communications;
- referrals;
- Consultant activities;
- interview arrangements;
- recruitment interactions.

Such records may be relied upon for compliance, auditing, dispute resolution and commercial purposes.

9.8 Protected Introduction Period

Where a Candidate has been introduced through Open Nurses®, a Protected Introduction Period may apply.

The applicable protection period may be specified in:

- recruitment agreements;
- order forms;
- fee schedules;

- commercial agreements.

Where no specific period is agreed, Open Jobs Ltd may rely upon introduction records and relevant circumstances when assessing commercial rights.

9.9 Employer Engagement Following Introduction

Where an Employer engages, employs or contracts with a Candidate introduced through Open Nurses®, applicable commercial obligations may arise.

Such obligations may apply whether engagement occurs:

- directly;
- indirectly;
- through associated organisations;
- through third parties;
- through alternative engagement structures.

9.10 Group Companies and Associated Entities

For commercial purposes, engagement of a Candidate by:

- parent companies;
- subsidiaries;
- sister companies;
- associated organisations;
- affiliated entities;
- successor organisations;

may be treated as engagement by the Employer where permitted by law and applicable

agreements.

9.11 Multiple Source Introductions

Where multiple parties claim to have introduced a Candidate, Open Jobs Ltd may consider:

- introduction chronology;
- Platform records;
- communication records;
- supporting evidence;
- contractual arrangements.

Open Jobs Ltd's records may be relied upon in determining introduction history.

9.12 Anti-Circumvention Obligations

Employers shall not intentionally attempt to avoid legitimate commercial obligations arising from Candidate Introductions.

Examples include:

- delaying engagement to avoid fees;
- engaging through third parties;
- using associated companies;
- restructuring engagements;
- concealing employment commencement;
- bypassing Consultants;
- bypassing Platform processes.

Open Jobs Ltd reserves the right to investigate suspected circumvention.

9.13 Candidate Independence

Candidates remain independent individuals.

Nothing within this Agreement:

- transfers ownership of Candidates;
 - restricts Candidate employment rights;
 - creates exclusivity unless expressly agreed;
 - prevents lawful movement of workers.
-

9.14 No Guarantee of Engagement

An Introduction does not guarantee:

- interviews;
- employment offers;
- acceptance of offers;
- sponsorship;
- placements;
- workforce availability.

Open Jobs Ltd provides introductions and recruitment support but does not guarantee outcomes.

9.15 Notification of Engagement

Employers agree to promptly notify Open Jobs Ltd where a Candidate introduced through Open Nurses®:

- accepts employment;
- commences work;
- begins consultancy services;
- enters into a contract arrangement;
- is engaged through an associated entity.

Notification obligations may continue throughout any applicable Protected Introduction Period.

9.16 Audit and Verification Rights

Open Jobs Ltd may request reasonable information necessary to verify:

- Candidate engagement;
- employment commencement;
- fee trigger events;
- introduction-related obligations.

Employers agree to cooperate reasonably with such requests.

9.17 Reservation of Rights

Open Jobs Ltd reserves the right to establish, modify and enforce introduction procedures, anti-circumvention measures, protection periods, commercial safeguards and recruitment administration processes.

Nothing within this Article limits any rights available under recruitment agreements, fee schedules, Consultant Agreements or applicable law.

ARTICLE 10 — CONSULTANT ALLOCATION, MANAGED HIRING AND RECRUITMENT

SUPPORT SERVICES

10.1 Purpose

Open Nurses® may provide Consultant-assisted recruitment services, managed hiring support, workforce coordination and recruitment administration services to Employers.

This Article governs the allocation, authority, responsibilities and limitations relating to Consultants and managed recruitment services.

10.2 Consultant Support Model

Open Jobs Ltd may allocate one or more Consultants to support Employer recruitment activities.

Consultants may assist with:

- vacancy consultations;
- workforce planning discussions;
- recruitment strategy support;
- candidate sourcing;
- candidate engagement;
- recruitment administration;
- interview coordination;
- communication management;
- onboarding coordination;
- employer account support;
- subscription support;
- commercial administration.

The level of Consultant involvement may vary depending upon the services purchased.

10.3 Independent Status of Consultants

Unless expressly agreed otherwise in writing:

- Consultants are independent contractors;
- Consultants are not employees of the Employer;
- Consultants are not agents of the Employer;
- Consultants do not create employment relationships between Open Jobs Ltd and the Employer.

Nothing within this Agreement creates a partnership, joint venture or agency relationship.

10.4 Consultant Authority Limitations

Consultants shall not have authority to:

- legally bind Open Jobs Ltd;
- amend contracts;
- alter recruitment fees;
- waive payment obligations;
- approve refunds;
- provide legal advice;
- provide immigration advice;
- make guarantees regarding recruitment outcomes;

unless expressly authorised in writing by Open Jobs Ltd.

Employers shall not rely upon unauthorised representations.

10.5 Managed Hiring Services

Where agreed, Open Jobs Ltd may provide managed hiring services which may include:

- vacancy management;
- candidate coordination;
- interview scheduling;
- communications support;
- recruitment workflow administration;
- candidate follow-up activities;
- recruitment campaign support.

Managed hiring support is administrative in nature and does not transfer recruitment responsibility from the Employer.

10.6 Employer Decision-Making Authority

The Employer remains solely responsible for:

- shortlisting decisions;
- interviews;
- assessments;
- reference checks;
- safeguarding checks;
- Right to Work checks;

- sponsorship decisions;
- employment offers;
- employment contracts;
- onboarding decisions.

Open Jobs Ltd and its Consultants do not make employment decisions on behalf of Employers.

10.7 Consultant Communications

Consultant communications may occur through:

- email;
- telephone;
- messaging systems;
- virtual meetings;
- Platform communications;
- recruitment management systems.

Such communications may be recorded, retained and reviewed for:

- service delivery;
- compliance;
- quality assurance;
- dispute resolution;
- training purposes where lawful.

10.8 Consultant Replacement

Open Jobs Ltd reserves the right to:

- allocate Consultants;
- reassign Consultants;
- replace Consultants;
- add additional Consultants;
- modify service delivery structures.

The Employer shall not have an automatic right to a specific Consultant unless expressly agreed in writing.

10.9 External Arrangements

Where an Employer independently enters into arrangements with a Consultant outside authorised Open Jobs Ltd processes:

- Open Jobs Ltd shall not be responsible for such arrangements;
- Open Jobs Ltd may enforce applicable commercial rights;
- separate obligations may arise under Consultant Agreements.

10.10 Consultant Commission Protection

Where recruitment activity involves Consultant support, Open Jobs Ltd may maintain records relating to:

- introductions;
- communications;
- referrals;

- placements;
- fee trigger events.

Such records may be used to administer consultant commissions, recruitment fees and commercial rights.

10.11 No Guarantee of Recruitment Success

Consultant allocation does not guarantee:

- candidate availability;
- interviews;
- placements;
- sponsorship outcomes;
- recruitment success;
- workforce availability.

Consultants provide support services only.

10.12 Professional Conduct

Consultants are expected to:

- act professionally;
- comply with applicable laws;
- maintain confidentiality;
- follow Open Jobs Ltd policies;
- uphold professional recruitment standards.

Open Jobs Ltd may investigate complaints relating to Consultant conduct.

10.13 Service Modifications

Open Jobs Ltd may modify:

- Consultant structures;
- managed hiring models;
- recruitment workflows;
- support methodologies;
- service delivery procedures.

Such modifications may occur as part of normal business operations.

10.14 Cooperation Obligations

Employers agree to cooperate reasonably with Consultants and authorised representatives regarding:

- recruitment administration;
- billing processes;
- compliance reviews;
- candidate coordination;
- service delivery requirements.

Failure to cooperate may affect service delivery.

10.15 Reservation of Rights

Open Jobs Ltd reserves the right to determine:

- Consultant allocation;
- recruitment methodologies;
- managed hiring procedures;
- communication processes;
- service delivery models.

Nothing in this Agreement obliges Open Jobs Ltd to maintain any particular Consultant, recruitment structure or service model indefinitely.

ARTICLE 11 — EMPLOYER OBLIGATIONS AND RECRUITMENT COMPLIANCE STANDARDS

11.1 Purpose

Employers using Open Nurses® must conduct recruitment activities lawfully, ethically, professionally and in accordance with applicable legislation, regulatory requirements and professional standards.

This Article establishes the Employer's obligations regarding recruitment, employment, candidate engagement, compliance and use of Employer Services.

11.2 General Employer Obligations

Employers agree to:

- act honestly and in good faith;
- provide accurate information;
- maintain professional standards;
- comply with applicable laws;
- comply with Platform policies;

- cooperate with Open Jobs Ltd where reasonably required.

Employers remain responsible for their own business activities and recruitment decisions.

11.3 Recruitment Responsibility

The Employer remains solely responsible for:

- workforce planning;
- vacancy approval;
- candidate assessment;
- interviews;
- shortlisting decisions;
- reference checks;
- background checks;
- safeguarding checks;
- employment offers;
- onboarding activities;
- employment contracts;
- workforce management.

Open Jobs Ltd does not act as the Employer and does not make hiring decisions.

11.4 Employment Law Compliance

Employers must comply with all applicable employment legislation including obligations relating to:

- recruitment practices;
- contracts of employment;
- working time requirements;
- minimum wage requirements;
- equality obligations;
- health and safety obligations;
- worker protections;
- statutory employment rights.

Compliance remains the sole responsibility of the Employer.

11.5 Equality, Diversity and Inclusion

Employers shall conduct recruitment activities in a fair and non-discriminatory manner.

Employers shall not unlawfully discriminate against Candidates on the basis of:

- age;
- disability;
- race;
- ethnicity;
- religion or belief;
- sex;
- sexual orientation;
- gender reassignment;
- pregnancy or maternity;

- marital or civil partnership status;
- any protected characteristic recognised by applicable law.

11.6 Immigration and Right to Work Compliance

Employers remain solely responsible for:

- Right to Work checks;
- immigration compliance;
- sponsorship compliance;
- sponsor licence obligations;
- Home Office reporting obligations;
- visa-related employment requirements.

Open Jobs Ltd does not assume immigration compliance responsibilities on behalf of Employers.

11.7 Safeguarding Obligations

Where recruitment involves regulated activities, healthcare environments or vulnerable individuals, Employers remain responsible for:

- safeguarding compliance;
- DBS checks;
- criminal record checks;
- professional registration checks;
- fitness-to-practise reviews;

- regulatory requirements.

Open Jobs Ltd does not guarantee safeguarding compliance by Employers.

11.8 Candidate Treatment

Employers shall:

- communicate professionally;
- treat Candidates fairly;
- respect confidentiality;
- conduct recruitment respectfully;
- avoid harassment, bullying or victimisation;
- maintain professional recruitment standards.

Employers are responsible for the conduct of their representatives.

11.9 Candidate Information and Data Protection

Employers accessing Candidate information through Open Nurses® must:

- process information lawfully;
- comply with applicable data protection laws;
- protect confidentiality;
- prevent unauthorised disclosure;
- use Candidate information solely for legitimate recruitment purposes.

Candidate information shall not be sold, transferred or disclosed without lawful authority.

11.10 Platform Use Restrictions

Employers shall not:

- scrape Candidate information;
- harvest Candidate data;
- create unauthorised databases;
- copy Platform content;
- redistribute Candidate information;
- misuse recruitment tools;
- interfere with Platform operations;
- use Employer Services for unlawful purposes.

11.11 Cooperation with Open Jobs Ltd

Employers agree to cooperate reasonably with requests relating to:

- compliance reviews;
- investigations;
- billing verification;
- recruitment administration;
- complaints;
- safeguarding concerns;
- audit activities.

Failure to cooperate may result in service restrictions.

11.12 Record Keeping

Employers should maintain records relating to:

- recruitment activity;
- hiring decisions;
- employment offers;
- Candidate communications;
- compliance checks;
- sponsorship activities where applicable.

Open Jobs Ltd may request reasonable evidence where relevant to service administration or commercial obligations.

11.13 Notifications of Engagement

Employers shall promptly notify Open Jobs Ltd where:

- a Candidate accepts an offer;
- employment commences;
- consultancy services begin;
- temporary assignments commence;
- engagement occurs through a group company or associated organisation.

Such notifications assist in administration of Recruitment Services and applicable commercial arrangements.

11.14 Complaints and Investigations

Employers agree to cooperate with investigations relating to:

- Candidate complaints;
- recruitment concerns;
- safeguarding issues;
- compliance matters;
- suspected fraud;
- commercial disputes.

Open Jobs Ltd reserves the right to review relevant records and take appropriate action.

11.15 Indemnity for Employer Conduct

The Employer shall remain solely responsible for:

- hiring decisions;
- employment practices;
- workplace conduct;
- immigration compliance;
- sponsorship compliance;
- regulatory obligations.

Employers agree to indemnify Open Jobs Ltd against claims arising from the Employer's acts, omissions, breaches of law or breaches of this Agreement, to the fullest extent permitted by law.

11.16 Reservation of Rights

Open Jobs Ltd reserves the right to establish, modify and enforce recruitment compliance standards, employer obligations and operational requirements.

Nothing within this Agreement transfers legal responsibility for recruitment, employment, sponsorship or regulatory compliance from the Employer to Open Jobs Ltd.

ARTICLE 12 — RECRUITMENT FEES, PLACEMENT FEES AND COMMERCIAL CHARGES

12.1 Purpose

This Article governs Recruitment Fees, Placement Fees, Success Fees, Consultant Fees and other commercial charges arising from Recruitment Services, Candidate Introductions and workforce engagement activities facilitated by Open Nurses®.

Employers acknowledge that Open Jobs Ltd invests substantial resources in sourcing, advertising, technology, consultant support, workforce engagement and recruitment administration.

12.2 Commercial Models

Recruitment Services may be provided under one or more of the following commercial models:

- subscription-based recruitment;
- retained recruitment;
- contingent recruitment;
- success-fee recruitment;
- campaign-based recruitment;
- consultant-assisted recruitment;
- project recruitment;
- enterprise recruitment arrangements;
- custom commercial agreements.

The applicable model shall be specified through Commercial Agreements, Order Forms,

Recruitment Schedules or Fee Agreements.

12.3 Fee Trigger Events

Unless otherwise agreed in writing, Recruitment Fees may become payable upon the occurrence of a Fee Trigger Event.

Fee Trigger Events may include:

- acceptance of an offer;
 - commencement of employment;
 - commencement of temporary work;
 - commencement of consultancy services;
 - engagement through a third party;
 - engagement through a group company;
 - engagement through an associated organisation;
 - any Placement resulting from a Candidate Introduction.
-

12.4 Definition of Placement

For the purposes of this Agreement, a Placement includes:

- permanent employment;
- temporary employment;
- fixed-term employment;
- agency engagement;
- consultancy engagement;

- contract work;
- locum arrangements;
- self-employed engagement;
- outsourced engagement;
- any substantially similar arrangement.

The form of engagement shall not affect the existence of a Placement.

12.5 Recruitment Fee Structures

Fees may be calculated using:

- fixed amounts;
- percentage-based fees;
- staged payments;
- subscription-based charges;
- retained recruitment fees;
- campaign fees;
- project fees;
- custom commercial structures.

The applicable calculation method shall be determined by the relevant commercial arrangement.

12.6 Candidate Introductions

Where Open Nurses®, Open Jobs Ltd or an authorised Consultant introduces a Candidate, commercial rights may arise regardless of whether:

- communication occurs through the Platform;
- engagement occurs through a third party;
- engagement occurs outside the Platform;
- engagement occurs through a related organisation.

Introduction records may be relied upon to determine fee entitlement.

12.7 Protected Introduction Rights

Where a Candidate has been introduced through Open Nurses®, applicable commercial protections shall continue during any Protected Introduction Period specified in:

- Commercial Agreements;
- Recruitment Schedules;
- Order Forms;
- Fee Agreements.

Protected periods may vary depending on the service provided.

12.8 Group Company Engagements

Where a Candidate is engaged by:

- a parent company;
- a subsidiary;
- an affiliated organisation;
- a group company;
- a connected entity;

commercial obligations may be treated as having arisen under this Agreement.

12.9 Consultant-Assisted Placements

Where Consultant involvement contributed to a Candidate Introduction, Placement or engagement, applicable Consultant Fees, commissions or Recruitment Fees may become payable.

Open Jobs Ltd may administer such arrangements on behalf of Consultants where applicable.

12.10 Employer Notification Obligations

Employers agree to promptly notify Open Jobs Ltd where:

- an offer is accepted;
- employment commences;
- consultancy services begin;
- temporary work begins;
- a Placement occurs;
- a Candidate is engaged through an associated organisation.

Notification obligations continue throughout any applicable Protected Introduction Period.

12.11 Invoicing

Where Recruitment Fees become payable, Open Jobs Ltd may:

- issue invoices;
- collect payments through approved methods;

- administer recurring billing;
- recover agreed commercial charges.

Invoices may be issued electronically.

12.12 Audit and Verification Rights

Open Jobs Ltd may request reasonable information necessary to verify:

- Placement dates;
- remuneration details;
- engagement status;
- Fee Trigger Events;
- compliance with commercial arrangements.

Employers agree to cooperate reasonably with such requests.

12.13 Anti-Circumvention

Employers shall not intentionally attempt to avoid Recruitment Fees, Placement Fees or other commercial obligations.

Examples include:

- delaying engagements;
- using third parties;
- engaging through associated organisations;
- reclassifying engagements;
- concealing Placements;

- bypassing Consultants;
- bypassing Platform processes.

Open Jobs Ltd reserves the right to investigate suspected circumvention.

12.14 Non-Payment

Where Recruitment Fees remain unpaid, Open Jobs Ltd may:

- suspend Employer Services;
- restrict access;
- withhold Recruitment Services;
- recover outstanding sums;
- recover reasonable collection costs where permitted by law;
- pursue legal remedies.

Non-payment shall not affect the validity of accrued commercial rights.

12.15 Candidate Fees

Open Jobs Ltd does not charge Candidates recruitment fees, work-finding fees or placement fees for obtaining employment opportunities through Open Nurses®.

Any Recruitment Fees arising under this Agreement are payable by Employers unless expressly stated otherwise in a separate lawful agreement.

12.16 No Guarantee of Placement

The existence of Recruitment Services, Candidate Introductions or Consultant involvement does not guarantee:

- interviews;
- employment offers;
- Candidate acceptance;
- Placements;
- workforce availability.

Fees relate to services provided and commercial arrangements agreed between the parties.

12.17 Survival of Commercial Rights

Recruitment Fees, Placement Fees, Consultant Fees, audit rights, anti-circumvention protections and payment obligations shall survive termination of this Agreement where relevant Fee Trigger Events occurred before or after termination within an applicable Protected Introduction Period.

12.18 Reservation of Commercial Rights

Open Jobs Ltd reserves the right to establish, modify and enforce Recruitment Fee structures, Placement Fee arrangements, Consultant Fee arrangements and commercial protection mechanisms.

Nothing within this Agreement limits the commercial rights of Open Jobs Ltd arising from Candidate Introductions, Recruitment Services or related commercial agreements.

ARTICLE 13 — PAYMENT AUTHORITY, INVOICING AND BILLING ADMINISTRATION

13.1 Purpose

This Article governs payment authority, invoicing procedures, billing administration, payment collection, payment verification and financial administration relating to Employer Services, Recruitment Services, Subscription Services and all other commercial services provided by Open Jobs Ltd.

The Employer agrees to comply with all payment obligations arising under this Agreement and any associated Commercial Agreement.

13.2 Payment Authority

The Employer authorises Open Jobs Ltd to:

- issue invoices;
- collect agreed charges;
- process subscription payments;
- process recruitment fees;
- process advertising charges;
- process consultant-related fees;
- administer recurring billing arrangements;
- recover amounts lawfully due.

This authority applies to charges agreed through the Platform, Commercial Agreements, Order Forms, Recruitment Schedules and related documentation.

13.3 Authorised Representatives

The Employer confirms that individuals providing payment instructions, approving services or authorising purchases have authority to bind the Employer.

Open Jobs Ltd may rely upon instructions received from Authorised Users unless it has reason to believe such authority does not exist.

13.4 Approved Payment Methods

Payments may be processed using:

- debit cards;

- credit cards;
- bank transfers;
- direct debit arrangements;
- recurring payment mandates;
- approved payment gateways;
- other payment methods approved by Open Jobs Ltd.

The Employer remains responsible for maintaining valid payment arrangements.

13.5 Automatic Billing Authority

Where authorised through:

- subscription activation;
- Platform settings;
- payment mandates;
- Commercial Agreements;
- Order Forms;
- written instructions;

Open Jobs Ltd may automatically collect recurring charges.

Automatic billing may apply to:

- subscriptions;
- recurring recruitment services;
- campaign services;

- instalment arrangements;
- enterprise agreements.

13.6 Invoices

Open Jobs Ltd may issue invoices containing:

- invoice numbers;
- service descriptions;
- billing references;
- tax information;
- payment instructions;
- due dates;
- transaction records.

Invoices may be issued electronically and shall be deemed received when delivered to the Employer's designated contact details.

13.7 Payment Due Dates

Unless otherwise agreed:

- subscription fees are payable in advance;
- recruitment fees become payable in accordance with agreed Fee Trigger Events;
- invoices must be paid by the stated due date;
- enterprise arrangements follow agreed commercial terms.

Failure to pay by the due date may result in enforcement action.

13.8 Billing Records

Open Jobs Ltd may maintain records relating to:

- subscriptions;
- invoices;
- payments;
- refunds;
- service credits;
- placements;
- recruitment activities;
- fee calculations.

Such records may be relied upon for accounting, audit, compliance and dispute resolution purposes.

13.9 Payment Verification

Open Jobs Ltd may request information necessary to verify:

- payment authority;
- billing details;
- invoice accuracy;
- fee calculations;
- transaction legitimacy.

Employers agree to cooperate reasonably with such requests.

13.10 Billing Disputes

Employers must notify Open Jobs Ltd promptly regarding billing concerns.

A billing dispute should include:

- invoice references;
- disputed amounts;
- supporting documentation;
- reasons for dispute.

Failure to raise concerns within a reasonable period may affect available remedies.

13.11 Undisputed Amounts

Where only part of an invoice is disputed:

- undisputed amounts remain payable;
- payment obligations continue in relation to undisputed charges;
- Open Jobs Ltd may continue collection activities regarding undisputed sums.

13.12 Failed Payments

Where payments fail, Open Jobs Ltd may:

- retry collection;
- request alternative payment methods;
- suspend services;
- restrict account functionality;

- pause recruitment services;
- withhold candidate introductions;
- recover outstanding amounts.

The Employer remains responsible for all amounts lawfully due.

13.13 Late Payment Charges

Where permitted by applicable law, Open Jobs Ltd may recover:

- statutory interest;
- contractual interest;
- reasonable recovery costs;
- administrative costs;
- legal costs where recoverable.

Such charges may be added to outstanding balances.

13.14 Chargebacks and Payment Reversals

Employers shall not initiate unjustified:

- chargebacks;
- payment reversals;
- payment disputes;
- card disputes;
- banking reversals.

Where Open Jobs Ltd reasonably believes such action is improper, it may:

- suspend services;
- recover losses;
- recover administrative costs;
- pursue legal remedies.

13.15 Collection and Recovery Rights

Open Jobs Ltd may engage:

- collection agencies;
- legal representatives;
- recovery specialists;
- debt recovery services;

to recover overdue amounts where permitted by law.

The Employer may be responsible for reasonable recovery costs where legally recoverable.

13.16 Taxes

Unless expressly stated otherwise:

- fees are exclusive of VAT;
- applicable taxes may be added;
- Employers remain responsible for taxes, duties and governmental charges relating to services purchased.

13.17 Service Suspension for Non-Payment

Open Jobs Ltd may suspend or restrict services where:

- invoices remain unpaid;
- payment methods become invalid;
- payment obligations are breached;
- billing disputes are abusive or fraudulent;
- commercial risk arises.

Suspension shall not waive payment obligations.

13.18 Financial Compliance

Employers agree not to engage in:

- fraudulent transactions;
- money laundering activities;
- payment fraud;
- unauthorised payment activity;
- misuse of payment systems.

Open Jobs Ltd may investigate suspicious financial activity and cooperate with authorities where legally required.

13.19 Survival of Payment Obligations

Payment obligations, collection rights, audit rights, fee verification rights and recovery rights shall survive termination of this Agreement where amounts remain outstanding.

13.20 Reservation of Billing Rights

Open Jobs Ltd reserves the right to establish, modify and administer billing procedures, payment methods, invoicing systems, collection processes and financial controls.

Nothing within this Agreement limits the right of Open Jobs Ltd to recover amounts lawfully due for services provided.

ARTICLE 14 — PLACEMENT PROTECTION PERIOD, ENGAGEMENT PROTECTION AND ANTI-CIRCUMVENTION

14.1 Purpose

The purpose of this Article is to protect the legitimate commercial interests of Open Jobs Ltd arising from Candidate Introductions, Recruitment Services, Consultant-assisted hiring, advertising activities and workforce engagement services.

This Article establishes Placement Protection Periods, Engagement Protection Rights and Anti-Circumvention obligations.

14.2 Placement Protection Principle

Where a Candidate has been introduced, sourced, referred, recommended, submitted or otherwise connected to an Employer through Open Nurses®, Open Jobs Ltd may acquire commercial rights relating to any resulting Placement or Engagement.

Such rights apply irrespective of whether engagement occurs directly or indirectly.

14.3 Protected Introduction Period

A Protected Introduction Period may apply following a Candidate Introduction.

The applicable protection period may be specified in:

- Commercial Agreements;
- Recruitment Schedules;

- Fee Schedules;
- Order Forms;
- Statements of Work;
- Recruitment Proposals.

Where no period is expressly stated, Open Jobs Ltd may rely upon introduction records, communications and surrounding circumstances when determining commercial entitlement.

14.4 Protected Engagement Events

Commercial obligations may arise where, during a Protected Introduction Period, a Candidate:

- accepts employment;
- commences employment;
- accepts consultancy work;
- begins contract work;
- undertakes temporary work;
- accepts agency assignments;
- performs services for the Employer;
- becomes engaged through a related organisation.

14.5 Definition of Engagement

For the purposes of this Agreement, Engagement includes:

- permanent employment;
- temporary employment;

- fixed-term employment;
- consultancy services;
- self-employed services;
- agency assignments;
- contract work;
- locum arrangements;
- outsourced services;
- any substantially similar arrangement.

The legal structure used shall not affect the existence of an Engagement.

14.6 Associated Organisations

Commercial obligations may arise where a Candidate is engaged by:

- a parent company;
- a subsidiary;
- an affiliated organisation;
- a sister company;
- a group company;
- a successor organisation;
- a related entity connected to the Employer.

Such Engagements may be treated as Engagements by the Employer for commercial purposes.

14.7 Employer Notification Obligations

Employers agree to promptly notify Open Jobs Ltd where a Candidate:

- accepts an offer;
- commences work;
- begins consultancy services;
- undertakes contract work;
- accepts an assignment;
- is engaged by a related entity.

Notification shall include reasonable information necessary to verify the Engagement.

14.8 Re-Engagement Protection

Where a Candidate previously introduced through Open Nurses® is re-engaged during an applicable Protection Period, commercial obligations may continue to apply.

This may include:

- re-employment;
 - contract renewals;
 - consultancy arrangements;
 - repeat engagements;
 - transfers within group organisations.
-

14.9 Multiple Introduction Claims

Where multiple parties claim introduction rights relating to a Candidate, Open Jobs Ltd may consider:

- chronology of events;
- Platform records;
- communications;
- introduction evidence;
- Candidate activity;
- contractual arrangements.

Open Jobs Ltd records may be relied upon when assessing introduction history.

14.10 Anti-Circumvention Obligations

Employers shall not intentionally seek to avoid Recruitment Fees, Placement Fees or commercial obligations through:

- delayed hiring;
- indirect hiring;
- third-party arrangements;
- associated organisations;
- concealed engagements;
- alternative contractual structures;
- Consultant avoidance;
- Platform avoidance.

Any arrangement primarily designed to avoid commercial obligations may be treated as circumvention.

14.11 Investigation Rights

Where Open Jobs Ltd reasonably suspects circumvention, it may investigate:

- recruitment records;
- engagement records;
- communications;
- placement information;
- related transactions;
- associated organisations.

Employers agree to cooperate reasonably with such investigations.

14.12 Audit Rights

Open Jobs Ltd may request information reasonably necessary to verify:

- Placement dates;
- Engagement status;
- remuneration information where relevant to fee calculations;
- fee trigger events;
- compliance with commercial obligations.

Such requests shall be proportionate and commercially reasonable.

14.13 Candidate Freedom

Nothing in this Article:

- restricts Candidate employment rights;

- restricts lawful movement of workers;
- grants ownership over individuals;
- prevents Candidates pursuing opportunities.

This Article protects commercial rights arising from Recruitment Services and Candidate Introductions only.

14.14 Survival of Protection Rights

Placement Protection Rights, Engagement Protection Rights, Introduction Rights, Audit Rights and Anti-Circumvention provisions shall survive:

- termination of services;
- account closure;
- subscription cancellation;
- completion of recruitment projects;

where relevant Engagements arise during an applicable Protection Period.

14.15 Remedies

Where commercial obligations arise, Open Jobs Ltd may:

- issue invoices;
- recover agreed fees;
- suspend services;
- restrict Employer access;
- recover reasonable costs where permitted by law;

- pursue contractual and legal remedies.

Such remedies are cumulative and do not limit other rights available under this Agreement.

14.16 Reservation of Rights

Open Jobs Ltd reserves the right to establish, modify and enforce Placement Protection Periods, Engagement Protection Rights, Introduction Rights and Anti-Circumvention procedures.

Nothing within this Article limits any commercial rights arising under Recruitment Agreements, Fee Schedules, Consultant Agreements or applicable law.

ARTICLE 15 — REFUNDS, REPLACEMENTS, SERVICE CREDITS AND SERVICE RECOVERY

15.1 Purpose

This Article establishes the framework governing refunds, replacement support, service credits, service recovery measures and related remedies concerning Employer Services, Subscription Services and Recruitment Services provided through Open Nurses®.

Nothing within this Article affects statutory rights that cannot lawfully be excluded or restricted.

15.2 General Refund Position

Unless otherwise required by law or expressly agreed in writing:

- fees become non-refundable once services have commenced;
- subscriptions become non-refundable following activation;
- recruitment fees become non-refundable following the occurrence of an agreed Fee Trigger Event;
- advertising fees become non-refundable once campaigns have commenced.

Employers acknowledge that Open Jobs Ltd incurs operational, technology, marketing, consultant and administration costs in delivering services.

15.3 Subscription Services

Unless otherwise stated:

- subscription fees are payable for access to services;
- cancellation does not automatically create entitlement to refunds;
- partial use of a subscription does not create entitlement to partial refunds;
- unused subscription periods may not be refundable.

Any refund entitlement shall be determined in accordance with applicable law and contractual commitments.

15.4 Recruitment Services

Where Recruitment Services have been provided, fees may remain payable even where:

- a Candidate declines an offer;
- an interview is unsuccessful;
- recruitment outcomes differ from expectations;
- vacancies are withdrawn by the Employer;
- hiring priorities change.

Fees relate to services provided rather than guaranteed outcomes.

15.5 Replacement Support

Where expressly included within a Commercial Agreement, Open Jobs Ltd may provide replacement support.

Replacement support may include:

- additional sourcing activity;
- replacement Candidate searches;
- renewed recruitment campaigns;
- Consultant support;
- workforce replacement assistance.

Replacement support is subject to eligibility criteria and applicable service terms.

15.6 Conditions for Replacement Support

Employers requesting replacement support may be required to:

- provide supporting evidence;
- cooperate with investigations;
- maintain compliance with this Agreement;
- satisfy payment obligations;
- comply with recruitment processes agreed with Open Jobs Ltd.

Failure to satisfy such requirements may affect eligibility.

15.7 Exclusions from Replacement Support

Replacement support may not apply where:

- the Employer changes role requirements;
- compensation packages change materially;
- vacancies are withdrawn;

- internal restructuring occurs;
- the Employer fails to comply with obligations;
- Candidate departures arise from Employer conduct;
- the Employer breaches this Agreement.

Additional exclusions may apply under Commercial Agreements.

15.8 Service Credits

Open Jobs Ltd may, at its sole discretion, offer:

- service credits;
- account credits;
- promotional credits;
- advertising credits;
- subscription credits;

in place of monetary refunds.

Unless expressly stated otherwise:

- service credits are non-transferable;
- service credits hold no cash value;
- service credits may expire;
- service credits may be subject to usage conditions.

15.9 Promotional Services

Promotional offers, discounts, incentives, bonus services and trial services:

- may be withdrawn;
- may be modified;
- may be subject to separate terms;
- do not automatically create refund rights.

15.10 Billing Errors

Where Open Jobs Ltd determines that a billing error has occurred, it may:

- correct invoices;
- issue refunds;
- issue credits;
- apply account adjustments;
- amend future billing.

Employers agree to cooperate reasonably with investigations concerning billing errors.

15.11 Service Interruptions

Temporary interruptions, maintenance periods, technical issues or service disruptions do not automatically create entitlement to refunds.

Open Jobs Ltd may determine appropriate service recovery measures depending upon the circumstances.

15.12 No Refund for Circumvention or Breach

No refund, credit or replacement support shall be required where:

- the Employer breaches this Agreement;
- fraud is suspected;
- payment obligations remain outstanding;
- circumvention activity occurs;
- services are suspended due to Employer conduct.

15.13 Statutory Rights

Nothing within this Agreement excludes, restricts or limits any statutory rights that cannot lawfully be excluded under applicable law.

Where applicable law requires a refund, repair, replacement or remedy, Open Jobs Ltd shall comply with such obligations.

15.14 Limitation of Refund Entitlement

To the fullest extent permitted by law, refunds shall not exceed:

- amounts actually paid for the relevant service; and
- any amount required by law.

Employers shall not be entitled to compensation for indirect, consequential or speculative losses arising from refund requests.

15.15 Service Recovery Measures

Open Jobs Ltd may determine appropriate service recovery measures including:

- additional recruitment support;
- service credits;

- replacement services;

- account adjustments;

- commercial goodwill gestures.

The form of service recovery shall be determined at Open Jobs Ltd's reasonable discretion unless otherwise required by law.

15.16 Reservation of Rights

Open Jobs Ltd reserves the right to establish, modify and enforce refund policies, replacement support frameworks, service credit programmes and service recovery procedures.

Nothing within this Article obliges Open Jobs Ltd to provide refunds, credits or replacement services except where required by law or expressly agreed in writing.

ARTICLE 16 — COMPLIANCE, INVESTIGATIONS, MONITORING AND AUDIT RIGHTS

16.1 Purpose

Open Nurses® is committed to maintaining a secure, lawful, ethical and professional recruitment environment.

This Article establishes Open Jobs Ltd's rights relating to compliance monitoring, investigations, audits, verification activities, fraud prevention, safeguarding reviews and regulatory cooperation.

The purpose of these provisions is to protect Candidates, Employers, Consultants, the Platform and the legitimate commercial interests of Open Jobs Ltd.

16.2 Employer Compliance Obligations

Employers agree to comply with:

- applicable employment laws;

- immigration laws;

- sponsor licence requirements;
- equality legislation;
- safeguarding obligations;
- data protection legislation;
- anti-bribery legislation;
- anti-modern slavery requirements;
- professional regulatory requirements;
- applicable industry standards.

Compliance remains the sole responsibility of the Employer.

16.3 Cooperation Obligations

Employers shall cooperate reasonably with requests from Open Jobs Ltd relating to:

- compliance reviews;
- investigations;
- complaints;
- safeguarding concerns;
- billing verification;
- fee verification;
- audit activities;
- regulatory matters.

Failure to cooperate may result in service restrictions or enforcement action.

16.4 Monitoring Rights

Open Jobs Ltd may monitor Platform activity for purposes including:

- security;
- fraud prevention;
- compliance;
- service delivery;
- quality assurance;
- system administration;
- dispute resolution;
- enforcement of contractual rights.

Monitoring may include review of account activity, communications metadata, system logs, recruitment activity and transaction records where lawful.

16.5 Verification Activities

Open Jobs Ltd may request information or documentation necessary to verify:

- Employer identity;
- recruitment authority;
- company registration;
- sponsor licence status;
- payment authority;
- billing information;

- placement activity;
- compliance with this Agreement.

Employers shall provide accurate information within a reasonable period.

16.6 Audit Rights

Where reasonably necessary and legally permitted, Open Jobs Ltd may request records relating to:

- Candidate engagements;
- Placement activity;
- fee trigger events;
- recruitment outcomes;
- invoiced services;
- compliance obligations.

Audit requests shall be proportionate, relevant and limited to matters connected with this Agreement.

16.7 Placement Verification

Open Jobs Ltd may verify whether a Candidate has been:

- employed;
- engaged;
- contracted;
- assigned;
- re-engaged;

- engaged through an associated entity.

Verification may be conducted for the administration of Recruitment Fees, Placement Fees and commercial obligations.

16.8 Investigations

Open Jobs Ltd may investigate:

- suspected fraud;
- circumvention activities;
- non-payment;
- unauthorised use of Candidate information;
- safeguarding concerns;
- regulatory concerns;
- security incidents;
- breaches of this Agreement;
- misuse of Employer Services.

Open Jobs Ltd may determine the appropriate scope of any investigation.

16.9 Safeguarding Reviews

Where recruitment activity involves healthcare settings, vulnerable adults, children or regulated activities, Open Jobs Ltd may review matters relating to:

- safeguarding concerns;
- professional conduct;

- Candidate complaints;
- regulatory matters;
- workplace concerns.

Such reviews do not transfer safeguarding responsibilities from the Employer.

16.10 Data Protection and Privacy Compliance

Employers shall process personal data obtained through Open Nurses® in accordance with:

- applicable data protection laws;
- privacy obligations;
- Platform policies;
- lawful processing requirements.

Open Jobs Ltd may investigate suspected misuse of personal data.

16.11 Fraud Prevention

Open Jobs Ltd may implement measures designed to prevent:

- identity fraud;
- payment fraud;
- recruitment fraud;
- sponsorship fraud;
- document fraud;
- impersonation;
- account misuse.

Employers agree to cooperate with reasonable fraud prevention measures.

16.12 Temporary Restrictions During Investigations

During an investigation Open Jobs Ltd may:

- suspend services;
- restrict access;
- delay introductions;
- pause billing adjustments;
- require additional verification;
- limit functionality.

Such actions do not imply wrongdoing and may remain in place until investigations conclude.

16.13 Regulatory and Law Enforcement Cooperation

Open Jobs Ltd may cooperate with:

- courts;
- tribunals;
- regulators;
- government authorities;
- law enforcement agencies;
- safeguarding bodies;
- professional regulators.

Information may be disclosed where required by law or reasonably necessary to protect legal rights, public safety or Platform integrity.

16.14 Record Retention

Open Jobs Ltd may retain records relating to:

- recruitment activity;
- Candidate Introductions;
- Placements;
- invoices;
- communications;
- audit activities;
- investigations;
- compliance reviews.

Records may be retained for legal, regulatory, operational, audit and dispute-resolution purposes.

16.15 Costs of Non-Compliance

Where an Employer's breach, non-compliance or failure to cooperate causes Open Jobs Ltd to incur additional costs, Open Jobs Ltd may recover reasonable costs where permitted by law or contract.

Such costs may include:

- investigation costs;
- recovery costs;
- professional adviser costs;

- regulatory response costs;
- legal costs where recoverable.

16.16 Reservation of Rights

Open Jobs Ltd reserves the right to establish, modify and enforce compliance procedures, audit programmes, monitoring activities, fraud prevention measures, safeguarding reviews and investigation processes.

Nothing in this Agreement limits Open Jobs Ltd's rights to protect the Platform, its Users, its commercial interests or its legal obligations.

ARTICLE 17 — SUSPENSION, RESTRICTION AND TERMINATION

17.1 Purpose

This Article establishes the rights of Open Jobs Ltd to suspend, restrict, terminate or otherwise limit access to Employer Services where necessary to protect the Platform, Users, Candidates, Consultants, commercial interests or legal obligations.

These provisions are intended to support the lawful, secure and effective operation of Open Nurses®.

17.2 Right to Suspend or Restrict Services

Open Jobs Ltd may suspend, restrict, limit or condition access to Employer Services where reasonably necessary to:

- protect Platform integrity;
- maintain security;
- prevent fraud;
- enforce this Agreement;
- protect Candidates;

- protect Consultants;
- manage commercial risk;
- comply with legal obligations;
- support investigations.

Such action may be temporary or permanent depending upon the circumstances.

17.3 Suspension Events

Open Jobs Ltd may suspend or restrict access where:

- payment obligations remain outstanding;
- verification requirements are not satisfied;
- false information is provided;
- fraud is suspected;
- misuse of Candidate information is identified;
- Platform rules are breached;
- commercial obligations are avoided;
- security concerns arise;
- safeguarding concerns arise;
- legal or regulatory concerns exist.

The list above is not exhaustive.

17.4 Immediate Suspension

Open Jobs Ltd may implement immediate suspension without prior notice where:

- fraud is suspected;
- unlawful activity is suspected;
- serious security concerns arise;
- Candidate safety may be affected;
- safeguarding concerns exist;
- system integrity may be compromised;
- urgent legal obligations require action.

Open Jobs Ltd shall not be required to provide advance notice where doing so may prejudice investigations or create additional risk.

17.5 Temporary Restrictions

During investigations or reviews, Open

TERMS AND CONDITIONS -VOLUME-3- Candidate Terms, Account Services & Subscription Agreement

ARTICLE 1 — DEFINITIONS AND INTERPRETATION

1.1 Purpose of Definitions

The definitions contained within these Candidate Terms shall apply throughout Open Nurses®, all associated Candidate Services, Subscription Services, policies, schedules, guidance documents, support materials and related legal documentation published by Open Jobs Ltd unless expressly stated otherwise.

These definitions are intended to ensure consistency, transparency, legal certainty and uniform interpretation throughout the Open Nurses® Platform and associated services.

1.2 Definitions

Account

Account means a registered Candidate profile created to access, use or manage services available through Open Nurses®.

Affiliate

Affiliate means any parent company, subsidiary, associated company, successor organisation, trading division, business unit or entity under common ownership or control with Open Jobs Ltd.

Application

Application means any expression of interest, enquiry, profile sharing, communication, submission, registration request, vacancy application, programme application or other request submitted by a Candidate in relation to an Opportunity, service or programme.

Candidate

Candidate means any individual who accesses, registers with, browses, applies through, communicates via, subscribes to, uploads information to, purchases services from or otherwise uses Open Nurses® for employment, career development, professional registration, workforce opportunities, education, relocation, immigration support or related purposes.

Candidate Content

Candidate Content means all information, documents, communications, qualifications, registrations, licences, certificates, resumes, CVs, photographs, videos, professional records, supporting evidence and materials uploaded, submitted or provided by a Candidate.

Candidate Services

Candidate Services means all free and paid services made available to Candidates through Open Nurses®, including profile services, application services, communication services, career tools, educational resources, subscription services and related support services.

Communication

Communication means any message, notification, alert, email, chat message, application update, system notification or other information transmitted through the Platform.

Consultant

Consultant means an authorised representative, recruitment consultant, sourcing specialist, account manager, independent contractor, referral partner, workforce adviser or service provider engaged by or acting on behalf of Open Jobs Ltd.

Content

Content means all information, text, graphics, photographs, images, software, videos, audio recordings, documents, databases, communications and materials made available through the Platform.

Employer

Employer means any organisation, company, NHS body, healthcare provider, hospital, clinic, nursing

ARTICLE 2 — ABOUT OPEN NURSES® AND CANDIDATE SERVICES

2.1 Platform Identity

Open Nurses® is a healthcare workforce platform owned and operated by Open Jobs Ltd.

Open Nurses® provides technology-enabled services designed to connect healthcare professionals, employers, recruiters, educational institutions, professional organisations and

workforce partners through a secure digital environment.

Open Nurses® is a trading name of Open Jobs Ltd, a company incorporated in England and Wales under Company Number 15096008.

2.2 Platform Purpose

The purpose of Open Nurses® is to support healthcare professionals and healthcare workforce users throughout their professional journey by providing access to workforce opportunities, career development tools, professional networking opportunities, educational resources and related services.

Open Nurses® may operate nationally and internationally and may support users across multiple healthcare professions, regulatory environments and workforce sectors.

2.3 Candidate Services

Candidate Services may include:

- account creation;
- profile creation and management;
- CV and resume hosting;
- opportunity discovery;
- vacancy search tools;
- application management;
- professional networking tools;
- communication services;
- job alerts;
- career development resources;

- interview preparation resources;
- educational opportunities;
- professional registration support information;
- subscription services;
- workforce mobility resources;
- Artificial Intelligence-assisted career tools;
- other services introduced from time to time.

The availability of Candidate Services may vary according to geography, profession, subscription status, technical capability and operational requirements.

2.4 Free Access Principles

Open Jobs Ltd is committed to supporting fair and accessible access to opportunities.

Unless otherwise stated, Candidates may:

- create an Account;
- create a Profile;
- search Opportunities;
- browse public content;
- submit Applications;
- receive certain communications;

without purchasing a subscription.

Open Jobs Ltd reserves the right to modify available free features from time to time.

2.5 Optional Subscription Services

Open Nurses® may offer Optional Subscription Services designed to enhance Candidate experience and provide additional functionality.

Optional Subscription Services:

- are entirely voluntary;
- are not required to register;
- are not required to search Opportunities;
- are not required to submit Applications;
- do not constitute recruitment services;
- do not guarantee employment outcomes.

Subscription features may change, evolve or be discontinued from time to time.

2.6 No Recruitment Fees Charged to Candidates

Open Jobs Ltd does not charge Candidates recruitment fees, placement fees or work-finding fees for obtaining employment opportunities through Open Nurses®.

Any subscription fees charged to Candidates relate solely to optional enhancement services, premium tools, educational resources, career development services or Platform functionality.

Subscription purchases do not constitute payment for employment opportunities.

2.7 Equal Opportunity Principles

Open Nurses® is committed to promoting fairness, accessibility and equal opportunity.

The purchase of Optional Subscription Services:

- does not influence Employer hiring decisions;

- does not guarantee Candidate visibility;
- does not guarantee interview invitations;
- does not guarantee sponsorship opportunities;
- does not guarantee employment offers;
- does not guarantee professional registration outcomes.

Employers remain solely responsible for recruitment decisions.

2.8 Technology Platform Status

Open Nurses® operates primarily as a technology platform that facilitates connections between Candidates and Employers.

Except where expressly stated otherwise:

- Open Jobs Ltd is not the Employer;
 - Open Jobs Ltd is not a recruitment agency acting on behalf of Candidates;
 - Open Jobs Ltd does not make hiring decisions;
 - Open Jobs Ltd does not control employment terms;
 - Open Jobs Ltd does not guarantee recruitment outcomes.
-

2.9 Professional Registration and Immigration Matters

Open Nurses® may provide information, resources, educational content or support tools relating to:

- professional registration;
- licensing requirements;
- workforce mobility;

- immigration processes;
- sponsorship pathways;
- international recruitment.

Unless expressly agreed in writing, Open Jobs Ltd does not guarantee:

- visa approvals;
- sponsorship approvals;
- professional registration approvals;
- regulatory acceptance;
- immigration outcomes.

Decisions remain the responsibility of relevant authorities, regulators and Employers.

2.10 Artificial Intelligence and Career Tools

Open Nurses® may utilise:

- Artificial Intelligence technologies;
- recommendation engines;
- profile optimisation tools;
- career guidance systems;
- automated matching systems;
- analytics tools.

Such tools are intended to support Candidate decision-making and do not constitute professional, legal, immigration, employment or regulatory advice.

Candidates remain responsible for all decisions made using Platform tools.

2.11 Service Availability

Open Jobs Ltd may:

- modify services;
- introduce new services;
- discontinue services;
- update functionality;
- redesign Platform features;
- expand internationally;
- introduce new technologies.

Open Jobs Ltd does not guarantee uninterrupted availability of any specific service, feature or functionality.

2.12 Reservation of Rights

Open Jobs Ltd reserves the right to determine, develop, modify, suspend or discontinue Candidate Services, Subscription Services, Platform features and operational processes at any time.

Any rights not expressly granted under these Candidate Terms are reserved by Open Jobs Ltd.

ARTICLE 3 — CANDIDATE ELIGIBILITY, REGISTRATION AND VERIFICATION

3.1 Eligibility Requirements

To access or use Open Nurses®, a Candidate must:

- be legally capable of entering into binding agreements;

- provide accurate and complete information;
- comply with applicable laws and regulations;
- comply with these Candidate Terms and related policies;
- possess the legal authority to provide information submitted through the Platform.

Where a Candidate is subject to legal restrictions, regulatory requirements or professional obligations, the Candidate remains solely responsible for compliance.

3.2 Candidate Registration

Certain services may require Candidates to register for an Account.

During registration, Candidates may be required to provide:

- name and contact information;
- professional details;
- employment information;
- educational history;
- registration information;
- identity verification information;
- other information reasonably required for service delivery.

Open Jobs Ltd may establish additional registration requirements from time to time.

3.3 Accuracy of Information

Candidates agree that all information submitted to Open Nurses® shall be:

- accurate;

- truthful;
- current;
- complete;
- not misleading.

Candidates must promptly update information where material changes occur.

Failure to maintain accurate information may result in restrictions, suspension or termination of services.

3.4 Professional Qualifications and Registrations

Where a Candidate provides information relating to:

- professional registrations;
- licences;
- certifications;
- qualifications;
- memberships;
- accreditations;

the Candidate represents that such information is genuine, valid and accurately described.

Candidates remain responsible for maintaining any professional registrations required for employment or practice.

3.5 Right to Work and Immigration Status

Candidates remain solely responsible for:

- immigration status;

- visa status;
- work authorisation;
- sponsorship eligibility;
- Right to Work compliance;
- residency permissions.

Open Jobs Ltd does not guarantee sponsorship eligibility, visa approvals or immigration outcomes.

3.6 Verification Rights

Open Jobs Ltd may conduct verification activities relating to:

- identity;
- qualifications;
- registrations;
- certifications;
- employment history;
- contact details;
- professional information;
- Account ownership.

Verification may be conducted directly or through authorised third-party service providers.

3.7 Requests for Supporting Documentation

Open Jobs Ltd may request supporting evidence including:

- passports;
- identity documents;
- professional registrations;
- licences;
- certificates;
- qualification records;
- proof of address;
- employment references;
- other relevant documentation.

Failure to provide requested information may affect access to services.

3.8 No Endorsement or Certification

Verification by Open Jobs Ltd does not constitute:

- endorsement;
- accreditation;
- certification;
- professional approval;
- employment approval;
- regulatory approval.

Employers remain responsible for conducting their own checks and assessments.

3.9 Multiple Accounts

Candidates shall not create:

- fraudulent Accounts;
- duplicate Accounts designed to mislead;
- Accounts impersonating another person;
- Accounts created for deceptive purposes.

Open Jobs Ltd may merge, restrict or remove duplicate or fraudulent Accounts.

3.10 Prohibited Registration Activity

Candidates must not:

- provide false information;
- impersonate another person;
- submit forged documents;
- misuse verification systems;
- circumvent registration requirements;
- create Accounts for unlawful purposes.

Such activity may result in immediate enforcement action.

3.11 Refusal of Registration

Open Jobs Ltd reserves the right to refuse, restrict or terminate registration where:

- information appears inaccurate;
- verification cannot be completed;

- fraud is suspected;
- legal obligations require action;
- security concerns arise;
- misuse of the Platform is identified.

Open Jobs Ltd shall not be obliged to provide detailed reasons where disclosure may compromise security, investigations or legal obligations.

3.12 Ongoing Verification

Verification may occur at any stage of the Candidate relationship, including:

- registration;
- profile updates;
- subscription purchases;
- Applications;
- service usage;
- account reviews.

Open Jobs Ltd may require re-verification where circumstances change.

3.13 Candidate Responsibility

Candidates remain solely responsible for:

- the information they provide;
- maintaining accurate records;
- complying with professional obligations;

- complying with regulatory requirements;
- complying with immigration requirements;
- maintaining eligibility for opportunities pursued through Open Nurses®.

Open Jobs Ltd shall not be responsible for losses arising from inaccurate, incomplete or misleading information supplied by Candidates.

3.14 Reservation of Rights

Open Jobs Ltd reserves the right to establish, modify and enforce registration requirements, verification procedures, eligibility criteria and identity-checking processes as necessary to protect Platform integrity, Candidate safety, Employer interests and legal compliance.

ARTICLE 4 — CANDIDATE ACCOUNTS, ACCOUNT SECURITY AND PROFILE MANAGEMENT

4.1 Account Ownership

An Open Nurses® Account is personal to the registered Candidate and may only be used by the individual who created the Account.

Candidates shall not:

- transfer Accounts;
- sell Accounts;
- lease Accounts;
- share login credentials;
- permit unauthorised persons to access their Account.

Open Jobs Ltd reserves the right to verify Account ownership at any time.

4.2 Account Security

Candidates are responsible for maintaining the confidentiality and security of:

- usernames;
- passwords;
- authentication methods;
- security codes;
- devices used to access the Platform.

Candidates shall take reasonable steps to prevent unauthorised access to their Account.

4.3 Unauthorised Access

Candidates must notify Open Jobs Ltd immediately if they become aware of:

- unauthorised access;
- suspected Account compromise;
- security breaches;
- credential theft;
- suspicious activity.

Open Jobs Ltd may suspend or restrict access while security concerns are investigated.

4.4 Profile Creation and Management

Candidates may create and maintain professional Profiles through Open Nurses®.

Profiles may include:

- personal information;

- professional qualifications;
- employment history;
- skills;
- registrations;
- licences;
- certifications;
- career preferences;
- uploaded documents.

Profile functionality may evolve over time.

4.5 Profile Accuracy

Candidates are responsible for ensuring that Profile information remains:

- accurate;
- complete;
- current;
- truthful;
- professionally appropriate.

Candidates should update Profile information promptly when circumstances change.

4.6 Profile Visibility

Open Nurses® may provide Profile visibility settings allowing Candidates to control how certain information is displayed.

Profile visibility may depend upon:

- Candidate preferences;
- subscription features;
- Application activity;
- Employer access rights;
- Platform functionality.

Open Jobs Ltd does not guarantee Profile visibility, employer views or recruitment outcomes.

4.7 Candidate Documents

Candidates may upload documents including:

- CVs;
- resumes;
- licences;
- certificates;
- qualification records;
- portfolios;
- professional registrations;
- supporting documents.

Candidates remain solely responsible for the accuracy, legality and ownership of uploaded materials.

4.8 Profile Review and Moderation

Open Jobs Ltd may review, moderate, restrict, edit formatting, remove or refuse Profile content where reasonably necessary to:

- maintain Platform standards;
- protect Users;
- investigate complaints;
- comply with legal obligations;
- prevent misuse.

Open Jobs Ltd is not obliged to publish or retain all Profile content.

4.9 Candidate Preferences

Candidates may be able to manage preferences relating to:

- communications;
- notifications;
- job alerts;
- Profile visibility;
- subscription services;
- marketing preferences.

Available settings may vary according to Platform functionality.

4.10 Communication Preferences

Open Jobs Ltd may send:

- account notices;

- service announcements;
- Application updates;
- security alerts;
- transaction confirmations;
- policy updates.

Certain operational communications may be sent regardless of marketing preferences where necessary for service delivery.

4.11 Account Activity Records

Open Jobs Ltd may maintain records relating to:

- login activity;
- Profile updates;
- Applications;
- communications;
- subscriptions;
- security events;
- service usage.

Such records may be used for security, compliance, investigations, auditing and service administration.

4.12 Account Suspension and Restrictions

Open Jobs Ltd may suspend, restrict or limit access to Accounts where:

- verification requirements are not satisfied;

- false information is identified;
- fraud is suspected;
- security concerns arise;
- Candidate Terms are breached;
- legal obligations require action.

Restrictions may be temporary or permanent depending upon the circumstances.

4.13 Candidate Account Closure

Candidates may request closure of their Account subject to:

- active subscription obligations;
- unresolved billing matters;
- ongoing investigations;
- legal retention requirements.

Account closure does not automatically remove all records where retention is required by law or legitimate business purposes.

4.14 Effect of Account Closure

Following Account closure:

- access to Candidate Services may cease;
- Profile visibility may end;
- Applications may no longer be accessible;
- subscription services may terminate;

- certain information may be retained in accordance with applicable laws and policies.

Any obligations that are intended to survive termination shall remain enforceable.

4.15 Reservation of Rights

Open Jobs Ltd reserves the right to establish, modify and enforce Account management procedures, security requirements, Profile standards, visibility controls and operational requirements necessary to maintain the integrity, security and functionality of Open Nurses®.

ARTICLE 5 — CANDIDATE PROFILES, APPLICATIONS AND PROFESSIONAL INFORMATION

5.1 Purpose

This Article governs Candidate Profiles, Applications, professional information, uploaded materials and the responsibilities of Candidates when using Open Nurses® to pursue employment, educational, professional registration, workforce mobility or career development opportunities.

Candidates acknowledge that Employers and other authorised parties may rely upon information provided through the Platform when assessing opportunities, applications and professional suitability.

5.2 Candidate Profiles

Open Nurses® may permit Candidates to create and maintain professional Profiles designed to showcase:

- qualifications;
- professional registrations;
- licences;
- employment history;
- skills;

- experience;
- certifications;
- achievements;
- career interests;
- educational background;
- workforce preferences;
- other professional information.

Profile features may vary and may be updated from time to time.

5.3 Ownership and Responsibility

Candidates remain solely responsible for all information contained within their Profiles.

Candidates warrant that Profile information:

- is accurate;
- is truthful;
- is current;
- is complete;
- does not mislead Employers or Users;
- complies with applicable laws.

Open Jobs Ltd may rely upon information supplied by Candidates but does not independently verify all Profile information.

5.4 Professional Information

Where a Candidate provides information regarding:

- professional registration;
- licensing status;
- qualifications;
- employment history;
- specialist training;
- professional memberships;
- regulatory standing;

the Candidate confirms that such information is accurate and capable of verification.

Candidates must promptly update information where circumstances change.

5.5 Curriculum Vitae and Supporting Documents

Candidates may upload:

- CVs;
- resumes;
- portfolios;
- licences;
- registration certificates;
- qualification certificates;
- references;
- photographs;

- supporting documentation.

Candidates confirm that they possess the legal right to upload and share such materials.

5.6 Candidate Content Standards

All Candidate Content must:

- be lawful;
- be professional;
- be accurate;
- respect intellectual property rights;
- avoid misleading statements;
- avoid discriminatory or offensive content;
- comply with Platform standards.

Open Jobs Ltd may remove content that breaches these requirements.

5.7 Applications

Candidates may submit Applications for Opportunities through Open Nurses®.

Applications may include:

- Profile information;
- CVs;
- supporting documents;
- messages;
- responses to Employer questions;

- additional information requested by Employers.

Applications submitted through the Platform may constitute Candidate Introductions for Employer Services administration purposes.

5.8 No Guarantee of Application Outcomes

Submission of an Application does not guarantee:

- Employer review;
- Employer response;
- interview invitations;
- employment offers;
- sponsorship opportunities;
- visa support;
- recruitment success.

Open Jobs Ltd does not control Employer recruitment decisions.

5.9 Candidate Decision-Making Responsibility

Candidates remain solely responsible for:

- opportunities pursued;
- Applications submitted;
- information shared;
- interviews attended;
- employment decisions;

- contractual commitments;
- professional obligations.

Open Jobs Ltd does not provide employment recommendations unless expressly stated.

5.10 Employer Access to Profiles

Subject to Candidate settings, Employer permissions and Platform functionality, Employers may be able to:

- view Profiles;
- search Candidate databases;
- review Applications;
- contact Candidates;
- assess professional information.

Open Jobs Ltd does not guarantee Employer engagement with any Profile.

5.11 Profile Visibility and Rankings

Open Nurses® may utilise:

- search tools;
- recommendation systems;
- matching technologies;
- Artificial Intelligence tools;
- ranking mechanisms;
- visibility controls.

Profile visibility may vary based on numerous factors including Platform functionality, Candidate activity and Employer preferences.

No Candidate is guaranteed visibility, prominence or Employer attention.

5.12 Verification and Review

Open Jobs Ltd may review, verify or request supporting information relating to:

- Profiles;
- Applications;
- professional registrations;
- qualifications;
- licences;
- uploaded documents.

Such review does not constitute endorsement, accreditation or professional approval.

5.13 Removal of Information

Open Jobs Ltd may remove, restrict or amend access to Profile information where:

- information appears inaccurate;
- complaints are received;
- legal obligations require action;
- Platform policies are breached;
- security concerns arise.

Open Jobs Ltd may act without prior notice where reasonably necessary.

5.14 International Opportunities

Where Candidates pursue international opportunities through Open Nurses®:

- immigration requirements remain the responsibility of Candidates;
- visa decisions remain the responsibility of relevant authorities;
- professional registration decisions remain the responsibility of regulators;
- sponsorship decisions remain the responsibility of Employers.

Open Jobs Ltd does not guarantee international mobility outcomes.

5.15 Reservation of Rights

Open Jobs Ltd reserves the right to establish, modify and enforce Profile requirements, Application procedures, visibility settings, content standards and professional information requirements necessary for the operation and integrity of Open Nurses®.

Nothing within this Article limits the rights of Open Jobs Ltd to manage Candidate information, Profiles and Applications in accordance with these Terms and applicable law.

ARTICLE 6 — ACCEPTABLE USE, PROFESSIONAL CONDUCT AND PLATFORM INTEGRITY

6.1 Purpose

This Article establishes the standards of conduct expected from Candidates using Open Nurses® and is intended to protect the integrity, security, reputation and lawful operation of the Platform.

All Candidates must use Open Nurses® professionally, responsibly, lawfully and in good faith.

6.2 General Conduct Obligations

Candidates agree to:

- act honestly and professionally;
- comply with applicable laws and regulations;
- respect the rights of Employers, Consultants and other Users;
- maintain accurate information;
- use Platform services only for legitimate purposes;
- comply with these Candidate Terms and all related policies.

Candidates remain responsible for all activity conducted through their Accounts.

6.3 Professional Integrity

Candidates must not knowingly:

- provide false information;
- misrepresent qualifications;
- misrepresent professional registrations;
- misrepresent employment history;
- misrepresent immigration status;
- submit misleading information;
- make fraudulent claims;
- create deceptive Profiles.

All information provided through Open Nurses® must be capable of reasonable verification.

6.4 Prohibited Activities

Candidates must not:

- impersonate another individual;
- create fake Accounts;
- create duplicate Accounts for deceptive purposes;
- upload forged documents;
- falsify qualifications;
- falsify references;
- engage in fraud;
- interfere with recruitment processes;
- attempt to manipulate Platform systems;
- misuse subscription features;
- misuse Candidate or Employer information.

6.5 Platform Misuse

Candidates shall not:

- access systems without authorisation;
- attempt to bypass security controls;
- interfere with Platform functionality;
- distribute malware;
- upload harmful software;
- disrupt services;

- perform denial-of-service activities;
- attempt unauthorised access to databases or systems.

Any attempt to compromise Platform security may result in immediate enforcement action.

6.6 Respectful Communications

Candidates shall communicate:

- professionally;
- respectfully;
- lawfully;
- appropriately.

Candidates must not engage in:

- harassment;
- bullying;
- intimidation;
- threats;
- discriminatory conduct;
- abusive communications;
- offensive behaviour.

Open Jobs Ltd may take action against inappropriate conduct.

6.7 Candidate Content Standards

All Candidate Content must:

- be lawful;
- be accurate;
- be relevant;
- respect intellectual property rights;
- respect privacy rights;
- avoid discriminatory content;
- avoid offensive content;
- comply with professional standards.

Open Jobs Ltd may remove content that does not meet these standards.

6.8 Intellectual Property Compliance

Candidates shall not:

- copy Platform content without permission;
- reproduce databases;
- scrape information;
- extract data in bulk;
- reverse engineer software;
- misuse trademarks or branding.

All Intellectual Property rights remain protected.

6.9 Artificial Manipulation and Automation

Candidates must not use:

- bots;
- automated scripts;
- scraping tools;
- artificial traffic systems;
- automated account creation tools;
- automated application systems,

unless expressly authorised by Open Jobs Ltd.

6.10 Recruitment Process Integrity

Candidates shall not:

- knowingly submit duplicate Applications designed to manipulate outcomes;
- interfere with Employer recruitment processes;
- solicit improper advantages;
- attempt to influence recruitment decisions through unlawful means.

Employers remain entitled to conduct independent recruitment processes.

6.11 Reporting Concerns

Candidates are encouraged to report:

- fraud;
- suspicious activity;
- misuse of the Platform;

- fake opportunities;
- abusive behaviour;
- security concerns;
- safeguarding concerns.

Reports may be investigated by Open Jobs Ltd.

6.12 Investigations

Open Jobs Ltd may investigate suspected:

- policy breaches;
- fraud;
- misuse;
- security incidents;
- unlawful activity;
- professional misconduct.

Candidates agree to cooperate reasonably with such investigations.

6.13 Enforcement Measures

Where Open Jobs Ltd reasonably believes a breach has occurred, it may:

- issue warnings;
- remove content;
- require verification;

- restrict functionality;
- suspend Accounts;
- terminate Accounts;
- report matters to authorities where legally required.

Enforcement action may be taken without prior notice where necessary.

6.14 Regulatory and Professional Matters

Open Jobs Ltd may cooperate with:

- regulators;
- professional bodies;
- law enforcement agencies;
- courts;
- government authorities;

where required by law or reasonably necessary to protect Platform integrity and User safety.

6.15 Reservation of Rights

Open Jobs Ltd reserves the right to establish, modify and enforce acceptable use requirements, professional conduct standards, security measures and Platform integrity controls.

Nothing within this Article limits the right of Open Jobs Ltd to take action necessary to protect Candidates, Employers, Consultants, Platform operations and legal compliance.

ARTICLE 7 — OPPORTUNITY DISCOVERY, APPLICATIONS AND EMPLOYER ENGAGEMENT

7.1 Purpose

This Article governs the discovery of Opportunities, submission of Applications, Candidate engagement with Employers and the operation of recruitment-related services available through Open Nurses®.

Open Nurses® provides technology-enabled tools designed to facilitate connections between Candidates and Employers but does not control recruitment outcomes.

7.2 Opportunity Listings

Open Nurses® may display Opportunities from:

- Employers;
- healthcare providers;
- hospitals;
- NHS organisations;
- care providers;
- clinics;
- recruitment organisations;
- educational institutions;
- training providers;
- workforce partners;
- other authorised organisations.

The availability of Opportunities may vary by location, profession, specialism, qualification level and operational requirements.

7.3 Search and Discovery Tools

Candidates may access various tools including:

- vacancy search functions;
- recommendation systems;
- job alerts;
- career suggestions;
- Artificial Intelligence-assisted matching tools;
- category browsing tools;
- location-based search functions;
- professional speciality filters.

Open Jobs Ltd may modify these tools at any time.

7.4 Applications

Candidates may submit Applications through Open Nurses® using available Platform functionality.

Applications may include:

- Candidate Profiles;
- CVs;
- supporting documents;
- responses to screening questions;
- messages;
- additional information requested by Employers.

Submission of an Application constitutes permission for relevant information to be shared with the relevant Employer.

7.5 Candidate Responsibility

Candidates remain solely responsible for:

- deciding which Opportunities to pursue;
- information submitted during Applications;
- communications with Employers;
- attendance at interviews;
- acceptance or rejection of offers;
- employment-related decisions.

Open Jobs Ltd does not make recruitment decisions on behalf of Candidates.

7.6 Employer Responsibility

Employers remain solely responsible for:

- vacancy content;
- recruitment processes;
- candidate assessments;
- interviews;
- hiring decisions;
- employment offers;
- sponsorship decisions;
- employment terms and conditions;

- onboarding processes.

Open Jobs Ltd does not control Employer decisions.

7.7 No Guarantee of Opportunity Availability

Open Jobs Ltd does not guarantee:

- availability of Opportunities;
- quantity of vacancies;
- suitability of vacancies;
- Employer responses;
- interview invitations;
- employment offers;
- sponsorship opportunities;
- recruitment outcomes.

Availability of Opportunities depends upon factors outside the reasonable control of Open Jobs Ltd.

7.8 No Guarantee of Employment

Use of Open Nurses® does not guarantee:

- employment;
- placements;
- contracts;
- temporary assignments;

- consultancy opportunities;
- educational admissions;
- workforce mobility outcomes.

Open Nurses® facilitates introductions and applications only.

7.9 Employer Information

Opportunity information is generally supplied by Employers or authorised third parties.

Open Jobs Ltd does not warrant that Employer-provided information is:

- complete;
- accurate;
- current;
- error-free.

Candidates should exercise independent judgement before pursuing Opportunities.

7.10 Candidate Introductions

Applications submitted through Open Nurses® may constitute Candidate Introductions for the purposes of:

- Employer Services;
- Recruitment Services;
- Platform administration;
- consultant-assisted recruitment;
- workforce placement activities.

Candidates acknowledge that Open Jobs Ltd may maintain records relating to such Introductions.

7.11 Communications with Employers

Candidates may communicate with Employers through authorised Platform channels.

Such communications may relate to:

- Applications;
- interviews;
- recruitment activities;
- workforce opportunities;
- onboarding arrangements.

Open Jobs Ltd does not guarantee Employer responses or ongoing communications.

7.12 International Opportunities

Where Opportunities involve international employment, relocation, sponsorship or immigration processes:

- immigration decisions remain the responsibility of relevant authorities;
- sponsorship decisions remain the responsibility of Employers;
- professional registration decisions remain the responsibility of regulators;
- relocation decisions remain the responsibility of Candidates.

Open Jobs Ltd does not guarantee international recruitment outcomes.

7.13 Artificial Intelligence and Recommendation Systems

Open Nurses® may use:

- Artificial Intelligence tools;
- recommendation systems;
- matching algorithms;
- search technologies;
- automated ranking systems.

Such tools are designed to support discovery of Opportunities and do not constitute employment advice, recruitment recommendations or guarantees of suitability.

Candidates remain responsible for all career decisions.

7.14 External Engagements

Where Candidates engage with Employers outside the Platform:

- Open Jobs Ltd shall not be responsible for such arrangements;
- employment contracts remain between Candidates and Employers;
- Open Jobs Ltd shall not be liable for external communications, agreements or disputes unless required by law.

7.15 Fraud Awareness

Candidates should exercise caution when interacting with Opportunities and Employers.

Open Jobs Ltd encourages Candidates to report:

- suspicious vacancies;
- fraudulent activity;

- misleading communications;
- inappropriate requests for payment;
- identity concerns.

Open Jobs Ltd may investigate reports but does not guarantee prevention of all fraudulent activity.

7.16 Reservation of Rights

Open Jobs Ltd reserves the right to:

- publish, modify or remove Opportunities;
- control Application processes;
- establish recruitment procedures;
- modify discovery tools;
- introduce new technologies;
- manage Employer access.

Nothing within this Article obliges Open Jobs Ltd to publish, maintain or continue any specific Opportunity, service or recruitment process.

ARTICLE 8 — COMMUNICATIONS, MESSAGING AND CANDIDATE INTERACTIONS

8.1 Purpose

This Article governs communications, messaging services, notifications, Candidate interactions and other communication-related activities conducted through Open Nurses®.

Open Nurses® may provide communication tools designed to facilitate professional engagement between Candidates, Employers, Consultants and authorised representatives.

8.2 Communication Channels

Open Nurses® may provide communication channels including:

- Platform messaging;
- email communications;
- notifications;
- job alerts;
- application updates;
- interview invitations;
- subscription notices;
- account alerts;
- support communications;
- Consultant communications.

The availability of communication channels may vary depending upon Platform functionality and service availability.

8.3 Candidate Responsibilities

Candidates agree to communicate:

- professionally;
- respectfully;
- honestly;
- lawfully;
- in accordance with these Candidate Terms.

Candidates remain responsible for all communications sent through their Accounts.

8.4 Professional Conduct

Candidates shall not use communication tools to:

- harass others;
- intimidate others;
- discriminate against others;
- threaten individuals;
- distribute offensive content;
- engage in abusive behaviour;
- send misleading communications;
- conduct unlawful activities.

Open Jobs Ltd may take enforcement action where communication standards are breached.

8.5 Platform Communications

Open Jobs Ltd may send communications relating to:

- Account administration;
- Applications;
- subscription services;
- security alerts;
- policy updates;
- service announcements;

- billing notifications;
- verification requests;
- compliance matters.

Certain communications may be mandatory for service delivery purposes.

8.6 Employer Communications

Employers may contact Candidates through authorised communication channels regarding:

- Applications;
- vacancies;
- interviews;
- recruitment activities;
- onboarding processes;
- workforce opportunities.

Open Jobs Ltd does not guarantee Employer responses, communications or recruitment outcomes.

8.7 Consultant Communications

Consultants acting on behalf of Open Jobs Ltd may communicate with Candidates regarding:

- Opportunities;
- Applications;
- recruitment support;
- workforce services;

- professional registration information;
- subscription services;
- account administration.

Consultants may not make guarantees unless expressly authorised by Open Jobs Ltd.

8.8 Job Alerts and Notifications

Open Nurses® may provide:

- vacancy alerts;
- career recommendations;
- employer activity notifications;
- application updates;
- profile visibility notifications;
- subscription notifications.

Delivery of alerts is not guaranteed and may depend upon technical, operational and user preference factors.

8.9 Marketing Communications

Open Jobs Ltd may send marketing communications relating to:

- Opportunities;
- subscriptions;
- educational services;
- workforce services;

- promotions;
- Platform developments.

Marketing communications shall remain subject to applicable laws, consent requirements and Candidate preferences.

Candidates may opt out of marketing communications where legally required.

8.10 Communication Monitoring

To protect Platform integrity, Open Jobs Ltd may monitor, review, retain or analyse communications where reasonably necessary for:

- security;
- fraud prevention;
- compliance;
- investigations;
- dispute resolution;
- quality assurance;
- service administration.

Monitoring shall be conducted in accordance with applicable laws and privacy obligations.

8.11 Communication Records

Open Jobs Ltd may retain records relating to:

- messages;
- notifications;
- support requests;

- recruitment communications;
- subscription communications;
- security alerts;
- compliance matters.

Such records may be retained for operational, legal, regulatory and audit purposes.

8.12 External Communications

Open Jobs Ltd is not responsible for communications occurring:

- outside authorised Platform channels;
- through personal email accounts;
- through personal messaging services;
- through third-party platforms;
- through independent arrangements between Candidates and Employers.

Candidates engage in such communications at their own risk.

8.13 Fraud Prevention and Safety

Candidates should exercise caution when communicating with Employers or third parties.

Candidates should immediately report:

- suspected fraud;
- impersonation;
- suspicious communications;

- requests for unauthorised payments;
- identity theft concerns;
- safeguarding concerns.

Open Jobs Ltd may investigate reported concerns but cannot guarantee prevention of all fraudulent activity.

8.14 Service Availability

Open Jobs Ltd does not guarantee:

- delivery of messages;
- delivery of notifications;
- uninterrupted communication services;
- communication response times;
- Employer engagement.

Communication services may be affected by technical issues, maintenance activities or circumstances beyond reasonable control.

8.15 Reservation of Rights

Open Jobs Ltd reserves the right to establish, modify, restrict, suspend or discontinue communication tools, messaging services, notification systems and interaction features.

Nothing within this Article obliges Open Jobs Ltd to provide any specific communication channel, feature or service indefinitely.

ARTICLE 9 — CANDIDATE SUBSCRIPTION PRINCIPLES AND FAIR ACCESS FRAMEWORK

9.1 Purpose

This Article establishes the principles governing Optional Subscription Services offered to Candidates through Open Nurses®.

The purpose of Candidate Subscription Services is to provide additional tools, enhanced functionality, career support resources and convenience features while preserving fair access to employment opportunities.

9.2 Voluntary Nature of Subscriptions

All Candidate Subscription Services are voluntary.

Candidates are not required to purchase a subscription in order to:

- create an Account;
- create a Profile;
- search Opportunities;
- browse vacancies;
- submit Applications;
- communicate regarding Applications where free functionality exists.

Subscription Services are optional enhancements and are not mandatory requirements for participation on the Platform.

9.3 No Recruitment or Work-Finding Fees

Open Jobs Ltd does not charge Candidates:

- recruitment fees;
- placement fees;
- work-finding fees;
- hiring fees;

- employment procurement fees.

Any subscription charges paid by Candidates relate solely to optional Platform features, career development tools, support services and enhanced functionality.

Subscription purchases are not payments for employment opportunities.

9.4 Equal Opportunity Principle

Open Nurses® operates on the principle that all Candidates should have fair access to Opportunities.

The purchase of a Subscription Service:

- does not guarantee employment;
- does not guarantee interviews;
- does not guarantee sponsorship;
- does not guarantee Employer responses;
- does not guarantee profile visibility;
- does not guarantee job offers;
- does not guarantee recruitment outcomes.

Employers remain solely responsible for recruitment decisions.

9.5 Purpose of Subscription Services

Subscription Services may be designed to provide:

- enhanced account features;
- career development resources;

- profile management tools;
- application organisation tools;
- educational resources;
- visibility management tools;
- professional development resources;
- premium support services;
- productivity features;
- other enhancement services.

Available features may vary by subscription tier.

9.6 Subscription Categories

Open Jobs Ltd may offer various subscription categories including:

- free access plans;
- entry-level subscriptions;
- professional subscriptions;
- premium subscriptions;
- specialist subscriptions;
- enterprise candidate services;
- promotional subscriptions.

Subscription names and structures may change over time.

9.7 Geographic Availability

Subscription Services may not be available in all countries, regions or jurisdictions.

Availability may depend upon:

- local laws;
- payment provider availability;
- operational considerations;
- regulatory requirements;
- technical limitations.

Open Jobs Ltd reserves the right to restrict availability where necessary.

9.8 Promotional Access

Open Jobs Ltd may offer:

- free trials;
- promotional access;
- discounts;
- bonus features;
- introductory offers;
- referral incentives.

Promotional arrangements may be governed by separate terms and conditions.

9.9 Service Development

Open Jobs Ltd may:

- introduce new subscription services;
- modify subscription structures;
- expand features;
- redesign subscription offerings;
- discontinue subscription products.

Subscription Services may evolve as the Platform develops.

9.10 Artificial Intelligence Features

Certain Subscription Services may include:

- Artificial Intelligence tools;
- profile optimisation assistance;
- career recommendations;
- application support tools;
- automated guidance systems.

Such features are intended to assist Candidates and do not constitute professional, legal, immigration or employment advice.

Candidates remain responsible for all decisions made using such tools.

9.11 Subscription Eligibility

Open Jobs Ltd may establish eligibility requirements for particular Subscription Services.

Eligibility may depend upon:

- Account status;

- verification status;
- geographic location;
- payment verification;
- service availability.

Access may be denied where eligibility requirements are not met.

9.12 Subscription Integrity

Candidates shall not:

- share subscription access;
- misuse subscription features;
- circumvent subscription controls;
- exploit pricing errors;
- engage in fraudulent subscription activity.

Open Jobs Ltd may suspend Subscription Services where misuse is identified.

9.13 No Outcome Guarantee

Subscription Services are enhancement services only.

Open Jobs Ltd does not guarantee:

- recruitment success;
- interview invitations;
- Employer engagement;
- sponsorship opportunities;

- professional registration outcomes;
- educational admissions;
- immigration outcomes;
- workforce mobility outcomes.

Any decisions relating to employment, sponsorship, registration or admissions remain independent of Subscription Services.

9.14 Consumer Protection

Nothing within these Terms shall exclude or restrict consumer rights that cannot lawfully be excluded under applicable law.

Where Candidate Subscription Services are subject to consumer protection legislation, Open Jobs Ltd shall comply with applicable legal requirements.

9.15 Reservation of Rights

Open Jobs Ltd reserves the right to establish, modify, suspend, withdraw or discontinue Subscription Services, subscription categories, eligibility requirements and subscription-related functionality.

Nothing within this Article creates a right to the continued availability of any specific subscription feature, service or offering.

ARTICLE 10 — SUBSCRIPTION FEATURES, CAREER SERVICES AND PREMIUM TOOLS

10.1 Purpose

This Article governs the optional Subscription Services, premium features, career development tools and enhanced Candidate services made available through Open Nurses®.

Subscription Services are designed to enhance the Candidate experience and provide additional functionality. They are not recruitment services and do not guarantee employment outcomes.

10.2 Subscription Services

Open Jobs Ltd may offer optional Subscription Services including:

- profile enhancement tools;
- profile optimisation services;
- advanced job alerts;
- application management tools;
- career development resources;
- CV building tools;
- CV review services;
- interview preparation resources;
- employer visibility features;
- educational resources;
- professional development tools;
- networking features;
- premium support services;
- Artificial Intelligence-assisted career tools;
- other premium services introduced from time to time.

Feature availability may vary by subscription level.

10.3 Subscription Levels

Open Jobs Ltd may offer different subscription plans including:

- Open Entry;
- Open Basic;
- Open Pro;
- Open Premium;
- enterprise or specialist Candidate services;
- promotional subscription plans.

Subscription names, features and pricing may change from time to time.

10.4 Subscription Access Rights

Subscriptions provide a limited, revocable, non-exclusive and non-transferable right to access specific Platform features.

Subscription purchases do not transfer:

- ownership rights;
- intellectual property rights;
- proprietary rights;
- exclusive access rights.

All rights remain vested in Open Jobs Ltd.

10.5 Career Development Services

Subscription Services may include career-related resources such as:

- career guidance tools;

- workforce insights;
- professional development resources;
- interview support;
- educational content;
- industry information;
- workforce mobility resources.

Such resources are provided for informational purposes only.

Candidates remain responsible for all career decisions.

10.6 Profile Enhancement Features

Subscription Services may provide tools intended to assist Candidates with:

- Profile presentation;
- document organisation;
- professional branding;
- application management;
- visibility controls;
- profile optimisation.

Open Jobs Ltd does not guarantee that such features will increase recruitment success.

10.7 Employer Visibility Features

Certain Subscription Services may provide enhanced visibility features.

Enhanced visibility:

- does not guarantee Employer views;
- does not guarantee contact from Employers;
- does not guarantee interviews;
- does not guarantee employment offers;
- does not alter Employer decision-making authority.

Employers remain independent decision makers.

10.8 Artificial Intelligence Services

Open Nurses® may provide Artificial Intelligence-powered services including:

- career recommendations;
- opportunity matching;
- profile analysis;
- content suggestions;
- application support tools;
- educational recommendations.

Artificial Intelligence outputs are informational only and shall not be interpreted as:

- employment advice;
- immigration advice;
- legal advice;
- professional advice;
- guarantees of outcomes.

10.9 Third-Party Services

Certain Subscription Services may incorporate technology, content or services supplied by third parties.

Open Jobs Ltd may change third-party providers from time to time.

Open Jobs Ltd is not responsible for services supplied independently by third parties except where required by law.

10.10 Feature Availability

Open Jobs Ltd may:

- modify features;
- enhance functionality;
- redesign services;
- introduce new tools;
- discontinue

ARTICLE 11 — CHARGES, BILLING, PAYMENTS AND RENEWALS

11.1 Purpose

This Article governs subscription pricing, billing arrangements, payment processing, renewals, payment authorisations and financial administration relating to Candidate Subscription Services.

11.2 Subscription Charges

Subscription fees may vary according to:

- subscription level;

- service package;
- geographical location;
- promotional offers;
- billing frequency;
- special programmes.

All applicable charges shall be displayed before purchase where required by law.

11.3 Payment Methods

Open Jobs Ltd may accept payments through:

- debit cards;
- credit cards;
- bank transfers;
- digital payment services;
- approved payment gateways;
- recurring payment arrangements.

Available payment methods may vary.

11.4 Payment Authorisation

By purchasing a Subscription Service, the Candidate authorises Open Jobs Ltd to collect applicable charges using the selected payment method.

The Candidate confirms that they have authority to use the selected payment method.

11.5 Recurring Billing

Certain subscriptions may operate on a recurring billing basis.

Recurring billing may occur:

- monthly;
- quarterly;
- annually;
- according to the selected billing cycle.

Billing frequency shall be disclosed prior to purchase.

11.6 Automatic Renewal

Unless cancelled before the renewal date, eligible subscriptions may automatically renew.

Renewal authorises Open Jobs Ltd to collect applicable subscription fees using the selected payment method.

11.7 Failed Payments

Where payment cannot be processed, Open Jobs Ltd may:

- retry payment collection;
- request an alternative payment method;
- suspend premium features;
- restrict Subscription Services;
- terminate subscription access.

Outstanding charges remain payable.

11.8 Pricing Changes

Open Jobs Ltd may modify subscription pricing from time to time.

Where required by law, reasonable notice shall be provided before changes take effect.

Pricing changes generally apply to future billing periods.

11.9 Taxes

Subscription prices may include or exclude taxes depending upon applicable laws and jurisdictional requirements.

Candidates remain responsible for taxes legally payable in connection with purchased services.

11.10 Billing Records

Open Jobs Ltd may retain records relating to:

- invoices;
- receipts;
- payment history;
- subscriptions;
- refunds;
- billing communications.

Such records may be used for compliance, auditing and dispute resolution purposes.

11.11 Reservation of Rights

Open Jobs Ltd reserves the right to establish, modify and administer billing procedures, payment methods, pricing structures and renewal processes in accordance with applicable law.

ARTICLE 12 — CANCELLATION, REFUNDS, SERVICE CREDITS AND CONSUMER RIGHTS

12.1 Subscription Cancellation

Candidates may cancel Subscription Services using available account functionality or other approved cancellation methods.

Cancellation requests shall take effect in accordance with the applicable subscription cycle.

12.2 Effect of Cancellation

Unless otherwise stated:

- premium access remains available until the end of the paid period;
- future automatic renewals shall cease;
- previously accrued charges remain payable.

Cancellation does not automatically result in a refund.

12.3 Refund Eligibility

Refund eligibility may depend upon:

- applicable consumer laws;
- subscription type;
- service activation status;
- promotional conditions;

- payment method requirements.

Each request may be assessed individually.

12.4 Non-Refundable Circumstances

Unless required by law, refunds may not be available where:

- services have been substantially used;
- premium features have been accessed;
- promotional services were consumed;
- subscription periods have commenced;
- Candidate conduct breached these Terms.

12.5 Service Credits

Open Jobs Ltd may offer:

- service credits;
- account credits;
- promotional credits;
- replacement subscription periods;

instead of monetary refunds where appropriate.

Service credits:

- may be non-transferable;
- may have expiry dates;

- may be subject to additional conditions.

12.6 Technical Service Interruptions

Temporary interruptions, maintenance periods or technical issues do not automatically create entitlement to refunds.

Open Jobs Ltd may determine appropriate service recovery measures where necessary.

12.7 Consumer Protection Rights

Nothing within these Terms excludes, restricts or limits any rights available to Candidates under applicable consumer protection legislation.

Where applicable law requires a refund, replacement or remedy, Open Jobs Ltd shall comply with those obligations.

12.8 Reservation of Rights

Open Jobs Ltd reserves the right to establish, modify and administer cancellation procedures, refund policies, service credit programmes and service recovery processes in accordance with applicable law.

ARTICLE 13 — PRIVACY, CANDIDATE INFORMATION AND DATA PROTECTION

13.1 Commitment to Privacy

Open Jobs Ltd is committed to protecting Candidate information and processing personal data responsibly, lawfully and transparently.

The collection, use, storage and disclosure of Candidate information shall be governed by applicable data protection laws and Open Nurses® Privacy Policies.

13.2 Categories of Information

Open Jobs Ltd may process information including:

- Account information;
- Profile information;
- employment information;
- professional registration information;
- educational records;
- Application records;
- communication records;
- subscription information;
- payment information;
- technical usage information.

13.3 Purposes of Processing

Candidate information may be processed for purposes including:

- account administration;
- Profile management;
- Application processing;
- Employer access;
- service delivery;
- subscription administration;
- customer support;
- fraud prevention;

- security monitoring;
- legal compliance.

13.4 Candidate Profile Visibility

Candidate Profiles and information may become visible to Employers where:

- Applications are submitted;
- visibility settings permit disclosure;
- Candidate consent is provided;
- recruitment services require processing.

Candidates remain responsible for information they choose to share.

13.5 Information Sharing with Employers

By applying for Opportunities, Candidates authorise Open Jobs Ltd to share relevant information with Employers for recruitment purposes.

Employers are independently responsible for complying with their own legal obligations relating to personal data.

13.6 Candidate Rights

Subject to applicable law, Candidates may have rights relating to:

- access;
- correction;
- deletion;

- restriction of processing;
- portability;
- objection to processing;
- withdrawal of consent where applicable.

Requests may be subject to verification and legal limitations.

13.7 Data Retention

Candidate information may be retained for purposes including:

- service delivery;
- compliance obligations;
- dispute resolution;
- auditing;
- fraud prevention;
- security administration.

Retention periods may vary depending upon legal and operational requirements.

13.8 Security Measures

Open Jobs Ltd may implement measures including:

- authentication controls;
- encryption technologies;
- access controls;
- monitoring systems;

- security reviews.

While reasonable measures are taken, no system can guarantee absolute security.

13.9 International Processing

Where permitted by law, Candidate information may be processed, transferred or stored in different jurisdictions subject to appropriate safeguards and legal requirements.

13.10 Reservation of Rights

Open Jobs Ltd reserves the right to establish, modify and enforce privacy practices, security measures and data governance procedures in accordance with applicable laws and operational requirements.

ARTICLE 14 — CANDIDATE VISIBILITY, EMPLOYER ACCESS AND INFORMATION SHARING

14.1 Purpose

This Article governs the visibility of Candidate Profiles, Employer access to Candidate information and the sharing of information through Open Nurses®.

14.2 Candidate Visibility

Open Nurses® may provide Candidates with visibility settings allowing control over certain Profile information.

Visibility may depend upon:

- Candidate preferences;
- subscription features;
- Application activity;

- Employer permissions;
- Platform functionality;
- recruitment services.

Open Jobs Ltd does not guarantee visibility, profile views or Employer engagement.

14.3 Employer Access

Employers may be granted access to Candidate information for legitimate recruitment, workforce planning and hiring purposes.

Access may include:

- Candidate Profiles;
- CVs;
- professional information;
- qualifications;
- registrations;
- supporting documentation.

Access rights may vary according to Employer subscription levels and recruitment services.

14.4 Candidate Consent

Where required by law, Candidate consent may be obtained before certain information is shared.

Submission of an Application may constitute authorisation to share relevant information with the relevant Employer.

14.5 Information Sharing Restrictions

Open Jobs Ltd may restrict visibility, access or information sharing where:

- privacy concerns arise;
 - legal obligations require action;
 - security concerns exist;
 - Candidate settings limit disclosure.
-

14.6 Search and Matching Technologies

Open Nurses® may utilise:

- search engines;
- recommendation systems;
- Artificial Intelligence tools;
- matching technologies;
- automated visibility tools.

Such systems are designed to support recruitment processes and do not guarantee recruitment outcomes.

14.7 Reservation of Rights

Open Jobs Ltd reserves the right to manage Profile visibility, Employer access and information sharing procedures as necessary for Platform operation, security and compliance.

ARTICLE 15 — LIABILITY, DISCLAIMERS AND SERVICE LIMITATIONS

15.1 Platform Nature

Open Nurses® is a technology-enabled workforce and career platform operated by Open Jobs

Ltd.

Open Jobs Ltd does not act as the Employer unless expressly stated otherwise.

15.2 No Employment Guarantee

Open Jobs Ltd does not guarantee:

- employment;
- interviews;
- sponsorship;
- job offers;
- visa approvals;
- professional registration approvals;
- salary levels;
- recruitment outcomes.

Employers remain solely responsible for hiring decisions.

15.3 Candidate Responsibility

Candidates remain solely responsible for:

- Applications;
- interviews;
- career decisions;
- employment decisions;
- contractual commitments;

- professional obligations;
- immigration compliance.

15.4 Third-Party Responsibility

Open Jobs Ltd shall not be responsible for:

- Employer conduct;
- Employer decisions;
- third-party services;
- external websites;
- independent communications;
- professional regulators.

15.5 Information Disclaimer

Open Jobs Ltd does not guarantee that information supplied by Employers, Candidates, Consultants or third parties is complete, accurate or current.

Candidates should independently verify information before relying upon it.

15.6 Limitation of Liability

To the maximum extent permitted by law, Open Jobs Ltd shall not be liable for:

- indirect loss;
- consequential loss;
- loss of opportunity;

- loss of income;
 - loss of profits;
 - reputational damage;
 - business interruption.
-

15.7 Liability Cap

Where liability exists, the total aggregate liability of Open Jobs Ltd shall not exceed the greater of:

- a. the amount paid by the Candidate to Open Jobs Ltd during the twelve (12) months preceding the event giving rise to the claim; or
 - b. any minimum protection required under applicable law.
-

15.8 Events Beyond Reasonable Control

Open Jobs Ltd shall not be liable for service disruption arising from:

- technical failures;
 - cyber incidents;
 - telecommunications failures;
 - utility failures;
 - natural disasters;
 - governmental actions;
 - events beyond reasonable control.
-

15.9 Non-Excludable Rights

Nothing within these Terms excludes or limits liability that cannot legally be excluded under applicable law.

ARTICLE 16 — SUSPENSION, INVESTIGATIONS AND ACCOUNT TERMINATION

16.1 Suspension Rights

Open Jobs Ltd may suspend, restrict or limit access to Candidate Accounts where reasonably necessary to protect Platform integrity, Users, security or legal compliance.

16.2 Suspension Events

Action may be taken where:

- false information is identified;
- verification requirements are not met;
- fraud is suspected;
- misuse is identified;
- security concerns arise;
- Candidate Terms are breached;
- legal obligations require action.

16.3 Investigation Rights

Open Jobs Ltd may investigate:

- complaints;
- unusual activity;
- policy breaches;

- fraud concerns;
- security incidents;
- regulatory matters.

Candidates agree to cooperate reasonably with investigations.

16.4 Temporary Restrictions

Open Jobs Ltd may impose temporary restrictions including:

- profile visibility restrictions;
 - messaging restrictions;
 - Application restrictions;
 - subscription restrictions;
 - account limitations.
-

16.5 Candidate Account Closure

Candidates may request closure of their Accounts subject to:

- active subscription obligations;
 - unresolved billing matters;
 - legal obligations;
 - ongoing investigations.
-

16.6 Effect of Termination

Following termination or closure:

- access to services may cease;
- subscription benefits may end;
- profile visibility may end;
- Applications may no longer be accessible.

Outstanding obligations remain enforceable.

16.7 Preservation of Records

Open Jobs Ltd may retain information where necessary for:

- legal compliance;
- disputes;
- investigations;
- fraud prevention;
- security;
- auditing.

16.8 Survival

The following provisions may survive termination:

- payment obligations;
- intellectual property rights;
- confidentiality obligations;
- dispute provisions;

- liability provisions.

ARTICLE 17 — COMPLAINTS, SUPPORT AND DISPUTE RESOLUTION

17.1 Commitment to Fair Treatment

Open Jobs Ltd aims to investigate complaints fairly, proportionately and within reasonable timeframes.

Candidates are encouraged to raise concerns promptly.

17.2 Types of Complaints

Complaints may relate to:

- subscriptions;
- Applications;
- billing matters;
- privacy concerns;
- account restrictions;
- communications;
- Platform functionality;
- recruitment-related concerns.

17.3 Complaint Submission

Complaints should include:

- Candidate name;
- account details;

- description of the concern;
- supporting evidence where available.

Complaints may be submitted to:

Email: contact@opennurses.com

17.4 Complaint Handling Process

Open Jobs Ltd may:

- acknowledge receipt;
- review information;
- request clarification;
- investigate relevant records;
- communicate outcomes.

Investigation times may vary depending on complexity.

17.5 Resolution Options

Resolution may include:

- clarification;
- corrective action;
- account restoration;
- service adjustments;
- refunds where applicable;

- policy explanations.

17.6 Escalation

Where a complaint cannot be resolved through normal processes, Candidates may pursue available legal rights or alternative dispute resolution procedures where applicable.

17.7 Fraud and Safety Concerns

Open Jobs Ltd may prioritise complaints involving:

- fraud;
- identity theft;
- safeguarding concerns;
- data misuse;
- unlawful activity;
- security incidents.

17.8 Support Services

Open Jobs Ltd may provide Candidate support through:

- email support;
- account support;
- subscription support;
- technical assistance;
- service communications.

Support availability may vary and response times are not guaranteed.

17.9 Reservation of Rights

Open Jobs Ltd reserves the right to establish, modify and administer complaint handling procedures, investigation processes and support services as necessary to maintain Platform integrity and legal compliance.

ARTICLE 18 — INTELLECTUAL PROPERTY, USER CONTENT AND PLATFORM RIGHTS

18.1 Ownership of Intellectual Property

Open Nurses®, all associated services, software, databases, content, branding and technology are owned by or licensed to Open Jobs Ltd and are protected by applicable intellectual property laws.

Protected assets may include:

- Open Nurses® trademarks;
- logos;
- brand identity;
- software;
- databases;
- website content;
- mobile applications;
- graphics;
- service methodologies;
- artificial intelligence systems;
- recruitment technologies;
- educational materials;

- documentation.

All rights not expressly granted are reserved by Open Jobs Ltd.

18.2 Limited Licence to Candidates

Subject to compliance with these Candidate Terms, Candidates are granted a limited, non-exclusive, revocable and non-transferable licence to access and use Open Nurses® for personal and lawful purposes.

This licence does not permit:

- commercial exploitation;
- copying substantial Platform content;
- reverse engineering;
- database extraction;
- resale of services;
- unauthorised redistribution.

18.3 Candidate Content Ownership

Candidates retain ownership of intellectual property rights in Candidate Content uploaded to the Platform.

This may include:

- CVs;
- resumes;
- portfolios;
- certificates;

- qualifications;
 - photographs;
 - professional information;
 - supporting documentation.
-

18.4 Licence Granted to Open Jobs Ltd

By uploading Candidate Content, Candidates grant Open Jobs Ltd a worldwide, non-exclusive, royalty-free licence to:

- host;
- store;
- process;
- reproduce;
- display;
- distribute;
- transmit;
- analyse;
- format;
- administer;

such Content solely for the purposes of operating, maintaining, improving and delivering Platform services.

18.5 Candidate Warranties

Candidates warrant that:

- they own or control the necessary rights to uploaded Content;
- uploaded Content does not infringe third-party rights;
- uploaded Content is lawful;
- uploaded Content may be processed for Platform purposes.

Candidates remain responsible for all uploaded Content.

18.6 Employer Access to Candidate Content

Where Candidates:

- apply for Opportunities;
- enable Profile visibility;
- participate in recruitment services;

Candidate Content may be made available to Employers and authorised recruitment personnel.

Ownership of Candidate Content remains with the Candidate.

18.7 Feedback and Suggestions

Candidates may provide feedback, ideas, recommendations or suggestions relating to Open Nurses®.

Open Jobs Ltd may use such feedback without restriction and without any obligation to provide compensation.

18.8 Intellectual Property Complaints

Open Jobs Ltd may investigate claims relating to:

- copyright infringement;
- trademark infringement;
- ownership disputes;
- unauthorised use of Content.

Open Jobs Ltd may remove or restrict access to Content where reasonably necessary.

18.9 Reservation of Rights

Nothing within these Terms transfers ownership of any Intellectual Property belonging to Open Jobs Ltd.

All Platform rights remain reserved.

ARTICLE 19 — GENERAL TERMS, AMENDMENTS AND FORCE MAJEURE

19.1 Entire Agreement

These Candidate Terms, together with Volume 1, applicable policies, schedules and related legal documents, constitute the entire agreement between the Candidate and Open Jobs Ltd relating to the use of Open Nurses®.

19.2 Relationship of Parties

Nothing within these Terms creates:

- employment;
- partnership;
- agency;
- joint venture;

- worker status;
- fiduciary relationship.

The relationship between the Candidate and Open Jobs Ltd is solely governed by these Terms.

19.3 Assignment

Open Jobs Ltd may assign, transfer, subcontract or otherwise deal with its rights and obligations under these Terms where permitted by law.

Candidates may not assign or transfer rights without the prior written consent of Open Jobs Ltd.

19.4 Amendments and Updates

Open Jobs Ltd may modify:

- these Candidate Terms;
- Subscription Terms;
- policies;
- schedules;
- Platform functionality;
- service offerings.

Updated versions may be published through Open Nurses® and become effective upon publication or on the date specified.

19.5 Continued Use

Where permitted by law, continued use of Open Nurses® following publication of updated

Terms may constitute acceptance of those updates.

19.6 Severability

If any provision of these Terms becomes invalid, illegal or unenforceable, the remaining provisions shall continue in full force and effect.

19.7 No Waiver

Failure by Open Jobs Ltd to enforce any right or provision shall not constitute a waiver of that right or provision.

Any waiver must be made expressly and in writing.

19.8 Force Majeure

Open Jobs Ltd shall not be liable for delays, interruptions or failures resulting from circumstances beyond its reasonable control, including:

- natural disasters;
- epidemics;
- pandemics;
- cyber incidents;
- telecommunications failures;
- utility failures;
- governmental actions;
- labour disputes;
- acts of war;

- civil unrest.

19.9 Electronic Records

Candidates acknowledge that electronic records, communications and system logs may be used for:

- service administration;
- compliance;
- investigations;
- dispute resolution;
- auditing purposes.

19.10 Reservation of Rights

Open Jobs Ltd reserves all rights not expressly granted under these Terms and may take any lawful action necessary to protect its business, Users, systems and intellectual property.

ARTICLE 20 — GOVERNING LAW, JURISDICTION, CONTACT DETAILS AND NOTICES

20.1 Governing Law

These Candidate Terms shall be governed by and interpreted in accordance with the laws of England and Wales.

20.2 Jurisdiction

Subject to any mandatory consumer rights or legal protections, the courts of England and Wales shall have exclusive jurisdiction over disputes arising from or connected with these Terms and the use of Open Nurses®.

20.3 Consumer Rights

Nothing within these Candidate Terms excludes, restricts or limits any statutory rights or consumer protections that cannot lawfully be excluded.

20.4 Contact Information

Open Nurses®

Trading Name of Open Jobs Ltd

Company Number: 15096008

Website: opennurses.com

Email: contact@opennurses.com

20.5 Notices from Open Jobs Ltd

Open Jobs Ltd may provide notices through:

- email;
- Account notifications;
- dashboard notifications;
- website announcements;
- Platform messages;
- service communications.

Notices shall be deemed received when made available through the applicable communication channel.

20.6 Notices from Candidates

Candidates must provide accurate and current contact information.

Notices to Open Jobs Ltd should be sent using the contact details published on Open Nurses®.

20.7 Electronic Communications

Candidates consent to receiving communications electronically where permitted by applicable law.

Electronic communications may satisfy legal requirements for written communications.

20.8 Effective Delivery

Communications may be considered delivered when:

- transmitted electronically;
- published within the Platform;
- sent to the latest contact details provided by the Candidate;
- otherwise made reasonably accessible.

20.9 Survival

Any provisions which by their nature are intended to survive termination, suspension or account closure shall remain in force, including:

- payment obligations;
- intellectual property provisions;
- confidentiality obligations;
- liability limitations;

- dispute resolution provisions;
- governing law provisions.

20.10 Final Reservation of Rights

Open Jobs Ltd reserves all rights, remedies and protections available under applicable law.

The operation of Open Nurses®, Candidate Services and Subscription Services remains subject to ongoing legal, regulatory, technical and commercial requirements.

These Candidate Terms form part of the complete Open Nurses® legal framework and shall be interpreted accordingly.

TERMS AND CONDITIONS - VOLUME-4- Privacy, Data Governance & Information Security Framework

ARTICLE 1 — DEFINITIONS AND INTERPRETATION

1.1 Purpose of Definitions

The definitions contained within this Privacy, Cookies, Data Governance and Information Security Policy ("Privacy Policy") apply throughout Open Nurses®, all associated websites, applications, platforms, services, communications, policies, schedules and related legal documentation published by Open Jobs Ltd unless expressly stated otherwise.

These definitions are intended to ensure consistency, transparency, legal certainty and compliance with applicable data protection and privacy laws.

1.2 Definitions

Account

Account means a registered user profile created to access, manage or use services available through Open Nurses®.

Affiliate

Affiliate means any parent company, subsidiary, associated company, successor organisation, trading division, business unit or entity under common ownership or control with Open Jobs Ltd.

Candidate

Candidate means any individual who accesses, registers with, browses, applies through, communicates via or otherwise uses Open Nurses® for employment, education, professional registration, workforce mobility or related purposes.

Consent

Consent means any freely given, specific, informed and unambiguous indication of a Data Subject's wishes by which they signify agreement to the processing of Personal Data.

Controller

Controller means the natural or legal person that determines the purposes and means of processing Personal Data.

For the purposes of this Policy, Open Jobs Ltd generally acts as a Data Controller in relation to information processed through Open Nurses®.

Cookie

Cookie means a small text file stored on a device when a User accesses Open Nurses® for the purpose of functionality, analytics, security, preferences or service delivery.

Data Protection Laws

Data Protection Laws means all applicable privacy, data protection and information governance legislation, including:

- UK GDPR;
- Data Protection Act 2018;
- Privacy and Electronic Communications Regulations (PECR);
- applicable international privacy legislation;

and any amendments, replacements or successor legislation.

Data Subject

Data Subject means an identified or identifiable natural person whose Personal Data is processed.

Employer

Employer means any organisation, healthcare provider, NHS body, hospital, clinic, care provider, recruitment organisation, educational institution or other entity using Open Nurses®.

International Transfer

International Transfer means any transfer, access, storage or processing of Personal Data outside the United Kingdom or outside a jurisdiction providing an adequate level of data protection.

Open Nurses®

Open Nurses® means the healthcare workforce platform, recruitment marketplace, websites, applications, databases, communication systems, software and services operated by Open Jobs Ltd.

Open Jobs Ltd

Open Jobs Ltd means the legal owner and operator of Open Nurses®, incorporated in England and Wales under Company Number 15096008, together with its successors, assigns and authorised representatives.

Personal Data

Personal Data means any information relating to an identified or identifiable individual, including information that can directly or indirectly identify a person.

Examples may include:

- names;
- addresses;
- email addresses;
- telephone numbers;
- identification numbers;
- employment information;
- professional registration information;
- online identifiers;
- technical identifiers.

Processing

Processing means any operation performed on Personal Data including:

- collection;

- recording;
- storage;
- organisation;
- adaptation;
- retrieval;
- consultation;
- disclosure;
- transfer;
- restriction;
- deletion;
- destruction.

Processor

Processor means any natural or legal person that processes Personal Data on behalf of a Controller.

Professional Registration Information

Professional Registration Information means information relating to registrations, licences, certifications, memberships, authorisations or approvals issued by professional bodies, regulators or licensing authorities.

Special Category Data

Special Category Data means Personal Data requiring additional protection under applicable

law, including information relating to:

- health;
- biometric data;
- racial or ethnic origin;
- religious beliefs;
- trade union membership;
- genetic data;

or other protected categories recognised by applicable legislation.

User

User means any Candidate, Employer, Consultant, visitor, subscriber, organisation or other individual accessing or using Open Nurses®.

User Content

User Content means information, documents, communications, files, photographs, videos, applications, profiles and materials uploaded, submitted or transmitted by a User.

UK GDPR

UK GDPR means the United Kingdom General Data Protection Regulation as amended, supplemented or replaced from time to time.

1.3 Interpretation

Unless the context requires otherwise:

- a. words importing the singular include the plural and vice versa;
 - b. words importing a gender include all genders;
 - c. references to persons include individuals, organisations, companies, partnerships, public bodies and other legal entities;
 - d. references to legislation include amendments, replacements and successor legislation;
 - e. references to writing include electronic communications;
 - f. headings are included for convenience only and shall not affect interpretation;
 - g. the words "including", "includes" and "in particular" mean "including without limitation";
 - h. references to Articles and Schedules refer to provisions within this Policy.
-

1.4 Relationship with Other Policies

This Policy should be read together with:

- Volume 1 — Master Terms of Service;
- Volume 2 — Employer Subscription and Recruitment Services Agreement;
- Volume 3 — Candidate Terms and Subscription Terms;
- Cookie Policy;
- Information Security Policies;
- Data Retention Policies;
- applicable service-specific agreements.

Where a conflict arises, applicable data protection legislation shall take precedence.

1.5 Reservation of Rights

Open Jobs Ltd reserves all rights necessary to comply with applicable privacy, data protection, information security and regulatory requirements.

Nothing in this Policy shall limit any obligations imposed by applicable law.

ARTICLE 2 — PRIVACY COMMITMENT AND DATA PROTECTION PRINCIPLES

2.1 Our Commitment

Open Jobs Ltd is committed to protecting the privacy, confidentiality, integrity and security of Personal Data processed through Open Nurses®.

We recognise that Candidates, Employers, Consultants and other Users trust Open Nurses® with important personal and professional information. We are committed to processing such information responsibly, lawfully, fairly and transparently.

2.2 Privacy Principles

Open Jobs Ltd aims to process Personal Data in accordance with the following principles:

- lawfulness;
- fairness;
- transparency;
- purpose limitation;
- data minimisation;
- accuracy;
- storage limitation;
- integrity and confidentiality;
- accountability.

These principles guide the design, operation and governance of Open Nurses®.

2.3 Compliance with Data Protection Laws

Open Jobs Ltd seeks to comply with:

- UK GDPR;
 - Data Protection Act 2018;
 - Privacy and Electronic Communications Regulations (PECR);
 - applicable international privacy laws;
 - regulatory guidance issued by competent authorities.
-

2.4 Fair Processing

Personal Data shall only be processed where a lawful basis exists and where processing is reasonably necessary for legitimate business, contractual, legal or operational purposes.

2.5 Privacy by Design and Default

Open Jobs Ltd aims to incorporate privacy considerations into:

- Platform development;
 - service design;
 - recruitment technologies;
 - Artificial Intelligence systems;
 - operational processes;
 - information governance frameworks.
-

2.6 Security Commitment

Open Jobs Ltd shall take reasonable technical and organisational measures to protect Personal Data against:

- unauthorised access;
- accidental loss;
- unlawful destruction;
- alteration;
- disclosure;
- misuse.

No security system can guarantee absolute protection.

2.7 Transparency

Open Jobs Ltd aims to provide clear information regarding:

- data collection;
- data use;
- information sharing;
- retention periods;
- User rights;
- security measures.

2.8 User Responsibility

Users remain responsible for:

- maintaining accurate information;

- protecting account credentials;
 - safeguarding personal devices;
 - ensuring lawful sharing of information submitted to Open Nurses®.
-

2.9 Continuous Improvement

Open Jobs Ltd may periodically review and improve privacy, security and governance measures to reflect:

- legal developments;
 - technological changes;
 - operational requirements;
 - industry standards.
-

2.10 Reservation of Rights

Open Jobs Ltd reserves the right to modify privacy, governance and security procedures where necessary to maintain compliance, security and operational effectiveness.

ARTICLE 3 — DATA CONTROLLER INFORMATION AND CONTACT DETAILS

3.1 Data Controller

For the purposes of applicable Data Protection Laws, Open Jobs Ltd generally acts as the Data Controller in relation to Personal Data processed through Open Nurses®.

Open Jobs Ltd determines the purposes and means by which Personal Data is processed for Platform operations and associated services.

3.2 Organisation Details

Data Controller:

Open Jobs Ltd

Trading Name:

Open Nurses®

Company Number:

15096008

Jurisdiction:

England and Wales

3.3 Contact Information

General Privacy Contact:

Email: contact@opennurses.com

Website:

opennurses.com

Open Jobs Ltd may update contact information from time to time.

3.4 Data Protection Enquiries

Users may contact Open Jobs Ltd regarding:

- privacy matters;
- data protection concerns;
- Personal Data requests;
- correction requests;

- deletion requests;
- complaints;
- information governance matters.

Requests may require identity verification.

3.5 Third-Party Processing

Open Jobs Ltd may engage Processors and service providers to assist with:

- hosting;
- communications;
- analytics;
- recruitment technologies;
- payment processing;
- support services;
- security services.

Such providers may process Personal Data on behalf of Open Jobs Ltd subject to appropriate safeguards.

3.6 Joint Controller Situations

In certain circumstances Employers, recruitment partners or service providers may independently determine how Personal Data is processed.

Where this occurs, those organisations may act as separate Controllers and shall be responsible for their own privacy obligations.

3.7 Regulatory Cooperation

Open Jobs Ltd may cooperate with:

- Information Commissioner's Office (ICO);
- courts;
- regulators;
- law enforcement agencies;
- government authorities;

where required by applicable law.

3.8 Verification of Requests

Open Jobs Ltd may request additional information to verify the identity of individuals making privacy-related requests before taking action.

3.9 Updates

Contact details and governance arrangements may be updated periodically and published through Open Nurses®.

3.10 Reservation of Rights

Nothing in this Article limits the rights or obligations of Open Jobs Ltd under applicable Data Protection Laws.

ARTICLE 4 — CATEGORIES OF INFORMATION WE COLLECT

4.1 Purpose

This Article describes the categories of information that Open Jobs Ltd may collect, receive,

generate, process or otherwise handle through Open Nurses®.

The categories listed below are illustrative and may evolve as services develop.

4.2 Candidate Information

Information collected from Candidates may include:

- names;
- contact details;
- addresses;
- dates of birth;
- employment history;
- educational records;
- qualifications;
- professional registrations;
- licences;
- certifications;
- CVs and resumes;
- application records;
- profile information.

4.3 Employer Information

Information collected from Employers may include:

- organisation details;

- business registration information;
 - billing information;
 - authorised user details;
 - recruitment activity records;
 - account information;
 - communication records.
-

4.4 Consultant Information

Information collected from Consultants may include:

- contact details;
 - professional information;
 - contractual information;
 - commission records;
 - communication records;
 - service delivery records.
-

4.5 Account Information

Account information may include:

- usernames;
- passwords (stored securely);
- authentication records;

- login activity;
- account preferences;
- subscription information.

4.6 Communication Information

Information generated through communications may include:

- emails;
- messages;
- notifications;
- support requests;
- recruitment communications;
- interview communications.

4.7 Technical Information

Technical information may include:

- IP addresses;
- browser information;
- device identifiers;
- operating system information;
- usage data;
- cookies;
- log records;

- security events.

4.8 Payment Information

Where payments occur, information may include:

- billing details;
- transaction references;
- subscription records;
- payment status information.

Payment card information may be processed by authorised payment providers.

4.9 Recruitment Information

Recruitment-related information may include:

- Applications;
- Candidate introductions;
- interview records;
- recruitment outcomes;
- vacancy interactions;
- workforce activity records.

4.10 Special Category Data

Where necessary and legally permitted, Open Jobs Ltd may process Special Category Data including:

- health-related information;
- professional fitness information;
- regulatory information;
- diversity and equality information.

Additional safeguards may apply.

4.11 Automatically Generated Information

Open Nurses® may automatically generate information relating to:

- system usage;
- platform interactions;
- security monitoring;
- service performance;
- audit activities.

4.12 Information from Third Parties

Information may be received from:

- Employers;
- Consultants;
- educational institutions;
- professional regulators;
- service providers;

- publicly available sources;

where legally permitted.

4.13 Data Minimisation

Open Jobs Ltd aims to collect only information reasonably necessary for service delivery, compliance, security and legitimate operational purposes.

4.14 Reservation of Rights

Open Jobs Ltd reserves the right to collect and process additional categories of information where required for:

- service development;
- legal compliance;
- security;
- operational purposes;
- future Platform functionality;

subject to applicable Data Protection Laws.

ARTICLE 5 — HOW INFORMATION IS COLLECTED

5.1 Purpose

This Article explains how Open Jobs Ltd collects information through Open Nurses® and associated services.

Information may be collected directly from Users, automatically through Platform technologies or from authorised third-party sources.

5.2 Information Provided Directly by Users

Information may be collected when Users:

- create Accounts;
 - complete Profiles;
 - upload documents;
 - submit Applications;
 - purchase subscriptions;
 - communicate through the Platform;
 - contact support services;
 - participate in surveys or feedback programmes.
-

5.3 Information Collected During Recruitment Activity

Information may be collected when:

- Candidates apply for Opportunities;
 - Employers review Profiles;
 - interviews are arranged;
 - recruitment services are provided;
 - Candidate introductions occur;
 - workforce placement activities take place.
-

5.4 Information Collected Through Communications

Open Jobs Ltd may collect information contained within:

- emails;
- messages;
- support requests;
- notifications;
- recruitment communications;
- service enquiries.

Communication records may be retained for operational, compliance and dispute resolution purposes.

5.5 Automatically Collected Information

Open Nurses® may automatically collect information including:

- IP addresses;
- browser information;
- device identifiers;
- operating system information;
- session information;
- usage statistics;
- security logs;
- website interaction data.

5.6 Cookies and Tracking Technologies

Information may be collected through:

- cookies;
- pixels;
- tags;
- analytics tools;
- performance monitoring tools;
- security technologies.

Further information is provided within the Open Nurses® Cookie Policy.

5.7 Information from Employers

Open Jobs Ltd may receive information from Employers relating to:

- Applications;
 - recruitment outcomes;
 - interviews;
 - employment activity;
 - workforce interactions.
-

5.8 Information from Consultants and Partners

Information may be obtained from:

- Consultants;
- recruitment partners;
- workforce partners;
- educational institutions;

- service providers;
- professional bodies.

Such information shall only be processed where legally permitted.

5.9 Information from Public Sources

Open Jobs Ltd may collect information from publicly available sources including:

- professional registries;
- regulatory databases;
- public records;
- professional networking platforms;

where permitted by applicable law.

5.10 Fraud Prevention and Security Monitoring

Information may be collected to:

- detect fraud;
 - prevent misuse;
 - investigate suspicious activity;
 - protect Users;
 - maintain Platform security.
-

5.11 Data Accuracy

Users are encouraged to ensure that information provided remains accurate, current and complete.

Open Jobs Ltd may request updated information where necessary.

5.12 Reservation of Rights

Open Jobs Ltd reserves the right to collect information through lawful methods necessary for Platform operation, security, service delivery and legal compliance.

ARTICLE 6 — PURPOSES OF PROCESSING PERSONAL DATA

6.1 Purpose

Open Jobs Ltd processes Personal Data only where there is a lawful basis and a legitimate business, contractual, operational or legal purpose.

6.2 Platform Administration

Personal Data may be processed to:

- create Accounts;
- manage Profiles;
- authenticate Users;
- administer subscriptions;
- manage preferences;
- maintain Platform functionality.

6.3 Recruitment and Workforce Services

Personal Data may be processed to:

- facilitate Applications;
 - support recruitment processes;
 - provide Candidate introductions;
 - manage workforce services;
 - assist Employers;
 - support hiring activities.
-

6.4 Communication Services

Personal Data may be processed to:

- send notifications;
 - provide support;
 - deliver service updates;
 - respond to enquiries;
 - facilitate communications between Users.
-

6.5 Subscription Services

Personal Data may be processed to:

- administer subscriptions;
- process payments;
- deliver premium services;
- manage renewals;
- provide customer support.

6.6 Security and Fraud Prevention

Personal Data may be processed to:

- verify identities;
- prevent fraud;
- investigate misuse;
- monitor security;
- detect suspicious activity;
- protect Users and systems.

6.7 Compliance and Legal Obligations

Personal Data may be processed to:

- comply with laws;
- satisfy regulatory requirements;
- respond to lawful requests;
- maintain records;
- support audits and investigations.

6.8 Service Improvement

Personal Data may be processed to:

- improve services;

- develop new features;
- analyse usage trends;
- enhance user experience;
- conduct research and analytics.

Where possible, information may be aggregated or anonymised.

6.9 Artificial Intelligence and Automated Technologies

Personal Data may be processed through:

- recommendation systems;
- matching technologies;
- profile enhancement tools;
- Artificial Intelligence systems;
- workforce analytics tools.

Such processing is intended to improve service delivery and does not replace human decision-making where legally required.

6.10 Marketing Activities

Subject to applicable laws and User preferences, Personal Data may be processed to:

- provide promotional information;
- communicate opportunities;
- promote Platform services;
- inform Users of new features.

Users may opt out of marketing communications where required by law.

6.11 Business Operations

Personal Data may be processed for:

- governance;
 - administration;
 - financial management;
 - risk management;
 - quality assurance;
 - business continuity planning.
-

6.12 Reservation of Rights

Open Jobs Ltd reserves the right to process Personal Data for additional lawful purposes where permitted by applicable law and consistent with this Privacy Policy.

ARTICLE 7 — LAWFUL BASES FOR PROCESSING PERSONAL DATA

7.1 Purpose

This Article explains the lawful bases relied upon by Open Jobs Ltd when processing Personal Data through Open Nurses®.

Processing shall only occur where a valid legal basis exists under applicable Data Protection Laws.

7.2 Contractual Necessity

Open Jobs Ltd may process Personal Data where processing is necessary to:

- create Accounts;
- provide Platform services;
- administer subscriptions;
- facilitate Applications;
- deliver recruitment services;
- fulfil contractual obligations.

Without such processing, certain services may not be available.

7.3 Legitimate Interests

Open Jobs Ltd may process Personal Data where necessary for legitimate interests including:

- operating Open Nurses®;
- improving services;
- maintaining security;
- preventing fraud;
- supporting recruitment activities;
- protecting Users;
- conducting analytics.

Legitimate interests shall be balanced against the rights and freedoms of Data Subjects.

7.4 Legal Obligations

Personal Data may be processed where necessary to comply with:

- statutory obligations;

- regulatory requirements;
 - court orders;
 - governmental requests;
 - legal reporting obligations.
-

7.5 Consent

Where required by law, Open Jobs Ltd may rely upon Consent for processing activities including:

- certain marketing communications;
- optional cookies;
- specific data-sharing activities;
- certain Special Category Data processing activities.

Consent may be withdrawn at any time where applicable.

7.6 Vital Interests

Personal Data may be processed where necessary to protect the vital interests of a Data Subject or another individual.

This basis may be used only in exceptional circumstances.

7.7 Public Interest

Where applicable, processing may occur where necessary for tasks carried out in the public interest or under official authority.

7.8 Special Category Data Conditions

Where Special Category Data is processed, Open Jobs Ltd shall rely upon an appropriate lawful basis together with an additional legal condition required under applicable Data Protection Laws.

Additional safeguards may be implemented.

7.9 Multiple Legal Bases

Certain processing activities may rely upon more than one lawful basis.

The applicable lawful basis may vary according to:

- service type;
 - User relationship;
 - processing activity;
 - legal requirements.
-

7.10 Changes to Legal Bases

Open Jobs Ltd may review and update the lawful bases relied upon where:

- services evolve;
 - laws change;
 - processing activities change;
 - regulatory guidance develops.
-

7.11 Transparency Commitment

Open Jobs Ltd aims to provide transparent information regarding the legal bases used for processing Personal Data and the reasons such processing is necessary.

7.12 Reservation of Rights

Open Jobs Ltd reserves the right to rely upon any lawful basis available under applicable Data Protection Laws where appropriate and legally permitted.

ARTICLE 8 — SPECIAL CATEGORY DATA AND SENSITIVE INFORMATION

8.1 Purpose

This Article governs the collection, processing, storage, protection and disclosure of Special Category Data and other sensitive information processed through Open Nurses®.

Open Jobs Ltd recognises that certain categories of information require enhanced legal protection and additional safeguards.

8.2 Special Category Data

Special Category Data may include information relating to:

- physical health;
- mental health;
- disability status;
- biometric information;
- genetic information;
- racial or ethnic origin;
- religious or philosophical beliefs;
- trade union membership;
- sexual orientation;

- other protected categories recognised under applicable Data Protection Laws.

8.3 Healthcare Workforce Information

Due to the nature of healthcare recruitment and workforce services, Open Nurses® may process information relating to:

- occupational health requirements;
- fitness to practise information;
- professional registration matters;
- safeguarding requirements;
- vaccination records where legally required;
- regulatory compliance information.

Processing shall only occur where legally permitted.

8.4 Lawful Processing Conditions

Special Category Data shall only be processed where:

- a lawful basis exists under Article 7;
- an additional legal condition exists under applicable Data Protection Laws;
- appropriate safeguards have been implemented.

8.5 Consent-Based Processing

Where required by law, Open Jobs Ltd may obtain explicit consent before processing certain categories of sensitive information.

Consent may be withdrawn subject to legal and operational limitations.

8.6 Equality, Diversity and Inclusion Information

Open Jobs Ltd may process equality monitoring information for purposes including:

- diversity reporting;
- workforce analytics;
- equality monitoring;
- inclusion initiatives;
- legal compliance.

Where possible, such information may be aggregated, anonymised or pseudonymised.

8.7 Restricted Access

Access to Special Category Data shall be limited to:

- authorised personnel;
- authorised service providers;
- authorised recruitment personnel;
- regulatory or legal authorities where required.

Access shall be restricted on a need-to-know basis.

8.8 Additional Security Measures

Open Jobs Ltd may implement enhanced protections including:

- encryption;

- restricted access controls;
 - security monitoring;
 - audit logging;
 - data segregation;
 - enhanced authentication procedures.
-

8.9 Disclosure Restrictions

Special Category Data shall not be disclosed unless:

- authorised by law;
 - required for service delivery;
 - required for recruitment activities;
 - authorised by the Data Subject where applicable.
-

8.10 Retention and Disposal

Sensitive information shall not be retained longer than reasonably necessary and shall be securely deleted, anonymised or destroyed where appropriate.

8.11 Reservation of Rights

Open Jobs Ltd reserves the right to process Special Category Data where legally permitted and necessary for service delivery, compliance, workforce administration, recruitment services and Platform operations.

ARTICLE 9 — SHARING PERSONAL DATA WITH EMPLOYERS AND RECRUITMENT PARTNERS

9.1 Purpose

This Article explains how Personal Data may be shared with Employers, recruitment partners and authorised workforce organisations through Open Nurses®.

9.2 Candidate Applications

Where a Candidate submits an Application, Open Jobs Ltd may share relevant information with the relevant Employer for recruitment purposes.

Information shared may include:

- Profile information;
 - CVs;
 - qualifications;
 - professional registrations;
 - licences;
 - supporting documentation;
 - Application responses.
-

9.3 Profile Visibility Services

Where Candidates choose to make Profiles visible, authorised Employers may be permitted to view certain Profile information.

Visibility settings may vary according to:

- Candidate preferences;
- subscription services;
- recruitment services;

- Platform functionality.

9.4 Employer Access Rights

Employers may access information solely for legitimate purposes including:

- recruitment;
- workforce planning;
- hiring decisions;
- employment administration;
- workforce compliance.

Employers remain independently responsible for their own privacy obligations.

9.5 Recruitment Services

Where Open Jobs Ltd provides Recruitment Services, Personal Data may be shared with:

- Employers;
- recruitment consultants;
- workforce partners;
- hiring managers;
- authorised representatives.

Such sharing shall be limited to legitimate recruitment purposes.

9.6 International Recruitment

Where international recruitment opportunities are pursued, Personal Data may be shared with:

- overseas Employers;
- professional regulators;
- licensing authorities;
- immigration advisers;
- workforce partners;

subject to applicable legal safeguards.

9.7 Employer Responsibilities

Employers receiving Personal Data are expected to:

- comply with applicable privacy laws;
- maintain confidentiality;
- protect Candidate information;
- use information only for legitimate recruitment purposes.

Open Jobs Ltd cannot control all actions taken by independent Employers.

9.8 Candidate Consent and Authorisation

Submission of an Application or participation in recruitment services may constitute authorisation for Open Jobs Ltd to share relevant information with authorised recruitment parties.

Additional consent may be requested where required by law.

9.9 Restrictions on Sharing

Open Jobs Ltd may refuse, restrict or limit information sharing where:

- legal obligations require action;
- privacy concerns arise;
- security concerns exist;
- Candidate settings limit disclosure.

9.10 Reservation of Rights

Open Jobs Ltd reserves the right to establish, modify and administer recruitment-related information-sharing arrangements necessary for service delivery, recruitment services and workforce operations.

ARTICLE 10 — SHARING PERSONAL DATA WITH CONSULTANTS, SERVICE PROVIDERS AND BUSINESS PARTNERS

10.1 Purpose

This Article governs the sharing of Personal Data with authorised Consultants, Processors, service providers, technology providers and business partners engaged by Open Jobs Ltd.

10.2 Authorised Service Providers

Open Jobs Ltd may engage third parties to assist with:

- cloud hosting;
- data storage;
- email delivery;
- customer support;
- analytics;
- security services;

- payment processing;
- recruitment technologies;
- Platform development.

Such providers may process Personal Data on behalf of Open Jobs Ltd.

10.3 Consultants and Recruitment Personnel

Personal Data may be shared with authorised:

- Consultants;
- recruitment advisers;
- sourcing specialists;
- account managers;
- workforce partners;
- recruitment coordinators.

Such access shall be limited to information reasonably necessary for service delivery.

10.4 Payment Providers

Where payments occur, information may be shared with authorised payment providers for:

- transaction processing;
- fraud prevention;
- billing administration;
- financial compliance.

Payment providers may operate under separate privacy policies.

10.5 Technology Providers

Open Jobs Ltd may utilise third-party technologies including:

- analytics tools;
- communication systems;
- Artificial Intelligence systems;
- security technologies;
- customer relationship management systems;
- recruitment software.

Appropriate contractual safeguards may be implemented where required.

10.6 Professional Advisers

Personal Data may be disclosed to:

- legal advisers;
- auditors;
- accountants;
- insurers;
- compliance professionals;

where reasonably necessary for legitimate business purposes.

10.7 Corporate Transactions

Where permitted by law, Personal Data may be transferred in connection with:

- mergers;
- acquisitions;
- investments;
- restructures;
- asset sales;
- business transfers.

Appropriate safeguards shall be implemented where required.

10.8 Confidentiality Obligations

Third parties receiving Personal Data may be required to:

- maintain confidentiality;
- implement security measures;
- process data lawfully;
- comply with contractual obligations.

10.9 Due Diligence

Open Jobs Ltd may conduct reasonable due diligence before engaging service providers who process Personal Data on its behalf.

10.10 Reservation of Rights

Open Jobs Ltd reserves the right to appoint, replace or remove Consultants, Processors,

service providers and business partners where necessary for operational, commercial, security or legal reasons, subject to applicable Data Protection Laws.

ARTICLE 11 — REGULATORY, LEGAL AND MANDATORY DISCLOSURES

11.1 Purpose

This Article governs the disclosure of Personal Data where disclosure is required, permitted or authorised under applicable law, regulatory obligations, legal proceedings or public interest requirements.

Open Jobs Ltd may disclose Personal Data where it reasonably believes such disclosure is necessary to comply with legal obligations, protect rights, prevent harm or support lawful investigations.

11.2 Regulatory Authorities

Open Jobs Ltd may disclose Personal Data to:

- the Information Commissioner's Office (ICO);
- professional regulators;
- healthcare regulators;
- licensing authorities;
- accreditation bodies;
- government departments;
- supervisory authorities;

where disclosure is legally required or authorised.

11.3 Courts and Legal Proceedings

Personal Data may be disclosed:

- pursuant to court orders;
- tribunal proceedings;
- arbitration proceedings;
- legal claims;
- dispute resolution processes;
- judicial requests.

Open Jobs Ltd may take reasonable steps to verify the validity of such requests before disclosure.

11.4 Law Enforcement Agencies

Open Jobs Ltd may disclose Personal Data to:

- police services;
- criminal investigation authorities;
- fraud prevention agencies;
- law enforcement bodies;
- national security agencies;

where legally required or reasonably necessary.

11.5 Immigration and Workforce Authorities

Where relevant to workforce mobility, sponsorship or immigration matters, Personal Data may be disclosed to:

- immigration authorities;
- visa authorities;

- workforce regulators;
- sponsorship compliance bodies;
- governmental agencies.

Such disclosure shall occur only where permitted or required by law.

11.6 Protection of Rights and Safety

Open Jobs Ltd may disclose Personal Data where reasonably necessary to:

- protect Users;
- prevent fraud;
- investigate misconduct;
- enforce legal rights;
- protect public safety;
- protect Platform security.

11.7 Fraud Prevention and Risk Management

Personal Data may be shared with:

- fraud prevention organisations;
- security service providers;
- compliance organisations;
- verification providers;

for the purpose of preventing unlawful activity and protecting Platform integrity.

11.8 Emergency Circumstances

In exceptional circumstances, Personal Data may be disclosed where reasonably necessary to protect:

- life;
- health;
- safety;
- vital interests of individuals.

Such disclosures shall be limited to what is reasonably necessary.

11.9 Record Keeping

Open Jobs Ltd may maintain records relating to:

- disclosure requests;
- regulatory requests;
- legal disclosures;
- compliance actions;
- law enforcement cooperation.

Records may be retained in accordance with legal and operational requirements.

11.10 Reservation of Rights

Open Jobs Ltd reserves the right to disclose Personal Data where required, authorised or permitted under applicable law and to cooperate with regulatory, legal and governmental authorities as necessary.

ARTICLE 12 — INTERNATIONAL DATA TRANSFERS AND CROSS-BORDER PROCESSING

12.1 Purpose

This Article governs the transfer, storage, access and processing of Personal Data outside the United Kingdom and other jurisdictions where Open Nurses® operates.

Open Jobs Ltd is committed to ensuring that international transfers are conducted in accordance with applicable Data Protection Laws.

12.2 International Operations

Open Nurses® may provide services to:

- Candidates;
- Employers;
- Consultants;
- educational institutions;
- workforce partners;
- healthcare organisations;

located in different countries and jurisdictions.

As a result, Personal Data may be processed internationally.

12.3 Circumstances Where Transfers May Occur

International transfers may occur in connection with:

- recruitment services;
- workforce mobility programmes;
- international employment opportunities;

- cloud hosting services;
- technology providers;
- customer support operations;
- regulatory processes;
- professional registration activities

ARTICLE 13 — COOKIES, TRACKING TECHNOLOGIES AND ONLINE IDENTIFIERS

13.1 Purpose

This Article explains how Open Jobs Ltd uses Cookies, tracking technologies, online identifiers and similar technologies through Open Nurses®.

These technologies help operate, secure, improve and personalise Platform services.

13.2 What Are Cookies

Cookies are small text files stored on a User's device when visiting Open Nurses®.

Cookies may:

- remember preferences;
- improve functionality;
- maintain security;
- support authentication;
- analyse usage;
- improve user experience.

13.3 Categories of Cookies

Open Nurses® may use:

Essential Cookies

Necessary for:

- account login;
- security;
- authentication;
- fraud prevention;
- platform functionality.

These Cookies are generally required for operation of the Platform.

Functional Cookies

Used to:

- remember preferences;
- save settings;
- improve usability;
- personalise experiences.

Analytics Cookies

Used to:

- understand usage patterns;
- analyse performance;

- measure engagement;
- improve services;
- identify technical issues.

Performance Cookies

Used to:

- optimise speed;
- improve reliability;
- monitor system performance;
- support operational efficiency.

Marketing Cookies

Used to:

- measure campaign effectiveness;
- deliver relevant promotions;
- support advertising activities;
- improve communication relevance.

Where required by law, consent shall be obtained before use.

13.4 Similar Technologies

Open Jobs Ltd may also use:

- web beacons;

- tracking pixels;
- tags;
- scripts;
- software development kits (SDKs);
- device identifiers;
- session technologies.

These technologies may operate similarly to Cookies.

13.5 Consent Management

Where required by applicable law:

- Users may accept Cookies;
- Users may reject non-essential Cookies;
- Users may modify preferences;
- Users may withdraw consent.

Cookie preferences may be managed through available settings and consent tools.

13.6 Browser Controls

Users may also manage Cookies through browser settings.

Disabling certain Cookies may affect:

- functionality;
- performance;

- account access;
- user experience.

13.7 Third-Party Cookies

Certain Cookies may be placed by authorised third parties including:

- analytics providers;
- advertising partners;
- technology providers;
- security service providers.

Such providers may operate under their own privacy policies.

13.8 Security and Fraud Prevention

Cookies and tracking technologies may be used to:

- detect suspicious activity;
- prevent fraud;
- maintain security;
- protect User Accounts;
- identify misuse.

13.9 Retention

Cookie retention periods may vary according to:

- Cookie type;

- operational requirements;
- legal requirements;
- User preferences.

Some Cookies expire automatically while others remain until deleted.

13.10 Reservation of Rights

Open Jobs Ltd reserves the right to implement, modify, replace or remove Cookies and tracking technologies where necessary for Platform operation, security, compliance and service improvement.

ARTICLE 14 — ANALYTICS, ARTIFICIAL INTELLIGENCE, AUTOMATED PROCESSING AND SERVICE IMPROVEMENT

14.1 Purpose

This Article explains how Open Jobs Ltd may use analytics, Artificial Intelligence technologies, automated systems and data-driven tools to operate, improve and develop Open Nurses®.

14.2 Analytics Activities

Open Jobs Ltd may analyse information to:

- understand Platform usage;
- improve services;
- optimise performance;
- enhance user experience;
- develop new functionality;
- identify trends;

- support operational decision-making.

Analytics may be conducted using aggregated, anonymised or identifiable information where legally permitted.

14.3 Artificial Intelligence Technologies

Open Nurses® may utilise Artificial Intelligence technologies including:

- recommendation systems;
- matching technologies;
- profile enhancement tools;
- workforce analytics;
- search optimisation tools;
- content recommendation systems;
- customer support technologies.

AI systems may evolve over time.

14.4 Recruitment and Matching Technologies

Automated systems may assist with:

- opportunity recommendations;
- candidate matching;
- profile visibility;
- search rankings;
- workforce insights;

- recruitment administration.

Such systems are intended to support recruitment activity and do not replace human decision-making where required.

14.5 Automated Processing

Open Jobs Ltd may use automated technologies to:

- verify information;
- identify fraud;
- detect security threats;
- monitor compliance;
- improve Platform performance.

Appropriate safeguards shall be implemented where required by law.

14.6 No Fully Automated Employment Decisions

Unless expressly stated and legally permitted, Open Jobs Ltd does not make employment decisions solely through automated processing.

Employers remain responsible for:

- hiring decisions;
- interviews;
- employment offers;
- recruitment outcomes.

14.7 Service Improvement

Information may be processed to:

- improve recruitment tools;
- improve subscription services;
- enhance security;
- improve communications;
- develop new products;
- improve operational efficiency.

14.8 Research and Development

Open Jobs Ltd may use information for:

- testing;
- research;
- development;
- quality assurance;
- innovation initiatives.

Where possible, anonymisation or pseudonymisation techniques may be applied.

14.9 User Rights

Where applicable Data Protection Laws provide rights relating to automated processing, Users may exercise such rights in accordance with applicable legal requirements.

14.10 Safeguards

Open Jobs Ltd may implement safeguards including:

- human oversight;
- auditing procedures;
- bias monitoring;
- security controls;
- access restrictions;
- governance frameworks.

14.11 Reservation of Rights

Open Jobs Ltd reserves the right to implement, modify, enhance, replace or discontinue analytics systems, Artificial Intelligence technologies and automated processing tools as necessary for service delivery, innovation, security and operational efficiency, subject to applicable law.

ARTICLE 15 — DATA SUBJECT RIGHTS AND INDIVIDUAL PRIVACY RIGHTS

15.1 Purpose

This Article explains the rights that individuals may have under applicable Data Protection Laws in relation to Personal Data processed by Open Jobs Ltd through Open Nurses®.

The availability of rights may vary depending upon the nature of the processing activity, the legal basis relied upon and applicable legal requirements.

15.2 Right of Access

Data Subjects may request confirmation as to whether Personal Data relating to them is being processed.

Where applicable, Data Subjects may request access to:

- Personal Data;
 - processing information;
 - categories of information processed;
 - recipients of information;
 - retention information;
 - applicable safeguards.
-

15.3 Right to Rectification

Data Subjects may request correction of:

- inaccurate information;
- incomplete information;
- outdated information.

Open Jobs Ltd may require supporting evidence before making corrections.

15.4 Right to Erasure

Where permitted by law, Data Subjects may request deletion of Personal Data.

This right may be subject to limitations where information is required for:

- legal obligations;
- contractual obligations;
- fraud prevention;
- dispute resolution;
- regulatory compliance.

15.5 Right to Restriction of Processing

Data Subjects may request restriction of processing in circumstances permitted by applicable law.

During restriction periods, certain processing activities may be limited.

15.6 Right to Data Portability

Where applicable, Data Subjects may request transfer of certain Personal Data in a structured, commonly used and machine-readable format.

15.7 Right to Object

Data Subjects may object to certain processing activities including:

- direct marketing;
- legitimate interest processing;
- certain analytics activities.

Open Jobs Ltd shall consider such objections in accordance with applicable law.

15.8 Right to Withdraw Consent

Where processing is based upon Consent, Data Subjects may withdraw Consent at any time.

Withdrawal shall not affect processing carried out before withdrawal.

15.9 Rights Relating to Automated Processing

Where applicable law provides such rights, Data Subjects may request review of certain automated processing activities.

15.10 Verification Requirements

Open Jobs Ltd may require identity verification before fulfilling requests to protect Personal Data and prevent unauthorised disclosure.

15.11 Timeframes

Requests shall generally be handled within the time periods required by applicable law.

Complex requests may require additional time where legally permitted.

15.12 Reservation of Rights

Open Jobs Ltd reserves the right to refuse, restrict or limit requests where permitted by applicable law, including where requests are manifestly unfounded, excessive or conflict with legal obligations.

ARTICLE 16 — DATA SUBJECT REQUESTS, VERIFICATION AND RESPONSE PROCEDURES

16.1 Purpose

This Article establishes the procedures used by Open Jobs Ltd when receiving, reviewing and responding to privacy-related requests from Data Subjects.

16.2 Submission of Requests

Requests may relate to:

- access;
- correction;

- deletion;
- restriction;
- portability;
- objections;
- withdrawal of consent;
- privacy concerns.

Requests should be submitted through authorised communication channels.

16.3 Information Required

To process a request, Open Jobs Ltd may require:

- full name;
- contact details;
- account information;
- description of the request;
- supporting documentation where appropriate.

16.4 Identity Verification

Open Jobs Ltd may request additional information to verify identity before:

- releasing Personal Data;
- making corrections;
- deleting information;

- implementing restrictions.

Verification procedures are designed to protect individuals from unauthorised disclosures.

16.5 Assessment of Requests

Requests may be assessed to determine:

- identity of the requester;
- scope of the request;
- applicable legal rights;
- applicable exemptions;
- operational feasibility.

16.6 Clarification Requests

Where necessary, Open Jobs Ltd may request clarification to better understand the scope of a request.

Response periods may pause while clarification is awaited where legally permitted.

16.7 Refusal of Requests

Requests may be refused where:

- legal exemptions apply;
- identity cannot be verified;
- requests are manifestly unfounded;
- requests are excessive;

- compliance would adversely affect the rights of others.

Reasons may be provided where required by law.

16.8 Third-Party Requests

Requests submitted by representatives, legal advisers or authorised third parties may require additional verification and evidence of authority.

16.9 Record Keeping

Open Jobs Ltd may retain records relating to:

- requests received;
- verification procedures;
- decisions made;
- actions taken;
- correspondence.

Such records may be retained for compliance and audit purposes.

16.10 Continuous Improvement

Open Jobs Ltd may periodically review request-handling procedures to improve compliance, efficiency and security.

16.11 Reservation of Rights

Open Jobs Ltd reserves the right to establish, modify and administer procedures relating to Data Subject Requests in accordance with applicable Data Protection Laws.

ARTICLE 17 — PRIVACY COMPLAINTS, REGULATORY RIGHTS AND SUPERVISORY AUTHORITIES

17.1 Purpose

This Article explains how individuals may raise privacy concerns, submit complaints and exercise regulatory rights relating to Personal Data processed through Open Nurses®.

17.2 Internal Complaints

Individuals who have concerns regarding:

- privacy practices;
- data protection matters;
- information security;
- data sharing;
- processing activities;
- individual rights;

may contact Open Jobs Ltd in the first instance.

Open Jobs Ltd encourages concerns to be raised promptly to facilitate resolution.

17.3 Complaint Information

Complaints should include:

- name;
- contact information;
- account details where applicable;
- description of the concern;

- relevant supporting information.

Additional information may be requested where necessary.

17.4 Investigation Process

Open Jobs Ltd may:

- acknowledge receipt;
- review available records;
- investigate the concern;
- request clarification;
- communicate findings;
- implement corrective actions where appropriate.

Investigation times may vary depending upon complexity.

17.5 Resolution Options

Where appropriate, resolutions may include:

- clarification;
- correction of information;
- implementation of safeguards;
- restriction of processing;
- deletion of information;
- policy improvements;

- operational improvements.

17.6 Right to Contact Supervisory Authorities

Individuals may have the right to lodge complaints with a competent supervisory authority if they believe Personal Data has been processed unlawfully.

For individuals located in the United Kingdom, the primary supervisory authority is:

Information Commissioner's Office (ICO).

Complaints may be submitted directly to the ICO in accordance with its procedures.

17.7 Cooperation with Authorities

Open Jobs Ltd may cooperate with:

- supervisory authorities;
- regulatory bodies;
- courts;
- law enforcement agencies;
- governmental authorities;

where required by law.

17.8 Non-Retaliation

Open Jobs Ltd shall not discriminate against, penalise or retaliate against individuals solely because they exercise privacy rights or submit complaints in good faith.

17.9 Regulatory Developments

Open Jobs Ltd may modify privacy procedures, complaint handling processes and governance frameworks in response to:

- legal developments;
- regulatory guidance;
- industry standards;
- operational requirements.

17.10 Reservation of Rights

Open Jobs Ltd reserves all rights available under applicable Data Protection Laws and may take any action necessary to maintain compliance, protect Users and safeguard the integrity of Open Nurses® and its information governance framework.

ARTICLE 18 — INFORMATION SECURITY, CYBERSECURITY AND DATA PROTECTION CONTROLS

18.1 Purpose

This Article establishes the information security, cybersecurity and data protection principles adopted by Open Jobs Ltd to protect Personal Data, Platform systems, Users and business operations.

Open Jobs Ltd recognises the importance of maintaining the confidentiality, integrity, availability and resilience of information assets.

18.2 Security Framework

Open Jobs Ltd may implement administrative, technical and organisational measures designed to:

- protect Personal Data;
- safeguard User Accounts;

- prevent unauthorised access;
 - reduce cybersecurity risks;
 - maintain service availability;
 - support regulatory compliance.
-

18.3 Access Controls

Access to Personal Data and Platform systems may be restricted through:

- role-based access controls;
- user authentication;
- password management procedures;
- privileged access controls;
- account monitoring;
- access review processes.

Access shall be granted only where reasonably necessary.

18.4 Authentication and Identity Management

Open Jobs Ltd may utilise:

- password authentication;
- multi-factor authentication;
- identity verification controls;
- session management systems;
- device monitoring technologies.

Security measures may evolve over time.

18.5 Encryption and Protection Technologies

Open Jobs Ltd may use security technologies including:

- encryption in transit;
- encryption at rest;
- secure communication protocols;
- tokenisation;
- pseudonymisation;
- data masking.

The level of protection applied may vary according to operational requirements and risk assessments.

18.6 Monitoring and Threat Detection

Platform systems may be monitored to:

- identify security threats;
- detect suspicious activity;
- investigate misuse;
- prevent fraud;
- maintain operational security.

Monitoring may include automated and manual processes.

18.7 Security Testing

Open Jobs Ltd may conduct:

- vulnerability assessments;
- penetration testing;
- security reviews;
- risk assessments;
- compliance reviews.

Testing may be performed internally or through authorised third parties.

18.8 Incident Management

Open Jobs Ltd may maintain procedures for:

- incident detection;
- incident response;
- investigation;
- containment;
- recovery;
- remediation.

Security incidents shall be managed according to risk and legal requirements.

18.9 Employee and Contractor Responsibilities

Personnel with access to information systems may be required to:

- maintain confidentiality;
- comply with security procedures;
- complete security training;
- report security concerns promptly.

18.10 No Absolute Security Guarantee

While Open Jobs Ltd implements reasonable security measures, no system can guarantee absolute protection against all threats, cyberattacks or security incidents.

18.11 Reservation of Rights

Open Jobs Ltd reserves the right to implement, modify, strengthen or replace security controls where necessary to protect Users, systems, Personal Data and business operations.

ARTICLE 19 — DATA RETENTION, ARCHIVING, DELETION AND GOVERNANCE

19.1 Purpose

This Article governs the retention, storage, archiving, deletion and governance of information processed through Open Nurses®.

Open Jobs Ltd aims to retain information only for as long as reasonably necessary to fulfil legitimate business, legal, regulatory and operational purposes.

19.2 Retention Principles

Information may be retained for purposes including:

- service delivery;
- recruitment activities;
- account administration;

- legal compliance;
- dispute resolution;
- fraud prevention;
- auditing;
- business continuity.

Retention periods may vary according to the nature of the information.

19.3 Categories of Retention

Open Jobs Ltd may retain:

- Candidate records;
- Employer records;
- Consultant records;
- Application records;
- communication records;
- payment records;
- security logs;
- compliance records.

Different retention schedules may apply to different categories of information.

19.4 Archiving

Information may be archived where:

- active use has ceased;
- legal obligations require retention;
- operational requirements justify preservation;
- historical records are required.

Archived information may be subject to additional access restrictions.

19.5 Deletion and Destruction

Where information is no longer required, Open Jobs Ltd may:

- permanently delete information;
- anonymise information;
- securely destroy records;
- remove identifiers.

Deletion procedures may be subject to legal and operational limitations.

19.6 Account Closure

Following account closure, certain information may continue to be retained where necessary for:

- legal obligations;
- compliance requirements;
- fraud prevention;
- disputes;
- security purposes.

Account closure does not automatically require immediate deletion of all information.

19.7 Legal Holds

Open Jobs Ltd may suspend deletion procedures where information is required for:

- litigation;
- investigations;
- regulatory proceedings;
- law enforcement requests;
- legal preservation obligations.

19.8 Governance and Oversight

Open Jobs Ltd may maintain governance frameworks including:

- retention schedules;
- information audits;
- compliance reviews;
- record management procedures;
- security controls.

19.9 Accuracy and Review

Open Jobs Ltd may periodically review retained information to:

- improve accuracy;
- remove unnecessary information;

- update records;
- improve governance.

19.10 Reservation of Rights

Open Jobs Ltd reserves the right to establish, amend and administer retention schedules, deletion procedures and information governance frameworks in accordance with applicable laws and operational requirements.

ARTICLE 20 — GENERAL PRIVACY PROVISIONS, POLICY CHANGES AND CONTACT INFORMATION

20.1 Entire Privacy Framework

This Privacy, Cookies, Data Governance and Information Security Policy forms part of the wider Open Nurses® legal framework and should be read together with:

- Volume 1 — Master Terms of Service;
- Volume 2 — Employer Subscription and Recruitment Services Agreement;
- Volume 3 — Candidate Terms and Subscription Terms;
- Cookie Policies;
- Information Security Policies;
- applicable service-specific agreements.

20.2 Relationship with Applicable Law

Where any provision of this Policy conflicts with applicable Data Protection Laws, the applicable law shall prevail to the extent of the conflict.

Nothing within this Policy limits rights that cannot legally be excluded.

20.3 Updates to this Policy

Open Jobs Ltd may amend, update or replace this Policy from time to time to reflect:

- legal developments;
- regulatory requirements;
- technological changes;
- service developments;
- operational improvements.

Updated versions may be published through Open Nurses® and become effective on the stated effective date.

20.4 Continued Use

Where permitted by law, continued use of Open Nurses® following publication of an updated Policy may constitute acceptance of the updated Policy.

20.5 Severability

If any provision of this Policy is determined to be invalid, illegal or unenforceable, the remaining provisions shall continue in full force and effect.

20.6 No Waiver

Failure by Open Jobs Ltd to enforce any provision of this Policy shall not constitute a waiver of any rights or remedies.

20.7 Contact Information

Open Nurses®
Trading Name of Open Jobs Ltd

Company Number: 15096008

Website: opennurses.com

Email: contact@opennurses.com

20.8 Privacy Enquiries

Questions relating to:

- privacy;
- data protection;
- information security;
- data subject rights;
- complaints;
- governance matters;

may be submitted using the contact details provided by Open Jobs Ltd.

20.9 Regulatory Rights

Nothing within this Policy restricts the right of any individual to contact:

- the Information Commissioner's Office (ICO);
- competent supervisory authorities;
- courts;
- regulators;

where such rights exist under applicable law.

20.10 Final Reservation of Rights

Open Jobs Ltd reserves all rights necessary to:

- operate Open Nurses®;
- protect Users;
- comply with legal obligations;
- maintain security;
- protect business operations;
- safeguard Personal Data.

This Privacy, Cookies, Data Governance and Information Security Policy shall be interpreted in a manner that promotes lawful processing, transparency, accountability, security and the protection of individual privacy rights.

TERMS AND CONDITIONS - VOLUME-5- Consultant, Referral & Commercial Partnership Agreement

ARTICLE 1 — DEFINITIONS AND INTERPRETATION

1.1 Purpose of Definitions

The definitions contained within this Consultant, Partner and Commercial Services Agreement ("Agreement") apply throughout this Agreement, all related schedules, commission plans, commercial arrangements, consultant policies and associated documentation published by Open Jobs Ltd.

These definitions are intended to provide consistency, legal certainty and commercial clarity regarding the relationship between Open Jobs Ltd and Consultants.

1.2 Definitions

Agreement

Agreement means this Consultant, Partner and Commercial Services Agreement together with all schedules, commission plans, commercial terms, policies and documents incorporated by reference.

Candidate

Candidate means any individual introduced, referred, sourced, identified, recommended, submitted or otherwise connected to Open Nurses® or an Employer for employment, education, workforce mobility, professional registration or related opportunities.

Client

Client means any Employer, organisation, business, institution, healthcare provider or other entity receiving services through Open Nurses®.

Commission

Commission means any payment, revenue share, referral fee, performance incentive or other compensation payable to a Consultant under a written agreement with Open Jobs Ltd.

Commercial Services

Commercial Services means any recruitment, subscription, workforce, advertising, sourcing, consultancy, technology, marketing or business services supplied by Open Jobs Ltd.

Consultant

Consultant means any independent contractor, recruitment consultant, sourcing specialist, business development representative, referral partner, introducer, account manager, workforce

consultant or other person authorised by Open Jobs Ltd to provide services under this Agreement.

Confidential Information

Confidential Information means all non-public information relating to:

- Candidates;
- Employers;
- Clients;
- commercial arrangements;
- commission structures;
- business operations;
- technology systems;
- recruitment activities;
- financial information;
- proprietary information.

Employer

Employer means any organisation, healthcare provider, NHS body, hospital, clinic, nursing home, residential care provider, domiciliary care provider, supported living provider, educational institution or other entity using Open Nurses®.

Introduction

Introduction means any direct or indirect activity resulting in a Candidate, Employer or Client becoming known to Open Jobs Ltd, Open Nurses® or another authorised party.

An Introduction may occur through:

- referral;
- recommendation;
- profile submission;
- CV submission;
- meeting arrangement;
- communication facilitation;
- recruitment activity;
- business development activity.

Open Jobs Ltd

Open Jobs Ltd means the legal owner and operator of Open Nurses®, incorporated in England and Wales under Company Number 15096008, together with its successors, assigns and authorised representatives.

Open Nurses®

Open Nurses® means the healthcare workforce platform, recruitment marketplace, technology ecosystem, databases, communication systems and related services operated by Open Jobs Ltd.

Partner

Partner means any organisation or individual authorised by Open Jobs Ltd to provide referral, recruitment, sourcing, workforce, marketing, business development or related services.

Placement

Placement means any engagement of a Candidate by an Employer or Client including:

- permanent employment;
 - temporary employment;
 - contract work;
 - consultancy;
 - agency engagement;
 - self-employed engagement;
 - any equivalent arrangement.
-

Protected Client

Protected Client means a Client introduced, sourced, managed or serviced through Open Nurses® and identified as protected under this Agreement or any related commercial arrangement.

Protected Introduction

Protected Introduction means an Introduction recorded by Open Jobs Ltd and protected under applicable commission, referral or commercial arrangements.

Recruitment Services

Recruitment Services means services involving sourcing, identifying, screening, introducing, coordinating, supporting or facilitating workforce recruitment activities.

Referral

Referral means any introduction of a Candidate, Employer, Client, Consultant or business opportunity to Open Jobs Ltd.

Services

Services means any activities performed by a Consultant under this Agreement including recruitment, sourcing, introductions, referrals, business development, workforce support and related activities.

1.3 Interpretation

Unless the context requires otherwise:

- a. words importing the singular include the plural and vice versa;
 - b. words importing one gender include all genders;
 - c. references to persons include individuals, companies, organisations and legal entities;
 - d. references to legislation include amendments and successor legislation;
 - e. references to writing include electronic communications;
 - f. headings are for convenience only and do not affect interpretation;
 - g. the words "including", "includes" and "in particular" mean "including without limitation";
 - h. references to Articles and Schedules refer to provisions of this Agreement.
-

1.4 Relationship with Other Documents

This Agreement shall be read together with:

- Volume 1 — Master Terms of Service;

- applicable Commission Schedules;
- Consultant Policies;
- Data Protection Policies;
- Confidentiality Policies;
- Commercial Agreements.

Where a conflict exists, the following order shall apply:

1. Signed Consultant Agreement;
2. Commission Schedule;
3. Commercial Agreement;
4. This Agreement;
5. Volume 1 — Master Terms of Service.

1.5 Reservation of Rights

Any rights not expressly granted under this Agreement are reserved by Open Jobs Ltd.

ARTICLE 2 — APPOINTMENT, RELATIONSHIP AND CONSULTANT STATUS

2.1 Appointment

Subject to compliance with this Agreement, Open Jobs Ltd may appoint a Consultant to provide recruitment, sourcing, referral, business development, workforce support, employer acquisition, candidate acquisition or other authorised services on behalf of Open Nurses®.

The appointment of a Consultant shall be non-exclusive unless otherwise agreed in writing.

2.2 Independent Contractor Status

The Consultant acts solely as an independent contractor.

Nothing within this Agreement creates:

- employment;

- worker status;
- agency;
- partnership;
- joint venture;
- franchise relationship;
- fiduciary relationship.

The Consultant shall not represent themselves as an employee of Open Jobs Ltd unless expressly authorised in writing.

2.3 Non-Exclusive Relationship

Open Jobs Ltd may:

- appoint multiple Consultants;
- appoint multiple Partners;
- engage directly with Clients;
- engage directly with Employers;
- engage directly with Candidates;
- operate through other commercial channels.

The Consultant acknowledges that no exclusivity is granted unless expressly agreed in writing.

2.4 Authority Restrictions

The Consultant shall not, without prior written authorisation from Open Jobs Ltd:

- enter into contracts on behalf of Open Jobs Ltd;

- amend commercial terms;
- amend commission arrangements;
- offer discounts;
- waive fees;
- make legal representations;
- create binding obligations;
- accept liability on behalf of Open Jobs Ltd.

Any unauthorised commitment shall be the sole responsibility of the Consultant.

2.5 Scope of Services

The Consultant may be authorised to perform activities including:

- Candidate sourcing;
- Employer sourcing;
- Client introductions;
- business development;
- recruitment support;
- workforce consultancy;
- subscription sales support;
- marketing support;
- referral activities;
- commercial relationship management.

Specific responsibilities may be defined within separate Consultant Agreements, Commission Schedules or Statements of Work.

2.6 Consultant Responsibilities

The Consultant shall:

- act professionally;
 - act honestly;
 - protect the reputation of Open Nurses®;
 - comply with applicable laws;
 - maintain confidentiality;
 - provide accurate information;
 - follow Open Jobs Ltd policies and procedures.
-

2.7 No Guaranteed Work

Open Jobs Ltd does not guarantee:

- a minimum number of referrals;
- a minimum number of Clients;
- a minimum number of Placements;
- minimum commission earnings;
- minimum revenue;
- continuous work opportunities.

The Consultant operates on an independent commercial basis.

2.8 Geographic Scope

Consultants may provide services within territories approved by Open Jobs Ltd.

Open Jobs Ltd reserves the right to:

- modify territories;
- allocate territories;
- appoint additional Consultants;
- operate globally through multiple service channels.

2.9 Consultant Registration

Consultants may be required to:

- complete onboarding procedures;
- provide identification documents;
- complete verification checks;
- maintain accurate records;
- provide tax information where required.

Failure to maintain compliance may result in suspension or termination.

2.10 Representation of Open Nurses®

Where authorised, Consultants may represent Open Nurses® in accordance with:

- approved branding guidelines;
- marketing guidelines;

- commercial policies;
- recruitment procedures;
- applicable laws.

Consultants shall not misrepresent the services, authority or capabilities of Open Jobs Ltd.

2.11 Compliance with Policies

Consultants agree to comply with:

- Volume 1 — Master Terms of Service;
- applicable Consultant Policies;
- Data Protection Policies;
- Information Security Policies;
- Commission Schedules;
- commercial procedures issued by Open Jobs Ltd.

2.12 Reservation of Rights

Open Jobs Ltd reserves the right to:

- appoint or remove Consultants;
- modify service models;
- amend operational procedures;
- introduce new programmes;
- discontinue Consultant arrangements;

subject to applicable contractual obligations.

ARTICLE 3 — CONSULTANT ELIGIBILITY, ONBOARDING AND VERIFICATION

3.1 Eligibility Requirements

To act as a Consultant under Open Nurses®, an individual or organisation must:

- be legally capable of entering into contracts;
- provide accurate information;
- satisfy onboarding requirements;
- comply with applicable laws and regulations;
- maintain professional standards.

Open Jobs Ltd may establish additional eligibility requirements from time to time.

3.2 Consultant Registration

Consultants may be required to:

- complete registration forms;
- provide contact information;
- submit identification documents;
- complete onboarding procedures;
- execute Consultant Agreements;
- accept applicable policies.

Registration does not guarantee appointment or entitlement to commissions.

3.3 Verification Rights

Open Jobs Ltd may conduct verification procedures including:

- identity verification;
- address verification;
- right-to-work checks;
- business verification;
- sanctions screening;
- compliance checks;
- professional background reviews.

Verification may occur before or during the Consultant relationship.

3.4 Accuracy of Information

Consultants must ensure that all information provided remains:

- accurate;
- complete;
- current;
- truthful.

Material changes must be reported promptly.

3.5 Ongoing Compliance

Consultants shall maintain compliance with:

- applicable laws;

- recruitment regulations;
- data protection requirements;
- commercial obligations;
- Open Jobs Ltd policies.

Failure to maintain compliance may result in suspension or termination.

3.6 Training and Operational Requirements

Open Jobs Ltd may require Consultants to complete:

- onboarding programmes;
- operational training;
- compliance training;
- platform training;
- security awareness programmes.

Completion of training may be a condition of participation.

3.7 Refusal of Appointment

Open Jobs Ltd reserves the right to refuse, suspend or withdraw Consultant approval where:

- verification fails;
- inaccurate information is provided;
- reputational concerns arise;
- compliance concerns exist;
- legal obligations require action.

3.8 Reservation of Rights

Open Jobs Ltd reserves the right to establish, modify and enforce eligibility, onboarding and verification requirements as necessary for operational, legal and commercial purposes.

ARTICLE 4 — CONSULTANT SERVICES AND COMMERCIAL ACTIVITIES

4.1 Scope of Services

Consultants may be authorised to provide services supporting the growth and operation of Open Nurses® and Open Jobs Ltd.

Service authorisation shall be determined by Open Jobs Ltd.

4.2 Recruitment Activities

Authorised recruitment activities may include:

- Candidate sourcing;
- Candidate introductions;
- recruitment coordination;
- workforce support;
- talent acquisition activities;
- Candidate engagement.

Consultants must follow approved recruitment procedures.

4.3 Employer Acquisition

Consultants may assist with:

- identifying Employers;
 - introducing prospective Clients;
 - generating commercial opportunities;
 - supporting employer onboarding;
 - business development activities.
-

4.4 Referral Activities

Consultants may submit referrals relating to:

- Candidates;
- Employers;
- commercial opportunities;
- subscription sales;
- workforce partnerships;
- strategic relationships.

Referral recognition shall be subject to applicable Commission Schedules.

4.5 Marketing and Promotion

Where authorised, Consultants may assist with:

- marketing campaigns;
- promotional activities;
- networking events;
- brand awareness initiatives;

- workforce engagement activities.

All promotional activity must comply with approved branding requirements.

4.6 Commercial Support Services

Consultants may provide support relating to:

- employer subscriptions;
- recruitment solutions;
- workforce services;
- platform services;
- commercial relationship management.

Consultants shall not make unauthorised commitments.

4.7 No Authority to Bind Open Jobs Ltd

Consultants shall not:

- execute contracts;
- amend agreements;
- waive fees;
- offer guarantees;
- provide legal advice;
- provide immigration advice;

unless expressly authorised in writing.

4.8 Performance Expectations

Open Jobs Ltd may establish:

- performance standards;
- activity requirements;
- reporting requirements;
- quality standards;
- service expectations.

Failure to meet standards may affect participation in programmes or commission arrangements.

4.9 Service Modifications

Open Jobs Ltd reserves the right to:

- modify services;
- introduce new services;
- discontinue services;
- change service delivery models.

4.10 Reservation of Rights

Open Jobs Ltd retains full discretion regarding the services, programmes and commercial activities that Consultants may perform.

ARTICLE 5 — INTRODUCTIONS, REFERRALS AND PROTECTED RELATIONSHIPS

5.1 Purpose

This Article governs the recognition, recording, protection and administration of Introductions, Referrals and commercial relationships generated by Consultants.

5.2 Candidate Introductions

A Candidate Introduction occurs where a Consultant:

- sources a Candidate;
- refers a Candidate;
- submits Candidate information;
- facilitates Candidate engagement;
- introduces a Candidate to Open Nurses® or a Client.

Introduction records maintained by Open Jobs Ltd shall be authoritative unless demonstrated otherwise.

5.3 Employer and Client Introductions

An Employer or Client Introduction occurs where a Consultant:

- identifies a prospective Employer;
 - establishes initial contact;
 - facilitates a commercial discussion;
 - introduces a Client to Open Jobs Ltd;
 - creates a commercial opportunity.
-

5.4 Referral Requirements

To qualify as a Referral, the Consultant may be required to provide:

- sufficient identifying information;
- supporting records;
- introduction evidence;
- communication evidence;
- referral documentation.

Open Jobs Ltd may determine eligibility criteria.

5.5 Protected Introductions

Open Jobs Ltd may designate certain Introductions as Protected Introductions.

Protection may apply for periods specified within:

- Consultant Agreements;
 - Commission Schedules;
 - Commercial Agreements;
 - Referral Programmes.
-

5.6 Protected Clients

Certain Clients may be designated as Protected Clients for commission administration purposes.

Protection periods and conditions shall be determined by Open Jobs Ltd or applicable commercial agreements.

5.7 Verification of Introductions

Open Jobs Ltd may review:

- timestamps;
- communications;
- CRM records;
- referral submissions;
- account activity;
- documentary evidence.

Open Jobs Ltd shall have final authority regarding recognition of Introductions for commission purposes.

5.8 Multiple Consultant Claims

Where multiple Consultants claim the same Introduction, Open Jobs Ltd may determine entitlement based upon:

- chronology;
- documentary evidence;
- level of involvement;
- commercial contribution;
- internal records.

The decision of Open Jobs Ltd shall be final unless otherwise provided in a signed agreement.

5.9 Circumvention Protection

Employers, Clients, Partners and Consultants must not intentionally structure arrangements designed to avoid recognised Introductions, Referrals or agreed commission obligations.

Open Jobs Ltd reserves investigation and enforcement rights.

5.10 Reservation of Rights

Open Jobs Ltd reserves the right to establish, modify and administer Introduction, Referral and Protected Relationship frameworks to protect legitimate commercial interests and ensure fair commission administration.

ARTICLE 6 — COMMISSION FRAMEWORK

6.1 Contractual Commission Structure

Consultants may become eligible for Commission payments only where expressly agreed in a written agreement executed by Open Jobs Ltd.

Commission arrangements may be documented in:

- Consultant Agreements;
- Commission Schedules;
- Referral Agreements;
- Commercial Agreements;
- Statements of Work;
- Approved Written Addendums.

No entitlement to Commission shall arise unless supported by an applicable written agreement.

6.2 Commission Models

Commission arrangements may include:

- percentage-based commissions;

- fixed commissions;
- recurring revenue shares;
- employer acquisition commissions;
- recruitment placement commissions;
- subscription sales commissions;
- referral commissions;
- performance incentives.

Different Consultants may operate under different commission structures.

6.3 Commission Discretion

Open Jobs Ltd reserves the right to establish, amend, suspend or discontinue commission programmes subject to contractual obligations already accrued.

6.4 No Guaranteed Earnings

Nothing within this Agreement guarantees:

- minimum commissions;
- minimum income;
- minimum placements;
- minimum referrals;
- minimum sales activity.

Consultants operate independently and at their own commercial risk.

6.5 Tax Responsibility

Consultants remain solely responsible for:

- tax liabilities;
 - reporting obligations;
 - national insurance obligations;
 - business registration requirements;
 - financial compliance obligations.
-

6.6 Reservation of Rights

Commission shall be governed exclusively by the applicable written agreement between Open Jobs Ltd and the Consultant.

ARTICLE 7 — COMMISSION TRIGGER EVENTS

7.1 Purpose

Commission shall only become payable when a valid Commission Trigger Event occurs and all applicable contractual conditions have been satisfied.

7.2 Placement Trigger Events

Commission may arise where:

- a Candidate accepts employment;
- a Placement commences;
- consultancy services begin;
- contract work commences;
- a workforce engagement becomes active.

Applicable trigger events shall be defined within the relevant Consultant Agreement.

7.3 Employer Acquisition Triggers

Commission may arise where:

- an Employer executes a service agreement;
 - an Employer purchases subscriptions;
 - an Employer purchases recruitment services;
 - an Employer becomes a paying client.
-

7.4 Subscription Triggers

Commission may arise where:

- subscriptions are purchased;
- subscription renewals occur;
- subscription upgrades occur;
- commercial packages become active.

Only subscriptions qualifying under applicable commission arrangements shall generate commissions.

7.5 Payment Receipt Requirement

Unless otherwise agreed in writing, commission shall not become payable until Open Jobs Ltd has received payment from the relevant Client, Employer or customer.

7.6 Disputed Transactions

Commission shall not become payable where:

- transactions are disputed;
 - fraud is suspected;
 - agreements are cancelled;
 - payments are reversed;
 - contractual conditions remain unsatisfied.
-

7.7 Verification Rights

Open Jobs Ltd may verify:

- placement activity;
 - subscription activity;
 - payment status;
 - referral validity;
 - commercial eligibility.
-

7.8 Reservation of Rights

Open Jobs Ltd shall determine whether a Commission Trigger Event has occurred based upon contractual documentation and internal records.

ARTICLE 8 — COMMISSION PAYMENTS, BILLING AND FINANCIAL ADMINISTRATION

8.1 Payment of Commissions

Eligible commissions shall be paid in accordance with:

- Consultant Agreements;
- Commission Schedules;
- Commercial Agreements;
- applicable payment procedures.

8.2 Payment Schedule

Commission payments may be processed:

- weekly;
- fortnightly;
- monthly;
- quarterly;
- according to specific contractual arrangements.

Payment frequencies may vary between Consultants.

8.3 Verification Prior to Payment

Before payment, Open Jobs Ltd may verify:

- Introduction records;
- Placement records;
- client payments;
- subscription status;
- compliance requirements.

8.4 Deductions and Adjustments

Open Jobs Ltd may make adjustments where:

- overpayments occur;
 - duplicate commissions arise;
 - payment reversals occur;
 - commission calculation errors exist.
-

8.5 Banking Information

Consultants are responsible for maintaining accurate:

- bank account details;
- payment information;
- tax information.

Open Jobs Ltd shall not be responsible for delays resulting from inaccurate information.

8.6 Commission Statements

Open Jobs Ltd may provide commission statements showing:

- commission calculations;
 - trigger events;
 - adjustments;
 - payment records.
-

8.7 Withholding Rights

Open Jobs Ltd may withhold payments where:

- compliance concerns exist;
 - disputes remain unresolved;
 - investigations are ongoing;
 - contractual obligations remain unsatisfied.
-

8.8 Reservation of Rights

Open Jobs Ltd reserves the right to establish and amend commission administration procedures subject to applicable contractual obligations.

ARTICLE 9 — CONSULTANT OBLIGATIONS AND PROFESSIONAL STANDARDS

9.1 Professional Conduct

Consultants shall conduct themselves professionally, ethically and lawfully at all times when representing Open Nurses® or Open Jobs Ltd.

9.2 Good Faith Obligations

Consultants agree to:

- act honestly;
 - provide accurate information;
 - avoid misleading conduct;
 - support legitimate business objectives;
 - protect commercial relationships.
-

9.3 Compliance Obligations

Consultants shall comply with:

- applicable laws;
 - recruitment regulations;
 - anti-bribery laws;
 - data protection laws;
 - Open Jobs Ltd policies.
-

9.4 Reputation Protection

Consultants shall not engage in conduct likely to damage:

- Open Nurses®;
 - Open Jobs Ltd;
 - Clients;
 - Employers;
 - Candidates;
 - commercial relationships.
-

9.5 Accurate Representations

Consultants shall not make false or misleading statements relating to:

- services;
- fees;

- employment opportunities;
 - sponsorship opportunities;
 - commercial arrangements.
-

9.6 Record Keeping

Consultants may be required to maintain accurate records relating to:

- referrals;
 - introductions;
 - placements;
 - communications;
 - commission activities.
-

9.7 Cooperation

Consultants agree to cooperate with reasonable requests relating to:

- compliance reviews;
 - investigations;
 - audits;
 - dispute resolution.
-

9.8 Reservation of Rights

Open Jobs Ltd reserves the right to establish professional standards and performance expectations applicable to Consultants.

ARTICLE 10 — CLIENT, EMPLOYER AND CANDIDATE RELATIONSHIPS

10.1 Relationship Management

Consultants shall manage relationships with Candidates, Employers and Clients professionally and in accordance with Open Jobs Ltd policies.

10.2 Candidate Treatment

Consultants shall:

- treat Candidates fairly;
 - communicate honestly;
 - maintain confidentiality;
 - avoid discriminatory conduct;
 - respect Candidate rights.
-

10.3 Employer and Client Communications

Consultants shall communicate with Employers and Clients:

- professionally;
 - accurately;
 - respectfully;
 - lawfully.
-

10.4 No Unauthorised Commitments

Consultants shall not:

- alter service terms;
- amend agreements;
- offer discounts;
- waive fees;
- approve refunds;
- make legal commitments;

without written authority from Open Jobs Ltd.

10.5 Relationship Ownership

All Clients, Employers, Candidates and commercial relationships introduced through Open Nurses® remain relationships of Open Jobs Ltd unless otherwise agreed in writing.

Nothing in this Agreement transfers ownership of such relationships to a Consultant.

10.6 Protection of Commercial Interests

Consultants shall act in a manner that protects:

- Open Nurses®;
- Open Jobs Ltd;
- Clients;
- Employers;
- Candidates;
- commercial opportunities.

10.7 Complaint Handling

Consultants shall promptly report complaints, disputes or concerns involving:

- Candidates;
- Employers;
- Clients;
- regulatory matters;
- compliance concerns.

Consultants shall not independently resolve matters outside their authority.

10.8 Reservation of Rights

Open Jobs Ltd retains ultimate authority over all commercial relationships, client management decisions and service delivery arrangements.

ARTICLE 11 — RESTRICTED ACTIVITIES AND PROHIBITED CONDUCT

11.1 Purpose

This Article establishes activities that are prohibited for Consultants, Partners and authorised representatives operating under this Agreement.

11.2 Misrepresentation

Consultants shall not:

- make false statements;
- misrepresent services;
- provide misleading information;
- exaggerate opportunities;

- create false expectations.

11.3 Unauthorised Commitments

Consultants shall not, without written authority:

- amend contracts;
- alter commercial terms;
- approve refunds;
- waive fees;
- offer guarantees;
- create legal obligations on behalf of Open Jobs Ltd.

11.4 Unlawful Conduct

Consultants shall not engage in:

- fraud;
- bribery;
- corruption;
- money laundering;
- unlawful discrimination;
- harassment;
- unlawful recruitment activity.

11.5 Data Misuse

Consultants shall not:

- sell Candidate data;
 - copy databases;
 - misuse confidential information;
 - share Personal Data unlawfully;
 - retain information without authority.
-

11.6 Platform Misuse

Consultants shall not:

- interfere with Platform operations;
 - bypass security measures;
 - create false accounts;
 - manipulate records;
 - misuse Open Nurses® systems.
-

11.7 Reservation of Rights

Open Jobs Ltd may investigate, suspend or terminate Consultant access where prohibited conduct is suspected.

ARTICLE 12 — INTELLECTUAL PROPERTY, BRANDING AND MARKETING MATERIALS

12.1 Ownership

All Intellectual Property relating to Open Nurses® and Open Jobs Ltd shall remain the exclusive property of Open Jobs Ltd or its licensors.

12.2 Protected Assets

Protected assets include:

- trademarks;
- logos;
- branding;
- domain names;
- software;
- databases;
- marketing materials;
- training materials;
- documentation;
- business methodologies.

12.3 Limited Licence

Open Jobs Ltd may grant Consultants a limited, revocable, non-exclusive and non-transferable licence to use approved branding solely for authorised business purposes.

12.4 Branding Requirements

Consultants shall:

- use approved branding only;
- follow brand guidelines;

- avoid unauthorised modifications;
- cease use upon request.

12.5 Marketing Materials

Marketing materials produced by Open Jobs Ltd remain the property of Open Jobs Ltd.

Consultants may only use materials that have been approved for distribution.

12.6 Consultant-Created Materials

Materials created by a Consultant relating to Open Nurses® services may become the property of Open Jobs Ltd where required by contract or commissioned work arrangements.

12.7 Intellectual Property Infringement

Consultants shall immediately notify Open Jobs Ltd of any suspected infringement, misuse or unauthorised use of Open Nurses® Intellectual Property.

12.8 Survival

Intellectual Property protections shall survive suspension, termination and expiry of this Agreement.

ARTICLE 13 — CONFIDENTIALITY AND COMMERCIAL INFORMATION

13.1 Confidential Information

Confidential Information includes:

- Candidate information;
- Employer information;

- Client information;
 - commission arrangements;
 - pricing structures;
 - commercial plans;
 - operational procedures;
 - technical information;
 - proprietary business information.
-

13.2 Confidentiality Obligations

Consultants shall:

- protect Confidential Information;
 - restrict disclosure;
 - use information only for authorised purposes;
 - implement reasonable safeguards.
-

13.3 Permitted Disclosures

Disclosure may occur only:

- with written authorisation;
- where legally required;
- to authorised personnel;
- for approved operational purposes.

13.4 Protection of Candidate Information

Consultants shall handle Candidate information in accordance with:

- applicable Data Protection Laws;
- Open Jobs Ltd policies;
- confidentiality obligations.

13.5 Return or Deletion

Upon request or termination, Consultants may be required to:

- return Confidential Information;
- delete records;
- destroy materials;
- confirm compliance.

13.6 Survival

Confidentiality obligations shall continue indefinitely or for the maximum period permitted by law following termination of this Agreement.

ARTICLE 14 — DATA PROTECTION, PRIVACY AND INFORMATION SECURITY

14.1 Compliance Obligation

Consultants shall comply with:

- UK GDPR;
- Data Protection Act 2018;

- Privacy and Electronic Communications Regulations (PECR);
 - applicable international privacy laws;
 - Open Jobs Ltd privacy policies.
-

14.2 Personal Data Handling

Consultants shall process Personal Data only:

- for authorised purposes;
 - in accordance with instructions;
 - lawfully and transparently;
 - using appropriate safeguards.
-

14.3 Security Requirements

Consultants shall implement reasonable security measures to protect:

- Personal Data;
 - account credentials;
 - confidential records;
 - business information.
-

14.4 Data Breach Reporting

Consultants must immediately report:

- data breaches;
- security incidents;

- unauthorised disclosures;
- cyber incidents;

to Open Jobs Ltd.

14.5 Restrictions on Data Use

Consultants shall not:

- sell Personal Data;
- copy databases;
- retain data unnecessarily;
- transfer information without authority.

14.6 Audit and Compliance

Open Jobs Ltd may request evidence demonstrating compliance with data protection and security requirements.

14.7 Survival

Data protection obligations shall survive termination where legally required.

ARTICLE 15 — COMPLIANCE, INVESTIGATIONS, MONITORING AND AUDIT RIGHTS

15.1 Compliance Expectations

Consultants shall maintain compliance with:

- contractual obligations;
- legal obligations;

- recruitment standards;
- commercial requirements;
- operational procedures.

15.2 Monitoring Rights

Open Jobs Ltd may monitor:

- Consultant activity;
- referral activity;
- communications;
- commission activity;
- Platform usage;
- compliance performance.

Monitoring may occur manually or through automated systems.

15.3 Investigation Rights

Open Jobs Ltd may investigate:

- complaints;
- commission disputes;
- suspected misconduct;
- fraud concerns;
- data protection concerns;

- policy breaches.

15.4 Cooperation Requirement

Consultants shall cooperate fully with reasonable investigations, reviews and compliance requests.

15.5 Audit Rights

Open Jobs Ltd may request records necessary to verify:

- Introductions;
- Referrals;
- Placements;
- commission calculations;
- compliance obligations.

Audit requests shall be reasonable and proportionate.

15.6 Temporary Restrictions

During investigations, Open Jobs Ltd may:

- suspend commission payments;
- restrict account access;
- suspend services;
- delay commercial approvals.

15.7 Record Retention

Consultants shall maintain records for periods reasonably necessary to support:

- commission verification;
 - compliance reviews;
 - dispute resolution;
 - audit requirements.
-

15.8 Reservation of Rights

Open Jobs Ltd reserves the right to take any reasonable action necessary to protect its business, Clients, Candidates, Employers, systems and commercial interests during compliance reviews and investigations.

ARTICLE 16 — LIABILITY, INDEMNITIES AND LIMITATION OF LIABILITY

16.1 Service Relationship

The Consultant acknowledges that Open Jobs Ltd provides access to business opportunities, recruitment services, workforce services and commercial programmes subject to the terms of this Agreement.

16.2 Consultant Responsibility

Consultants remain solely responsible for:

- their actions;
- business decisions;
- tax affairs;
- legal compliance;
- regulatory obligations;

- representations made to Clients, Employers and Candidates.

16.3 No Guarantee of Income

Open Jobs Ltd does not guarantee:

- commission earnings;
- referral volumes;
- placement volumes;
- business opportunities;
- employer acquisitions;
- commercial success.

16.4 Limitation of Liability

To the maximum extent permitted by law, Open Jobs Ltd shall not be liable for:

- indirect losses;
- consequential losses;
- loss of profits;
- loss of opportunity;
- loss of business;
- reputational damage;
- anticipated commission losses.

16.5 Liability Cap

Where liability arises, the total aggregate liability of Open Jobs Ltd shall be limited to the total Commission actually paid to the Consultant during the twelve (12) months immediately preceding the event giving rise to the claim, or such amount as required by applicable law.

16.6 Consultant Indemnity

The Consultant agrees to indemnify and hold harmless Open Jobs Ltd, its officers, directors, employees, contractors and affiliates against claims arising from:

- Consultant misconduct;
 - breach of this Agreement;
 - unlawful activity;
 - negligence;
 - misrepresentation;
 - regulatory violations.
-

16.7 Non-Excludable Rights

Nothing within this Agreement excludes liability where exclusion is prohibited by law.

16.8 Survival

The provisions of this Article shall survive termination, expiry and suspension of this Agreement.

ARTICLE 17 — SUSPENSION, RESTRICTION AND TERMINATION

17.1 Right to Suspend

Open Jobs Ltd may suspend, restrict or limit a Consultant's access where reasonably

necessary to:

- protect business interests;
 - maintain security;
 - enforce contractual obligations;
 - investigate misconduct;
 - comply with legal obligations.
-

17.2 Suspension Events

Suspension may occur where:

- false information is provided;
 - compliance failures occur;
 - fraud is suspected;
 - commission disputes arise;
 - data protection breaches occur;
 - reputational risks arise.
-

17.3 Immediate Suspension

Open Jobs Ltd may implement immediate suspension where:

- unlawful activity is suspected;
- security threats exist;
- serious misconduct occurs;
- urgent operational action is required.

17.4 Termination by Consultant

A Consultant may terminate participation in accordance with any applicable notice requirements contained within the Consultant Agreement.

Termination shall not affect accrued obligations.

17.5 Termination by Open Jobs Ltd

Open Jobs Ltd may terminate this Agreement where:

- material breaches occur;
- compliance requirements are not met;
- misconduct is identified;
- business relationships become unsuitable;
- commercial programmes are discontinued.

17.6 Effect of Termination

Following termination:

- Platform access may cease;
- Commission rights may cease except where already accrued;
- branding rights shall terminate;
- confidential information obligations shall continue.

17.7 Survival

The following provisions shall survive termination:

- confidentiality obligations;
- intellectual property rights;
- liability provisions;
- commission disputes;
- non-circumvention obligations;
- governing law provisions.

17.8 Reservation of Rights

Open Jobs Ltd reserves all rights available under applicable law and this Agreement relating to suspension and termination.

ARTICLE 18 — NON-CIRCUMVENTION, CLIENT PROTECTION AND COMMERCIAL PROTECTION

18.1 Purpose

This Article protects the commercial interests, business relationships, Introductions, Clients, Employers and Candidates associated with Open Nurses® and Open Jobs Ltd.

18.2 Non-Circumvention

Consultants shall not directly or indirectly take action intended to avoid:

- agreed Commission arrangements;
- referral structures;
- recruitment agreements;
- commercial agreements;

- service agreements.

18.3 Protected Relationships

Clients, Employers and Candidates introduced through Open Nurses® shall be treated as protected commercial relationships of Open Jobs Ltd.

18.4 Direct Dealings

Without written authorisation, Consultants shall not:

- contract directly with protected Clients;
- collect fees independently;
- divert business opportunities;
- redirect Candidates or Employers away from Open Jobs Ltd.

18.5 Fee Avoidance

Consultants shall not participate in arrangements intended to avoid:

- recruitment fees;
- subscription fees;
- placement fees;
- commercial charges;
- agreed Commission structures.

18.6 Investigation Rights

Open Jobs Ltd may investigate suspected circumvention activity and may rely upon:

- CRM records;
- communications;
- referral logs;
- contractual documentation;
- platform records.

18.7 Remedies

Where circumvention is identified, Open Jobs Ltd may:

- terminate the Consultant relationship;
- withhold unpaid commissions;
- recover losses;
- pursue legal remedies;
- seek injunctive relief.

18.8 Survival

The obligations within this Article shall survive termination for the period specified within the applicable Consultant Agreement or, where no period is specified, for a reasonable period following termination.

ARTICLE 19 — GENERAL TERMS

19.1 Entire Agreement

This Agreement, together with related schedules, Commission Schedules, Consultant Agreements and incorporated policies, constitutes the entire agreement between the parties.

19.2 Relationship of Parties

Nothing within this Agreement creates:

- employment;
- partnership;
- agency;
- joint venture;
- worker status.

19.3 Assignment

Open Jobs Ltd may assign, transfer or delegate rights and obligations under this Agreement.

Consultants may not assign rights without prior written consent.

19.4 Amendments

Open Jobs Ltd may amend this Agreement from time to time.

Updated versions may be published through Open Nurses® or communicated through authorised channels.

19.5 Severability

If any provision becomes invalid or unenforceable, the remaining provisions shall continue in full force and effect.

19.6 No Waiver

Failure to enforce any provision shall not constitute a waiver of future enforcement rights.

19.7 Force Majeure

Open Jobs Ltd shall not be liable for delays or failures resulting from events beyond its reasonable control including:

- cyber incidents;
 - natural disasters;
 - governmental actions;
 - telecommunications failures;
 - labour disputes;
 - public emergencies.
-

19.8 Electronic Communications

Consultants agree that notices, approvals and communications may be provided electronically.

19.9 Reservation of Rights

All rights not expressly granted under this Agreement are reserved by Open Jobs Ltd.

ARTICLE 20 — GOVERNING LAW, JURISDICTION, CONTACT DETAILS AND NOTICES

20.1 Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of England and Wales.

20.2 Jurisdiction

Subject to applicable legal rights, the courts of England and Wales shall have exclusive jurisdiction over disputes arising from or relating to this Agreement.

20.3 Dispute Resolution

The parties shall endeavour to resolve disputes through good-faith discussions before commencing formal legal proceedings where reasonably appropriate.

20.4 Notices from Open Jobs Ltd

Open Jobs Ltd may provide notices through:

- email;
 - Platform notifications;
 - dashboard messages;
 - written communications;
 - authorised business channels.
-

20.5 Notices from Consultants

Consultants shall provide current contact details and promptly notify Open Jobs Ltd of material changes.

Formal notices should be sent using approved contact channels.

20.6 Electronic Signatures

Electronic signatures, electronic acceptance and digital approvals may be recognised as

legally valid where permitted by applicable law.

20.7 Contact Details

Open Nurses®

Trading Name of Open Jobs Ltd

Company Number: 15096008

Website: opennurses.com

Email: contact@opennurses.com

20.8 Survival of Rights

Any provisions intended to survive termination shall continue in effect including:

- confidentiality;
- intellectual property;
- commission disputes;
- liability provisions;
- non-circumvention obligations;
- governing law provisions.

20.9 Final Reservation of Rights

Open Jobs Ltd reserves all rights, remedies and protections available under applicable law and under this Agreement.

This Consultant, Partner and Commercial Services Agreement forms an integral part of the Open Nurses® legal framework and shall be interpreted in conjunction with Volumes 1–4 and any applicable Commission Schedules, Consultant Agreements and Commercial Agreements.

TERMS AND CONDITIONS - VOLUME-6- Trust, Payments, Complaints & Enforcement Framework

ARTICLE 1 — DEFINITIONS AND INTERPRETATION

1.1 Purpose

The definitions contained within this Volume apply to all provisions of the Trust, Payments, Complaints and Enforcement Framework and shall be interpreted together with the definitions contained within Volumes 1–5 of the Open Nurses® Legal Framework.

This Volume establishes the governance, enforcement, payment administration, complaint handling and platform integrity framework applicable to all Users of Open Nurses®.

1.2 Definitions

Account Action

Account Action means any restriction, suspension, warning, limitation, verification requirement, closure or enforcement measure applied to a User Account.

Appeal

Appeal means a formal request submitted by a User seeking review of a decision, enforcement action, complaint outcome or administrative determination made by Open Jobs Ltd.

Chargeback

Chargeback means a payment dispute, reversal, retrieval request or similar action initiated through a payment provider, card issuer, financial institution or banking provider.

Complaint

Complaint means any expression of dissatisfaction relating to:

- Platform services;
- recruitment services;
- subscriptions;
- billing matters;
- account actions;
- communications;
- service delivery;
- conduct of Users.

Dispute

Dispute means any disagreement, conflict, claim or controversy arising between:

- Users;
- Candidates;
- Employers;
- Consultants;
- Open Jobs Ltd;

or any combination thereof.

Enforcement Action

Enforcement Action means any action taken by Open Jobs Ltd to enforce compliance including:

- warnings;
- restrictions;
- suspensions;
- service limitations;
- account closures;
- payment holds;
- corrective measures.

Fraud

Fraud means any dishonest, deceptive, misleading or unlawful activity intended to obtain an unfair, unlawful or unauthorised benefit.

Fraud may include:

- false identities;
- false documentation;
- payment fraud;
- commission fraud;
- recruitment fraud;
- account misuse.

Investigation

Investigation means any review, assessment, inquiry, audit or examination conducted by Open Jobs Ltd concerning compliance, complaints, disputes, fraud prevention, payment matters or enforcement activities.

Payment

Payment means any monetary transaction processed through Open Nurses® or Open Jobs Ltd including:

- subscription payments;
- recruitment fees;
- service charges;
- commissions;
- commercial payments;
- other authorised transactions.

Platform Abuse

Platform Abuse means conduct that interferes with, damages, exploits or improperly uses Open Nurses®, including:

- misuse of services;
- circumvention of fees;
- fraudulent activity;
- system interference;
- unauthorised access.

Refund

Refund means the return of money previously paid by a User, whether required by law, contract or approved by Open Jobs Ltd.

Service Credit

Service Credit means a non-cash credit issued by Open Jobs Ltd that may be applied towards future services, subscriptions or approved transactions.

Suspension

Suspension means the temporary restriction of access to services, accounts, functionality, payments or Platform features.

Trust and Safety Review

Trust and Safety Review means a review conducted by Open Jobs Ltd to assess risks relating to:

- user safety;
- platform integrity;
- fraud prevention;
- compliance;
- operational security.

User

User means any individual or organisation accessing, using, registering with or interacting with Open Nurses® or services provided by Open Jobs Ltd.

1.3 Interpretation

Unless the context requires otherwise:

- a. singular words include the plural and vice versa;
- b. references to one gender include all genders;
- c. references to persons include individuals, companies, partnerships, organisations and legal entities;
- d. references to legislation include amendments, replacements and successor legislation;
- e. headings are included for convenience only and do not affect interpretation;
- f. the words "including", "includes" and "in particular" shall mean "including without limitation";
- g. references to Articles and Schedules are references to provisions within this Volume.

1.4 Relationship with Other Volumes

This Volume shall be read together with:

- Volume 1 — Master Terms of Service;
- Volume 2 — Employer Subscription and Recruitment Services Agreement;
- Volume 3 — Candidate Terms and Subscription Terms;
- Volume 4 — Privacy, Cookies, Data Governance and Information Security Policy;
- Volume 5 — Consultant, Partner and Commercial Services Agreement.

Where a conflict exists, the order of precedence shall be:

1. Applicable Law;
2. Signed Commercial Agreement;
3. Volume 6;
4. Volumes 1–5;
5. Supporting Policies and Procedures.

1.5 Reservation of Rights

Any rights not expressly granted under this Volume are reserved by Open Jobs Ltd.

Open Jobs Ltd retains authority to administer, investigate, enforce and protect the integrity of Open Nurses®, its Users and its services in accordance with this Framework.

ARTICLE 2 — TRUST PRINCIPLES

2.1 Purpose

Open Nurses® is committed to maintaining a trusted, fair, transparent and secure environment for all Users.

2.2 Core Principles

Open Jobs Ltd operates according to the following principles:

- integrity;
- fairness;
- transparency;
- accountability;
- professionalism;
- user protection;
- legal compliance.

2.3 Trust and Safety

Open Jobs Ltd may implement measures necessary to:

- protect Users;
- prevent fraud;
- maintain Platform integrity;
- safeguard Personal Data;

- support lawful recruitment activity.

2.4 User Responsibilities

Users are expected to:

- act honestly;
- provide accurate information;
- comply with applicable laws;
- respect the rights of others.

2.5 Reservation of Rights

Open Jobs Ltd reserves the right to take reasonable action necessary to maintain trust, safety and operational integrity.

ARTICLE 3 — USER PROTECTION FRAMEWORK

3.1 Purpose

This Article establishes protections designed to promote a safe and secure Platform environment.

3.2 Reporting Concerns

Users may report:

- fraud;
- scams;
- suspicious behaviour;
- misconduct;
- harassment;
- security concerns.

3.3 Safeguarding

Open Jobs Ltd may investigate concerns involving:

- vulnerable individuals;
- exploitation;
- abuse;
- unlawful activity;
- serious misconduct.

3.4 User Cooperation

Users agree to cooperate with reasonable requests relating to safety investigations.

3.5 Emergency Measures

Open Jobs Ltd may take immediate action where necessary to protect Users or Platform operations.

3.6 Reservation of Rights

Open Jobs Ltd reserves the right to implement additional protection measures where appropriate.

ARTICLE 4 — PLATFORM INTEGRITY AND FAIR USE

4.1 Platform Integrity

Users shall use Open Nurses® fairly, lawfully and in accordance with applicable agreements.

4.2 Prohibited Activities

Users shall not:

- misuse Platform services;
- submit false information;
- interfere with systems;

- circumvent fees;
- misuse accounts;
- engage in fraudulent conduct.

4.3 System Protection

Open Jobs Ltd may implement technical measures to:

- maintain security;
- detect abuse;
- prevent fraud;
- preserve service availability.

4.4 Fair Use

Users shall not engage in excessive, abusive or disruptive activity that negatively affects Platform operations.

4.5 Enforcement

Violations may result in warnings, restrictions, suspension or termination.

4.6 Reservation of Rights

Open Jobs Ltd reserves the right to determine whether conduct constitutes misuse or abuse.

ARTICLE 5 — PAYMENT GOVERNANCE

5.1 Purpose

This Article governs payment administration across Open Nurses® services.

5.2 Payment Methods

Payments may be processed through:

- debit cards;

- credit cards;
- bank transfers;
- direct debits;
- approved payment providers.

5.3 Billing Authority

Users authorise Open Jobs Ltd to process authorised payments in accordance with applicable agreements.

5.4 Payment Verification

Open Jobs Ltd may conduct verification procedures before processing payments.

5.5 Financial Security

Payment systems may include:

- fraud monitoring;
- transaction reviews;
- risk assessments;
- identity verification.

5.6 Reservation of Rights

Open Jobs Ltd reserves the right to refuse, delay or restrict transactions where necessary.

ARTICLE 6 — BILLING, COLLECTION AND RECOVERY

6.1 Billing Procedures

Open Jobs Ltd may issue invoices, statements and payment requests for services provided.

6.2 Payment Obligations

Users remain responsible for satisfying valid payment obligations when due.

6.3 Overdue Accounts

Where payments become overdue, Open Jobs Ltd may:

- issue reminders;
- suspend services;
- restrict access;
- initiate recovery procedures.

6.4 Collection Activities

Open Jobs Ltd may utilise lawful collection processes where amounts remain outstanding.

6.5 Payment Disputes

Users should raise billing concerns promptly and provide supporting evidence.

6.6 Reservation of Rights

Open Jobs Ltd reserves all rights relating to collection and recovery of outstanding amounts.

ARTICLE 7 — REFUND PRINCIPLES

7.1 General Position

Refund eligibility shall be determined by:

- applicable law;
- contractual terms;
- service category;
- circumstances of the transaction.

7.2 Refund Requests

Refund requests should include:

- payment details;
- transaction references;
- supporting evidence.

7.3 Non-Refundable Transactions

Certain services may be non-refundable once activated or substantially delivered.

7.4 Service Credits

Open Jobs Ltd may provide service credits instead of monetary refunds where appropriate.

7.5 Statutory Rights

Nothing within this Article removes rights that cannot legally be excluded.

7.6 Reservation of Rights

Open Jobs Ltd reserves the right to assess refund requests individually.

ARTICLE 8 — FRAUD PREVENTION AND FINANCIAL SECURITY

8.1 Commitment

Open Jobs Ltd is committed to preventing fraud, financial crime and misuse of Platform services.

8.2 Fraud Detection

Open Jobs Ltd may use:

- monitoring systems;
- risk scoring;
- transaction analysis;
- verification procedures.

8.3 Suspicious Activity

Suspicious activity may include:

- false identities;
- payment fraud;
- account manipulation;
- document fraud;
- commission fraud.

8.4 Investigations

Suspected fraud may result in:

- investigations;
- account restrictions;
- payment holds;
- reporting to authorities.

8.5 User Cooperation

Users shall cooperate with reasonable fraud prevention procedures.

8.6 Reservation of Rights

Open Jobs Ltd reserves all rights necessary to protect its financial systems and commercial interests.

ARTICLE 9 — COMPLAINTS FRAMEWORK

9.1 Purpose

This Article establishes the formal complaint management process for Open Nurses®.

9.2 Eligible Complaints

Complaints may relate to:

- services;
- billing;
- subscriptions;
- account actions;
- communications;
- recruitment activities.

9.3 Complaint Submission

Complaints should be submitted through approved communication channels.

9.4 Required Information

Complainants may be required to provide:

- identifying information;
- account details;
- supporting evidence;
- transaction references.

9.5 Complaint Assessment

Open Jobs Ltd may review complaints to determine:

- validity;
- relevance;
- available evidence;
- applicable remedies.

9.6 Reservation of Rights

Open Jobs Ltd reserves the right to determine complaint handling procedures.

ARTICLE 10 — INVESTIGATIONS AND EVIDENCE

10.1 Investigation Authority

Open Jobs Ltd may conduct investigations relating to:

- complaints;
- disputes;
- fraud;
- compliance matters;
- payment issues;
- Platform misuse.

10.2 Evidence Sources

Evidence may include:

- account records;
- communications;
- payment records;
- platform logs;
- audit trails;
- documents.

10.3 User Cooperation

Users shall cooperate with reasonable investigation requests.

10.4 Evidence Assessment

Open Jobs Ltd may assess evidence according to relevance, reliability and credibility.

10.5 Temporary Measures

During investigations Open Jobs Ltd may:

- restrict access;
- suspend services;
- hold payments;
- preserve records.

10.6 Reservation of Rights

Open Jobs Ltd retains full authority to investigate matters affecting Platform operations, Users and commercial relationships.

ARTICLE 11 — CORRECTIVE ACTIONS

11.1 Purpose

Open Jobs Ltd may implement corrective actions where misconduct, policy breaches, compliance failures or operational concerns are identified.

11.2 Corrective Measures

Corrective actions may include:

- warnings;
- education measures;
- compliance requirements;
- account restrictions;
- service limitations;
- payment holds;
- monitoring requirements.

11.3 Proportionality

Corrective actions shall generally be proportionate to the nature, severity and frequency of the conduct concerned.

11.4 Repeated Violations

Repeated breaches may result in escalated enforcement measures.

11.5 Reservation of Rights

Open Jobs Ltd reserves the right to determine appropriate corrective actions.

ARTICLE 12 — APPEALS AND ESCALATIONS

12.1 Right to Appeal

Users may request review of certain decisions made by Open Jobs Ltd.

12.2 Appeal Requests

Appeals should include:

- relevant references;
- supporting evidence;
- reasons for review.

12.3 Review Process

Open Jobs Ltd may:

- review evidence;
- assess applicable policies;
- reconsider decisions;
- request further information.

12.4 Final Determinations

Following review, Open Jobs Ltd may:

- uphold a decision;
- modify a decision;
- reverse a decision;
- impose alternative measures.

12.5 Reservation of Rights

Open Jobs Ltd reserves the right to establish appeal procedures and review standards.

ARTICLE 13 — ACCOUNT ACTIONS

13.1 Purpose

Open Jobs Ltd may take Account Actions to maintain security, compliance and Platform integrity.

13.2 Types of Account Actions

Actions may include:

- warnings;
- verification requests;
- temporary restrictions;
- payment holds;
- suspension;
- closure.

13.3 Grounds for Action

Account Actions may occur where:

- false information is identified;
- fraud is suspected;

- policies are breached;
- legal obligations require action.

13.4 Effect of Account Actions

Certain Platform functionality may become unavailable during restrictions or suspensions.

13.5 Reservation of Rights

Open Jobs Ltd reserves full discretion regarding Account Actions where permitted by law.

ARTICLE 14 — SERVICE RESTRICTIONS

14.1 Purpose

Open Jobs Ltd may restrict access to services where necessary to protect Users, systems and business operations.

14.2 Restriction Measures

Restrictions may include:

- feature limitations;
- messaging restrictions;
- payment restrictions;
- recruitment restrictions;
- access controls.

14.3 Temporary Restrictions

Restrictions may be applied while investigations or reviews are ongoing.

14.4 Compliance Conditions

Users may be required to satisfy specified conditions before restrictions are removed.

14.5 Reservation of Rights

Open Jobs Ltd reserves the right to apply reasonable service restrictions when necessary.

ARTICLE 15 — SUSPENSION AND TERMINATION ENFORCEMENT

15.1 Suspension Rights

Open Jobs Ltd may suspend Users, Accounts or services where appropriate.

15.2 Suspension Events

Suspension may occur where:

- fraud is suspected;
- security concerns arise;
- payment obligations remain unsatisfied;
- serious breaches occur.

15.3 Termination Rights

Open Jobs Ltd may terminate access where:

- material breaches occur;
- unlawful conduct is identified;
- continued participation creates unacceptable risk.

15.4 Effect of Termination

Termination may result in:

- loss of access;
- removal of services;
- closure of accounts;
- enforcement of accrued obligations.

15.5 Survival

Payment obligations, confidentiality provisions and other continuing obligations shall survive termination where applicable.

ARTICLE 16 — RECORD RETENTION AND COOPERATION

16.1 Retention of Records

Open Jobs Ltd may retain records relating to:

- complaints;
- disputes;
- investigations;
- payments;
- enforcement actions;
- audit requirements.

16.2 Preservation of Evidence

Records may be preserved where required for:

- legal proceedings;
- investigations;
- regulatory requirements;
- dispute resolution.

16.3 Cooperation Obligations

Users agree to cooperate with reasonable requests relating to:

- investigations;
- audits;

- compliance reviews;
- dispute resolution.

16.4 Reservation of Rights

Open Jobs Ltd reserves the right to preserve records and require cooperation where necessary.

ARTICLE 17 — CHANGES TO FRAMEWORK

17.1 Updates

Open Jobs Ltd may amend this Framework from time to time.

17.2 Reasons for Changes

Changes may occur due to:

- legal developments;
- regulatory requirements;
- operational improvements;
- technological changes;
- service developments.

17.3 Publication

Updated versions may be published through Open Nurses® and associated services.

17.4 Continued Use

Where permitted by law, continued use of services following publication may constitute acceptance of updates.

17.5 Reservation of Rights

Open Jobs Ltd reserves the right to amend this Framework at any time.

ARTICLE 18 — DISCLAIMERS AND LIMITATION OF LIABILITY

18.1 Service Availability

Open Jobs Ltd aims to provide reliable services but does not guarantee uninterrupted availability.

18.2 No Guarantee of Outcomes

Open Jobs Ltd does not guarantee:

- employment outcomes;
- recruitment outcomes;
- commercial outcomes;
- business success;
- payment outcomes.

18.3 Limitation of Liability

To the maximum extent permitted by law, Open Jobs Ltd shall not be liable for:

- indirect losses;
- consequential losses;
- loss of profits;
- loss of opportunity;
- reputational damage.

18.4 Liability Cap

Any liability shall be limited to the maximum extent permitted by applicable law and relevant agreements.

18.5 Non-Excludable Rights

Nothing excludes rights which cannot legally be excluded.

ARTICLE 19 — GOVERNING LAW AND DISPUTE RESOLUTION

19.1 Governing Law

This Framework shall be governed by the laws of England and Wales.

19.2 Jurisdiction

Subject to applicable rights, disputes shall be subject to the jurisdiction of the courts of England and Wales.

19.3 Good Faith Resolution

Parties are encouraged to attempt resolution through communication before commencing formal proceedings.

19.4 Alternative Resolution

Where appropriate, disputes may be referred to mediation, arbitration or other dispute resolution processes.

19.5 Reservation of Rights

Open Jobs Ltd reserves all rights and remedies available under applicable law.

ARTICLE 20 — CONTACT, NOTICES AND FINAL PROVISIONS

20.1 Contact Information

Open Nurses®

Trading Name of Open Jobs Ltd

Company Number: 15096008

Website: opennurses.com

Email: contact@opennurses.com

20.2 Notices

Open Jobs Ltd may provide notices through:

- email;
 - Platform notifications;
 - dashboard communications;
 - website announcements;
 - written correspondence.
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20.3 Electronic Communications

Users consent to receiving communications electronically where permitted by law.

20.4 Entire Framework

This Trust, Payments, Complaints and Enforcement Framework forms part of the Open Nurses® Legal Framework and shall be read together with:

- Volume 1 — Master Terms of Service;
 - Volume 2 — Employer Subscription and Recruitment Services Agreement;
 - Volume 3 — Candidate Terms and Subscription Terms;
 - Volume 4 — Privacy, Cookies, Data Governance and Information Security Policy;
 - Volume 5 — Consultant, Partner and Commercial Services Agreement.
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20.5 Severability

If any provision is found invalid or unenforceable, the remaining provisions shall continue in full force and effect.

20.6 No Waiver

Failure to enforce any right shall not constitute a waiver of future enforcement.

20.7 Survival

Any provisions intended to survive termination, suspension or expiry shall continue in effect.

20.8 Final Reservation of Rights

Open Jobs Ltd reserves all rights necessary to:

- operate Open Nurses®;
- protect Users;
- maintain Platform integrity;
- enforce agreements;
- protect commercial interests;
- comply with legal obligations.

This Framework shall be interpreted in a manner that promotes fairness, accountability, transparency, security and lawful operation of Open Nurses® and all associated services.