**Privacy agreement**

This privacy policy applies only to the careers chatbots (e.g. “CiCi”) operated by CareerChat UK Ltd and whitelabel tailored implementations of our chatbots with clients of CareerChat UK Ltd.

'CareerChat UK'; ‘CareerChat UK’; 'we'; 'us'; and 'our'; means CareerChat UK Ltd, which has a registered office in England – Address: 8 Rose Duryard, Lower Argyll Road, Exeter EX4 4PB.

**CareerChat UK Ltd. endeavours to ensure that the information you submit to us via the careers chatbot remains private, and that it is used only for the purposes described below. We aim to provide a safe and secure experience for all of our users. We make every effort to comply with our obligations under the UK General Data Protection Regulation (UK GDPR). Additionally, we understand the importance of maintaining the confidentiality of information stored about you while using our chatbots.**

**Manage Your Privacy**

To provide the best experiences and continue to innovate our services, we and our partners use technology to store and/or access device information. Consenting to this technology will allow us and our partners to process personal data such as browsing behaviour on the careers chatbot. Not consenting or withdrawing consent, may adversely affect certain features and functions. You may withdraw your consent, review or update your privacy settings by contacting our Data Protection Officer (details at end of document).

**Your personal information**

In order to better support users, most of our chatbots ask for information about you as part of an introductory module. For instance, your nearest town helps us to surface job adverts or volunteering opportunities near to you. Your current employment status and highest qualification can inform the advice provided. Sharing what you like to be called (e.g. your first name) and your age can help the interaction feel more conversational. Information in this introductory module is designed not to be personally identifying and is stored for combining with details on what parts of the chatbot are used in order to better understand our users and improve our services.

Many of our chatbots offer users the opportunity to be referred to a human adviser. To manage this referral process, we have to ask for personal contact information, such as an email address. This personally identifying information is not stored by CareerChat UK Ltd and is only processed insofar as required for sharing it with the relevant third party selected, after which it is deleted from our systems. As part of the referral process, should you wish to speak to a human adviser, details of your searches and conversations may be passed on to the adviser so that they can prepare better for your conversation – this is only passed on with your explicit consent collected as part of the referral process.

Some implementations of our chatbots provide a login facility for users, whereas others do not. Where you do login as a user, we will collect personal information from you, such as your name, contact details, details of the kind of jobs and career you are looking for, your skills and the location where you want to work. We will use your personal data to identify trends about jobs and courses that are relevant to your fields of interest.

**Disclosure of personal information**

When you use our chatbots, we store some information about you. You can amend your information or have your information removed from the CareerChat UK database at any time.

Please do not submit your personal information to us if you do not want us to collect it.

We may record and share aggregated and anonymous information with our clients e.g., the number of people searching for a specific career in a particular town or city. CareerChat UK Ltd. will use the aggregate data to identify employment trends across different industries, such as the types of queries raised by users with different qualification levels, etc. This information will not be capable of being linked to any personally identifying information about users.

**Information collection and use**

CareerChat UK Ltd. uses a specific cookie to facilitate the use of Google Universal Analytics for Users. If you are a User, CareerChat UK Ltd. may use your user ID in combination with Google Analytics 4to track and analyse the sections of the chatbot that you visit. We do this to better understand how you use our services, with the aim of improving the chatbot for all users. We do not pass any User personal identification information to Google Analytics.

We collect this information anonymously for statistical reporting and do not use it to tailor our marketing or sales activity towards any individual nor do we pass on any personal information to a third party for sales or marketing purposes.

**Essential communications**

We will only send you messages that we consider essential to meet our legal obligations and your expectations of us. e.g., If after a period of time (6 months) you have ceased using our services we will contact you to advise that we shall be deleting all information and records that you had previously provided. If you wish to opt out of any communications or to have your contact details removed from our systems, please use unsubscribe links in the emails where applicable or contact our Data Protection Officer.

**Statistical information**

CareerChat UK Ltd. gathers general information about users, for example, what services users access the most and which areas of the chatbot are most frequently visited or the number of visitors to the chatbot and for other lawful purposes. Such data is used in the aggregate to help us to understand how the chatbot is used. We gather this information so that we can continue to improve and develop our services to benefit our users. We may make this aggregated and anonymised information available to users of the chatbot and to our clients. These statistics contain no personal information and cannot be used to gather such information.

**Security**

The CareerChat UK server is protected against unauthorised access using regularly updated security devices.

**Other ways of ensuring your privacy & your data protection rights**

These options are available when you use our chatbots.

* You may access and amend your personal details at any time (where applicable for log-in users).
* You are still able to use our chatbots for exploring careers information and advice options.
* You have the option of requesting a meeting with a human adviser but are not obliged to do so.

**Close your account**

You can remove the information that CareerChat UK Ltd. stores about you, at any time, by contacting our Data Protection Officer.

**Contact us or make a complaint**

If you have any questions about this policy or our use of your Personal Information, please raise your query or complaint via our Data Protection Officer.

CareerChat UK Ltd is registered with the Information Commissioners Office – our Certificate Reference Number is: ZB337874

**Data Protection Officer contact**: **Robert Hughes. Email: bob.hughes20@btinternet.com**

If you do not think we are handling your Personal Information adequately, you have the right to make a complaint to the Information Commissioner's Office.

Further information, including contact details, are available at: <https://ico.org.uk>

**CareerChat (UK) software terms of service**

1. CareerChat UK Ltd provides tailored, typically white-label instances of online software services to business clients. The central software service is a careers information and advice chatbot (“CiCi”, or renamed as requested by the client), designed to be used by adult individuals in the UK wishing to learn about different careers or courses and access simple, generic advice on how to apply for jobs and career-related topics. The intention is that clients make CiCi available to its target users via its own domain, such as its website, which may be either a publicly or privately accessible space.
2. We also provide a number of software tools (“CareerChat UK applications”) operating in connection with the chatbot to improve services, potentially including but not limited to an administrator dashboard showing chatbot usage levels, a database with chatbot user information captured (where supplied by users), and an email referral service where users request to be connected with an adviser.
3. This terms of service covers both CiCi and the supporting CareerChat UK applications, with separate restrictions as specified.
4. Licensees are granted a non-exclusive, non-transferable, non-assignable limited license to access the CareerChat UK applications. Unless otherwise stated in a written agreement, login credentials (a username and password) will be issued only to employees of a Licensee (“authorized users”). Login credentials may not be shared. Licensee will not allow access by anyone who has not been assigned login credentials by CareerChat UK.
5. Licensees are granted an exclusive license to use the instance of CiCi as branded and tailored for their organisation. This single instance exclusivity does not convey any additional rights to restrict or exclude the usage of the core CiCi services for other users of otherwise branded, CiCi-branded, or white-label services. Licensees have the right to make the tailored instance available in up to three [3] web-hosted locations for their desired target users.
6. Licensees may download or otherwise record information from their tailored CiCi instance and CareerChat UK applications for their internal use. Aggregated and anonymised insights that do not reveal non-public details of CareerChat UK software may also be used in public. Other public usages of data, screenshots, or insights may also be permitted, subject to permission in writing with CareerChat UK in advance and with appropriate credit to CareerChat UK Ltd. Such permission is not to be unreasonably withheld.
7. Licensees are responsible for the accuracy and appropriateness for use of all licensee data, insights, and information (including web links or web-hosted materials) that are embedded into tailored instances of CiCi. This licensee responsibility includes both the initial provision of content and the maintenance of that content over time, with any updates to be shared by the licensee in a timely manner.
8. Where a licensee provides their own data, insights, and information to power additional conversation modules in CiCi, CareerChat UK Ltd has the rights to store, manipulate, and serve this data only for the purposes of services to that licensee. Rights to the information remain otherwise with the licensee. If the information is or becomes publicly available, through no action of CareerChat UK, CareerChat UK has the same rights to that information as members of the public.
9. Licensee has no rights with respect to the chatbot or associated applications except as expressly permitted by this agreement. Licensee will not, and will require that all users of the Licensee Application do not (i) modify or create derivative works of the products; (ii) sublicense, lease, rent, assign, distribute, repackage, rebrand, or otherwise transfer or disclose the products except as contemplated by this agreement; (iii) use the products in connection with any product or software other agreed in writing with CareerChat UK; (iv) distribute the products as a stand-alone product other than as allowed by this agreement; (v) reverse-assemble the products without the prior written consent of CareerChat UK; (vi) access, reverse engineer, or make available to any third party any interface or functionality of the applications, servers or services; (vii) use the products in any manner or for any purpose that violates any law or regulation, including but not limited to Intellectual Property Rights, rights of privacy, or in any manner inconsistent with the Terms of Service or Privacy Policy associated this agreement or CareerChat UK websites; (viii) sell, lease, share, transfer, or sublicense the products; (ix) use the products in a product or service that substantially replicates or competes with products or services offered by CareerChat UK; (x) attempt to replicate CiCi or the CareerChat UK applications in design, content, or functionality; or (xi) cause, assist or permit any third party to do any of the foregoing.
10. If Licensee is accused of violating any material term of this agreement CareerChat UK shall, prior to taking any other action allowed by law or this agreement, give written notice of the alleged violation to the Licensee. Licensee shall have ten days from receipt of the written notice to respond and explain why such allegation is incorrect, cure the violation, or to notify CareerChat UK of the steps the Licensee is taking to cure the violation along with a date when the cure will be completed if the cure will take longer than ten days. If the alleged violation continues past the time to cure or if the cure does not remedy any alleged damage to CareerChat UK caused by the violation, then CareerChat UK may immediately terminate the license granted by this agreement and pursue such other action as CareerChat UK determines to be necessary. If CareerChat UK terminates the Licensee’s use of the services because of the Licensee’s violation of a material term of this agreement, Licensee will not be entitled to a refund of amounts paid to CareerChat UK under this agreement. A similar approach to dialogue and mutually satisfactory resolution is to be applied in the first instance in cases where Licensee has a grievance against CareerChat UK services.
11. If a third party brings a claim against CareerChat UK or Licensee based on a breach by CareerChat UK or Licensee of any of the terms of this agreement, the breaching party will indemnify, defend, and hold harmless the non-breaching party, their parents, affiliates and subsidiaries, against any and all claims, suits, losses, liabilities, and judgments, including costs, expenses, damages, and reasonable legal fees arising from the third-party claim.
12. Where the software provides access to individual profiles or personally identifiable information, such as in the case of user referrals or user information shared with the licensee, the licensee will abide by the privacy agreement (Appendix 3) and by its own data protection and privacy agreements, adhering to whichever is the stricter in the case of conflict. Cases of conflict that are not straightforward to resolve by this principle shall be discussed jointly by the Licensee and CareerChat UK to agree on an approach to resolution. In general, CareerChat UK and the Licensee may only publish aggregated data that cannot be used to identify individual persons and may only handle any personal data within the requirements of GDPR, or to identify or evaluate a person in a way that violates applicable employment, privacy, or other laws.
13. Our service level agreement for uptime of the CiCi chatbot interface and CareerChat UK applications is ninety-seven percent [97%], provided usage remains within a maximum of 100 concurrent users and excluding the uptime of any third-party resources embedded in CiCi which are subject to their own terms of services. Should third-party resources prove unreliable in the future, Licensees and CareerChat UK can discuss alternative provision. Should this average uptime not be met over a calendar month period, the Licensee is entitled to a rebate not exceeding half [50%] of the monthly-equivalent fee.
14. The licensee is entitled to flag issues using the CareerChat UK ticketing system or any other pre-agreed process. We provide a two [2] working day turnaround, beginning the day following receipt, to provide either an immediate fix for the issue or an initial proposal for how the fix might be addressed. In general, immediate fixes would include minor changes to CiCi text at specific points in the conversation flow and updates to media or web links. Immediate fixes are completed at no additional charge, provided no more than four such requests are made in a calendar month period. Where five or more such requests in a calendar month are required, CareerChat UK and the Licensee will discuss the appropriate way forward. Complicated fixes will similarly be discussed jointly, with options including a specified period of time for CareerChat UK to implement the fix and any additional fee levied for the fix (if applicable) or identifying the fix as a potential upgrade for a future version of the product. CareerChat UK retains full discretion over whether a particular request is an immediate fix or a complicated fix.
15. Client and user queries will receive a response within 2 and 5 working days respectively, although complicated queries may take more time to resolve. In general, the client is expected to engage with their target users in the first instance but may request support from CareerChat UK in handling individual cases. Where CareerChat UK contacts licensee target users directly, with licensee permission, this will generally take place under CareerChat UK branding and noting the relationship with the licensee.

Disclaimers:

1. CiCi curates, collates, and presents information and tools from a range of third-party labour market information sources and career advice services, which are subject to their own terms of services and might change from time to time.
2. CareerChat UK has carefully chosen third-party data, advice and tool providers. The majority of our data providers are sources endorsed by the UK government. However, we are not responsible for their content or data, or for how these may change over time. We cannot make any representations for the completeness or accuracy of the data beyond the assurances provided by the data suppliers.
3. The chatbot and associated applications are provided “as is,” without warranty for a particular purpose or project. CareerChat UK is not liable for their misuse, or for the results of any planning errors based on them. The Licensee is fully responsible for the decisions that are made based on the data and the outcomes of those decisions, including any economic loss.
4. CareerChat UK’s liability for damages to Licensee shall not exceed the amount the Licensee paid to CareerChat UK for the product or service in question.
5. Licensee is responsible for providing computer equipment and facilities to use the tools, including maintaining web facilities that are sufficient to serve CiCi to its target users.
6. CareerChat UK updates and upgrades products and services periodically. CareerChat UK is not obligated to continue to support legacy versions of any product or service or make legacy versions of products or services available to the Licensee. Material degradations in a service, such as the result of a third-party source ceasing to provide their source with no comparable alternative made available within CiCi by CareerChat UK within ten working days, can be a trigger for early contract termination.
7. CareerChat UK may update these ToS at any time without prior notice. Substantial changes to these ToS will be emailed to the client contact named in the contract and made available in the software as appropriate.
8. CiCi provides general labour market information and career-related advice to users. This does not constitute personalised career guidance. The client maintains the primary relationship with their users and any resulting duty of care obligations. Users are responsible for how they use the information and manage their careers, including any engagement with advice or guidance professionals.