

Software Services Policies

This document includes our privacy policy, software terms of service, and safeguarding policy, as a suite of interconnected policies designed to protect our users and provide the best possible service. These policies apply only to the careers chatbots (e.g. “CiCi” & “FutureTrack”) operated by CareerChatUK Ltd and white-label tailored implementations of our chatbots with clients of CareerChatUK Ltd.

'CareerChatUK'; 'CareerChat UK'; 'we'; 'us'; and 'our'; means CareerChatUK Ltd, which has a registered office in England – Address: 21 Windsor Gardens North Shields NE29 9AZ.

Privacy Policy

CareerChatUK Ltd. endeavours to ensure that the information you submit to us via the careers chatbot remains private, confidential and 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).

Your personal information

In order to better support users, most of our chatbots ask for essential 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, without which parts of our service cannot operate. Your current employment status, education stage, or highest qualification inform the advice provided in some services. Sharing what you like to be called (e.g. your first name) helps the interaction feel more conversational. Some host organisations require other information to be collected for their own lawful purposes.

Information in this introductory module is designed not to be personally identifying. It 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 and to support host organisations deliver on their lawful purposes. We also use essential local storage to keep your chatbot conversation working as you move around the app or refresh the page. Although the storage entry is technically long-lived, it functions only as a temporary session identifier and expires automatically on our systems after your chat ends, being a fixed part of the infrastructure we use to deliver chat services.

- We do not use it for tracking or analytics at the user-level.
- We do not use cookies to support this process. Instead, your browser stores information in local storage to keep your conversation running smoothly. Most browsers allow you to clear local storage automatically when you close the browser. If you do so, please note that you will not be able to resume your conversation. Except where specified separately for users with login accounts, this information is not stored against identifiable users and presented only as aggregate anonymised statistics to monitor usage and business reporting. “Prefer not to specify” options or equivalent are provided where appropriate.

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 CareerChatUK 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 and stored by the adviser’s organisation with your consent as part of the referral process you request. The legal basis for this personal data usage is user consent.

Some implementations of our chatbots provide a login facility for users or draw on user IDs provided by your host organisation (e.g. student IDs used to enter a closed Virtual Learning Environment where the chatbot can be accessed).

- Where you do log in as a user, we store the login-related personal information from you to manage the account, such as your user name and email address, as well as details of the kind of jobs and career you are looking for, your skills and the location where you want to work in order to provide better support within the chatbot.
- Where host organisation user IDs are provided, these masked identifiers are stored only against the date of each access and are not linked to your other session data, such as what modules or searches you run. The usage of these data by your host organisation is additionally governed by any privacy agreements or terms of service you have with your host organisation.

Users with an identifiable account can request their information be accessed/viewed/downloaded, amended/rectified, or deleted/restricted in our databases in line with timelines specified by the ICO. Email our Data Protection Officer (Bob Hughes, Company Secretary – bob@cicichat.co.uk) and receive a response within one month.

Information collection and use

CareerChatUK Ltd. stores usage data and conversation logs for the purposes of improving the service and for aggregating as anonymised statistical reporting, with anonymised reporting used both internally and for clients, host organisations, and affiliated education institutions. These usage data are not connected with named user accounts, except where explicitly stated as part of a login service.

- We do not use these data 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, including cross-contextual behavioural advertising, nor do we process sensitive Personal Data for the purposes of inferring characteristics about a user. We do not use data for automated decision making.

We may record and share aggregated and anonymous information with our clients and partners e.g., the number of people searching for a specific career or a specific type of support in a particular town or city. CareerChatUK Ltd. may 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.

The only personally identifying information in our chatbot is account login information and masked user identifiers provided by our clients. This information is stored only in UK-based servers for up to four years (sufficient to cover the

standard duration of courses and education phases). Third party API calls may result in data transit to servers overseas but do not ask for or require any personally identifying information.

Additional information usage scenarios exist for safeguarding and legal duties (see Safeguarding Policy in this document).

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 (such as 6 months), a login user with associated contact details has ceased using our services, we may 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.

Security

The CareerChatUK server is protected against unauthorised access using regularly updated security devices. All data will be protected to the same standard as required under UK and EEA GDPR data protection. We implement appropriate technical and organisational measures to safeguard personal data against unauthorised access, loss, destruction, or alteration. These measures include :

- Encrypted communications (e.g., HTTPS).
- Access controls and authentication (where required).
- Regular risk assessments and security reviews.

While we take all reasonable steps to protect personal data, no system is completely secure. If you have reason to believe that your personal data has been compromised, please contact us immediately. If we become aware of a personal data breach, we assess risk and notify the ICO within 72 hours where required and affected users without undue delay.

Closing your account

You can remove the information that CareerChatUK Ltd. stores about you as a personally-identifiable individual, 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. **Data Protection Officer contact: Robert Hughes. Email: bob@cicichat.co.uk**

CareerChatUK Ltd is registered with the Information Commissioners Office – our Certificate Reference Number is: ZB337874.

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>

CareerChatUK Ltd 21 Windsor Gardens North Shields NE29 9AZ. Registered company number **14119982**

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CareerChatUK Ltd software terms of service (ToS)

1. CareerChatUK Ltd 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 agreement and made available in the software as appropriate.

Terms of service for chatbot end users

Scope of the service provided

2. CiCi provides general labour market information and career-related advice to users. This does not constitute personalised career guidance. Users are responsible for how they use the information and manage their careers, including any engagement with advice or guidance professionals.
3. CareerChatUK Ltd 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. At any given level of detail, we take steps to ensure the third-party labour market data we provide are the best available, which often relies on survey data from earlier months or years. Statistical data should be taken as a general indicator of likely or recent activity and cannot be an exact prediction of the circumstances an individual users might experience in the future labour market.
4. The chatbot and associated applications are provided “as is,” without warranty for a particular purpose or project. CareerChatUK Ltd is not liable for their misuse, or for the results of any planning errors based on them. Users are fully responsible for the decisions that are made based on the data and the outcomes of those decisions, including any economic loss.

Excluded usage

5. Users may not attempt to use the chatbot for purposes outside of seeking support with careers-related questions. Users are not permitted to reverse-engineer, modify, or create derivative works of the chatbot, nor to sublicense or sell on the chatbot services in any manner, nor to support a third party to do any of the foregoing.

Large language model powered services

6. When using certain features in CiCi (such as “Ask me a question” or “Free Chat”), the user is chatting with an AI assistant powered by large language models (LLMs). These AI assistants typically provide insights and information synthesised from online sources.
 - While steps are taken to promote appropriate engagement and these AI assistants have passed our quality assurance testing, messages may contain inaccuracies due to the underlying information

available online and may not be appropriate for a user's specific circumstances. It is important that the user double-checks any key information before making career decisions, including seeking advice from their network or relevant professionals as appropriate.

- When using these features, users should not enter their contact details or other sensitive information that they do not want stored against their session or their login account (where applicable). Such information is not requested or necessary for providing the intended service.
- In line with the privacy agreement (in this document), users with an identifiable account can request their information be accessed/viewed, amended/rectified, or deleted/restricted in our databases in line with timelines specified by the ICO.
- Users are only permitted to use these features for appropriate career-related questions. Inappropriate or malicious usage may result in error messages or inappropriate content, which remain the responsibility of the user. For instance, users must not use AI features to generate or request content that is illegal, harmful, infringes others' rights, or exploits or harms minors.
- Our large language model providers do not train on the chat data provided by our users. Our current LLM provider's policies can be found at: <https://openai.com/policies/services-agreement/>.

Third-party services

7. CiCi curates, collates, and presents information and tools from a range of third-party labour market information sources and career advice related services, which are subject to their own terms of services and might change from time to time.

Terms of service for organisational clients

In-scope services

8. CareerChatUK 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, as well as by secondary education students in the UK with similar goals who also have access to institutional support on these topics (such as their school or college). 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.
9. We also provide a number of software tools ("CareerChatUK 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. Where these applications require login details, account identifiers such as email addresses need to be used. These account identifiers will only be

used for the purposes of your account management and treated as personally identifying information under GDPR. This terms of service covers both CiCi and the supporting CareerChatUK applications, with separate restrictions as specified.

License scope and limitations

10. Licensees are granted a non-exclusive, non-transferable, non-assignable limited license to access the CareerChatUK Ltd applications. Unless otherwise stated in a written agreement, login credentials (a username and password) will be issued only to employees of a Licensee (“authorised users”). Login credentials may not be shared. Licensee will not allow access by anyone who has not been assigned login credentials by CareerChatUK.
11. 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. Unless specified otherwise in a separate agreement, licensees have the right to make the tailored instance available in up to three [3] web-hosted locations for their desired target users.
12. 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 end 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 than agreed in writing with CareerChatUK Ltd;
 - (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 CareerChatUK Ltd;
 - (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 CareerChatUK Ltd 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 CareerChatUK;
 - (ix) attempt to replicate CiCi or the CareerChatUK applications in design, content, or functionality; or
 - (x) cause, assist or permit any third party to do any of the foregoing.

Licensee rights to use data

13. Licensees may download or otherwise record information from their tailored “CiCi” and/or “FutureTrack” instance and CareerChatUK Ltd applications for their internal use. Aggregated and anonymised insights that do not reveal non-public details of CareerChatUK Ltd 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 CareerChatUK Ltd in advance and with appropriate credit to CareerChatUK Ltd. Such permission is not to be unreasonably withheld.

Licensee data provided to enrich the service

14. 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.
15. Where a Licensee provides their own data, insights, and information to power additional conversation modules in CiCi or any other CareerChatUK application, CareerChatUK 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 CareerChatUK, CareerChatUK has the same rights to that information as members of the public.

License violations and claims

16. If Licensee is accused of violating any material term of this agreement CareerChatUK Ltd 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 CareerChatUK Ltd 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 CareerChatUK caused by the violation, then CareerChatUK Ltd may immediately terminate the license granted by this agreement and pursue such other action as CareerChatUK determines to be necessary. If CareerChatUK Ltd 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 CareerChatUK 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 CareerChatUK services.
17. If a third party brings a claim against CareerChatUK Ltd or Licensee based on a breach by CareerChatUK 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.

Service level agreements

18. Our service level agreement for uptime of the CiCi chatbot interface and other CareerChatUK Ltd applications is ninety-seven percent [97%], provided usage remains within agreed levels with that Licensee 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 CareerChatUK 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.
19. The Licensee is entitled to flag issues using the CareerChatUK Ltd ticketing system or any other pre-agreed process. Unless otherwise agreed with the Licensee, 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 e.g. 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, CareerChatUK 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 CareerChatUK 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. CareerChatUK Ltd retains full discretion over whether a particular request is an immediate fix or a complicated fix.
20. Client and user queries will receive an initial response within 2 and 5 working days respectively, although complicated queries may take more time to resolve beyond the initial response. In general, the client is expected to engage with their target users in the first instance but may request support from CareerChatUK Ltd in handling individual cases. Where CareerChatUK contacts Licensee target users directly, with Licensee permission, this will generally take place under CareerChatUK Ltd branding and noting the Licensee relationship.
21. CareerChatUK's liability for damages to Licensee regarding service availability or content provided shall not exceed the amount the Licensee paid to CareerChatUK Ltd for the product or service in question, except where otherwise specified in agreements/contracts with the Licensee.
22. CareerChatUK Ltd updates and upgrades products and services periodically. We are 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" or "FutureTrack" by CareerChatUK Ltd within ten working days, can be a trigger for early contract termination.

Licensee responsibilities

23. Licensee is responsible for providing computer equipment and facilities to use the tools, including maintaining web facilities that are sufficient to serve "CiCi" or "FutureTrack" to its target users where the products/services are made available via the Licensee's web facilities.

24. 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.
25. 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 (contained in this file) 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 CareerChatUK Ltd to agree on an approach to resolution.
- In general, CareerChatUK 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.

Safeguarding Policy

Our Safeguarding Policy is designed to balance chatbot users' rights to private conversations with host organisations' duty of care. Our approach guarantees that identified high risk safeguarding concerns always receive a fixed-text message that encourages them to seek support from an expert service (typically with multiple options available), providing duty of care reassurance even for anonymous users interacting with an AI-powered language model.

Anonymous chat users

By default, usage of our chatbots is anonymous and session conversations are not linked to personally-identifying information. This anonymity supports users to ask careers questions without feeling judged or without being concerned that their questions might adversely affect their other activities, such as particular courses they might be studying or applying for.

In this default setting, we provide safeguarding support via AI-powered monitoring of conversations to identify cases where a safeguarding issue might be raised. Low or high risk safeguarding issues are identified in various preset categories, such as homelessness, medical concerns, bullying, or mental health difficulties. For low risk issue identifications, the issue is logged and the chatbot instructed to respond appropriately. For high risk issue identifications, the issue is logged and a fixed text response is provided to the user, personalised by age and nation and providing details on where to go to for help for different types of issue. If they wish, host organisations can replace this default approach with fixed text responses for both low risk and high risk issue identifications, e.g. to highlight particular support available to users within their institution.

The type and number of safeguarding issue identifications are made available to host organisations within the management dashboard. Host organisations can request a call to discuss high risk safeguarding issue identifications, by which CareerChat UK Ltd can review the original anonymised conversation flows and share details to help the host organisation ensure their support to users is fit for purpose. Except where legally required, user conversation flows are never released in full to anyone outside CareerChat UK Ltd.

Non-anonymous chat users

Some chatbot instances enable host organisations partners greater visibility over usage, enabling greater safeguarding controls, in addition to the support available for anonymous chat users.

Where users log in to use the chatbot, user details are linked to specific sessions, being declared and explicitly consented to as part of the login process. In such cases, the circumstances under which specific session detail can be shared with the host organisation is governed by separate privacy agreements governing the relationship between the user and the host organisation.

Where host organisation user IDs are provided, these masked identifiers are stored only against the date of each access and are not linked to your other session data, such as what modules or searches you run. These masked identifiers are recorded against the type of safeguarding issue identified, but not the specific conversation flow. The type of issue can be shared with the host organisation along with the user ID so that the host organisation can best support the user.

This document was last reviewed and approved in January 2026.