

Capco Alumni Terms of Use

Updated version: 28 September 2022

These terms (“**Terms of Use**”) set out the rules and restrictions for accessing and using the Capco website at alumni.capco.com and the Capco Alumni App (collectively the “**Platform**”), and all the functionalities provided on the Platform.

By accessing or using the Platform or by logging into with your allocated User ID, you agree to be bound by these Terms of Use.

By accessing the Platform, you confirm you have legal ability and means required to access and use it, and acknowledge you’ve to have read, understood and accepted without limitation or reservation the Terms of Use; and that you’ve also read, understood and accepted [Capco’s Alumni Privacy Policy](#).

Please review these Terms of Service carefully prior to using the Platform. If you do not agree with these Terms of Use, please do not use the Platform.

1. Legal notice

The Platform is provided by The Capital Markets Company (UK) Limited (“**Capco**”) (registered office: 77-79 Great Eastern Street, London, England, EC2A 3HU) and on behalf of the other companies within its corporate structure (the “**Capco Group**”). A full list of Capco Group companies across the globe can be found [here](#).

Hosting:

[Google Cloud Platform](#), Company located at Gordon House, 4 Barrow St, Dublin, Ireland.
Registered in the Dublin Trade and Companies Register under the number: 752925594
Phone number: +353 1 436 1000

2. Definitions

Identifiers: means login and password or social login the User used to create the User Account.

Party or Parties: means the User and Capco designated either individually or collectively.

Service Content: any data, text, files, information, usernames, images, graphics, photos, profiles, audio and video clips, sounds, works of authorship, applications, links, and other content or materials made available on or as part of the Platform, and including the Platform itself.

User or Users: means any person accessing and/or using the Platform (or any part of it) including person authorized by Capco to access and use of the Platform after creation of a User Account.

User Account: means a dedicated online account opened by a person authorized by Capco and providing an access to the Platform.

User Content: any content created, posted, or shared by the User, on or through the Platform including any information, data, photos and other content relating to the User.

3. Description of the Service

The Platform enables Users with User Accounts to connect with each other, build communities, or also do networking.

The Platform makes available to Users with User Accounts a suite of online services provided by Capco (the “**Services**”), allowing the User to:

- Connect with people who are connected with Capco. via:
 - **Live feed:** allows Users with User Accounts to have access to a newsfeed aggregating contents posted on the Platform. Users can publish comment on the posts.
 - **Recommend:** allows Users with User Accounts to suggest someone to be invited by Capco to create a User Account .
 - **Location:** allows Users to be located (via the location information voluntarily entered by the User) in order to know who is near them.
- Communicate with others by sharing content such as status, photos, videos, sending private messages, as well as creating events, groups, or projects.
 - **Directory:** provide with the contact details of other Users with User Accounts.
 - **Private messages:** allow Users with User Accounts to communicate with each other by private message.
 - **Groups:** Users can be part of groups with all the features of the application.

- Ensure the safety and integrity of the Platform with a **reporting tool** allowing the Users to report inappropriate content and other Users misuse.
- Participate in **fundraising events** organized by Capco;
- Share job offers or apply to job offers published on the Platform;
- Stay up to date with news about Capco and activities posted on the Platform:
 - **Email campaign:** the User can receive emails campaigns from Capco
 - **Notification:** Users that have agreed can receive notifications sent by Capco.

These Terms of Use govern the use of each component of the Service.

4. Access to the Services

An expression of interest to become a User of the Platform may be made via the Platform.

Full access to the Platform and the Services shall be subject to the creation of a User Account and approval by Capco.

4.1. Creation of the User Account

To create a User Account a User will be required to provide Capco with personal identification data through the online registration form accessible from your invitation.

User shall enter user identification data such as email address/password or can create a User Account by connecting through their Facebook/LinkedIn/Google account.

The User agrees to provide only accurate and complete information when creating or updating their User Account.

Capco will handle and process User data in accordance with Capco's Alumni Privacy Policy.

4.2. Access modalities

In order to create a User Account and/or benefit from the Services, the User must log-in with their email address and password (the "**Identifiers**") or with their Facebook/LinkedIn/Google account the User used to create the User Account. Identifiers are personal and confidential. Users are responsible for keeping it secret and not disclose it to any third party in any form and for any reason whatsoever.

The User's login can only be changed at the request of the User or at the initiative of Capco. The User's password is modifiable by the User through the User's Account. The User is solely and entirely responsible

for the use of the User's Identifiers and undertakes to do everything possible to keep it secret and not to disclose them to anyone, in any form whatsoever and for any reason whatsoever. If the User forgets their password, the User can generate a new one by clicking on the link "Reset my password" on the log-in section.

The User is solely responsible for the activity that occurs on its User Account and will be responsible to keep its Identifiers secure and for the use of their Identifiers by third-parties or for any actions or declarations made through their User Account, whether fraudulent or not, and guarantees Capco against any request in this respect.

If the User has reason to believe that a person is fraudulently using identification elements or their User Account, she or he must immediately inform Capco by e-mail at the following address contact@alumni.capco.com.

The User is solely responsible for the improper access, damage, disruption, loss or theft and adverse consequences caused by its breach of the confidentiality of the Identifiers. In case of loss, misappropriation or unauthorized use of its password, the User shall immediately notify Capco.

Users may not use another's account without permission. A User Account may not be shared, transferred, or sold to other parties, nor are they to be used by or made available to any person or entity except the registered user.

5. Cost of the Services

The Platform and the Services are available for free of charge (excluding any connection costs, whose price depends on your electronic communication service provider).

6. Intellectual property

6.1. Company's ownership

The Platform, Service and the Service Content belong and shall remain the property of Capco or its licensors as appropriate, and is protected by copyright, patent when applicable, trade secret and other intellectual property laws.

The User shall not acquire any of such rights title and interest (including, without limitation, all intellectual property rights such as copies, modifications, extensions and derivative works thereof) save as otherwise expressly set out in this clause 6.1 and the User shall take all necessary measures to this effect. All rights not expressly granted to Users are reserved and retained.

Any reproduction, representation, distribution, modification, adaptation or translation of the Service Content, in whole or in part, in any form and current or future medium is strictly prohibited, except within

the limit of the Terms of Use or with prior express authorization of Capco. Any use of these Service Content not expressly authorized by Capco shall constitute a violation of the Terms of Use and a violation of Capco's intellectual property rights.

Except as specifically permitted by these Terms of Use, User may not use or register any name, logo, brand or insignia of Capco except with Capco's prior written approval and in accordance with any restrictions required by Capco. These are the property of Capco or are subject to rights to use, duplicate or represent/communicate to the public that have been granted to Capco.

Capco is the producer of databases on the Platform and Capco is the owner of any databases made available. The User shall not extract or reuse a substantial qualitative or quantitative portion of the databases, including for private purpose.

6.2. User's right of use

Capco grants the User a limited, non-exclusive, non-transferable, and revocable license to use the Platform and Services for User's personal, non-commercial purposes. The User may only access and use the Platform on devices that User owns or controls. User may use the Platform, Services and the Service Content only in the manner and for the purposes specified in these Terms of Use. Except as specifically permitted by these Terms of Use, User may not modify, transmit, produce, distribute, display, sell, license, broadcast, or otherwise make available in any form or by any means any part of the Platform, Services or the Service Content without the express written permission of Capco.

In connection with the use of the Platform, Services and Service Content or User's Content, the User is not authorized to, or cannot allow a third party to:

- violate any applicable laws, rules or regulations, notably cause damage or injury to any person or property, infringes any rights of third parties including but not limited to any intellectual property rights and privacy rights or perform any other illegal, harmful or fraudulent activities;
- probe, scan, or test the vulnerability of any system or network;
- remove, circumvent, disable, damage or otherwise interfere with any security measures of any network, computer or communications system, software application, or network or computing device;
- attempts to connect without permission and/or damage, in any way whatsoever, any users, hosts or networks; and/or
- disturb, hamper, interfere or interrupt the access to or operation of the Service and Service Content including by transmitting any worms, viruses, spyware, malware or any other code of a destructive or disruptive nature.

7. User's undertakings

The User represents and warrants that they retain ownership of all of their intellectual property rights in the User Content or that this User Content is subject to a license granted to the User by a third party

holding these rights, under conditions allowing the User to freely use and/or transfer these elements for the purpose of using the Platform and/or the Services. Capco does not claim ownership of the User Content.

The User holds Capco harmless from all claims or actions brought by third parties on the grounds of an infringement of their rights, including, without limitation, publicity rights, copyrights, trademark and/or other intellectual property rights or privacy rights in the User Content.

8. User's rules of conduct

User may not post content on the Platform and/or use the Services in any way that (including the sending of messages between Users) includes, but is not limited to: (i) sexually explicit materials; (ii) obscene, misleading, libellous, slanderous, violent, hateful and/or unlawful content or profanity; (iii) content that infringes upon the rights of any third party, including copyright, trademark, privacy, publicity or other personal or proprietary right, or that is deceptive or fraudulent; (iv) content that promotes the use or sale of illegal or regulated substances, tobacco products, ammunition and/or firearms; and (v) gambling, including without limitation, any online casino, sports books, bingo or poker ("Objectionable Content") via the Platform and/or the Services.

User may not defame, stalk, bully, abuse, harass, threaten, impersonate or intimidate people or entities and must not post private or confidential information via the Services, including, without limitation, the User or any other person's credit card information, social security or alternate national identity numbers, non-public phone numbers or non-public email addresses.

User must not create accounts on the Platform and/or the Services through unauthorized means, including but not limited to, by using an automated device, script, bot, spider, crawler or scraper.

User must not attempt to restrict another User from using or enjoying the Platform and/or the Service and must not encourage or facilitate violations of these Terms of Use.

User may only make non-commercial uses of the Service and Service Content. Use of Platform, Service or the Service Content for any commercial, public or political purpose is strictly prohibited. Prohibited activities include but are not limited to: (1) activities that are illegal or fraudulent; (2) use that inaccurately implies endorsement, approval, or sponsorship by Capco (or any individual officer or employee of Capco); (3) use that can be confused with official communications of Capco or its officers or employees; and (4) print or electronic mass mailings (sometimes known as "spamming"), solicitations for commercial services.

9. Reporting and moderation

In order to ensure the Platform provides the best experience possible for everyone, if a User sees any inappropriate content, they must use the “Report as offensive” feature found under each post.

Capco has no general obligation to monitor User Content nor to investigate whether facts or circumstances are revealing illicit activities. Capco has set up a reporting tool allowing any User to notify illegal, abusive and harmful content.

If User Content is reported, Capco reserves the right to withdraw the reported content and/or suspend or terminate the User Account of the User having originally published the reported content in accordance with clause 10 (Termination) as a breach of these Terms of Use.

10. Termination, suspension, or revocation of access

10.1. Deletion of the User Account by the User

At any time, the User may delete their User Account by contacting Capco at contact@alumni.capco.com. Capco aims to action User Account deletion requests within five (5) working days. Once actioned by Capco, all the data collected upon the subscription as well as the content published by the User on the Platform is fully deleted.

10.2. Suspension or termination of the User Account by Capco in case of breach of the Terms of Use

Capco retains the right to suspend User’s access to the Platform, a User Account and/or Services to make all investigations necessary following a report made pursuant to clause 9 (or as may otherwise be notified to Capco or which Capco becomes aware of) or in case of presumed breach of Terms of Use which may be remediated. The User whose User Account is suspended will be informed by Capco of such a decision by email. The User has the possibility to send an email to Capco to obtain additional information on the reasons for the suspension as well as to provide explanations and/or any element in order to demonstrate that the breach has been remediated. If the violation of Terms of Use is not remedied within one (1) month from suspension notification, Capco reserves the right to terminate the applicable User’s Account and right to use the Services, in addition to any other rights or remedies available.

10.3. Deletion of inactive User Account

Capco will delete inactive User Accounts where the User for such account has not accessed their User Account for a continuous period of eighteen (18) months. The User will be informed by email of the deletion of their account subject to prior notice of two (2) weeks allowing the User to object to such deletion.

11. Privacy; Confidentiality

By accessing and/or using the Platform, creating User Accounts and/or the Service, User's personal data may be collected and processed by Capco or any party of Capco Group, in compliance with Capco's Alumni Privacy Policy and the Alumni Cookie Policy, (collectively, "**Privacy Policies**").

Capco Group will treat User Content as confidential information in accordance with these Terms of Use and the Privacy Policies.

12. Limitation of Warranty and Liability

To the fullest extent possible and permitted by law, Capco excludes its liability for any losses or damages suffered or incurred by Users in relation to their access and/or use of the Platform and/or Services, or any part of them. By accessing and using the Platform and/or Services, Users accept this position. In particular, Capco expressly excludes any liability for events of any kind that may occur during any meeting organized between Users within the use of the Platform and/or Services. Any such meetings are arranged entirely at the discretion and risk of Users. Nothing in this clause 12 limits or excludes any liability that cannot be excluded or limited as a matter of law.

Capco is not responsible for the User's device compatibility nor if the User is unable to connect due to any technical problem related to the Internet network or a failure in the User's computer facilities and equipment.

Capco shall not be responsible for User's system nor any problems arising from or related to User's system or caused by the Internet. User is responsible for the security of its access to and use of the Platform and the Services.

To the extent permitted by law, any document, information, data, or elements provided or available via the Platform and/or the Services by Capco is provided without any guarantees, notably that the Information is comprehensive or accurate.

The User is solely responsible for the use of the Information and bears all the risks arising from your reliance on this Information. The Information is provided on the condition that the User can determine their interest for a specific purpose before use. Under no circumstances Capco accepts liability for injury arising from reliance on the said Information, its use or use of a product to which it refers.

The User is solely responsible for all User Content posted and assumes all risks relating to its use by others and others' reliance on its accuracy. The User acknowledges that, following the publication of the any

content, its information will become accessible to all the Users on the Platform and that as such, same information will be published, modified, translated, reproduced in any form and accessible, saved and reproduced by other Users and Capco. Capco will have no responsibility or liability in connection with the User Content.

13. Hypertext links

The Platform may provide links to websites operated by third parties or other internet sources/networks, as well as data/information coming from third-party servers. Capco does not endorse or accept responsibility for the content or the use of third-party websites and cannot be held liable for any damage following or in relation with use or the fact of having trusted the content/data/results available on such third-party servers, external sources or internet sites.

If a User uses third-party sites or content from third-party servers, User does so solely at User's own risk. Links do not imply that the Company is affiliated or associated with any linked site.

14. Contact

For any questions regarding the Terms of Use, especially use of the Services or any claim, please email us at contact@alumni.capco.com.

The User can use these contact details for any technical support request, including to request to delete its User Account.

15. Miscellaneous

Governing Law and jurisdiction. These Terms of Use will be governed by the laws of England without regard to its conflicts of laws principles.

Change of Terms of Use. These Terms of Use are subject to change from time to time. Any changes will be posted to this page. Use of the Services or any Service Content after entering into force the new version of the Terms of Use will constitute the agreement to the modified Terms of Use. If the User disagrees with such modification of the Terms of Use, the User may terminate the Services and delete its User Account under the conditions set forth in clause 10 of these Terms of Use.

Severability; Entire Agreement. Except in the case of invalidity of an essential clause, if any provision of these Terms of Use is held to be invalid or unenforceable, that provision, to the extent unenforceable, shall be struck, and shall not affect the validity or enforceability of the remaining provisions. These Terms

of Use, including the Privacy Policies, set forth the entire understanding and agreement between the User and Capco with respect to the subject matter hereof.

Convention of proof. Electronic documents exchanged by electronic means between the User and the Capco shall be regarded as writings having the same probative force as writings on paper in the meaning of applicable law. They may constitute faithful and durable copies in accordance with applicable law, so that the User is invited to keep them.

Force majeure. In no case may Capco be held liable for any breach of its contractual obligations resulting from a force majeure event (meaning an event outside of Capco's control or direction) as defined in applicable law and related jurisprudence.