

## ***AGREEMENT WITH CUSTOMER***

### ***Trainmehireme Limited (Trainmehireme/the company)***

#### ***Terms and Conditions.***

By using this website, you expressly agree that such use is at your own risk. Trainmehireme provides a service seeking to match training entities and employers in the construction sector with prospective candidates/employees who have uploaded their profile via an App of the company to the website of Trainmehireme. Trainmehireme will use its best endeavors to ensure that all information on its website is correct, but cannot guarantee that such will always be the case or that its service will be uninterrupted or error-free.

### **1.1 GENERAL CONDITIONS**

- 1.1.1 By creating a Trainmehireme account, whether through a mobile device, mobile application or computer (collectively, the “Service”) you agree to be bound by (i) these terms of use, (ii) our Privacy and Cookie Notice and Data Protection Policy, (if applicable to you) which are incorporated by reference into this Agreement and (iii) any terms disclosed and agreed to by you if you purchase additional features, products or services we offer on the Service (collectively, this "Agreement").By clicking to place an order, you are making an offer to but the Service which incorporates these terms. If you do not accept and agree to be bound by all of the terms of this Agreement, please do not use the Service. We reserve the right to decline any order, without giving any reason.
- 1.1.2 Trainmehireme may make changes to this Agreement and to the Service from time to time. Trainmehireme may do this for a variety of reasons including to reflect changes in or requirements of the law, new features, or changes in business practices. The most recent version of this Agreement will be posted on the Service and you should regularly check for the most recent version. The most recent version is the version that applies. If the changes include material changes to your rights or obligations, we will notify you at least thirty (30) days in advance of the changes (unless Trainmehireme is unable to do so under applicable law) by reasonable means, which could include notification through the Service or via email. If you continue to use the Service after the changes become effective, then you agree to the revised Agreement.
- 1.1.3 Trainmehireme provides this website and its contents on an “as is” basis and makes no representations or warranties of any kind, express or implied, with respect to this website or its operation, contents, products or services.
- 1.1.4 Trainmehireme does not represent or warrant that information available on this website is accurate, current or complete and we disclaim any and all representations and warranties, including but not limited to any warranty or merchantability or fitness for a particular purpose to the full extent permitted by the applicable law.
- 1.1.5 Any hypertext links to other websites are provided for convenience only and Trainmehireme assumes no responsibility or liability whatsoever for the contents of those other websites linked to, or any goods or services advertised or sold on those websites.
- 1.1.6 You acknowledge that Trainmehireme has set its prices and entered into this website in reliance upon the warranty disclaimer and limitations of liability set forth herein and

that the same form an essential basis of the bargain between the parties. The parties agree that the limitations of liability specified in this website will survive and apply even if the warranty disclaimers or any limitation of remedies are found to have failed its essential purpose.

## **2. YOUR ACCOUNT AND PAYMENT**

In order to use Trainmehireme, you may sign in through the App or website. For more information regarding the information we collect from you and how we use it, please consult our [Privacy Notice](#).

You are responsible for maintaining the confidentiality of your login credentials you use to sign up for Trainmehireme, and you are solely responsible for all activities that occur under those credentials. If you think someone has gained access to your account, please immediately contact [Trainmehireme](#)

Payment is by credit card and you should follow the details specified in this website to effect such payment.

## **3. TRAINMEHIRME LIMITED IS NOT LIABLE FOR**

Failure by any candidate/employee to achieve the requisite training qualifications or meet the requisite employment competences set out in any profile which will be entirely matters for the training entities and employers concerned to check and clarify.

## **4. CONTENT AND ADVERTISEMENTS**

Trainmehireme reserves the right to alter, amend or delete any of the information, advertisements or content that appear on the website at any time.

## **5. ORDERS**

5.1 You will receive confirmation once payment for the Service is received.

## **6. ACCURACY OF WEBSITE**

Trainmehireme takes great care to ensure that all information and pricing published on the website is correct. However, Trainmehireme cannot ensure or guarantee that all profiles uploaded by prospective candidates/employees to its website are correct. If an error is discovered after Trainmehireme has confirmed your order then it will make every effort to advise you thereof. Trainmehireme cannot accept any liability for incorrect information on the website or any profile.

## **7. PRICE**

Trainmehireme reserves the right to increase the advertised price of its service on its website at any time before you submit your order.

## **8. METHODS OF PAYMENT**

Trainmehireme accepts credit cards and debit cards. Any currency fluctuation will be either to the gain or loss of the customer.

In order to safeguard and encrypt your credit card information when in transit to us, Trainmehireme uses the secure socket layer Stripe technology for its services.

In the event of credit card fraud or unauthorised use of your credit card by third parties, most banks and credit card companies bear the risk and cover all the charges resulting from such fraud or misuse, which may sometimes be subject to a deductible amount. Please make sure that you report any fraud to your credit card provider (in accordance with its reporting rules and procedures) and contact us immediately by email. Please state 'credit card fraud' in the subject line of your email and provide details to Trainmehireme.

## **9. AUTO-RENEWAL, AUTOMATIC CARD PAYMENT**

If you purchase an auto-recurring periodic subscription, your payment method will continue to be billed for the subscription until you cancel. After your initial subscription commitment period, your subscription will automatically continue for an indefinite period of time, at the price you agreed to when subscribing unless you cancel your subscription before the renewal date. Your card payment information will be stored and subsequently used for the automatic card payments in accordance with the Agreement.

Objections to a payment already made should be directed to Trainmehireme if you were billed directly by Trainmehireme or the relevant third - party account. You are also able to object by contacting your bank or payment provider, who can provide further information on your rights as well as applicable time limits. You may unconditionally withdraw your consent to automatic card payments or the relevant third - party account, but be advised that you are still obligated to pay any outstanding amounts.

If you want to change or terminate your subscription, it is easiest to log in to your third - party account, you should contact Trainmehireme directly and follow the instructions to terminate or cancel your subscription, even if you have otherwise deleted your account with us. Deleting your account on Trainmehireme does not terminate or cancel your subscription;

Trainmehireme will retain all funds charged to your payment method until you terminate or cancel your subscription on Trainmehireme or the third - party account, as applicable. If you terminate or cancel your subscription, you may use your subscription until the end of your then-current subscription term and your subscription will not be renewed after your then current term expires.

Additional terms that apply if you pay Trainmehireme directly with your payment method. If you pay Trainmehireme directly, Trainmehireme may correct any billing errors or mistakes that it makes even if it has already requested or received payment. If you initiate a chargeback or otherwise reverse a payment made with your payment method, Trainmehireme may terminate your account immediately in its sole discretion.

You may edit your payment method information by contacting Trainmehireme directly. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and you do not edit your payment method information, terminate or cancel your subscription, you remain responsible for any uncollected amounts and authorize us to continue billing the

payment method, as it may be updated. This may result in a change to your payment billing dates. In addition, you authorize us to obtain updated or replacement expiration dates and card numbers for your credit cards or debit card as provided by your credit card or debit card issuer. The terms of your payment will be based on your payment method and may be determined by agreements between you and the financial institution, credit card or debit card issuer or other provider of your chosen payment method.

**Refunds.** Generally, all charges for purchases are nonrefundable, and there are no refunds or credits for partially used periods. We may make an exception if a refund for a subscription offering is requested within fourteen (14) days of the transaction date, or if the laws applicable in your jurisdiction provide for refunds.

For subscribers residing in the EU or European Economic Area - in accordance with local law, you are entitled to a full refund without stating the reason during the fourteen (14) days after the subscription begins. Please note that this fourteen (14)-day period commences when the subscription starts.

## **10. MODIFYING THE SERVICE AND TERMINATION**

Trainmehireme is always striving to improve the Service and bring you additional functionality that you will find engaging and useful. This means we may add new product features or enhancements from time to time as well as remove some features, and if these actions do not materially affect your rights or obligations, we may not provide you with notice before taking them. We may even suspend the Service entirely, in which event we will notify you in advance unless extenuating circumstances, such as safety or security concerns, prevent us from doing so.

## **11. RIGHTS WHICH TRAINMEHIREME GRANTS YOU**

Trainmehireme grants you a personal, worldwide, royalty-free, non-assignable, nonexclusive, revocable, and non-sublicensable license to access and use the Service. This license is for the sole purpose of letting you use and enjoy the Service's benefits as intended by Trainmehireme and permitted by this Agreement. This license and any authorization to access the Service are automatically revoked in the event that you do any of the following:

- use the Service or any content contained in the Service for any commercial purposes without our written consent.
- copy, modify, transmit, create any derivative works from, make use of, or reproduce in any way any copyrighted material, images, trademarks, trade names, service marks, or other intellectual property, content or proprietary information accessible through the Service without Trainmehireme's prior written consent.
- express or imply that any statements you make are endorsed by Trainmehireme. • use any robot, bot, spider, crawler, scraper, site search/retrieval application, proxy or other manual or automatic device, method or process to access, retrieve, index, "data mine", or in any way reproduce or circumvent the navigational structure or presentation of the Service or its contents.
- use the Service in any way that could interfere with, disrupt or negatively affect the Service or the servers or networks connected to the Service.
- upload viruses or other malicious code or otherwise compromise the security of the Service.
- forge headers or otherwise manipulate identifiers in order to disguise the origin of any

- information transmitted to or through the Service.
- "frame" or "mirror" any part of the Service without the prior written authorization of Trainmehireme.
  - use meta tags or code or other devices containing any reference to Trainmehireme or the Service (or any trademark, trade name, service mark, logo or slogan of Trainmehireme) to direct any person to any other website for any purpose.
  - modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of the Service, or cause others to do so.
  - use or develop any third-party applications that interact with the Service or other customer's content or information without our written consent.
  - use, access, or publish the Trainmehireme application programming interface without our written consent.
  - probe, scan or test the vulnerability of our Service or any system or network.
  - encourage or promote any activity that violates this Agreement.

Trainmehireme may investigate and take any available legal action in response to illegal or unauthorized uses of the Service, including termination of your account.

Any software that we provide you may automatically download and install upgrades, updates, or other new features. You may be able to adjust these automatic downloads through your device's settings.

## **12. RIGHTS WHICH YOU GRANT TO TRAINMEHIREME**

By creating an account, you grant to Trainmehireme a worldwide, transferable, sub licensable, royalty-free, right and license to host, store, use, copy, display, reproduce, adapt, edit, publish, modify and distribute information you authorize us to access from third parties such as Facebook/Meta, as well as any information you post, upload, display or otherwise make available (collectively, "post") on the Service or transmit to other members (collectively, "Content"). Trainmehire's license to your content shall be non-exclusive, except that Trainmehireme's license shall be exclusive with respect to derivative works created through use of the Service. For example, Trainmehireme would have an exclusive license to screenshots of the Service that include your content. In addition, so that Trainmehireme can prevent the use of your content outside of the Service, you authorize Trainmehireme to act on your behalf with respect to infringing uses of your content taken from the Service by other customers or third parties. Our license to your content is subject to your rights under applicable law (for example laws regarding personal data protection to the extent any content contains personal information as defined by those laws) and is for the limited purpose of operating, developing, providing, and improving the Service and researching and developing new ones. You agree that any content you place or that you authorize us to place on the Service may be viewed by other customers and may be viewed by any person visiting or participating in the Service.

You agree that all information that you submit upon creation of your account, including information submitted from your Facebook/Meta account, is accurate and truthful and you have the right to post the Content on the Service and grant the license to Trainmehireme above.

You understand and agree that we may monitor or review any content you post as part of a Service. We may delete any content, in whole or in part, that in our sole judgment violates this Agreement or may harm the reputation of the Service.

When communicating with our representatives, you agree to be respectful and kind. If we feel that your behavior towards any of our representatives or other employees is at any time threatening, harassing, or offensive, we reserve the right to immediately terminate your account.

In consideration for Trainmehireme allowing you to use the Service, you agree that we, our affiliates, and our third-party partners may place advertising on the Service. By submitting suggestions or feedback to Trainmehireme regarding our Service, you agree that Trainmehireme may use and share such feedback for any purpose without compensating you. Please be informed that Trainmehireme may access, store and disclose your account information and content if required to do so by law, by performing its agreement with you, or in a good faith belief that such access, storage or disclosure satisfies a legitimate interest, including to: (i) comply with legal process; (ii) enforce the Agreement; (iii) respond to claims that any content violates the rights of third parties; (iv) respond to your requests for customer service; or (v) protect the rights, property or personal safety of the Company or any other person.

### **13. PROHIBITIONS**

By using the Service, you agree that you will not:

- use the Service for any purpose that is illegal or prohibited by this Agreement.
- use the Service for any harmful or nefarious purpose
- use the Service in order to damage Trainmehireme.
- violate our guidelines as updated from time to time.
- spam, solicit money from or defraud any customers..
- impersonate any person or entity or post any images of another person without his or her permission.
- bully, "stalk", intimidate, assault, harass, mistreat or defame any person.
- post any content that violates or infringes anyone's rights, including rights of publicity, privacy, copyright, trademark or other intellectual property or contract right.
- post any content that is hate speech, threatening, sexually explicit or pornographic.
- post any content that incites violence; or contains nudity or graphic or gratuitous violence.
- post any content that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual.
- solicit passwords for any purpose, or personal identifying information for commercial or unlawful purposes from other members or disseminate another person's personal information without his or her permission.
- use another member's account, share an account with another member, or maintain more than one account.
- create another account if we have already terminated your account, unless you have our permission.

Trainmehireme reserves the right to investigate and/or terminate your account without a refund of any purchases if you have violated this Agreement, misused the Service or behaved in a way that it regards as inappropriate or unlawful, including actions or communications that occur on or off the Service. In the event that you violate these rules or our guidelines, your authorization to use the Service will be automatically revoked.

### **14. DISCLAIMERS**

**TRAINMEHIREME PROVIDES THE SERVICE ON AN "AS IS" AND "AS**

**AVAILABLE” BASIS AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, GRANTS NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE SERVICE (INCLUDING ALL CONTENT CONTAINED THEREIN), INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON INFRINGEMENT. TRAINMEHIREME DOES NOT REPRESENT OR WARRANT THAT (A) THE SERVICE WILL BE UNINTERRUPTED, SECURE OR ERROR FREE, (B) ANY DEFECTS OR ERRORS IN THE SERVICE WILL BE CORRECTED, OR (C) THAT ANY CONTENT OR INFORMATION YOU OBTAIN ON OR THROUGH THE SERVICE WILL BE ACCURATE.**

**TRAINMEHIREMETAKES NO RESPONSIBILITY FOR ANY CONTENT THAT YOU OR ANOTHER MEMBER OR THIRD PARTY POSTS, SENDS OR RECEIVES THROUGH THE SERVICE. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS ACCESSED AT YOUR OWN DISCRETION AND RISK.**

## **15. LIMITATION OF LIABILITY**

**TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL TRAINMEHIREME, ITS AFFILIATES, EMPLOYEES, LICENSORS OR SERVICE PROVIDERS BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, PUNITIVE, OR ENHANCED DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM: (I) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICE, (II) THE CONDUCT OR CONTENT OF OTHER MEMBERS OR THIRD PARTIES ON, THROUGH, OR FOLLOWING USE OF THE SERVICE; OR (III) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR CONTENT, EVEN IF TRAINMEHIREME HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL TRAINMEHIREME’S AGGREGATE LIABILITY TO YOU FOR ALL CLAIMS RELATING TO THE SERVICE EXCEED THE GREATER OF THE AMOUNT PAID, IF ANY, BY YOU TO TRAINMEHIREME FOR THE SERVICE AND €10.00 WHILE YOU HAVE AN ACCOUNT.**

**SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO SOME OR ALL OF THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION MAY NOT APPLY TO YOU.**

## **16. THIRD PARTY SERVICE**

The Service may contain advertisements and promotions offered by third parties and links to other web sites or resources. Trainmehiremer is not responsible for the availability (or lack of availability) of such external websites or resources. If you choose to interact with the third parties made available through our Service, such party's terms will govern their relationship with you. Trainmehireme is not responsible or liable for such third parties' terms or actions.

## **17. VAT**

Unless prices are expressly quoted as not including VAT, all prices are subject to VAT.

## **18. MISCELLANEOUS**

- 18.1 To the extent permitted by law, these terms and conditions and the provision of our services shall be governed by and construed in accordance with Irish law and any dispute arising out of these terms and conditions and our services shall be submitted to the exclusive jurisdiction of the Irish Courts. The Vienna Convention on contracts for the international sale of good/service is excluded in its entirety.
- 18.2 If any provision of these terms and conditions is or becomes invalid, unenforceable or non-binding, you shall remain bound by all the other provisions hereof. In such event, such invalid provision shall nonetheless be enforced to the fullest extent permitted by applicable law and you will at least agree to accept a similar effect as the invalid, unenforceable or non-binding provision, given the contents and purpose of these terms and conditions.
- 18.3 You agree, to the extent permitted under applicable law, to indemnify, defend and hold harmless Trainmehireme, our affiliates, and their and our respective officers, directors, agents, and employees from and against any and all complaints, demands, claims, damages, losses, costs, liabilities and expenses, including legal fees due to, arising out of, or relating in any way to your access to or use of the Service, your content, or your breach of this Agreement.
- 18.4 This Agreement and any terms disclosed and agreed to by you if you purchase additional features, products or services we offer on the Service, contains the entire agreement between you and Trainmehireme regarding the use of the Service. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect. The failure of the Trainmehireme to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. You agree that your Trainmehireme account is non-transferable and all of your rights to your account and its Content terminate upon your death. No agency, partnership, joint venture, fiduciary or other special relationship or employment is created as a result of this Agreement and you may not make any representations on behalf of or bind Trainmehireme in any manner.