

VOLKSWAGEN GROUP CAREERS WEBSITE

TERMS OF USE

LAST UPDATED: 20/02/20

1 INTRODUCTION

- 1.1 **Please make sure you have read these Terms of Use carefully, especially the limitations of our liability, before using this website.**
- 1.2 **What these terms cover:** These Terms of Use ("**Terms**"), together with all information and documents referred to in them, govern your use of this website (the "**Website**"). Use includes accessing, browsing, or registering to use our Website.
- 1.3 **Eligibility:** To register with, or submit a job application to, the Website, you must be aged 18 years or over.
- 1.4 **Acceptance of these Terms:** By using this Website, you agree to and accept these Terms. You should print a copy of these Terms or save them for future reference. If you do not agree to the Terms, you must not use the Website.
- 1.5 **Changes to these Terms:** We may amend these Terms from time to time. Please review them regularly to ensure you understand the terms that apply each time you use the Website. These Terms were most recently updated on the date that appears at the top of this page.

2 INFORMATION ABOUT US

- 2.1 **Who we are:** This Website is operated by Volkswagen Group United Kingdom Limited, a limited company registered in England and Wales under company number 514809 with its registered office at Yeomans Drive, Blakelands, Milton Keynes MK14 5AN ("**we**", "**our**" or "**us**"). Our VAT registration number is 217990930.
- 2.2 **How to contact us:** To contact us please email us at recruitment@vwg.co.uk or write to us via post at Recruitment, Volkswagen Group United Kingdom Limited, Yeomans Drive, Blakelands, Milton Keynes MK14 5AN.

3 ACCESSING OUR WEBSITE

- 3.1 **The Website is for your private use:** You agree that you will only use the Website for your own personal, private, non-commercial use.
- 3.2 **We do not guarantee the availability of the Website:** We do not guarantee that our Website, or any content on it, will always be available or be uninterrupted. Access to our Website is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our Website without notice. We will not be liable to you if for any reason the Website is unavailable at any time or for any period.
- 3.3 **You are responsible for the hardware/software required to access the Website:** You are responsible for ensuring that you have all hardware and software necessary in order to access the Website. You should use your own virus protection software when accessing the Website. You are also responsible for ensuring that all persons who access our Website through your internet connection are aware of these Terms and other applicable terms and conditions, and that they comply with them.

3.4 **You must not misuse the Website:** You agree that you will not:

- a) use the Website to in any way infringe the privacy or other rights of other users of the Website or any third party;
- b) use the Website in any way that may lead to the encouragement, procurement or carrying out of any criminal or unlawful activity, or cause distress, harm or inconvenience to any other person;
- c) do anything that may cause damage to the Website or our servers, systems or equipment or those of third parties, nor access or attempt to access any users' data. You must not attack our Website via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Website will cease immediately;
- d) do anything that subjects the Website or us to any derogatory treatment or brings (or might bring) the Website, us or our business into disrepute;
- e) data mine, screen or web scrape or crawl this Website, its pages or its content or use any process or processes that send automated queries to this Website unless you have obtained our prior written consent;
- f) misuse or do anything that disrupts all or any part of the Website, including but not limited to knowingly introducing software viruses, trojans, worms or other material that may be technologically harmful; or
- g) state, suggest or in any way give the impression that you have any commercial relationship with us, or that you are our agent or that we have endorsed any submission you may make to the Website.

3.5 **We do not guarantee this Website is error-free:** We do not guarantee that the Website will be secure or free from bugs or viruses except to the extent required by applicable law.

4 CREATING AN ACCOUNT

4.1 **How to create an account:** In order to create an account, please visit the registration section and follow the instructions on the Website. It will be at our sole discretion as to whether we accept your registration.

4.2 **Each user should only have one account:** Only one account may be created per individual user.

4.3 **The information we require:** You will be asked to provide information including your name and email address when creating your account. Where the feature is available, you may ask us to retrieve these details from your social media account by selecting the relevant option. Your email address will be used to identify you when you use it to access your account on the Website. We reserve the right to terminate your account in the event that you provide an invalid email address. You confirm that such information is true, accurate and complete and that you will notify us immediately if any part of this information changes.

4.4 **Choosing a password:** You will also need to provide a password in order to access your account. You are entirely responsible for maintaining the confidentiality of your password and

you will be responsible for any damage or losses caused by unauthorised access resulting from your failure to keep your password secure. We encourage you to use a "strong" password (including a combination of numbers and letters). You agree to notify us immediately in the event of any unauthorised use, or suspected unauthorised use of your password or account.

5 CANCELLING YOUR ACCOUNT

5.1 **We may cancel your account:** We may temporarily suspend or cancel your account at any time and for any reason without notice.

5.2 **You may cancel your account:** You may cancel your account at any time and for any reason by contacting us by email or by post at the address set out in clause 2.2 above. It will be your responsibility to provide any required proof that you are the account holder.

6 JOB VACANCIES LISTED ON OUR WEBSITE

6.1 **Jobs listed on the Website:** We publish details of job vacancies with us and other related employers on the Website to which registered users can apply by submitting their details.

6.2 **We may not show all the jobs available:** You should not assume that all listings are exhaustive or current for a particular employer. Job vacancies may be listed on other websites.

6.3 **We do not verify jobs listed by other employers:** We cannot confirm the accuracy or completeness of any job listing relating to any third party employer.

7 YOUR JOB APPLICATION

7.1 **Your eligibility to apply:** You must have registered and created an account on the Website to apply for a job vacancy. Please consider carefully whether you satisfy any mandatory eligibility requirements specified for any vacancy for which you apply.

7.2 **The information you give to us must be true and accurate:** You confirm that all the information in your Job Application is yours and is true, accurate and complete. You agree that you will notify us (or, if applicable, the relevant employer) immediately if any part of this information changes.

7.3 **You will only submit your Job Application:** You must apply on any person's behalf unless you have obtained prior written permission from both us and the person on whose behalf you wish to apply.

7.4 **We cannot guarantee that your Job Application to third party employers will be considered:** If you are using the Website to send your Job Application or any communications to a third party employer then we do not guarantee that these will be delivered, received, read, pursued or actioned.

7.5 **Your Job Application may be dealt with by an appraisal centre on the employer's behalf:** You acknowledge that your Job Application may not be disclosed directly to the relevant employer but to their appointed appraisal centre who may reject or your Job Application without disclosing your Job Application to the relevant employer.

7.6 **Ownership of the documents you submit to us:** You retain ownership of the copyright in the documents and related materials that you submit when applying for a job vacancy ("**Job Application**"). By submitting your Job Application, you expressly give to us and the relevant employers (as well as our and their service providers) an unlimited and free licence to use the Job Application for recruitment purposes including to process and evaluate your Job

Application, as well as for statistical purposes. Any use of your Job Application will be limited to the uses that are compliant with applicable data protection and privacy laws.

8 OUR CONTENT

8.1 **We own the intellectual property rights in the content on the Website:** All copyrights and other intellectual property rights in the artwork, graphics, text, video and audio clips, trade marks, logos and other content available on this Website (“**Content**”) are owned by us or used with permission.

8.2 **You may only use the content on the Website for your private use and cannot distribute or copy any of our content:** Although you can copy any part of this Website to your own computer for your personal use as required to browse the Website, you may not copy or incorporate any of the Content available on the Website into any other material, including your own website, or use the Content in any other public or commercial manner. You may not post or redistribute any portion of our Website unless you have a licence from us to do so. We retain full and complete ownership of all such Content, including any downloadable software or code, any images incorporated in or generated by the software, and all data accompanying it. You must not copy, modify, reproduce, upload, transmit, distribute, reverse-engineer, disassemble or otherwise convert it to another form.

8.3 **Restrictions on links and notices for our content:** You may not change any of the notices regarding copyright, trade marks or other marks that may accompany the Content. You may link to the home page of our Website, but may not use our Content in your own website or application. You may not deep link (i.e. link to any page other than the home page) to our Website or frame our Website on other websites without our specific written permission.

8.4 **Trade marks on the Website:** Unless otherwise specified, all logos and trade marks used on this Website are our property, or that of our licensors.

8.5 **Your misuse of content will end your right to use the Website:** If you print-off, copy or download the Content in breach of these Terms, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the Content you have made.

9 YOUR PRIVACY AND OUR USE OF YOUR PERSONAL INFORMATION

9.1 **Our privacy policy:** Please see our [Privacy Policy](#) to find out why and how we use and handle the personal information we receive through the Website, and which describes your data protection rights in relation to the personal information we process. Please ensure that you have read our Privacy Policy before proceeding.

10 LIABILITY

10.1 **We are not liable to you for your use of the Website or its content:** We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

10.1.1 use of, or inability to use, the Website; or

10.1.2 use of or reliance on any content displayed on the Website.

10.2 **We are not liable for losses relating to your business:** If you are a business user, please note that in particular, we will not be liable for:

- 10.2.1 loss of profits, sales, business, or revenue;
 - 10.2.2 business interruption;
 - 10.2.3 loss of anticipated savings;
 - 10.2.4 loss of business opportunity, goodwill or reputation; or
 - 10.2.5 any indirect or consequential loss or damage.
- 10.3 **You may only use the Website for your private use:** Please note that we only provide the Website for domestic and private use. You agree not to use our Site for any commercial or business purposes.
- 10.4 **We do not make any promises regarding the accuracy of the content on the Website.** Although we make reasonable efforts to update the information on our Website, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up-to-date.
- 10.5 **We are not liable for viruses:** We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Website or to your downloading of any content on it, or on any website linked to it.
- 10.6 **Losses for which we do not exclude or limit liability:** Nothing in these Terms limits or excludes our liability for fraudulent misrepresentation, for death or personal injury resulting from our negligence or the negligence of our agents or employees or for any other liability that cannot be limited or excluded by law.
- 10.7 **We are not liable for third party websites which can be accessed from the Website:** The Website may refer to products or services of third parties or link to third party sites or information. We do not endorse or make any warranties or representations about those products or services and accept no responsibility for the content of websites linked on our Website. Any links to other websites are provided for your convenience only. We will not be liable for any loss or damage that may arise from your use of them. You need to make your own decision as to whether to use third party products, services and websites.
- 10.8 **The content on the Website is for information purposes only:** The content on our Website is provided for general information only. It is not intended to amount to advice on which you should rely. Although we make reasonable efforts to update the information on our Website, we make no representations, warranties or guarantees, whether express or implied, that the content on our Website is accurate, complete or up-to-date.

11 **EVENTS OR CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL**

We are not liable to you for events or circumstances beyond our reasonable control: We will not be liable in any way for loss, damage or expense that you incur arising directly or indirectly from any failure or delay in performing any of our obligations under these Terms caused by any circumstances beyond our reasonable control, which include but are not limited to vandalism, accident, break down or damage to machinery or equipment, fire, flood, acts of God, strike, lock-out or other industrial disputes (whether or not involving our employees) or shortage of materials.

12 OTHER IMPORTANT TERMS

- 12.1 **Language.** These Terms may be presented to you in more than one language. However, the English language version of these Terms shall prevail.
- 12.2 **Our reliance on these Terms.** We intend to rely on these written Terms and any document expressly referred to in them in relation to their subject matter. We and you will be legally bound by these Terms.
- 12.3 **If a court finds part of these Terms illegal, the rest will continue in force.** Each of the clauses of these Terms operates separately. If a court or relevant authority decides that any of these Terms are unlawful, invalid or unenforceable, this will not affect the validity of the remaining Terms which will remain in full force and effect.
- 12.4 **Even if we delay enforcing these Terms, we can still enforce them later.** If we fail to insist that you perform any of your obligations under these Terms, or if we delay or do not enforce our rights against you, this does not mean that we have waived our rights against you and does not mean that you do not have to perform your obligations.
- 12.5 **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these Terms to another person if we agree to this in writing.
- 12.6 **We may transfer our agreement under these Terms to someone else.** We may transfer our rights and obligations under these Terms to any company within our group, without any further consent from you.
- 12.7 **Nobody else has any rights under these Terms.** These Terms are between you and us. Except in relation to any company within our group, no other person may enforce any of these Terms.
- 12.8 **Written communications.** We will send notices and other communications to you at the e-mail address you have provided to us. You must send all notices and other communications to us using one of the communication methods referred to in clause 2.2. Any notices sent by e-mail will be deemed to have been received 24 hours after the time sent by the sender. Any notices sent by first class post will be deemed to have been received on the next working day. Any notices issued by us that appear on our Website will be deemed to have been received when you next use the Website, unless expressly stated otherwise.
- 12.9 **We may change these Terms.** We may change, modify or revise these Terms at any time. Any changes made to the Terms will apply 7 days after the date we post the modified terms on our Website. It is your responsibility to check that you have read and agree with the latest Terms on the Website.
- 12.10 **Which laws apply to these Terms?** These Terms are governed by English law. You and we both agree that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a consumer and a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a consumer and a resident of Scotland, you may also bring proceedings in Scotland.