



## TERMS AND CONDITIONS OF USE

Please read these terms and conditions of use (“Terms”) carefully as they contain important information regarding your legal rights, remedies, and obligations. This includes in particular, various limitations, exclusions and an indemnity. If you do not agree to these Terms, we will not licence use of this Platform to you and you must not use our Platform.

### INTRODUCTION

Roots Inspire Ltd. (“Roots Inspire”, “us” or “we”) provides an online platform which, amongst other things, connects mentees and mentors to develop fulfilling connections through the Roots Inspire portal ([portal.rootsinspire.com/](http://portal.rootsinspire.com/)) (the “Platform”).

Roots Inspire works with corporate partners (“Corporate Partners”), who sponsor seats on our programmes for their employees or external participants.

Individual users who have applied to participate in our programmes and been selected (potentially in consultation with our Corporate Partners) are referred to in these Terms as “Mentees”.

Users who have been selected by us and / or successfully interviewed with us as suitable mentors are referred to in these Terms as “Mentors”.

By accessing or using the Platform, including by communicating with Roots Inspire users or us, you agree to comply with, and be legally bound by, the provisions of these Terms, whether or not you become a registered user of the Platform. These Terms govern your access to and use of the Platform, our services offered via the Platform or otherwise by us and any other software provided by us in connection with any of the foregoing (collectively, the “Services”).

We license use of the Platform to you based on these Terms. We do not sell the Platform to you and we remain the owner of the Platform at all times.

### 1. GENERAL TERMS OF USE

- 1.1 The provisions set out in these Terms govern your access to and your use of the Platform and shall constitute a legally binding agreement between you and us. We may change such terms from time to time without prior notice. If you do not agree to such revised terms, you must stop using our Platform.
- 1.2 Subject to you agreeing to abide by the terms of this agreement, we hereby grant to you a personal, non-exclusive and non-transferable licence to use the Platform on these Terms.
- 1.3 To access certain features of the Platform, you must provide us with certain mandatory and voluntary information as required for a successful registration. By registering an account with us and using the Platform, you confirm that:
  - (a) you have read the terms set out in this agreement and agree to be bound by and comply with them; and
  - (b) you are 18 years old or above.
- 1.4 You are responsible for maintaining the confidentiality of your account, and you are responsible for all activities that occur under your account. We are not responsible for any loss, damage or liabilities arising as a result of or in connection with the wrongful, fraudulent or illegal use of your account.



- 1.5 Unless otherwise agreed, you are not permitted to use, or submit any content to, our Platform or any of our affiliated websites (including social media pages) to advertise, promote or market any products or services of any third party or yourself.
- 1.6 We reserve the right to change, modify, suspend or discontinue any portion of the Services, Platform or any other products, services, affiliated websites (including social media pages) and/or other software provided by us in connection with any of the foregoing at any time. You agree that access to or operation of any of the foregoing may from time to time be interrupted or encounter technical difficulties. Due to the nature of the internet, we do not guarantee the continuous and uninterrupted availability and accessibility of the Platform and/or the Services.
- 1.7 These Terms include and refer to the following additional terms, which also apply to your use of the Platform and which form part of this agreement:
- (a) Our **Privacy Policy** sets out our policy concerning the collection, use and disclosure of your personal data in compliance with the section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018 (“**UK GDPR**”) and the European General Data Protection Regulation (“**GDPR**”). By using our Platform, you consent to our collection, use and disclosure of your personal information in the manner set out in our Privacy Policy and you warrant that all personal data provided by you is accurate. Should you have any feedback or enquiries relating to your personal data, please contact our Data Protection Officer at [hello@rootsinspire.com](mailto:hello@rootsinspire.com).
  - (a) Our **Acceptable Use Policy** sets out the permitted uses and prohibited uses of our Platform. When using our Platform, you must comply with this Acceptable Use Policy.
  - (b) Our **Code of Conduct** sets out the manner in which users should conduct themselves in their mentoring relationship. When using our Platform, interacting with Roots Inspire users online or offline, you must comply with this Code of Conduct.
- 1.8 By registering for an account with us, the following specific terms and conditions, which form part of this agreement, could also be applicable and binding on you:
- (b) **Terms and Conditions for Mentors**, which sets out specific terms applicable to Mentors; and
  - (c) **Terms and Conditions for Mentees**, which sets out specific terms applicable to Mentees.
- 1.9 We reserve the right to, without any notice, explanation or liability and in our sole and absolute discretion carry out any of the following measures:
- (a) refuse or limit or suspend your access to the Platform (including access to your account with us) at any time;
  - (b) remove or edit content (including content submitted by you) on the Platform or on any of our affiliated websites (including social media pages);
  - (c) reallocate matches between Mentors and Mentees as we see fit; or
  - (d) cancel any Services provided to you.
- 1.2 In providing the Services, Roots Inspire does not represent to have checked or verified the skills, experience, character, circumstances or other attributes of any Mentor or Mentee.
- 1.3



## 2. RESTRICTIONS

- 2.1 Except as expressly set out in these Terms or as permitted by any local law, you undertake not to:
- (a) violate or breach any applicable law or regulation in any relevant jurisdiction in your use of the Platform or the Services;
  - (b) reproduce, copy, modify, adapt, alter, translate, publish, display, communicate, transmit, sell, exploit or use the whole or any part of any Service, the Platform or any of the contents therein for any commercial or other purposes;
  - (c) dilute, tarnish or otherwise harm the “Roots Inspire” brand in any way, including through registering and/or using “Roots Inspire” or derivative terms in domain names, trade names, trademarks or other source identifiers, or registering and/or using domain names, trade names, trademarks or other source identifiers that closely imitate or are confusingly similar to Roots Inspire’s domains, trademarks, taglines, promotional campaigns;
  - (d) provide or submit any false or misleading information and/or documents to us, including (but not limited to) false names, date of birth or other personal data;
  - (e) collect, use, disclose any personal data made available to you via the Platform or the Services for any purposes unrelated to participating in the mentoring relationship via the Platform, without obtaining the consent of the owner of such personal data and us;
  - (f) retain any personal data of users where the purpose for which that personal data was collected is no longer being served by retention of the personal data, or where retention is no longer necessary for legal or business purposes;
  - (g) distribute or post spam, unsolicited or bulk electronic communications, chain letters, or pyramid schemes; or
  - (h) endeavour to circumvent a suspension, termination, or closure of your Roots Inspire account, including, but not limited to, creating a new Roots Inspire account to circumvent an account suspension or closure.
- 2.2 You agree and acknowledge that any failure to comply with the restrictions set out in this paragraph 2, the **Acceptable Use Policy** or any other provisions of the Terms may result in Roots Inspire exercising its rights as set out in paragraph 1.9 of these Terms.

## 3. INTELLECTUAL PROPERTY RIGHTS

- 3.1 You acknowledge that all intellectual property rights in the Platform anywhere in the world belong to us, that rights in the Platform are licensed (not sold) to you, and that you have no rights in, or to, the Platform other than the right to use them in accordance with the terms of this agreement.
- 3.2 You acknowledge that you have no right to have access to the Platform in source code form.
- 3.3 You must not modify the paper or digital copies of any materials you have printed off or downloaded from the Platform in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- 3.4 Our status (and that of any identified contributors) as the authors of content on the Platform must always be acknowledged.



3.5 You must not use any part of the content on our Platform for commercial purposes without obtaining a licence to do so from our licensors or us.

3.6 If you print off, copy or download any content on our Platform in breach of these Terms, your right to use the Platform will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

#### 4. **UPLOADING CONTENT TO OUR PLATFORM**

4.1 You irrevocably and unconditionally represent and warrant that any content uploaded by yourself to our Platform complies with our **Acceptable Use Policy** and the UK GDPR.

4.2 By uploading or making available any content on the Platform or through the Services, or through Roots Inspire advertising or promotional campaigns, you grant Roots Inspire a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free license, with the right to sublicense, to use, view, copy, adapt, modify, distribute, transfer, publicly display, publicly perform, transmit, stream, broadcast, access, view, and otherwise exploit such content to promote or market the Platform and / or the Services or for the purpose of carrying out our obligations in these Terms and any other purpose expressly set out in these Terms or otherwise agreed between us.

4.3 We will only use the content uploaded by you for the purposes of carrying out the Services, carrying out our obligations in these Terms and any other purpose expressly set out in these Terms or otherwise agreed between us. We will not otherwise disclose or distribute the content uploaded by you, save for when required by law, a court of competent jurisdiction or any governmental or regulatory authority.

4.4 We will not be responsible, or liable to any third party, for the content or accuracy of any content or data uploaded by you or any other user of our Platform.

4.5 We have the right to remove any posting you make on our Platform if, in our opinion, your post does not comply with the content standards set out in our Acceptable Use Policy.

4.6 We will not be responsible for the accuracy, completeness or truthfulness of any rating, review or testimonial of a Mentor posted on our Platform, and shall not be obliged to verify any such rating, review or testimonial. We reserve the right to remove any such rating, review or testimonial if, in our opinion, such rating, review or testimonial is unjustified.

4.7 We will not be responsible for the accuracy, completeness or truthfulness of any rating or review of any material posted or listed on our Platform, and shall not be obliged to verify any such rating or review. We reserve the right to remove any such rating or review if, in our opinion, such rating or review is unjustified.

#### 5. **WARRANTY**

5.1 While we make all efforts to maintain the accuracy of the information on the Platform, we provide the Services, Platform and all information, content, materials, products and other services included on or otherwise made available to you through the Services (the “**Related Content**”) on an “as is” and “as available” basis, unless otherwise specified in writing. We make no representations or warranties of any kind, express or implied, as to the operation of any of the foregoing, unless otherwise specified in writing. You expressly agree that your use of the Services and the Platform is at your sole risk.

5.2 These Terms sets out the full extent of our obligations and liabilities in respect of the supply of the Services and the Platform. Except as expressly stated in these Terms, there are no conditions, warranties, representations or other terms, express or implied, that are binding on us. Any condition, warranty, representation or other term concerning the supply of the Services and the Platform which



might otherwise be implied into, or incorporated in, these Terms whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law, including, without limitation, implied warranties of merchantability and fitness for a particular purpose. We do not warrant that the Services, the Platform, the Related Content, or electronic communications sent by us are free of viruses or other harmful components.

## 6. LIMITATION OF LIABILITY

6.1 Roots Inspire and our subsidiaries, holding companies or ultimate holding company and any subsidiary of our ultimate holding company (as such terms are defined in Section 1159, Companies Act 2006) and our respective directors, officers, employees, agents and representatives, independent contractors, licensees, successors and assigns (collectively, our “**Related Parties**”) have no liability to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with these Terms (including but not limited to the use of, or inability to use, the Services, the Platform or any other website or software) for:

- (a) any losses suffered in connection with an act, default or omission of a Mentor or Mentee;
- (b) the conduct or provision of a mentoring session between Mentors and Mentees;
- (c) any errors or inaccuracies on Mentor / Mentee profiles, in respect of information provided to us by the Mentors / Mentees;
- (d) loss of profits, sales, business, or revenue;
- (e) business interruption;
- (f) loss of anticipated savings;
- (g) loss or corruption of data or information;
- (h) cost of substitute products or services from the use of or inability to use the Services;
- (i) loss of business opportunity, goodwill or reputation; or
- (j) any incidental, special, indirect or consequential loss or damage.

6.2 Nothing in these Terms shall limit or exclude any party’s liability for:

- (a) death or personal injury resulting from negligence;
- (b) fraud; and/or
- (c) any other matter in respect of which any party is prohibited under applicable law from limiting or excluding liability.

## 7. INDEMNITY

You agree to indemnify and hold us and our Related Parties harmless from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable legal fees, resulting from or arising out of your act, default or omission, whether in your use of the Platform, Services and/or any websites or software in relation thereto or otherwise, and whether under these Terms (including our Acceptable Use Policy), any laws or regulations or otherwise.



## 8. OTHER IMPORTANT TERMS

- 8.1 Roots Inspire may, at our sole and absolute discretion, assist with dispute resolution between its users. Should we choose to do so, you agree to cooperate and assist Roots Inspire in good faith, and to provide Roots Inspire with all requested information. Should you choose to submit any dispute to Roots Inspire to resolution and we agree to assist, you agree that any decision made by Roots Inspire shall be final, and you shall take such actions as may be directed by us following such decision.
- 8.2 Roots Inspire reserves the right, at our sole and absolute discretion, to modify these Terms from time to time so that our Services and policies are accurately reflected. While we will use our reasonable endeavours to notify you of any material changes to these Terms by email, you agree and acknowledge that it shall be your responsibility to review the Terms regularly. By continuing to use the Platform following the effective date of any modifications to these Terms, you shall be deemed to have accepted such modification. If you do not agree to any modifications, you must not use the Platform.
- 8.3 We may transfer our rights and obligations under these Terms to another organisation, but this will not affect your rights or obligations under these Terms. You may not, without our express consent in writing, transfer any of your rights or obligations under these Terms.
- 8.4 These Terms and any document expressly referred to in it constitutes the entire agreement between us regarding their subject matter, and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to that subject matter. You agree that you shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms or any document expressly referred to in it. You agree that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Terms or any document expressly referred to in it.
- 8.5 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 8.6 We will not be liable by reason of any failure or delay in the performance of our obligations on account of events beyond our reasonable control, which may include denial-of-service attacks, a failure by a third-party hosting provider or utility provider, strikes, shortages, riots, fires, acts of God, war, terrorism, and governmental action.
- 8.7 Each of the conditions of these Terms operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.
- 8.8 Roots Inspire may provide you with a translation of the English language version of these Terms or any policies. In the event of any inconsistencies or discrepancies between the English language version and any other versions of the Terms and any policies, the English language version shall prevail.
- 8.9 These Terms, its subject matter and its formation, and any other disputes or claims in connection therewith, are governed by with the law of England and Wales.. In the event of any such disputes or claims in connection with the Terms, you agree to first engage in good faith discussions with us to resolve such dispute or claim. If such dispute or claim is not resolved within sixty (60) days, the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.



## TERMS FOR MENTORS

These terms and conditions set out terms applicable only to Mentors ("**Terms for Mentors**"). These Terms for Mentors form part of the Terms and are part of the legally binding contract between Mentors, Mentees and Roots Inspire.

### YOUR RESPONSIBILITIES

1. By using the Platform and be listed as a Mentor, you certify that:
  - (a) you have a legitimate interest in providing guidance, support, and encouragement aimed at maximising the potential of ethnically diverse talent and increasing the diversity in senior positions;
  - (b) you understand that Roots Inspire does not guarantee that you will be matched with a Mentee as such decisions are made by the Mentees, save where we have exercised our right to reallocate matches between Mentors and Mentees at our sole discretion;
  - (c) you understand that Roots Inspire makes no representations or warranties as to the conduct of other Mentors, Mentees and the Corporate Partners;
  - (d) it is your sole responsibility to inquire into the nature of any Mentee and to take reasonable precautions in all interactions with the Mentee; and
  - (e) you will represent your identity, skills and background accurately in your application and profile on our Platform.
9. You represent and warrant that in relation to your profile that you register as a Mentor, any information you provide on the Platform is accurate and current, and is not false, misleading or defamatory.
10. For each Mentee you complete a full programme with, we will allocate GBP 500.00 to one or more of our charity projects. You consent to Roots Inspire publishing the aggregate reported contributions made towards the charity projects generated from the Services on the Platform from time to time. Roots Inspire shall not be liable for any reporting errors.
11. Each Mentor commits to a mentoring relationship with a Mentee for six (6) monthly mentoring sessions including the introductory session. Mentors are required to meet (via video call) their Mentees on a monthly basis during the term of their mentoring relationship. It will be the responsibility of the Mentor and the Mentee to manage the relationship as they consider appropriate and in accordance with the Code of Conduct.
12. Where Roots Inspire has been notified by the Mentee that the Mentor has been absent for a scheduled appointment with their Mentee, the Mentor shall receive a "strike" against their account and Roots Inspire shall reserve the right to take appropriate action against the Mentor's account, including but not limited to a suspension or closure of the Mentor's account.

### CONFIDENTIALITY

13. You shall keep confidential all information, suggestions, advice or guidance provided by the Mentee to you as part of the mentoring programme (unless waived by the Mentee).
14. You will keep in strict confidence all and any information of a confidential nature which you obtain about the Mentees and / or Roots Inspire as a result of the arrangements contemplated by these Terms.



This provision shall not apply in relation to any information that is already available in the public domain other than as a result of a breach of this provision by any party.





## TERMS FOR MENTEES

These terms and conditions set out terms applicable only to Mentees (**"Terms for Mentees"**). These Terms for Mentees form part of the Terms and are part of the legally binding contract between Mentees, Mentors and Roots Inspire.

### SUBSCRIPTION OF A MENTEE ACCOUNT

1. The issuance of an account to you (a **"Mentee Account"**) for the purposes of providing you access to certain Services shall be conditional on receipt of full payment of the programme fee and / or subscription fee (collectively referred to as the **"Fees"**) and charity contribution (the **"Charity Contribution"**). The Charity Contribution shall be fully allocated by Roots Inspire to one or more of our charity projects.
2. You, or one of our Corporate Partners, shall be issued an invoice for the payment of the Fees and Charity Contribution for your programme and payment of such Fees (including any applicable GST) and Charity Contribution shall be made within fourteen (14) calendar days of the date of the invoice. Where payment of Fees and / or Charity Contribution is not received on the due date for such payment, Roots Inspire may at any time suspend or terminate your access to the Services with immediate effect.
3. The Services provided to you as a Mentee include a maximum of two (2) introductory mentoring sessions followed by a programme of five (5) monthly mentoring sessions which shall be carried out between you and your selected Mentor via our Platform. Furthermore, your Mentee Account shall provide you with access to our group sessions, networking events, podcasts, articles and other specific content.
4. In the event that you have terminated your Mentee Account through the Platform, any such termination shall take place immediately and any portion of the Fees and / or Charity Contribution with regards to the unused portion of the programme shall be forfeited, whereby the full Charity Contribution shall be allocated to our charity projects.

### PARTICIPATION

5. You shall agree to fully participate in the mentoring programme by openly discussing your career goals and experiences with your Mentor for the purpose of shared learning and career enhancement.

### EXCLUSION OF LIABILITY

6. You shall not at any time be obliged to act on any information, suggestion, advice or guidance given by the Mentor as part of the mentoring programme, but if and to the extent that you do so, you shall do so at its own risk.
7. You are advised to take independent financial, legal or other appropriate professional advice (if relevant) before acting on any information, suggestion, advice or guidance given by the Mentor.
8. You acknowledge that any services provided by the Mentor are provided in good faith.

### CONFIDENTIALITY

9. You shall keep confidential all information, suggestions, advice or guidance provided by the Mentor to you as part of the mentoring programme (unless waived by the Mentor).



10. You will keep in strict confidence all and any information of a confidential nature which you obtain about the Mentors and / or Roots Inspire as a result of the arrangements contemplated by these Terms. This provision shall not apply in relation to any information that is already available in the public domain other than as a result of a breach of this provision by any party.