



Jobs2Apply4

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Policies

Community Hub & Data Protection Documentation

Below are the tailored, operational drafts for **Jobs2Apply4** covering the **Community Hub Terms & Conditions (including the Notice & Takedown Procedure)** and the **Article 28 Data Processing Agreement (DPA)** for employers using assisted candidate screening and recruitment services.



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1. Community Hub Terms & Conditions & Notice-and-Takedown Policy

Last Updated: October 2026

These Community Hub Terms and Conditions ("Hub Terms") govern your access to and use of the community features on **Jobs2Apply4** ("the Platform", "we", "us"), including local business directory listings, event notices, community boards, and user-generated content (UGC).

By posting, submitting, or browsing content on the Community Hub, you agree to these Hub Terms and our Master Website Terms of Use.

1. Scope & Nature of the Community Hub

1.1 Local Interactive Platform: The Community Hub provides a digital noticeboard and directory focused on Birmingham and the wider West Midlands area.

1.2 Intermediary Status: *Jobs2Apply4* acts as a passive host and **information society service provider** under the *Electronic Commerce (EC Directive) Regulations 2002*. We do not pre-screen, verify, or endorse all user-submitted listings, comments, or event entries prior to publication.

2. User-Submitted Content & Intellectual Property Licence

2.1 Ownership: You retain ownership of all intellectual property rights in the text, images, logos, and event details you submit to the Community Hub.

2.2 Licence Grant: By posting content on the Hub, you grant *Jobs2Apply4* a non-exclusive, worldwide, royalty-free, perpetual, irrevocable licence to host, display, reproduce, adapt, and distribute your content across our platform, social media channels, and local promotional materials.

2.3 Warranties: You warrant that:

- You own or hold all necessary rights, permissions, and licences for the content you upload.
- The content does not infringe the copyright, trademark, privacy, or proprietary rights of any third party.
- All business details, prices, and event dates are accurate and not misleading.

3. Acceptable Use Rules & Prohibited Content

You agree **not** to post or distribute any material on the Community Hub that:

- Is unlawful, defamatory, libelous, harassing, threatening, abusive, or discriminatory under the **Equality Act 2010**.
- Promotes illegal activities, fraudulent schemes, or unlicensed commercial offerings.
- Contains sexually explicit content, obscene language, or hate speech targeting protected groups.
- Contains unauthorized commercial spam, chain letters, or malicious code (malware, viruses).
- Discloses personal data of third parties without their explicit consent (in breach of the UK GDPR).



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4. Statutory Notice and Takedown Procedure (Defamation & Copyright)

Jobs2Apply4 strictly complies with the **Defamation Act 2013 (Section 5 Regulations)** and the **Electronic Commerce Regulations 2002**.

4.1 How to Submit a Takedown Notice

If you believe that content hosted on the Community Hub is defamatory, infringes your copyright, or breaches our Acceptable Use rules, you must send a formal written notice to our designated Takedown Officer at **Jobs2Apply4** containing:

- **Your Full Name, Contact Details, and Business Name** (if applicable).
- **Exact URL and Location** of the alleged infringing or defamatory content.
- **Specification of Infringement:**
 - *For Defamation:* The exact statements complained of, why they are untrue, and the financial or reputational harm caused.
 - *For Copyright/IP:* Proof of ownership of the intellectual property right alleged to be infringed.
- **Good Faith Declaration:** A statement that you believe in good faith that the use of the material is not authorized by law or the rights holder.

4.2 Takedown Process & Timelines

- **Immediate Receipt Acknowledgment:** We will acknowledge receipt of your notice within **24 business hours**.
- **Expeditious Removal / Disabling:** Upon receiving a valid, detailed notice, *Jobs2Apply4* will act **expeditiously** to temporarily disable access to or remove the complained-of content while an investigation takes place.
- **Poster Notification & Counter-Notice:** We will notify the original content creator, providing them an opportunity to respond or submit a counter-notice within **5 business days**.
- **Final Determination:** If no valid counter-notice or defense is provided, the material will be permanently removed.

5. Moderation Rights & Account Termination

5.1 Discretionary Moderation: We reserve the absolute right (but assume no obligation) to monitor, edit, refuse, or remove any Hub listing or comment at our sole discretion, without prior notice.

5.2 Account Suspension: Repeat offenders who breach these Hub Terms will have their accounts suspended or permanently terminated without liability.

6. Disclaimer & Limitation of Liability

6.1 Third-Party Events & Business Accuracy: *Jobs2Apply4* accepts no liability for canceled events, inaccurate business listings, or financial losses incurred as a result of relying on information published on the Hub by third parties.



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6.2 No Direct Endorsement: The inclusion of a local business or event on the Hub does not constitute an endorsement or guarantee of quality by *Jobs2Apply4*.



1. Article 28 Data Processing Agreement (DPA)

This Data Processing Agreement forms part of the Employer Terms & Conditions when an Employer engages Jobs2Apply4 for Assisted Candidate Screening, Shortlisting, or Recruitment Services.

BETWEEN:

Jobs2Apply4 ("Data Processor" / "Processor")

The Contracting Business / Employer ("Data Controller" / "Controller")

Definitions & Interpretation

- **Applicable Data Protection Law:** Means the UK GDPR (as defined in the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019), the Data Protection Act 2018 (DPA 2018), and the Privacy and Electronic Communications Regulations (PECR).
- **Personal Data, Controller, Processor, Data Subject, Personal Data Breach:** Shall have the meanings given to them in the UK GDPR.
- **Candidate Data:** Personal data relating to job applicants processed by the Data Processor on behalf of the Data Controller during screening and shortlisting campaigns.

2. Scope, Subject Matter & Duration of Processing

- **Subject Matter:** The processing of candidate CVs, applications, contact details, and assessment records for recruitment campaigns.
- **Nature and Purpose:** To enable the Processor to screen, pre-filter, shortlist, and transmit suitable candidate profiles to the Controller.
- **Duration:** For the duration of the recruitment agreement plus the applicable post-campaign retention period set out herein.
- **Categories of Data Subjects:** Job seekers and candidates applying for the Controller's advertised vacancy.
- **Categories of Personal Data:** Name, contact details, work history, qualifications, CV details, salary expectations, interview notes, and right-to-work verification flags.

3. Obligations of the Data Processor (Jobs2Apply4)

3.1 Processing Instructions

The Processor shall process Candidate Data **only on documented lawful instructions** from the Controller, including with respect to transfers of personal data outside the United Kingdom, unless required to do so by UK law to which the Processor is subject.

3.2 Confidentiality

The Processor guarantees that all personnel authorized to process Candidate Data have committed themselves to strict confidentiality obligations or are under an appropriate statutory obligation of confidentiality.



3.3 Technical and Organizational Security Measures (Art. 32 UK GDPR)

The Processor shall implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk.

3.4 Sub-Processors

- The Controller provides general authorization for the Processor to engage third-party infrastructure sub-processors (e.g., secure UK cloud hosting, CV parsing tools).
- The Processor shall inform the Controller of any intended changes concerning the addition or replacement of sub-processors, giving the Controller the opportunity to object.
- Where a sub-processor is engaged, the Processor shall impose the same data protection obligations as set out in this DPA via a written contract.

3.5 Assistance to the Data Controller

The Processor shall assist the Controller by appropriate technical and organizational measures:

- In responding to candidates exercising their **Data Subject Rights** under UK GDPR (e.g., Subject Access Requests, Erasure requests).
- In ensuring compliance with obligations regarding security, breach notifications, and Data Protection Impact Assessments (DPIAs) pursuant to Articles 32 to 36 of the UK GDPR.

3.6 Personal Data Breach Notification

In the event of a confirmed or reasonably suspected Personal Data Breach affecting Candidate Data, the Processor shall notify the Controller **without undue delay, and in any event within 36 hours** of becoming aware of the breach, providing full details to allow the Controller to meet its ICO notification duties.

3.7 Deletion or Return of Data

Upon completion of the screening and shortlisting services, at the choice of the Controller, the Processor shall **delete or return all Candidate Data** to the Controller, and delete existing copies unless UK law requires retention of the personal data (e.g., Conduct Regulations 2003 record-keeping mandates).

3.8 Audits and Inspections

The Processor shall make available to the Controller all information necessary to demonstrate compliance with UK GDPR Article 28 and allow for and contribute to audits/inspections conducted by the Controller or an auditor mandated by the Controller, upon reasonable prior written notice.

4. Obligations of the Data Controller (Employer)

4.1 The Controller warrants that it has established a valid lawful basis under UK GDPR for processing Candidate Data and communicating with shortlisted candidates.

4.2 The Controller agrees to process candidate CVs received from the Processor strictly for evaluating the specific recruitment vacancy and to erase candidate data securely when no longer required.



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5. Governing Law & Jurisdiction

This DPA and any disputes arising out of or in connection with it shall be governed by and construed in accordance with the **laws of England and Wales**, subject to the exclusive jurisdiction of the courts of England and Wales.

Legal Disclaimer: These operational templates reflect current UK statutory requirements (including the UK GDPR, Defamation Act 2013, and E-Commerce Regulations 2002). They should be formally reviewed and finalized by a qualified UK Solicitor prior to deployment on **Jobs2Apply4**.