

4exMilitary Jobs Ltd

Job Board and Online Advertising Terms and Conditions

Definitions

- 'We', 'Us' or 'Our' refer to "4exMilitary Jobs Ltd", "4exMilitary" and "4exMilitary.com"
- 'Client' or 'Clients' means any company, organisation, firm, agency or person purchasing services from Us;
- 'Recruiter' or 'Recruiters' means any Client using this Website for recruitment purposes;
- 'Applicant', 'Applicants', 'Candidate', 'Candidates', 'Jobseeker' or 'Jobseekers', 'Member' or 'Members' means any Client using this Website for career related purposes;
- 'User', 'Users', 'You', 'Your' and 'Yours' means either the Candidate, the Recruiter, and/or any other person using the Website, respectively as applicable in the circumstances.
- 'Intellectual Property Rights' or 'IPR' means all intellectual property rights wherever in the world arising, whether registered or unregistered (inclusive of any application), including, but not limited to, copyright, source codes, know-how, confidential information, trade secrets, business and trade names, domain names, trade and service marks, and data base rights;
- 'Material' or 'Materials' means the content recorded on the Website by either the Candidate and/or the Recruiter, or provided to Us from time to time for Us to incorporate into the Website, including, but not limited to, job vacancy advertisements and CVs;
- 'Services' covers any services made available by Us from time to time, and includes all Materials, products and goods;
- 'the Website' and 'this Website' mean Our Website, all Materials and information thereon, and the associated database;
- 'T&C' means these Terms and Conditions.

1. General

These T&C relate to the supply of Services by "4exMilitary". Use of the Website, or any request or order for Our Services, or payment made for such Services, constitutes Your acceptance of these T&C.

The provisions of these T&C are not meant to be exhaustive. Generally, conduct that violates law, regulation or the accepted norms of the Internet or recruitment communities, whether or not expressly mentioned in this document, is prohibited. We reserve the right at all times to prohibit activities that damage our commercial reputation and goodwill.

We reserve the right to revise the content of the Website (including the Services We offer) and these T&C at any time without prior notice. Any changes to these T&C will be posted on the Website and by continuing to use the Website following any such change the Candidate and/or Recruiter are bound by those changes. It is Your responsibility to ensure that You remain up to date with all of Our T&C.

2. Services

The Services provided by Us are focussed on online recruitment, and include, but are not limited to, functionality for both Recruiters and Jobseekers - which functionality may, from time to time, be subject to change.

The Services include:-

- the option for Recruiters to open accounts with Us, for the purpose of advertising genuine job vacancies on the Website
- the provision of Banner advertising
- the provision of “Jobs by Email” Sponsorship

For Recruiters

Functionality to:-

- post and track Job advertisements for genuine vacancies only, and not for other products or services, either relating to or unrelated to recruitment including, but not limited to, affiliate schemes, pyramid selling schemes or any other so called 'business opportunity'
- receive applications and rank Candidates
- access a CV database.

For Jobseekers

Functionality to:-

- register your details and CVs
- register a virtually unlimited number of Profiles
- search for relevant job vacancies in suitable locations
- receive relevant job vacancy notifications by email or by RSS
- notify others of vacancies they might be interested in

3. Prices

For Recruiters who have an account with Us, job vacancy advertisements posted on the Website will be charged at the rate applicable to that account at the time of such posting.

Payment for all advertisements placed within a month must be paid within 14 days of the end of each account month – for example, if the account runs from 7th of one month to the 6th of the next, then full payment for the month just completed is due no later than 20th of the “current” month.

A job vacancy advertisement posted on the Website will remain live for 28 days unless, You request Us to remove it, or, in the case of account holders, You delete or close it. Any extension of this time will be charged to You as a new posting. Similarly, the posting of a duplicate of any job vacancy will be treated as a different vacancy and will also be charged to You as a new posting. No refund will be payable in the event that You close or delete a job vacancy early – i.e. before its natural termination date.

The price of posting other (i.e. non job vacancy advertisements) Material on the Website, for example Banner adverts and Email Sponsorship, will depend upon the period of time that Material is to remain live, and will be agreed between You and Us at the time of Your request or order for such posting.

Services not used within any time period agreed, will not be carried over into any subsequent period, unless We specifically give Our prior written consent. You will be responsible for payment for any unused Services and no payments are refundable.

We reserve the right to change Our prices at any time.

3.1 Payment Conditions

Recruiters using this Website agree to pay the relevant fees quoted on the Website or advised by Us, together with VAT at the prevailing rate.

If credit terms have been agreed beforehand, the Recruiter agrees to pay each invoice within 14 days of the date of invoice, unless alternative terms are agreed in writing by both parties.

Invoices are sent on a monthly basis by email. No invoices will be sent by regular mail. Where no payment has been received for an invoiced amount, for more than 30 days, from a Recruiter who has an account with Us, then We reserve the right to withdraw that Recruiter’s password controlled access to the Services and to remove any related Materials from the Website.

In accordance with the Late Payment of Commercial Debts Act 1998, any late payments will incur interest charged at 4% over the Lloyds TSB Bank Plc base Rate and will be subject to a £20 administration fee. You will be responsible for all money owed, interest charged and the administration fee, and will also be liable for all charges incurred by Us due to Your late or non-payment, for whatever reason.

All payments are in UK Sterling, and all costs/prices are displayed on the Website are exclusive of VAT unless stated otherwise.

4. Recruiters' Responsibilities and Obligations

As the Recruiter, You are the principal responsible in respect of any Material You place on the Website, notwithstanding that You may be acting directly or indirectly for a third party.

It is Your responsibility to ensure that:-

the content and Material You enter into the Website or on emails, including but not restricted to the job vacancy advertisements, conforms to all relevant legislation and jurisdiction.

the reproduction and/or publication by Us of Your Material, either as originally submitted or as amended, will not breach any agreement or infringe or violate any right of any person or render Us liable to any proceedings whatsoever, and, in the event that this undertaking and warranty is incorrect, then You indemnify Us against all costs, claims, damages, loss, expenses and liabilities suffered or incurred by Us;

any Material supplied by You is accurate, complete and true; where You include the name or pictorial representation (photographic or otherwise) of any living person and/or any part of any living person and/or any copy by which any living person is or can be identified, in any Material, then You have obtained the relevant authority of such living person to make use of such name, representation and/or copy;

all Material is legal, decent, honest and truthful and complies with all applicable laws, rules, regulations and codes relating to advertising as may be appropriate; you comply with all relevant industry Codes of Practice, and that no Material contains any data, image or other Material that:-

infringes the rights (including, without limitation, the intellectual property rights) of another person;

or is

offensive, obscene or indecent, or capable of being resolved into obscene or indecent images or Material;

defamatory, threatening or racially, ethnically or otherwise objectionable or discriminatory;

designed or likely to cause annoyance, inconvenience, unwanted attention or needless anxiety to any other person;

designed or likely to cause disruption to any computer system or to any network;

illegal or in breach of any legislation or designed or likely to induce an illegal act.

It is also Your responsibility to:-

use all reasonable precautions against access of the Website by any unauthorised persons, including, but not limited to, the use of usernames and passwords and the securing of information relating to communications between Your hardware and the Website;

comply with the provisions of the Data Protection Act 1998 or relevant legislation with regard to any Applicant information You receive and to keep such information confidential.



You acknowledge that You are not vested with any proprietary rights in respect of the Website, or any CV or other information submitted by any other Client.

You will indemnify Us against any and all claims made by third parties in respect of the misuse of any data supplied to You.

In relation to information supplied by Us or by other Clients, including but not limited to Jobseeker CVs, You will:-

ensure that You handle all personal information in strict accordance with the Data Protection Act 1998;

obtain from Jobseekers only such information about their qualifications and experience as is necessary for determining whether they are suitable for employment, and have such qualifications as are required by law, for the agreed purpose of endeavouring to locate or provide employment opportunities, and will keep such information confidential ;

ensure that Jobseekers are fully aware of any conditions imposed by law that they must satisfy so that any employment resulting there from shall be legal;

not submit, copy, supply, re-sell, distribute or make this information available in any way to any person, except, where You are a Recruitment Agency, You may make this available to Your genuine End Clients who intend to recruit such Jobseekers for their own employment.

5. The Use of information

Information will be collected and recorded in accordance with the Privacy Policy. You acknowledge and agree to be bound by the terms of Our Privacy Policy.

The Candidate is liable be contacted by the Recruiter without intervention by Us.

Recruiters may only use information supplied by Us or from the Website for the purposes of recruiting and shall not disclose any information to any third parties other than those directly related to the recruitment process of the Candidate.

Recruiters can only store Candidate details with a particular vacancy in mind. Under no circumstances can those details be marketed to, or the Candidate be contacted in regards to, any other promotion including attracting them towards any other recruitment Website.

Any Client found using this Service in contravention to these T&C shall immediately have their password controlled access to this Website removed.

6. Ownership and Copyright

The Website functionality, templates, design and hosting remain the property of 4exMilitary. The content provided or updated by Us remains in the format provided by Us Our property, and the content provided or updated by You, including images and logos, remains in the format provided by You, Your property.

Accordingly any design, graphics, programming including but not limited to, ASP, SQL, Java Script, VB Script, and HTML, utilised within the Website & produced by 4exMilitary remain exclusively the Intellectual Property of 4exMilitary. Likewise the copyright of any programming scripts will remain the property of 4exMilitary and shall not be modified or reused without the express permission of 4exMilitary.

All IPR in the Website and its content (including without limitation the Website design, text, graphics and all software and source codes connected with the Website) is either licensed to Us or is otherwise used by Us as permitted by law. Unauthorised use of such IPR may violate copyright, trademark, and other laws.

You shall indemnify Us against all damages, losses and expenses arising as a result of any action or claim that the Materials and/or Your use of the Website infringes the IPR of a third party.

6.1 Rights in the Database

Ownership and copyright of the database, upon which the Materials are stored, belong to and remain with 4exMilitary. You acknowledge that You do not have, and cannot acquire any rights in the database, or any of its content other than that directly attributable to You, and that Your use of the database is governed by these T&C.

7. Use of the Website

The Website may be used only for lawful purposes and is primarily for:-

- Recruiters wishing to advertise on the website and seeking Candidates to fulfil job vacancies;
- and
- Candidates seeking permanent, contract or temporary employment.

In accessing the Website You agree that You will access the content solely for these purposes.

You may use, print and download information from the Website for these purposes only and for no other personal or commercial purpose. Other than through using the functionality available within the Website, You may not copy, display, reproduce, transmit or distribute any Material from the Website without Our prior written consent.

You must not under any circumstances seek to undermine the security of the Website or any information submitted to or available through it.

You agree not to:-

- post any incomplete, false or inaccurate information, nor anything that is defamatory, obscene, threatening, abusive, hateful or embarrassing to another person or entity;
- attempt to access data not intended for You;
- log into a server or account which You are not authorized to access;
- delete or amend any Material posted by any other User;
- use any device, software or routine to interfere or attempt to interfere with the proper working of this Website or any activity being conducted on this Website.

To open an account with Us, You must complete the registration process by providing current, complete and accurate information as prompted by the applicable registration form. You are entirely responsible for maintaining the confidentiality of Your account and its password, as well as for any and all activities that occur thereunder. In the event that someone else uses Your password or account, either with or without Your knowledge, We are not liable for any resultant loss that You may suffer, but You could be held liable for any losses suffered by Us or by any of Our other Clients. You agree to notify Us immediately of any unauthorized use of Your account or any other breach of security.

You warrant that all information You provide on the Website is accurate and does not breach any law or the rights of any person.

Users of this Website will provide their normal email address and a password and understand that access to the Service will be denied if in breach of the T&C.

The use of the Website and the Material contained thereon is at Your own risk.

You acknowledge and agree that You are solely responsible for the form, content and accuracy of any Material placed by You on the Website. Recruiters are solely responsible for their postings on the Website. In the event that any inaccuracy or error has been brought to Our attention We will make reasonable efforts to notify the person(s) concerned and to rectify the error.

We reserve the right to remove any User's recorded information and/or vacancy advertisement, either totally or in part, if We believe that that User is not abiding by these T&C.

8. Disclaimers and Limitation of Liability

We make no representations or warranties about the accuracy, reliability, completeness, or timeliness of the Website. Likewise, We make no representations or warranties about the accuracy, reliability, completeness, timeliness, or suitability for any purpose, of the Material, information and related graphics published on the Website.



Such Material, information and graphics may contain technical inaccuracies or typographical errors, and access to and use of this Website, including all the Material, information and graphics hereon, is at the Users own risk.

We are providing this Website on an 'as is' and 'as available' basis without any representation or endorsement made and without warranty of any kind whether expressed or implied, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy. We disclaim any warranty or merchantability or fitness for a particular purpose. This includes loss of data, and any and all Service interruptions however caused.

We make no warranty that this Website will be available on an uninterrupted basis, or that its functionality is error free, or that defects will be corrected or that the Website or the server that makes it available are free of viruses or anything else which may be harmful or destructive. We are not responsible for any costs for servicing or replacing equipment or data required as a result of Your use of the Website or the Materials. We do not accept any responsibility for the consequences of interruptions or delays, however caused, and no liability can be accepted in respect of losses or damages arising there from.

We cannot be held liable for loss or damage arising out of or in connection with the use of this Website or Our Services. This is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect or consequential damages, loss of data, revenue, income or profit, loss of or damage to property and claims of third parties.

We accept no liability for:-

- any data corruption, compatibility problems, or software or hardware failures that affect the workings of the Website, but will make every attempt to rectify matters and/or recover any lost data, but cannot guarantee success.
- the security of the contents of e-mails sent to or by You, or received by You.
- non-delivery, mis-delivery, corruption, destruction, or modification of data.
- events beyond Our reasonable control.

We do not actively or routinely monitor, censor, or directly control Material entered into the Website by the Recruiter, and the Recruiter will be liable for any legal costs incurred by Us as a result of such content and Material, and agree to indemnify Us for any awards made by a Court of Law.

We offer an on-line Service for Recruiters to post job vacancy advertisements. We do not routinely screen or censor these advertisements, and We are not involved in the actual transactions between Recruiters and Candidates, and have no control over the quality, safety or legality of the jobs or CVs posted, the truth or accuracy of the vacancies, the ability of Recruiters to offer job opportunities to Candidates or the ability of Candidates to fill job openings.

You assume all risks associated with dealing with other Users with whom You come in contact through the Website and therefore We recommend that Candidates and Recruiters should carry out such verification procedures as are customary and prudent in the circumstances.

In the event that You have a dispute with another or other Users, You release Us from claims, demands and damages (actual and consequential, direct and indirect) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such dispute.

We shall not be liable to the Client for any damages or loss arising out of, or in connection with, the use of the Website, including but not limited to, indirect or consequential loss or damages, or any damages whatsoever arising from:-

- use or loss of use,
- loss of data, or its corruption,
- profit or anticipated profits,
- revenue,
- anticipated savings,
- goodwill,
- business,
- business opportunity,
- changes made to the content of this Website by any third parties,
- any other indirect or consequential loss or damage.

The contents of the Website do not constitute advice and should not be relied upon in making or refraining from making, any decision.

Our aggregate liability in respect of accepted claims based on the events in any calendar year arising out of or in connection with Your use of the Website, whether in contact or tort (including negligence) or otherwise, shall in no circumstances exceed 20% of the total charges paid by You to Us in that calendar year.

Nothing in these T&C is intended to limit any rights You may have as a consumer under the Governing Law, or other statutory rights which may not be excluded, nor in any way to exclude or limit Our liability to You for death or personal injury resulting from Our negligence.

8.1 Links to Third Party Websites

The Website includes links to third-party websites that are controlled and maintained by others. Any links to other websites are not endorsements of those websites, and We are not responsible for their availability or content and We do not make any representations regarding the accuracy of that content.

Accordingly, You acknowledge and agree that We are not responsible for the availability or content of any such websites, and that if You decide to access linked third party websites, You do so at Your own risk and You acknowledge that their use is governed by the terms and conditions of use applicable to those websites.

You may not link to this website without the written permission of 4exMilitary. If you have been granted permission to link to this website, you may only do so on the basis that you do not in any way imply that 4exMilitary. is endorsing any products or services other than its own and you do not misrepresent your relationship with 4exMilitary.

9. Indemnity

You agree to indemnify and hold Us harmless from and against all liabilities, legal fees, damages, losses, costs and other expenses in relation to any claims or actions brought against Us arising out of any breach by You of the these T&C or other liabilities arising out of Your use of this Website or in breach of any third party IPR.

In circumstances where You are a limited company or partnership (an incorporated party) the Directors of such company or partnership shall be personally liable for any losses suffered by Us where such loss cannot be recovered from the incorporated party due to insolvency or any other avoidance of liability by such party.

10. Representation

We reserve the right to use part, or all, of any advertisement placed on the Website, in order to promote the Website, including in, but not limited to, any of Our promotional material or on any other internet Website or in any paper publication.

11. Termination

We can, without prior notice, fully or partially interrupt, suspend or terminate Our Services to You without loss or reduction of rights if You:-

- do not pay any charge, fee or invoice within 28 days of payment due date;
- break or contravene any part of these T&C;
- become bankrupt or subject to insolvency proceedings whether voluntarily or compulsory or have an administrator seize all or parts of Your assets.

You will in any eventuality remain liable for all charges, fees and costs during the period of suspension, any period where You do not fully comply with the T&C, or following termination of Our Services.

Recruiters with a Monthly account may terminate their account by providing Us with written notice not later than a minimum of 48 hours before the next month begins.

For example, where a Monthly account runs from 7th of the month to 6th of the following month, then such notice must be received by Us before 8.00am on 5th, otherwise the Monthly account will automatically be renewed for another month.

12. Assignment

You shall not assign, transfer or sub-license Your rights or obligations under these T&C to any third party without Our prior written consent. However, in the event that We consent to such an assignment, transfer or sub-license, then these T&C shall ensure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

13. Interpretation

The headings to the clauses of these T&C are for ease of reference only and shall not affect the interpretation or construction of these T&C.

In the event that any provision (term or condition) in these T&C shall be invalid, illegal or unenforceable under any applicable law, or be so held by applicable court decision, that provision shall not render these T&C unenforceable or invalid as a whole. The remaining provisions within these T&C shall survive and remain in full force and effect and continue to be binding and enforceable, and we will amend or replace the offending provision with one that is valid and enforceable and which achieves, to the extent possible, the original objectives and intent of 4exMilitary as reflected in the original provision.

14. Joint and Several Obligations

If any party consists of more than one entity, their obligations hereunder are joint and several.

15. Relationship of the Parties

Nothing in these T&C shall be construed as creating a partnership, joint venture, or an agency relationship between the parties involved.

16. Amendment in Writing

These T&C may not be amended or modified by You. In the event that You believe that an amendment is necessary, You must provide the relevant details to Us, in a written document signed by You. We will then review the proposed amendment, and will either implement or reject it based upon its relevance and accuracy.

17. Governing Law

These T&C shall be governed by and constructed in accordance with the laws of England and all disputes arising in connection with them shall be submitted to the exclusive jurisdiction of the English Courts.