

## **Terms and Conditions for Website Usage**

This website (the "Site") is provided by Excellent Business Services ("we," "our," or "us"), conditional upon your acceptance of the terms and conditions of use, outlined below ("Terms and Conditions").

By accessing, using, or downloading any materials from this Site ("Material"), and by sending any contents to the Site ("Content"), you agree on your own and or any other entity's behalf you are acting, to abide by these Terms and Conditions of site visiting and usage. If you do not agree, you should not use this Site or use or download any material.

These Terms and Conditions only apply to your use of this Site and do not alter any other agreements you may have with Excellent Business Services. In case of any inconsistency, the other agreement will prevail to the extent of the inconsistency.

### 1. Changes to Terms and Conditions

We may modify these Terms and Conditions, including the Privacy Policy, at any time. Changes will be effective upon posting on this Site. Please check the Terms and Conditions frequently for updates and or notice of changes. If any change is unacceptable to you, discontinue using this Site immediately. Continued use of this Site or downloading material or upload content after changes are posted, constitutes your acceptance of those changes.

### 2. Changes to the Site

We may terminate, change, suspend, or discontinue any part of this Site at any time without notice or liability. This includes changes to the availability of features, removing or modifying material, or imposing limits on certain features. We reserve the right, but not the duty, to correct any errors or omissions on the Site at any time without notice.

### 3. Permitted and Prohibited Uses

The Site is intended for lawful use by individuals looking for employment and career information ("Candidates"). You agree to use this Site (and or affiliated linked sites) only for lawful purposes and to send content and receive material related to the Site's purpose.

You are granted, subject to our Terms and Conditions; a non-exclusive, non-transferable, limited right to access, use, and view this Site and its materials for personal or internal company use, provided you **do not** (nor you permit others):

- 1) Transfer materials to another person without our written permission.
- 2) Use the Site in a way that could damage or impair it.
- 3) Interfere with the services, accounts, security or functioning of the Site and or affiliated linked sites.
- 4) Disrupt others' use of the Site.
- 5) Upload or transmit on this Site any harmful content or computer programs like software, computer viruses or files etc; Which can slowdown speed of computer processing machines or put abnormally heavy load on the infrastructure of the Site.
- 6) Use automated tools like robot and or manual process to monitor or extract information material from the Site.
- 7) Use or attempt to use another person's account without our prior written permission.
- 8) Create a false or duplicate identity on this Site.
- 9) Attempt unauthorized access to restricted areas of this Site.
- 10) Send to or from this Site, spam mails or chain letters or unwanted files.
- 11) Get advantage or otherwise collect information about others, except for the sole stated purposes provided by this Site, including email addresses, without their consent or
- 12) Register an email account which you do not own or you do not have owner's permission to register.

You may post some content to the Site for stated and lawful purposes. You agree, that in posting Content, you directly or indirectly will not, nor will you allow others to:

- 1) Post false, inaccurate, and or incomplete out of context information.
- 2) Post any form of illegal or harmful business opportunities not limited to franchise, pyramid scheme, multilevel network or marketing opportunity, club membership distributorship, or sales representative agency arrangement, or any other business opportunity that demands an upfront or recurring payment and involves recruiting other members, sub-distributors, or sub-agents.
- 3) Modify or delete material posted by others.
- 4) Post unlawful or infringing content; not limited to harmful, threatening, abusive, harassing, defamatory, libelous, vulgar, obscene, or tortious, or materials that infringe or violate any third party's copyright, trademark, trade secrets, privacy, or property or other proprietary rights. Additionally, refrain from posting content that could constitute a criminal offense, lead to civil liability, or otherwise violate any applicable law.
- 5) Impersonate others including without limitation to Excellent Business Services' employee, agent, user, candidate, employer, recruiter, or misrepresenting your connection to another person or entity.
- 6) Post opinions, notices, advertisements (commercial or otherwise), or request business from recruiters who use the Site. This including any solicitation by any of our competitors, of recruitment agencies who post on the Site

You agree to be responsible for your actions and communications involving material and content during your usage of this Site and must comply with all applicable laws.

We may investigate violations and cooperate with law enforcement as necessary. We reserve the right to disclose any Content as required by law and to edit, refuse to post, or remove Content, that we find objectionable or in violation of these Terms and Conditions, in our sole discretion.

#### 4. Registration and Password

You are responsible for maintaining the confidentiality of your registration information and password. You are responsible for all uses of your registration, whether or not authorized by you. You must notify us immediately of any unauthorized use of registration or password.

#### 5. Proprietary Rights

The Site and its Materials are protected by copyright laws in UK and worldwide. You must comply with all copyright laws and prevent unauthorized copying. Excellent Business Services does not grant any rights or licenses to you under any intellectual property right, any patent, trademark, copyright, trade secret, or confidential information, except as expressly provided.

Trademarks. The names, services, logos, and trademarks associated with us may be legally protected and may not be copied or imitated without obtaining prior written consent from Excellent Business Services. Similarly, other names, services, logos, trademarks mentioned on the website may belong to their respective owners.

Reserving the Right. Our procedures and methods are protected by trade secrets and other proprietary rights, and they may be the subject of one or more patents or other statutory intellectual property rights. All such rights are reserved by Excellent Business Services.

Software: Excellent Business Services or its licensors own all copyright to any software, calculator software, files, images produced by software, code, and data that accompany software ("Software") used or made available through this website. You are granted a non-exclusive licence to use the Software for the purposes specified on this website, unless otherwise specified. You may not attempt to decode, decompile, disassemble, or reverse engineer any of the Software that comprises or is otherwise associated with the Site, unless authorised by law. You may also not use the Software for any other purpose.

#### 6. Links and Third-Party Content

The Site may contain links to other websites for your convenience. We do not control these websites and are not responsible for their content or any harm that may result from using them. Visiting linked websites is at your own risk, and **we do not endorse any linked sites or their content.** You are responsible to take all protective measures to protect against viruses and any other destructive elements.

### 7. Agreement to Privacy Policy

You agree to abide by our Privacy Policy, which is incorporated into these Terms and Conditions.

### 8. Disclaimers

You accept and agree with the use of this Site and its material is at your own risk. We make no guarantees regarding the Site and its content, which are provided on an "AS IS" basis; by third parties and their consultants." We explicitly disclaim all representations, warranties and conditions, including without limitation any implied warranties and conditions of merchantability, merchantable quality, non-infringement and fitness for a particular purpose and those arising by statute or otherwise in law or from a course of dealing or usage of trade. Excellent Business Services does not guarantee that this site will continue to operate, operate without interruptions or that it will be error-free.

In no way does the preceding statement limit the scope of the following: the information provided on this Site is intended solely for general informational purposes. Content on the site bearing a byline, publication source, or other third-party identifier is presented "As Is", without review by Excellent Business Services. Neither we nor our third-party consultants warrant or guarantee the accuracy, truthfulness, or completeness of this information. The site serves as a platform for recruiters to post job opportunities and candidates to submit biodata (CV).

Excellent Business Services does not monitor or censor these listings, thus relinquishing control over their quality, safety, legality, accuracy, or the ability of employers to offer positions or candidates to fill them. Users must acknowledge the risks, including potential physical harm, associated with interacting with other Site users (strangers or foreign nationals or underage persons or people acting under false pretences).

Due to the challenges of online user authentication, Excellent Business Services cannot verify the identity of every user. Consequently, in the event of disputes between (one or more) users, Excellent Business Services, along with its agents and employees, are released from any claims or damages of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

We hold no legal obligation to control user-generated information including third party Material and Content available on this Site, which may occasionally be offensive, harmful, inaccurate, or misleading. Your use of the site and its materials is entirely at your own risk. Additionally, the site may undergo periodic changes, which can be implemented at any time.

Users are solely responsible for the accuracy and content of any Content they post.

Excellent Business Services bears no responsibility for employment decisions made by entities posting jobs on the site.

### 9. Limitation of Liability

By using this site, you agree that neither Excellent Business Services nor any mentioned third party will be held responsible or liable for any form of loss or damages, including indirect, special, or consequential damages, arising from or related to the use of or access to the site, its materials, provided content, or any linked third-party websites. This includes damages such as harm to business, loss of information, programs, data, profit, savings, or revenue, regardless of whether Excellent Business Services or the third party has been advised of the possibility of such damages. Furthermore, you agree that the total combined liability of Excellent Business Services for any damages shall be limited to £50.

The limitations of liability and disclaimers outlined in these Terms and Conditions are applicable regardless of the legal basis of the claim, including contract, warranty, civil liability, delict, quasi-delict, strict liability, negligence, or other tort. These limitations shall remain in effect even in the event of a fundamental breach or breaches, or if the essential purpose of the contract fails, or if an exclusive remedy fails.

### 10. Indemnity

You agree to defend, indemnify, and hold harmless each of Excellent Business Services, its affiliates and each of their officers, directors, employees and agents, including all third parties mentioned; from and against any and all claims, actions or demands (including without limitation reasonable legal and accounting fees) arising from your use of the Site or your breach of these Terms and Conditions.

### 11. Choice of Law

This website is managed and operated by Excellent Business Services from its office in England, UK. We do not guarantee that the materials on this site are suitable or available for use outside the UK. If you access this site from a location outside the UK, you are responsible for complying with all local laws. You are prohibited from exporting any materials from this site in violation of applicable export laws and regulations. These Terms and Conditions are interpreted and governed by the laws of England and Wales, without consideration of its conflict of laws principles; except, where prohibited by mandatory laws in your jurisdiction. Any legal actions arising from or related to these Terms and Conditions shall be initiated in England. Both parties agree to the jurisdiction of the courts of England and Wales and waive objections based on venue in any such legal actions. The United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms and Conditions.

### 12. Arbitration

Disputes arising from these Terms and Conditions and all other matters of disputes and disagreements with respect to rights and obligations of parties, which cannot be amicably, will be settled by binding arbitration in England. The arbitrator shall be legally trained and experienced in the area of information technology.

Notwithstanding the foregoing, each party may pursue the protection intellectual property rights and confidential information through injunctive or other equitable relief through the courts.

### 13. General

- 1) These Terms and Conditions constitute the entire agreement regarding your use of the Site.
- 2) Any legal action with respect to your use of this Site, must be initiated within one year of the claim.
- 3) If a court of competence jurisdiction determines that any part of these Terms and Conditions is not enforceable, that part will be enforced to the fullest extent possible to uphold the intention of these Terms and Conditions, and the rest of the Terms and Conditions shall remain valid and enforceable.
- 4) The parties are only considered independent contractors, and neither of them has the authority to represent or commit the other party.
- 5) Waivers of any breach do not waive any other breaches.
- 6) Changes to these Terms and Conditions are only effective if posted on the Site.

### 14. Additional Terms of Use

Certain areas of this Site may have additional terms of use. By using those areas, you agree to the additional terms of use applicable.

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