

CV Future LTD

Electronic Services Terms of Use

These Electronic Services Terms of Use (“**these Terms**”) are the terms and conditions on which we make websites, online portals and Facebook forums we control (“**Electronic Services**”) available to you for use.

Please read these terms carefully before you browse and use any of the Electronic Services. Your attention is drawn to clause 9 below, where we limit our liability in respect of your use of our Electronic Services.

These Terms cover the use and access by you of all of our websites, the web pages published on them, media made available in our portals, document repositories and social media forms and the content made available to you. These are not terms and conditions for our professional services we supply. Additional terms and conditions apply to our professional services. If you access and/or use the secured parts of the Electronic Services which require you to login, the Acceptable Use Policy which appears in the Annex below applies in addition to these Terms.

The Electronic Services are operated and/or controlled by CV Future LTD, a company formed in accordance with the laws of England and Wales with registered company number 09297831 with registered offices situated at 7 Bournemouth Road, Chandler’s Ford, Eastleigh, Hampshire SO53 3DA in the United Kingdom. You are able to contact us by email at TeamJess@JessicaLorimer.com.

1 Use of Electronic Services

- 1.1 By using the Electronic Services you agree to be legally bound by these terms and conditions. If you do not agree to use the Electronic Services in accordance with these Terms, please do not use them.
- 1.2 We take data security and protection of your personal data seriously. For more information, please refer to our Privacy Policy at <https://selltocorporates.com/> and Cookie Policy at <https://selltocorporates.com/> for information we collect and use as a result of your use of this Website.

2 Changes

- 2.1 We reserve the right to:
 - a. update and change the Electronic Services at any time for any reason;
 - b. change these Terms from time to time as we see fit and your continued use of the Electronic Services constitutes your acceptance of any change to these Terms;
 - c. cease publishing any or take offline any or all parts of the Electronic Services at any time without notice to you; and
 - d. interrupt the operation of the Electronic Services, or any part of them as we see

fit to perform routine or non-routine maintenance, error correction and/or any other purpose whatsoever.

3 CVL Materials

- 3.1 The Electronic Services contain materials which we believe are useful, come from reliable sources and third parties, and/or are produced by us (“**CVL Materials**”).
- 3.2 We make no representation and give no warranty, whether express or implied, that CVL Materials are accurate, complete or up to date.
- 3.3 CVL Materials are provided on an "as is" basis. CVL Materials are not intended to amount to advice on which you should rely. You must obtain professional and specialist advice before taking or refraining from any action in connection with CVL Materials.
- 3.4 You accept as a condition of your use of the CVL Materials that you will not make any claim against us or seek to be indemnified by us for any loss, damage, expenses or other consequences that may arise or be connected with your conduct.
- 3.5 You will not take any action, make any commitment, or provide any undertaking based on CVL Materials or part of them and/or in respect of any loss, damage, expense or other consequences which could have been avoided by you.

4 Use of Electronic Services

- 4.1 You agree not to use the Electronic Services for any commercial or business purpose other than where expressly permitted in writing by us.
- 4.2 You agree that you will not take any action which initiates and/or imposes an unreasonable or disproportionate load on the infrastructure of the Electronic Services, our systems or networks, or any systems or networks connected to the Electronic Services.
- 4.3 You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmission you cause to be sent and/or posted to the Electronic Services. You may not pretend that you are someone other than who you are, or that you represent someone else or impersonate any other individual or entity.
- 4.4 By using the Electronic Services and/or accessing the CVL Materials you agree that you:
 - a. will use the CVL Materials in a manner consistent with all applicable laws and regulations which may apply to you in respect of a website in the United Kingdom and the country from which you access them;
 - b. are responsible for the security and proper use of all your usernames and passwords used in connection with the Electronic Services and will take all necessary steps to ensure they are kept confidential, secure, used properly and not disclosed to any other person;

- c. are responsible for all activities that occur under your password and account;
- d. will inform us immediately if there is any reason to believe that your username or password has, or is likely to, become known to someone not authorised to use it or is being or is likely to be used in an unauthorised way at TeamJess@JessicaLorimer.com;
- e. will adhere to any security policies we publish and provide any details reasonably requested to maintain the security of the Electronic Services and CVL Materials; and
- f. must not attempt to gain unauthorised access to the Electronic Services and/or CVL Materials, the servers on which the Electronic Services operate, or any server, computer, database used by the Electronic Services and/or interfere with the proper operation of the Electronic Services and related services, such as email communications.

4.5 Using the Electronic Services for the following is strictly prohibited:

- a. generating or facilitating unsolicited electronic communication (spam) via e-mail, text messages, pages, instant messages, voice mail, or any other forms of electronic communication;
- b. sending inappropriate communications, including, but not limited to communications that:
 - i. promote, facilitate, or encourage illegal activity;
 - ii. violate the rights (such as rights of privacy or publicity) of others;
 - iii. contains any objectionable material such as defamatory, libellous, harassing, abusive, fraudulent, infringing, obscene, excessively profane, hateful or violent material; and/or
 - iv. transmit material which may be harmful to minors.
- c. forging, misrepresenting, obscuring, suppressing, or replacing a user identity on any electronic communication to mislead the recipient about the sender;
- d. causing a security breach to any network resources, including, but not limited to, accessing data, servers, or accounts to which you are not authorised; circumventing user authentication on any device or detecting or monitoring network traffic;
- e. causing a disruption of service to any network resources, including, but not limited to, ICMP floods, packet spoofing, denial of service, heap or buffer overflows, and forged routing information for malicious purposes;
- f. infringing copyright law, including but not limited to illegally duplicating or transmitting pictures, images, music, video and/or software without the written consent of the copyright owner;

- g. exporting or importing software, technical information, encryption software, or technology in violation of international or regional export control laws;
 - h. intentionally introducing malicious code, including, but not limited to, viruses, worms, trojan horses, e-mail bombs, spyware, adware, and keyloggers; and/or
 - i. port scanning or security scanning on a production network unless authorised in advance by us.
- 4.6 We reserve the right in our sole discretion to require you to change any or all of the passwords used by you in connection with the Electronic Services. You must inform us immediately of any changes to the information you supplied when registering to access the Electronic Services.
- 4.7 We may establish general practices and limits concerning use of the Electronic Services, including without limitation the maximum number of bandwidth or pages you may access within any particular period of time, or deny you access to the Electronic Services without notice.
- 4.8 We may report any breach to relevant law enforcement authorities and we will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, any right, licence or permission to use the Electronic Services will cease immediately.

5 Linking and Framing

- 5.1 You may link to the Electronic Services from a property that you own, provided that you do so in a manner which is fair and legal, and does not:
 - a. damage our reputation;
 - b. suggest an endorsement, business connection, form of association or approval where to do so would be misleading and/or unlawful.
- 5.2 You will remove links to the Electronic Services upon request.
- 5.3 You may not use any software or device to crawl and/or copy CVL Materials.
- 5.4 You will not frame the Electronic Services or otherwise hold out the Electronic Services and/or CVL Materials in a manner which would mislead or tend to mislead any person as to the source of the CVL Materials.

6 Intellectual Property Rights

- 6.1 CVL and its third party licensors retain all Intellectual Property Rights in CVL Materials published on the Electronic Services from time to time. You will not use the Electronic Services or CVL Materials for any purpose other than those expressly stated in these Terms or otherwise agreed in writing.
- 6.2 You may print and download electronic copies of our public facing web pages for your own personal use and refer CVL Materials to persons within your company for the purposes for acquiring our professional services.

- 6.3 You will not modify, copy, distribute, transmit, broadcast, display, perform, reproduce, publish, licence, create derivative works from, transfer or sell any CVL Materials without our consent given in writing.
- 6.4 You will not remove, alter, cover or obfuscate any copyright notices, trademark notices, watermarks, disclaimers, warnings or other notices placed on or embedded on materials published on the CVL Materials.
- 6.5 You are not permitted to use our trademarks and trade names without our written permission, which include "*Jessica Lorimer*".
- 6.6 You must not use any part of the content on the Electronic Services for commercial purposes without obtaining written permission from us in advance.

7 Third Party Content

- 7.1 The contents of websites to which we link are not approved or endorsed by us. The references are intended to be useful to you, however we do not control the content on those websites.
- 7.2 You are solely responsible for evaluating the suitability of any information for your circumstances at the other website. We will not be party to or in any way responsible for any transactions between you and third parties. You should verify the suitability of such content for your purposes with a suitably skilled and experienced person.
- 7.3 The links to other websites may result in cookies being sent to your computer or solicit personal information. Please check the privacy policy of the external site.
- 7.4 Where parts of the CVL Materials contain advertising and other material made by third parties please note that those providers are responsible for ensuring that material submitted for inclusion on the CVL Materials complies with all legal requirements. We do not accept liability in respect of any such materials.

8 Breach of these Terms

- 8.1 Failure to comply with these Terms constitutes a material breach of these Terms, and may result in our taking all or any of the following actions:
 - a. immediate, temporary or permanent withdrawal of your permission to use the Electronic Services and/or the CVL Materials;
 - b. immediate, temporary or permanent removal of any contribution uploaded or posted by you to any of our Electronic Services;
 - c. issue of a warning to you;
 - d. legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) caused by your breach; and/or
 - e. disclosure of such information to law enforcement authorities as we consider reasonable, necessary or as may be required by law.

9 Our Liability to You

- 9.1 We do not warrant that the Electronic Services and/or CVL Materials will be error-free or uninterrupted, or that any defects or errors will be corrected.
- 9.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence and for fraud or fraudulent misrepresentation. Nothing in these Terms affects your statutory rights which cannot be excluded by law.
- 9.3 We exclude all implied conditions, warranties, statements, representations or other terms which may apply to the Electronic Services and/or CVL Materials. We will not be liable to you 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 (1) use or inability to use the Electronic Services and/or CVL Materials; and/or (2) use of or reliance on any content displayed and/or available.
- 9.4 We will not be liable for any:
- a. loss of profit;
 - b. loss of sales;
 - c. loss of business or revenue;
 - d. business interruption;
 - e. loss of anticipated savings;
 - f. wasted expenditure;
 - g. corruption of data;
 - h. loss of opportunity;
 - i. loss of goodwill or reputation; and/or
 - j. any indirect or consequential loss or damage.
- 9.5 We will not be liable for any loss or damage caused by a virus, denial-of-service attack, and/or technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material arising from or connected with your use of the Electronic Services, CVL Materials or any website to which Electronic Services may link.

10 Indemnities

- 10.1 You will indemnify us against all losses, liabilities, costs and expenses suffered or incurred by us, all claims made against us, together with any judgement or settlement sums paid by us as a result of any settlement agreed by us arising from or connected with:
- a. damage caused to the Electronic Services and/or CVL Materials which may be caused by you or result from a breach of these Terms and/or your negligence;
 - b. use of Electronic Services and CVL Materials by you; and/or

- c. any fines or penalties imposed by any regulatory, advertising or trading body or authority in connection with your use of the CVL Materials.

11 General

- 11.1 These Terms supersede all prior agreements, arrangements and understandings between us and constitutes the entire agreement between us relating to use the Electronic Services. We do not seek to exclude liability for any fraudulent pre-contractual misrepresentation upon which you can show you have relied.
- 11.2 You confirm that these Terms contain all matter upon which you have relied to use the Electronic Services and CVL Materials and you have not relied on any matter not contained in these Terms.
- 11.3 No forbearance, delay or indulgence by us in enforcing the provisions of these Terms shall prejudice or restrict our rights nor shall any waiver of our rights operate as a waiver of any subsequent breach and no right, power or remedy set out in these Terms conferred upon or reserved for us is exclusive of any other right, power or remedy available to us and each such right, power or remedy shall be cumulative.
- 11.4 Notwithstanding that the whole or any part of any provision of these Terms may prove to be illegal or unenforceable the other provisions of these Terms and the remainder of the provision in question shall remain in full force and effect.
- 11.5 The Contracts (Rights of Third Parties) Act 1999 shall not apply to these Terms.
- 11.6 These Terms and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and the parties hereby irrevocably submit to the jurisdiction of English Courts.

Annex to Website Terms of Use
Acceptable Use Policy

1 Use of the CVL Materials

- 1.1 By using the secured parts of Electronic Services and/or the subdomains of the CVL Materials which require you to login (“**the Secured Websites**”), you agree to be legally bound by this Policy. If you do not agree to use the Secured Websites in accordance with these terms, you must not use them.
- 1.2 You derive your permission to access and use our services by a contract between CVL with either (1) you, or (2) your employer, to supply training services (“**the Services**”) for your benefit or the benefit of a client of CVL (in any case, “**our Client**”). If your employer or the person which engages you is not entitled to access the Secured Websites or use any of the related Services, you do not have our authority to access the Services, and you may not use the Secured Websites or the Services.

2 CVL Materials

- 2.1 CVL Materials include without limitation, data, compilations of data, compiled documents, reports, and information made available using the Services, whether it is made, created or compiled by CVL, supplied to CVL by a third party, a person which has the authority to give you permission to access use the Services, and/or that which you access, download and/or upload to the Secured Websites.
- 2.2 CVL Materials are the Confidential Information of one or more of (1) CVL, (2) our Client, (3) a supplier and/or customer of our Client, (4) the person which has authorised you to access the Secured Websites, and/or (5) a third party licensor of any of the foregoing. All CVL Materials are also protected by Intellectual Property Rights owned by us.

3 Access

- 3.1 You warrant that you are duly authorised to view, upload and download materials from the Secured Websites for the purposes which the Services are made available to our Client, and shall not use the Services for any other purpose.
- 3.2 By accessing the Secured Websites and Services you agree that you:
- a. shall use the Services as authorised by this Policy;
 - b. shall use the Services in a professional, ethical and business-like manner, and not further or otherwise;
 - c. shall not attempt to gain unauthorised access to or interfere with the operation of the Secured Websites, the Services and/or the infrastructure upon which the Services rely to operate;
 - d. shall cooperate with CVL to keep the Secured Websites and the Services

- secure;
 - e. shall adhere to security directives and security practices CVL may notify to you in writing from time to time in respect of accessing the Secured Websites and/or using the Services; and
 - f. shall provide any details reasonably requested by CVL to maintain the security of the Secured Websites and the Services.
- 3.3 You must ensure that CVL Materials uploaded by you or otherwise caused to be uploaded by you and/or with third parties:
- a. are properly licensed for inclusion and use on the Secured Websites and as part of the Services;
 - b. you grant to CVL a worldwide, irrevocable, non-exclusive, royalty-free licence to use, reproduce, process, adapt, publish, translate and distribute the content for the purposes of making it available on the Secured Websites and for the purpose of furthering the Services for the benefit of our Client for the duration of our legal relationship with our Client;
 - c. are true, accurate, current, complete and not misleading; and
 - d. do not infringe the Intellectual Property Rights of any third party.
- 3.4 CVL reserves the right, in its sole discretion, to deny you access to the Secured Websites in the event of a suspected security threat caused by or associated with your login details, and/or such other security threat by which your account may be compromised or effected.

4 Warranties

- 4.1 You will not and will not attempt to:
- a. disseminate Malware to the Secured Websites or the Services;
 - b. probe, scan or test for vulnerabilities of the Secured Websites without our permission given in writing;
 - c. circumvent any authentication or security systems or processes on or relating to the Secured Websites;
 - d. use login details which have not been assigned to you personally;
 - e. impose an unreasonable load on the CVL Materials resources or resources of the Secured Websites (including bandwidth, storage capacity and processing capacity) by your own activity and/or in conjunction with any other person;
 - f. cause a security breach to any network resources;
 - g. conduct any systematic or automated data collection activities, including without limitation scraping, data mining, data extraction and data harvesting, save as authorised by our Client, as agreed with CVL in advance in writing;
 - h. use the Services other than by means of a Supported Browser;

- i. use data collected from the Services for any marketing activity; or
- j. hack or otherwise tamper with the Secured Websites or the Services.

5 Confidential Information

- 5.1 You agree to hold Confidential Information in confidence, treat the same as confidential, and not to disclose it to any third party, other than in accordance with this Policy. You agree to use a degree of care to preserve the secrecy and confidentiality of Confidential Information which is no less than a reasonable standard of care having regard for best practices of information security in the IT industry, and if higher, the same standard of care which our Client uses to protect its own confidential information.

6 Export Controls

- 6.1 You shall not export, directly or indirectly, any technical data acquired through CVL under this Agreement and/or make the Services available in contravention of any applicable laws or regulations in force in the UK, United States and/or European Union to any person or country:
- a. in respect of which the government or any agency thereof at the time of export requires an export licence or other governmental approval without first obtaining such licence or approval; and/or
 - b. which is referred to in UK Sanctions List, or equivalent in the United States and European Union; and/or
 - c. which is subject to trade sanctions, financial sanctions, arms embargoes and/or any other relevant sanction or prohibition.

7 Resources

- 7.1 In the event the bandwidth or disk space usage of in respect of your login account presents a risk to the stability, performance or up time of our servers, data storage, networking or other infrastructure, you may be required to cease all activity, and CVL may take action to restrict the resources you may use and/or end your permission to use the Secured Websites and/or the Services.
- 7.2 Proxy services and VPNs are often used to hide users' true IP address and/or location. This presents CVL with a number of legal and security issues. Accessing our services with proxy services is expressly prohibited. Where CVL finds proxy services have been used to login to the Secured Websites or to disguise your location, CVL reserves the right to terminate your account and services used in this manner without notice and/or report the matter to our Client as appropriate.

8 Definitions

- 8.1 Unless the context necessarily requires, the terms above shall have the following

meanings:

Confidential Information means any information, data, material or document (a) made available to you by accessing and/or using the Services, (b) disclosed to you by or on behalf of CVL, our Client, and/or any supplier or customer of our Client, where at the time of disclosure was marked as "confidential", "sensitive" or in similar terms and/or

(c) should have been reasonably understood by you to be confidential;

Intellectual Property Rights means all intellectual property rights of any sort whatsoever, including patents, trade marks, service marks, trade names, design rights, copyright, confidential information, rights in know-how, design rights and database related rights, in each case whether registered or unregistered and

including applications for the grant of any of the foregoing and all rights or forms of protection having equivalent or similar effect to any of the foregoing which shall subsist anywhere in the world

Malware means malicious code, including without limitation viruses, worms, trojan horses, email bombs, spyware, adware, and keyloggers, socially engineered or otherwise howsoever

Supported Browser means a browser for a computer within the meaning of support.google.com/mail/answer/6557, with JavaScript and cookies enabled.

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