

Verbatim Executive Search Website Terms & Conditions

These website terms (the “Terms”) set out the terms and conditions upon which we, Verbatim Executive Search, Suite 4, Amersham House, Mill St, Berkhamsted HP4 2DT make available our website (the “Website”), any content and features published on the Website or otherwise made available to you (“Content”) to visitors, subscribers, users and other individuals who directly or indirectly access the Website or Content or contact us (each a “User”, “you”, “your”).

If you have any questions, complaints or other requests you can contact us [here](#).

By using our Website or Content, you confirm that you accept these Terms and that you agree to comply with them. If you do not agree to these Terms, you must not use our Website and Content.

These Terms incorporate by reference the following documents, which you will be bound by:

- Our Privacy Policy, which explains how we process any personal data about our Users; and
- Our Acceptable Use Policy, which sets out the permitted uses and prohibited uses of our Website and Content.

To the extent of any conflict, the above-mentioned documents will prevail over these Terms.

Our Website and Content are not aimed at minors, and all Users should be over 18 years old.

You are also responsible for ensuring that all persons who access our Website or Content through your internet connection are aware of these Terms and that they comply with them.

CHANGES

We may amend these Terms from time to time at our sole discretion by posting amended terms to the Website. Every time you wish to use our Website or Content, please check these Terms to ensure you understand the terms that apply at that time.

We may update and change our Website and Content from time to time to reflect changes to our products and services, our Users’ needs and our business priorities.

SUSPENSION AND TERMINATION

We do not guarantee that our Website and Content will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part

of our Website and Content for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

We reserve the right, at our sole discretion, to terminate or restrict your access to our Website and Content at any time, without notice.

We have no obligation to maintain any intellectual property content on our site or to forward any unread or unsent messages to you or any third party.

Failure to comply with our Acceptable Use Policy constitutes a material breach of these Terms, and may result in our taking any action we may deem appropriate including all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use or access our Website and Content.
- Immediate, temporary or permanent removal of any Contribution (as defined below) uploaded by you to our Website.
- Issue of a warning to you.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach, or further legal action against you.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

USE OF CONTENT

We are the owner or the licensee of all intellectual property rights in our Website and Content. Those works are protected by intellectual property laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any pages from our Website for your non-commercial personal use only. If you do download or print copies of this website or any extracts from it, you must retain any copyright or intellectual property notices contained in the original material. You are solely responsible for any intellectual property right violations you may incur because of your activities on our website. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs or any graphics separately from any accompanying text. Our status (and that of any identified contributors) as the authors of all Content must always be acknowledged by adding the following text “Copyright of Verbatim Executive Search and its licensors. All Rights Reserved.”.

You must not use any part of our Content for commercial purposes without obtaining a licence to do so from us and our licensors.

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

We are committed to respecting the intellectual property rights of others. If you believe that this Website has infringed your intellectual property, please contact us without delay.

WHAT WE PROVIDE

Our Content is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action based on our Content.

We shall not be responsible or liable for any losses or damage that anyone may suffer because of relying on the information provided on our Website or in our Content, nor shall any of the companies in our group.

Although we make reasonable efforts to update our Content, where appropriate, we make no representations, warranties or guarantees, whether express or implied, that our Content is accurate, complete or up to date.

OUR LIABILITY

We exclude all implied conditions, warranties, representations or other terms that may apply to our Website or Content.

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 use of, or inability to use, our Website or Content, or use of, or reliance on, our Website or Content or User-generated content.

We will not be liable for:

- Loss of profits, sales, business, or revenue
- Business interruption
- Wasted expenses
- Loss of anticipated savings
- Loss of business opportunity, goodwill or reputation
- Any indirect or consequential loss or damage.

We exclude our liability for all action we may take in response to breaches of these Terms.

Please note that we only provide our Website for domestic and private use. You agree not to use our Website for any commercial or business purposes, and we have no

liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

However, no liability provision shall be interpreted to 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 or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation and any applicable consumer rights.

WE ARE NOT RESPONSIBLE FOR VIRUSES

We cannot guarantee the speed or security of the Website and Content. We shall not be responsible for the presence of any viruses, electronic bugs, Trojan horses, etc., and any damage that they may cause or loss that you may suffer, directly or indirectly, because of a virus attack that is traced to our Website and Content.

You are responsible for configuring your information technology, computer programmes and platform to access our Website and Content. You should use your own virus protection software.

LINKS TO OUR WEBSITE OR CONTENT

Links to, and embedding text from, our Website and Content are permitted as long as they are used verbatim and not changed or distorted. We reserve the right that links and embedded text be removed from any linking site or object at our sole discretion at any time.

We will not allow any use of our logo as a 'hot' link to our Website and Content unless we approve the establishment of such a link in advance and in writing.

Where our Website and Content contain links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We exclude all liability for any third-party material made available on/in our Website and Content or contained on any third-party website that it links to. Any contract concluded with a third-party company of a linked site will be between you and that company only and will be subject to their terms and conditions. You are responsible for viewing and complying with the privacy policy and terms of use posted at the linked sites.

GENERAL & GOVERNING LAW

You may not assign, sub-license, or otherwise transfer any of your rights under these Terms. If any provision of these Terms is found to be invalid for any reason, the invalidity of that provision will not affect the remaining provisions of these Terms, which shall

remain in full force and effect. Failure by either of us to exercise any right or remedy under these Terms does not constitute a waiver of that right or remedy.

ACCEPTABLE USE POLICY

PROHIBITED USES

You may use our Website and Content only for lawful purposes. You may not use our Website and Content:

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect.
- To harm or attempt to harm minors in any way.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards as set out below.
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit or introduce any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You further agree:

- Not to reproduce, duplicate, copy or re-sell any part of our Website and Content in contravention of the provisions of the Terms
- Not to access without authority, interfere with, damage or disrupt:
 - Any part of our Website and Content
 - Any equipment or network on which our Website and Content are stored
 - Any software used in the provision of our Website and Content; or
 - Any equipment or network or software owned or used by any third party.
- Not to attempt to gain unauthorised access to our Website and Content, the server on which our Website and Content are stored or any server, computer or database connected to our Website and Content. You must not attack our Website and Content via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you could commit a criminal offence under the relevant legislation. We will report any such breach to the relevant law enforcement authorities, and we will co-operate with those authorities by

disclosing your identity to them. In the event of such a breach, your right to use our Website and Content will cease immediately.

INTERACTIVE FEATURES

We may from time to time provide interactive features on our Website.

We will do our best to assess any possible risks for Users (and in particular, for children) from third parties when they use any interactive features provided on our Website, and we will decide in each case whether it is appropriate to use moderation of the relevant interactive feature (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any interactive feature we provide on our Website, and we expressly exclude our liability for any loss or damage arising from the use of any interactive features by a User in contravention of our Content Standards (set out below), whether the feature is moderated or not. Where we do moderate an interactive feature, we will normally provide you with a means of contacting the moderator, should a concern or difficulty arise.