

**CONSULTANCYROLEFINDER.COM**  
**WEB SITE SERVICE AGREEMENT/TERMS OF USE**  
**22<sup>ND</sup> MAY 2008**

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Top Appointments Ltd. provides its service to you ("User"), subject to the following Terms of Use ("TOU"), which may be updated by Top Appointments Ltd. from time to time without notice to you. You should review the TOU periodically for changes at: <http://www.consultancyrolefinder.co.uk/VisitorTANDCs.pdf>.

**1. DEFINITIONS**

<b>Services</b>	The services which are available on the Sites for use by the User
<b>The Sites:</b>	the websites found at the URLs ConsultancyRoleFinder.com, ConsultancyRoleFinder.co.uk
<b>Top Appointments Ltd.</b>	Top Appointments Limited a company registered in England and Wales under Company Registration Number 5903962
<b>TOU</b>	This agreement
<b>User</b>	You - the visitor to The Sites
<b>User Account</b>	Information provided to The Sites by the User for access by the User

**2. ACCEPTANCE OF TERMS**

The services that Top Appointments Limited provides to User is subject to the following Terms of Use ("TOU"). Top Appointments Limited reserves the right to update the TOU at any time without notice to User. The most current version of the TOU can be reviewed by clicking on the "Terms & Conditions" hypertext link located at the bottom of our Web pages. Unless explicitly stated otherwise, any new features that augment or enhance the current Service, including the release of new features, shall be subject to the TOU. You acknowledge and agree that the Service is provided "AS IS" and that ConsultancyRoleFinder assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalisation settings.

In order to use the Service, you must obtain access to the World Wide Web, either directly or through devices that access web-based content, and pay any service and/or telephony fees associated with such access. In addition, you must provide all equipment necessary to make such connection to the World Wide Web, including a computer and modem or other access device.

- A. This Agreement, which incorporates by reference other provisions applicable to use of The Sites, including, but not limited to, supplemental terms and conditions set forth hereof ("Supplemental Terms") governing the use of certain specific material contained in The Sites, sets forth the terms and conditions that apply to use of The Sites by User. By using The Sites (other than to read this Agreement for the first time), User agrees to comply with all of the terms and conditions hereof. The right to use The Sites is personal to User and is not transferable to any other person or entity. User is responsible for all use of User's Account (under any screen name or password) and for ensuring that all use of User's Account complies fully with the provisions of this Agreement. User shall be responsible for protecting the confidentiality of User's password(s), if any.
- B. TOP APPOINTMENTS LTD. shall have the right at any time to change or discontinue any aspect or feature of The Sites, including, but not limited to, content, hours of availability, and equipment needed for access or use.

### **3. CHANGED TERMS**

TOP APPOINTMENTS LTD. shall have the right at any time to change or modify the terms and conditions applicable to User's use of The Sites, or any part thereof, or to impose new conditions, including, but not limited to, adding fees and charges for use. Such changes, modifications, additions or deletions shall be effective immediately upon notice thereof, which may be given by means including, but not limited to, posting on The Sites, or by electronic or conventional mail, or by any other means by which User obtains notice thereof. Any use of The Sites by User after such notice shall be deemed to constitute acceptance by User of such changes, modifications or additions.

### **4. DESCRIPTION OF SERVICES**

Through its Web property, TOP APPOINTMENTS LTD. provides User with access to a variety of resources, including download areas, communication forums and product information (collectively "Services"). The Services, including any updates, enhancements, new features, and/or the addition of any new Web properties, are subject to the TOU.

### **5. EQUIPMENT**

User shall be responsible for obtaining and maintaining all telephone, computer hardware, software and other equipment needed for access to and use of The Sites and all charges related thereto.

### **6. USER CONDUCT**

- A. User shall use The Sites for lawful purposes only. User shall not post or transmit through The Sites any material which violates or infringes in any way upon the rights of others, which is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, which encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law, or which, without TOP APPOINTMENTS LTD.'s express prior approval, contains advertising or any solicitation with respect to products or services. Any conduct by a User that in TOP APPOINTMENTS LTD.'s discretion restricts or inhibits any other User from using or enjoying The Sites will not be permitted. User shall not use The Sites to advertise or perform any commercial solicitation, including, but not limited to, the solicitation of users to become subscribers of other on-line information services competitive with TOP APPOINTMENTS LTD.
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## 7. USE OF SERVICES

The Services may contain e-mail services, bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, photo albums, file cabinets and/or other message or communication facilities designed to enable User to communicate with others (each a "Communication Service" and collectively "Communication Services"). User agrees to use the Communication Services only to post, send and receive messages and material that are proper and, when applicable, related to the particular Communication Service. By way of example, and not as a limitation, User agrees that when using the Communication Services, User will not:

- Use the Communication Services in connection with surveys, contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise).
- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information.
- Upload, or otherwise make available, files that contain images, photographs, software or other material protected by intellectual property laws, including, by way of example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless User own or control the rights thereto or have received all necessary consent to do the same.
- Use any material or information, including images or photographs, which are made available through the Services in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party.
- Upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another.
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## **8. MEMBER ACCOUNT, PASSWORD, AND SECURITY**

If any of the Services requires User to open an account, User must complete the registration process by providing TOP APPOINTMENTS LTD. with current, complete and accurate information as prompted by the applicable registration form. User also will choose a password and a user name. User is entirely responsible for maintaining the confidentiality of User's password and account. Furthermore, User is entirely responsible for any and all activities that occur under User's account. User agrees to notify TOP APPOINTMENTS LTD. immediately of any unauthorized use of User's account or any other breach of security. TOP APPOINTMENTS LTD. will not be liable for any loss that User may incur as a result of someone else using User's password or account, either with or without User's knowledge. However, User could be held liable for losses incurred by TOP APPOINTMENTS LTD. or another party due to someone else using User's account or password. User may not use anyone else's account at any time, without the permission of the account holder.

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