



Website Terms & Conditions

VizCareer is : VizCareer Digital Ltd. We have our registered office at 2 Walker Street, Edinburgh, EH3 7LB, Company Registration Number: SC 582962

1 About our Terms

1.1 These Terms explain how you may use this website (the "Site") which is provided by VizCareer Digital Ltd ("VizCareer")

1.2 References in these Terms to the Site includes the following websites: www.VizCareer.com and all associated web pages.

1.3 You should read these Terms carefully before using the Site.

1.4 By accessing or using the Site or otherwise indicating your consent, you agree to be bound by these Terms and the documents referred to in them.

1.5 If you do not agree with or accept any of these Terms, you should stop using the Site immediately.

1.6 If you have any questions about the Site, please contact us by:

1.6.1 e-mail: Debbie.stewart@VizCareer.com (Monday to Friday: 9am to 5.00pm), or

1.6.2 telephone: +44 (0) 141 465 7646 (Monday to Friday: 9am to 5.00pm). We may record calls for quality and training purposes.

1.7 Definitions

"Cookie Policy" means the policy Privacy & Cookie policy, which governs how we use cookies in the Site;

"Content" means any text, images, video, audio or other multimedia content, software or other information or material submitted to or on the Site;

"Privacy Policy" means the policy Privacy & Cookie policy, which governs how we process any personal data collected from you;

"Site" has the meaning given to it in clause 1.1;

"Terms" means these terms and conditions of use as updated from time to time under clause 11;

"Unwanted Submission" has the meaning given to it in clause 4.1;

"We", "us" or "our" means VizCareer Digital Ltd, a company incorporated in Scotland with company number SC 582962 whose registered office is at 2 Walker Street, Edinburgh, EH3 7LB;

"You" or "your" means the person accessing or using the Site or its Content.



1.8 Your use of the Site means that you must also comply with our Privacy Policy and our Cookie Policy, where applicable.

2 Using the Site

2.1 The Site is for your personal use only.

2.2 If you choose to access the Site from locations outside the UK, you are responsible for compliance with local laws where they are applicable.

2.3 We seek to make the Site as accessible as possible. If you have any difficulties using the Site, please contact us at Debbie.stewart@vizcareer.com.

2.4 We may prevent or suspend your access to the Site if you do not comply with any part of these Terms, any terms or policies to which they refer or any applicable law.

3 Ownership, use and intellectual property rights

3.1 This Site and all intellectual property rights in it including but not limited to any Content are owned by us, our licensors or both (as applicable). Intellectual property rights means rights such as: copyright, trade marks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind whether or not they are registered or unregistered (anywhere in the world). We and our licensors reserve all of our and their rights in any intellectual property in connection with these Terms. This means, for example, that we and they remain owners of them and free to use them as we and they see fit.

3.2 Nothing in these Terms grants you any legal rights in the Site other than as necessary to enable you to access the Site. You agree not to adjust to try to circumvent or delete any notices contained on the Site (including any intellectual property notices) and in particular in any digital rights or other security technology embedded or contained within the Site.

3.3 The name 'VizCareer' and associated logos are our trade marks. Other trade marks and trade names may also be used on this Site. The use of any trade marks on the Site is strictly prohibited unless you have our prior written permission.

4 Submitting information to the Site

4.1 While we try to make sure that the Site is secure, we cannot guarantee the security of any information that you supply to us and therefore we cannot guarantee that it will be kept confidential. For that reason, you should not let us have any patentable ideas or patent applications, advertising or marketing suggestions, prototypes, or any other information that you regard as confidential, commercially sensitive or valuable ("Unwanted Submissions"). While we value your feedback, you agree not to submit any Unwanted Submissions.

4.2 We may use any Unwanted Submissions as we see reasonably fit on a free-of-charge basis (bear in mind that we have no way of knowing whether such information is confidential, commercially sensitive or valuable because we do not monitor the Site to check for these matters). Therefore, we



will not be legally responsible for keeping any Unwanted Submissions confidential nor will we be legally responsible to you or anybody else for any use of such Unwanted Submissions.

5 Accuracy of information and availability of the Site

5.1 While we try to make sure that the Site is accurate, up-to-date and free from bugs, we cannot promise that it will be. Furthermore, we cannot promise that the Site will be fit or suitable for any purpose. Any reliance that you may place on the information on this Site is at your own risk.

5.2 We may suspend or terminate operation of the Site at any time as we see fit.

5.3 Content is provided for your general information purposes only and to inform you about us and our products and news, features, services and other websites that may be of interest. It does not constitute technical, financial, marketing or legal advice or any other type of advice and should not be relied on for any purposes.

5.4 While we try to make sure that the Site is available for your use, we do not promise that the Site is available at all times nor do we promise the uninterrupted use by you of the Site.

6 Hyperlinks and third party sites

The Site may contain hyperlinks or references to third party websites other than the Site. Any such hyperlinks or references are provided for your convenience only. We have no control over third party websites and accept no legal responsibility for any content, material or information contained in them. The display of any hyperlink and reference to any third party website does not mean that we endorse that third party's website, products or services. Your use of a third party site may be governed by the terms and conditions of that third party site.

7 Limitation on our liability

7.1 The material displayed on our Site is provided "as is" without any guarantees, representations, conditions or warranties as to its accuracy.

7.2 If your use of material on our Site results in the need for servicing, repair or correction of equipment, software or data, you assume all costs thereof.

7.3 To the fullest extent permitted by law, we and any third parties connected to us hereby expressly exclude:

7.3.1 All express and implied guarantees, representations, conditions, warranties and other similar terms of whatsoever nature.

7.3.2 Any implied terms for relevant jurisdiction which, but for this legal notice, might have effect in relation to our Site.

7.3.3 Any liability for any direct, indirect or consequential loss or damage incurred by any user (including without limitation, any direct, indirect, punitive or consequential loss or damage, or any

loss of income, business, revenue, profits, anticipated savings, goodwill, data, contracts, use of money, or loss or damage arising from or connected in any way to business interruption, wasted management or office time, or any distributed denial-of-service attack, and whether arising in tort or delict, including without limitation negligence, contract or otherwise) and any other loss or damage howsoever occurring even if foreseeable, in connection with our Site or in connection with the use, inability to use, or results of the use of our Site, any websites linked to it and any materials posted on it or any viruses or technologically harmful material that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing our Site or your downloading of any material from our Site or any websites linked to our Site.

7.3.4 Nothing in these terms operates so as to exclude, limit or restrict our liability for death, personal injury caused by our negligence or fraudulent misrepresentation.

8 Linking to our Site

8.1 If you would like to link to our Site, you may only do so on the basis that you link to, but do not replicate, the home page of or any page within our Site, and subject to the following conditions:

8.1.2 You do not remove, distort or otherwise alter the size or appearance of any logos on our Site.

8.1.3 You do not create a frame or any other browser or border environment around our Site.

8.1.4 You do not engage in any form of inline or deep linking with regard to any material within our Site.

8.1.5 You do not in any way imply that we endorse any products or services other than our own.

8.1.6 You do not misrepresent your relationship with us nor present any other false information about us.

8.1.7 You do not otherwise use any logos or trade marks displayed on our Site without our express written permission or where the logo or trade mark belongs to a third party the permission of the owner.

8.1.8 You do not link from a website that is not owned by you.

8.1.9 Your website does not contain content that is distasteful, offensive or controversial, infringes any intellectual property rights or other rights of any other person or otherwise does not comply with all applicable laws and regulations.

8.2 We expressly reserve the right to revoke the right granted in this clause for breach of these terms and to take any action we deem appropriate.

8.3 You shall fully indemnify us for any loss or damage suffered by us as a result of your breach of this clause.

9 Viruses, hacking and other offences

9.1 You must not misuse our Site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or impairs the performance or functionality of our Site or our information technology systems.

9.2 You must not attempt to gain unauthorised access to our Site, the server on which our Site is stored or any server, computer, database or other system connected to our Site.

9.3 You must not attack our Site via a denial-of-service attack or a distributed denial-of service attack.

9.4 By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990.

9.5 We will report any such breach to the relevant law enforcement authorities and we will cooperate with those authorities by disclosing your identity and any other related data we hold to them.

9.6 In the event of such a breach of these terms of use, your right to use our Site will cease immediately.

10 Events beyond our control

We shall have no liability to you for any breach of these Terms caused by any event or circumstance beyond our reasonable control including, but not limited to, strikes, lock-outs or other industrial disputes; breakdown of systems or network access; or flood, fire, explosion or accident.

11 Rights of third parties

No one other than a party to these Terms has any right to enforce any of these Terms.

12 Variation

These Terms are dated 14th November 2018. No changes to these Terms are valid or have any effect unless agreed by us in writing. We reserve the right to vary these Terms from time to time. Our updated terms will be displayed on the Site and by continuing to use and access the Site following such changes, you agree to be bound by any variation made by us. It is your responsibility to check these Terms from time to time to verify such variations.



13 Disputes

13.1 We will try to resolve any disputes with you quickly and efficiently.

13.2 If you are unhappy with us please contact us as soon as possible.

13.3 If we cannot resolve a dispute using our complaint handling procedure, we will:

13.3.1 let you know that we cannot settle the dispute with you; and

13.3.2 give you certain information about our alternative dispute resolution provider.

13.4 Relevant Scottish law will apply to these Terms and, if you want to take court proceedings, the relevant courts of Scotland will have exclusive jurisdiction in relation to these Terms.

14 Accuracy of Billing and Account Information

14.1 We reserve the right to refuse any order you place with us.

You agree to provide current, complete and accurate purchase and account information for all purchases made on our website. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.