



You only need one job, so get a TipTopJob

## Business Terms & Conditions

These Terms & Conditions are the basis for Clients and Agencies using this web site. These Business Terms and Conditions are in addition to the Site Terms and Conditions. The site is operated by Global Internet Services Limited under licence and the terms relate to all the TipTopJob domain names registered throughout the world. For reference throughout these terms, all uses of TipTopJob relate to all Global Internet Services companies, a list will be provided in the 'about us' at the bottom of the Web site page. The terms relate to all the TipTopJob country domain names and sub domain names registered throughout the world which include all of the **theINDUSTRYjob.com** and **theLOCALjob.com** web sites.

TipTopJob have a range of Industry based Job web sites, known as **theINDUSTRYjob** sites which allows access using our vertical industry based sites. TipTopJob also has a third option to allow access on a local town, county or country basis and is called **theLOCALjob.com**. Candidates may base their access through any of these sites and allows a Client multiple options for their Jobs to be seen and dependent on the User's preference on finding Jobs. All services can be provided by picking the appropriate Country domain and Industry.

In all aspects in this document, all references to TipTopJob also apply to **theINDUSTRYjob** and to **theLOCALjob.com**.

### Employment Agencies & Employment Business Regulations

If you are an employment agency or an employment business in a country where there is a legal regulation, it is your responsibility to ensure that advertisements you place on TipTopJob comply with the obligations under that legislation. You agree to comply with that legislation as they affect the conduct of your business and the advertisements you place on TipTopJob.

### Site Rules

From time to time, TipTopJob will set site rules for Candidates, Agencies and Direct Clients. This is to ensure a fair and reasonable use of the site for all concern. The site rules will be provided in the static information of the site. You agree that we may, at our discretion and without liability to you, remove from TipTopJob any advertisement, which is posted in breach of these rules. The rules may change from time to time and you are advised to refer to them regularly.

### Governing Law

These terms and conditions shall be interpreted in accordance with English law and the English courts shall decide all disputes.

### Buying services

#### Job advertisements

Job advertisements are provided on the site by Agencies and prospective employers and their agents. We accept no responsibility or liability for the contents of advertisements and expect candidates to carry out such verification procedures as are they feel necessary.

#### Pay Per Application

Clients can contract for the Pay Per Application option whereby they can advertise any number of jobs within the boundary of the amount of Credits that have been added. On each Application made by a Candidate, one Credit is deducted for each APPLY that the Candidate requests. Where a Client runs out of credit, Applications will be stored and can be optionally released when additional credit has been added.

#### Banner Advertising

Advertisers are responsible for booking Banner advertisements online and for ensuring that material submitted for inclusion on TipTopJob complies with all relevant laws and regulations. The advertisements can be supplied in 2 sizes, which are for placement on appropriate pages within the TipTopJob sites. The Support team will authorize all banner advertisements before they become live to ensure the images are acceptable. On

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Associated & Subsidiary Companies: TipTopJob (Australia) Pty Ltd, TipTopJob Inc (USA)

London Maidenhead : New York : Sydney

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registering a new banner, an email is automatically sent to the Support team and they will confirm that the advertisement is acceptable and make it 'active'. TipTopJob will not take responsibility for any error, omission or inaccuracy in advertising material.

Banner Advertisements are available to be viewed by each Domain and by each Industry Sector and are available in 2 different positions:

1. Top of every page: An advertisement will be served and viewed during the show of that page. For each 'submit' by the User (i.e. change of page), the Server will acquire the least used advertisement for this Domain/Industry to ensure the balance of views are even. Advertisements from a pool of Clients will be made available within each Domain/Industry thereby ensuring premium show time.

2. Middle of the Home page: normally a maximum of 6 advertisements will be served at any one refresh. For each 'submit' by the User (i.e. change of page), the Server will acquire the least exposed advertisements from a pool of advertisements from different Clients for that Domain/Industry.

### Content & Links

If your advertisement uses a hyperlink to another site, you are responsible for maintaining the links and for the content of your advertisement and the linked site. We may remove from TipTopJob any advertisement, which contains content or links to a site which, in our opinion, is defamatory or objectionable and will bring TipTopJob into disrepute. You will indemnify us from and against any claims or liability arising from content or links contained in your advertisements.

### Email Marketing

TipTopJob offers Clients an E-shot Campaign, sending a supplied message that will be put into an email, and sent to a selection of people on our databases and where they have not opted out from third party emails. The selection will be filtered by Country; Industry Sector and other demographic options and an estimate of the quantity of emails that will be sent will be supplied on request. TipTopJob cannot give any guarantee of responses and is providing the E-shot as an advertising medium. Payment for E-Shots must be paid for in advance.

### Responses to advertisements

You agree to deal fairly and professionally with individuals who may respond to an advertisement you have posted or an E-shot that we have sent on your behalf, and not do anything, which may bring TipTopJob into disrepute. You will indemnify TipTopJob from and against any claim brought by an individual against TipTopJob arising from your breach of this obligation or any other of these terms and conditions. We do not guarantee any response to your advertisement or that responses will be from individuals suitable for the job advertised or related to the E-shot sent. For Job advertising, it is your responsibility to carry out such checks and procedures as are necessary to ensure that candidates are suitable for the job advertised and have the required qualifications and personal characteristics.

### Advertising Terms

These terms and conditions apply to all advertising material (hereinafter called 'JobAds') accepted by TipTopJob for display on any of our web sites. By placing JobAds you accept these terms and conditions as principal, even if you are acting as agent or buyer for the actual advertiser. All JobAds are purchased online or by signing a TipTopJob order and are unavailable to be cancelled or to make alterations. You are responsible for the content of the JobAds and for ensuring that it complies with all relevant legislation and codes of practice. If we receive complaints about the content of the JobAds we may, at our discretion, remove the JobAds from the site without reference or liability to you. You will indemnify us against any claim that the JobAds or its content infringes the intellectual property rights or other rights of others or is defamatory or otherwise offensive. If you are an employment agency or employment business, and are required to be regulated, it is your responsibility to ensure the advertisements you place on TipTopJob comply with the various regulations made under the legislation. You are also responsible for fulfilling and dealing with any orders or enquiries relating to the goods or services to which the JobAds relate and you will indemnify and hold us harmless accordingly.

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Your sole remedy if we, or our third party subcontractors who may host and serve JobAds from time to time, make an error in displaying any JobAds is the cost of re-running the relevant JobAds. Neither we, nor our subcontractors, shall be liable in any circumstances for any loss of profit or business. We shall, additionally, have no liability for failure to display the JobAds caused by circumstances outside our control.

### **Sales or Government Taxes**

Where appropriate, Sales or Government taxes will be added as follows:

If TipTopJob has a Sales office in the same country as the person buying then VAT is payable on all amounts invoiced, at the applicable rate for that country.

For Countries in the European Union (EU) and where there is no TipTopJob Sales office, VAT is payable at the following rates: If your Company/Business is registered locally for VAT and can provide a valid VAT registration, a zero rate is applied. In all other cases, the appropriate VAT rate for Advertising Services from the supplying Country is chargeable. TipTopJob has the right to change this tax immediately, or even back date, if any local Country changes the rules to Internet sales. At the time of reviewing these Terms, there is no Sales Tax in the USA.

### **Payment & Currency**

The TipTopJob services are divided into several groups, Job Registrations; Job Pay Per Application; Banner Advertising; CV/Resume/Profile Database search; E-shot Marketing; Newsletter Sponsorship, and Credits are purchased within each group. All Users specify in their Profile, which currency is their base currency, subject to available currencies for that country, TipTopJob will show the value in that Currency as an approximate value. The actual value will be shown dependent on the payment service that is chosen. Normally, the standard Currencies are GBP (Sterling), EUR (Euros) and USD (US dollars) but others may be offered by the Payment Systems currently in use. . Credits can be purchased online in a variety of currencies and you can print the invoice off from the system. Payment is required in advance to the appropriate TipTopJob office by form of cheque, money order, Bank transfer or by credit card. Refunds will be given at the discretion of the Company Management.

The Credit Card payments are operated by either RBSWorldPay.com; PayPal or Google, dependent on if they are being included. TipTopJob bases it's charging on Sterling and sets a convenient conversion rate that is approximate to the exchange rates at the time so that rounding up or down make the values equate more easily. TipTopJob have the right to change the conversion rate for any currency on the first working day of each week.

### **Payment terms**

Unless otherwise agreed by us in writing, payments are due in advance by buying Credits for the services required. Where credit terms have been offered, any late payment will incur a charge of interest at 4% above the base rate of the UK Central Bank as advertised in the UK Financial Times on all overdue payments. TipTopJob have the right to turn off any facility where outstanding monies have not been paid and any further stage payments will be payable immediately.

### **Contract cooling off period**

Where a Contract is signed with TipTopJob, a seven day cooling off period is allowed from the date of the Contract. The Client will inform TipTopJob in writing by letter or email that they wish to cancel the Contract. If any of the services under the Contract are used during this time then the cooling period will be terminated from the time first used and the Contract will be deemed to be active.

### **Statistical information**

Where we provide statistical information based on the use of the site, namely, number of CVs by industry sector; number of jobs by industry sector; a client's or individual's access statistics, it will not include any information that enables anyone to identify individuals or clients.

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### **Third party sites**

Jobs that are added to TipTopJob may also appear on third party recruitment web sites pursuant to agreements from time to time between TipTopJob and the proprietors of such web sites. Automatic links, which pass Job registrations to other sites, are done with best intentions but no liability is accepted by TipTopJob for its contents or its publication elsewhere. It is your responsibility to ensure that you have sufficient credit for them to accept the advertisement.

### **Database information**

#### **Deletion of data**

You agree to delete all material from the candidate database upon its replacement with up-to-date material or the satisfactory conclusion of your search for a suitable candidate, whichever occurs first.

#### **Use of the database**

Dependent on the services purchased, you are entitled to receive data from the candidate database.

On receipt of this material you may:

- Search & use it for the purpose of finding suitable candidates for specific job vacancies that you, or on behalf of a Client, want to fill;
- Use the information about the individuals contained in the database for the purpose of contacting them either directly or through TipTopJob depending on the services you have purchased and in relation to a specific job vacancy.

You may NOT:

- Supply material from the candidate database, or a copy of it, to any other person, including another member of your group of companies;
- Use the material to create your own database of candidates or incorporate it into your own existing database of candidates; or
- Contact the individuals on the database or make or allow any use of the information about those individuals, other than for the purpose of finding suitable candidates for specific job vacancies.

#### **Dealings with Candidates**

You agree to deal fairly and professionally with individuals you may contact using information from the candidate database and not do anything that may bring TipTopJob into disrepute. You will indemnify TipTopJob from and against any claim brought by an individual against TipTopJob arising from your breach of this obligation or any other of these terms and conditions.

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