**TERMS AND CONDITIONS OF USE OF WEBSITE**

BE SURE TO READ THE TERMS AND CONDITIONS BELOW (“**TERMS OF USE**”), AS THEY APPLY TO YOUR USE OF THIS WEBSITE (“**WEBSITE**”) AND CONTROL ALL ASPECTS OF YOUR ACCESS TO AND USE OF THE WEBSITE.

If you do not accept these Terms of Use in full, the use of the Website must be terminated immediately.

The Website presents information, data, content, news, reports, programs, video, audio and other materials and services including e-mail alert service, communications, transmissions and other items, tangible or intangible (collectively, the “**Information**”).

1. **Change of Terms**

Elliott Scott HR Recruitment Limited (“**Company**”, “**us**”, “**we**”) may change the Terms of Use from time to time in our sole discretion without notice or liability to you. By continuing to use the Website following such modifications to the Terms of Use, you agree to be bound by such modifications.

1. **Changes to Website**

We may, at our absolute discretion and at any time, without prior notice to you, add to, amend or remove material from the Website, or alter the presentation, substance, or functionality of the Website.

1. **User Conduct on the Website**

As a condition of your use of the Website, you shall not:

* 1. trespass, break into, access, use or attempt to trespass, break into, access or use any other parts of our servers, and/or any data areas for which you have not been authorised by us;
  2. restrict or inhibit any other user from using and enjoying the Website;
  3. post or transmit any unlawful, fraudulent, libelous, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, offensive, or otherwise objectionable or unreasonable information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offence, give rise to civil liability, or otherwise violate any local, state, national or foreign law;
  4. post or transmit any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities or schemes or other unsolicited commercial communication, or engage in spamming or flooding;
  5. post or transmit any information or software which contains a virus, trojan horse, worm or other harmful component;
  6. post, publish, transmit, reproduce, distribute or in any way exploit any Information obtained through the Website for commercial purposes; or
  7. upload, post, publish, transmit, reproduce, or distribute in any way, any component of the Website itself or any Information obtained through the Website which is protected by copyright, or other proprietary right, or create derivative works with respect thereto, without our prior written permission.

You have no rights in or to the Information and you will not use the Information, except as permitted under these Terms of Use.

Without prejudice to the generality of the foregoing, if you upload your CV, upload your LinkedIn Profile, submit your CV, apply for a job or sign up for job alerts, you must ensure that the details provided by you at that or any other time are accurate, up-to-date and complete in all respects.

1. **Third Party Information**

The Information may contain information provided by third parties or sourced by us from news agencies, business information sources, press releases or other references or sources.

We are not responsible if any such Information is not up-to-date. We do not separately verify the Information provided by such third party or agency and you are cautioned thus as to the reliability and accuracy of the Information. We do not accept any responsibility whatsoever in respect of any such Information. Any use of and reliance on such Information is at your own risk.

1. **Prohibition of Access**

We reserve the right at all times to prohibit or deny your access to the Website or any part thereof immediately and without notice, where we are of the opinion that you have breached any of the terms contained in these Terms of Use or that such prohibition or denial is appropriate, desirable or necessary in our sole opinion.

1. **Links to and from the Website**

The links on the Website may take you to other sites and you acknowledge and agree that we have no responsibility for the accuracy or availability of any Information provided by linked websites.

Links to other websites do not constitute an endorsement by us of such websites or the Information, products, advertising or other materials available on those websites. We are unable to provide any warranty regarding the accuracy or completeness or legitimacy of the content of such websites, or the reliability, quality or effectiveness of any services or products provided through external websites.

1. **Intellectual Property Rights**

All intellectual property rights subsisting in respect of the Website belong to us or have been lawfully licensed to us for use on the Website. All rights under applicable laws are hereby reserved. Except with our express permission, you are not allowed to upload, post, publish, reproduce, transmit or distribute in any way any component of the Website itself or create derivative works with respect thereto, as the Website is copyrighted under applicable laws.

You agree that we are free to use, disclose, adopt and modify all and any ideas, concepts, knowhow, proposals, suggestions, comments and other communications and information provided by you to us (“**Feedback**”) in connection with the Website without any payment to you. You hereby waive and agree to waive all and any rights and claims for any consideration, fees, royalties, charges and/or other payments in relation to our use, disclosure, adoption and/or modification of any or all of your Feedback.

1. **Limited Liability and Warranty**
   1. All Information is for your general reference only. We do not accept any responsibility whatsoever in respect of such Information.

YOUR ACCESS TO AND USE OF OUR WEBSITE IS AT YOUR SOLE RISK AND IS PROVIDED ON 'AS IS' BASIS. THE WEBSITE IS FOR YOUR PERSONAL USE ONLY AND WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED.

IN JURISDICTIONS WHICH DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF LIABILITY, OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW. WE DO NOT ENDORSE, WARRANT OR GUARANTEE ANY MATERIAL, PRODUCT OR SERVICE OFFERED THROUGH US OR OUR WEBSITE.

* 1. We do not guarantee or assume any responsibility that:
     1. the Information on the Website is accurate, adequate, current or reliable, or may be used for any purpose other than for general reference;
     2. the Information on the Website is free of defect, error, omission, virus, malicious code, worms, Trojan horses or anything which may change, erase, add to or damage your software, data or equipment;
     3. messages sent through the internet will be free from interception, corruption or loss;
     4. access to the Website or to any links at the Website will be available or be uninterrupted and timely;
     5. defects in the Website will be corrected; or
     6. any employer or client will ask for a candidate’s information, ask to interview or hire a candidate, or that any candidates will be available or meet the needs of any employer or client.
  2. Further, we do not make any representations or otherwise in respect of the existence or availability of any job, vacancy, assignment or other engagement or appointment advertised on the Website.
  3. In no event shall we be liable to you or any other person for any direct, indirect, incidental, special, punitive or consequential damages, including any loss of business or profit, arising out of any use, or inability to use, the Information, even if we have been advised of the possibility of such damages.
  4. In no event will we be liable for any incidental, indirect, consequential, punitive or special damages of any kind, or any other damages whatsoever, including, without limitation, those resulting from loss of profit, loss of contracts or opportunity, loss of reputation, goodwill, data, information, income, anticipated savings or business relationships, whether or not the Company has been advised of the possibility of such damage, arising out of or in connection with the use of this website or any linked websites.
  5. You will exercise and rely solely on your own skill and judgment in your use and interpretation of the Information. You are responsible to ensure that your use of the Information complies with all applicable legal requirements.
  6. The limitation of liability contained in these Terms of Use will apply to the fullest extent permitted by applicable laws.

1. **Indemnity**

You agree to defend, indemnify and hold us, our employees, agents, officers, directors, contractors, suppliers and other representatives harmless from and against all liabilities, damages, claims, actions, costs and expenses (including, but not limited to, legal fees), in connection with or arising from your breach of these Terms of Use and/or your use of the Website. We may, if necessary, participate in the defence of any claim or action and any negotiations for settlement. No settlement which may adversely affect our rights or obligations shall be made without our prior written approval. We reserve the right, at our own expense and on notice to you, to assume exclusive defence and control of any claim or action.

1. **Privacy Policy**

For information about our privacy policies and practices, please refer to our Privacy Policy and Personal Information Collection Statement. Where personal data is collected in connection with the Services, you should also have reference to the Privacy Policy and Personal Information Collection Statement.

1. **Partial Invalidity**

The illegality, invalidity or unenforceability of any provision of these Terms of Use under the law of any jurisdiction shall not affect its legality, validity or enforceability under the laws of any other jurisdiction nor the legality, validity or enforceability of any other provision.

1. **Miscellaneous**

No waiver of any breach under these Terms of Use will amount to a waiver of any other breach. The headings in these Terms of Use are for convenience only and do not affect interpretation.

1. **Governing Law and Jurisdiction**

These Terms of Use shall be governed by the law of the Hong Kong Special Administrative Region of the People's Republic of China (“**Hong Kong**”). You agree to submit to the non-exclusive jurisdiction of the Hong Kong courts.

1. **Disclaimer**

The materials contained in the Website are provided for general information purposes only. Nothing on this Website should be taken to constitute professional advice or a formal recommendation and the Company hereby expressly excludes all representations and warranties whatsoever (whether implied by law or otherwise) relating to the content and use of the Website. We accept no responsibility for any loss, which may arise from reliance on information contained in the Website. You are urged to seek your own independent professional advice concerning your own situation and any specific questions that you may have.

This disclaimer of liability applies to any loss, damage or injury caused by any failure of performance, error, omission, interruption, deletion, defect, transmission blackout, incorrect data transmission, delay in operation or transmission due to internet traffic or otherwise, computer virus or other harmful item, communication line failure, theft or destruction or unauthorised access to, alteration of, or use of record, caused by your computer or for breach of contract, tortious behaviour, negligence, or under any other cause of action. You specifically acknowledge that we are not liable for any defamatory, offensive, or illegal conduct of other users or their parties and that the risk of injury from the foregoing rests entirely with the user.

The contents of other websites, services, goods or advertisements that may be linked from the Website are not maintained or controlled by us. We are therefore not responsible for the availability, content or accuracy of other websites, services or goods that may be linked from, or advertised on the Website. We do not:

* 1. make any warranty, express or implied, with respect to the use of the links provided on the Website;
  2. guarantee the accuracy, veracity, reliability, completeness, usefulness or adequacy of any other websites, services, goods or advertisements that may be linked from the Website; or
  3. make any endorsement, express or implied, of any other websites, services, goods or advertisements that may be liked from the Website.

We are also not responsible for the reliability or continued availability of the telephone lines and equipment you use to access the Website. You understand that we and/or third party contributors (if any) to the Website may choose at any time to inhibit or prohibit their content from being accessed under these Terms of Use.

Under no circumstances including but not limited to negligence shall we, our suppliers, third party agents, or any person or entity involved in creating, producing or distributing the Website be liable to you or for any third party claims or losses of any nature or direct, indirect, incidental, consequential, special, punitive or exemplary damages even if an authorised representative of us had been advised specifically of the possibility of such damages, arising from use of or inability to use the Website or any provision of the terms such as but not limited to loss of revenue or anticipated profits or lost business.

Copyright © 2016, Elliott Scott HR Recruitment Limited. All rights reserved.