

SITE TERMS



These Site Terms & Conditions are the basis for individuals, Clients and Agencies using this Job web site. Business Terms & Conditions are available to businesses that wish to buy Job Advertising, Web Services or CV/Resume Database access and are available when registering as a Client or Agency. The site is operated by Global Internet Services Limited, a UK registered company, under licence and the terms relate to all the TipTopCar domain names registered throughout the world. For reference throughout these terms, all uses of TipTopCar relate to all Global Internet Services companies, a list will be provided in the 'about us' at the bottom of each page.

Use of Site

By using the TipTopCar site and the services available, you are deemed to accept these terms & conditions and any additional terms & conditions, which include services and information, provided by third parties. The site is provided for the sole purpose of assisting individuals in finding employment and giving free career information to assist people in being better informed and prepared for their next job. The site also provides a facility for Clients and Agencies to advertise and view CV/Resumes online to recruit or source Candidates. It is the responsibility of Individuals to ensure personal information is not stored in the CV/Resumes uploaded to the site. Failure to remove your Name & Contact information allows Clients & Agencies to contact you without first going through the confidential email alert facility. Please note that we cannot accept any responsibility for the contents of any CV/Resumes. We receive them from candidates in good faith that the content is true, in a valid format to be read, and is a text based data document.

You may access, print and, where available, download information from the site for these purposes only and for no other personal or commercial purpose. You may not otherwise copy, display, email, fax, transmit or distribute any material from the site. All copyright, trademarks, database rights and other intellectual property rights in the site and the material available on the site belong to the owner of TipTopCar.com. Use of the site does not give you any proprietary rights in such materials.

Global Internet Services have the right to refuse any Job or Banner advertisement at its discretion without having to give any reason and may stop any Agency or Client from using the site. Where any trial has been offered, Global Internet Services have the right to end it without notice and remove any free credits allocated.

Browser & Operating System Policy

TipTopCar.com is provided to work on the current releases of Microsoft Internet Explorer and other web browsers. TipTopCar.com Users can enable or disable session cookies (enabling permanent cookies is recommended), and JavaScript, in their browser.

Our Services

Services and information provided on the site by us and/or our third party suppliers are intended to assist in the recruitment process. Neither we, nor our third party suppliers, can guarantee their suitability or prospects of success in any particular case. You should obtain independent verification before relying on information provided on the site in circumstances, which may result in loss or damage.

Disclaimer

Global Internet Services does not give any warranty or other assurance as to the operation,

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quality or functionality of the site. Access to the site may be interrupted, restricted or delayed for any reason. Global Internet Services also does not give any warranty or other assurance as to the jobs and content of the material appearing on the site, its accuracy, completeness, timelessness or fitness for any particular purpose.

To the full extent permissible by law, Global Internet Services disclaims all responsibility for any damages or losses (including, without limitation, financial loss, damages for loss in business projects, loss of profits or other consequential losses) arising in contract, tort or otherwise from the use of or inability to use the Site or any material appearing on TipTopCar web site, or from any action or decision taken as a result of using TipTopCar or any such material.

External Links

TipTopCar web site contains many links to external sites and is not responsible for, and has no control over, the content of such sites. Information on TipTopCar or available using hypertext links from TipTopCar, is made available without responsibility on the part of Global Internet Services. Global Internet Services disclaims all responsibility and liability (including for negligence) in relation to information on or accessible from TipTopCar web site.

Security

The site is hosted by out2out limited, which contains protection against unauthorized access using the latest firewall software and other security devices.

Site Availability

Global Internet Services and out2out will attempt to ensure continuous availability of the site and all the services but accept no responsibility for the consequences of interruptions or delays, however caused. The TipTopCar development team will intend to change its design and functionality from time to time in an attempt to improve the use and services on the site. We use our best efforts to ensure that the TipTopCar web site is available to users of the World Wide Web 24 hours a day, 7 days a week. At times the site may be partially or completely unavailable due to line or technical faults or reasons beyond our control such as failures by third party service providers or a risk of virus attack. It is our intention to deal with these situations as quickly as reasonably possible, but you agree that we shall have no financial liability to you in the event of such unavailability.

Limitation of Availability

Our liability, and the liability of our third party suppliers, for any loss or damage suffered by you as the result of your use of this site is limited to your actual direct damages and, except in the case of fraud, excludes any loss of future earnings, profit or prospects or any consequential or speculative loss. As required by law, this exclusion does not extend to death or personal injury caused by our negligence.

Data Protection

Our use of personal information and CV/Resumes supplied by users of this site is governed by the privacy policy. Information provided by third parties are taken in good faith and may be used but with the option available for Users to set themselves to opt out of their use on parts of the system.

I confirm that, to the best of my knowledge, the information I have registered is correct and that I have registered/re-registered of my own free will. By submitting my details I agree that

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the information given may be used for registration and purposes associated with finding me employment and may be passed on to relevant third parties as covered under the UK Data Protection Act.

Privacy

Global Internet Services will make every effort to comply with the obligations under the UK 1998 Data Protection Act. We understand that the information you or your agent provides on the database is confidential and we will use our best endeavour in maintaining it. Information acquired from a third party source will normally be set to inactive until you have given permission for its use.

Profile & CV/Resume Information

You will be requested for a series of information for us to hold and use on the site. This will contain your Name and contact information, categories, email alert categories, your CV/Resume, which can be uploaded or created online. Your information, or selected parts of the information, will be made available to be viewed and downloaded, by way of an online search over the Internet, by our Clients. These may be direct recruiters, employment consultants or other organisations, which pay for the service.

IMPORTANT: Your current employer may be either a Client using the TipTopCar web site or a Client of one of the Agencies that use the site. Global Internet Services cannot restrict the Clients or Agencies that access CV/Resumes on our database and cannot be held responsible for any eventuality. You can choose to opt in and out of making your information available depending on your employment requirements from time to time. Clients will be located in countries from all round the world and especially outside the European Union. The option is available for anyone to switch to different Global Internet Services but still request data from whatever country they desire.

When you register with the TipTopCar web site, you will first register and provide a User Key and password. You will create your own User Profile and upload one or more of your CV/Resumes and we will store the information on our databases. You can update or delete any of the information at any time. A Client can be stopped from viewing your CV/Resume if you have not consented to this within the User Profile section. It is your responsibility to ensure that your CV/Resume and contact details are kept up to date. You should update your CV/Resume ideally every 3 months but particularly if your contact details have changed and you are changing jobs or contract assignments. Once your User Profile and CV/Resume(s) are on our database, we will contact you periodically by email to request whether you want to remain active or inactive. By being set inactive, it stops your CV/Resume being searched and will be archived until you wish to make it active again. We have the right that if we do not have a positive response to a series of emails, we will remove your information from the database.

Passwords

Passwords are for the sole use of the person to whom they are issued. We may deny access to a password if we reasonably believe that an unauthorised person is using it or that the user is breaching these terms and conditions.

Rights in the Database

Database rights (pursuant to the UK Copyright and Rights in Databases Regulations 1997) and all other applicable copyright and intellectual property rights in the Candidate database belong to the owner Dauncey Investments Limited, who licences the operation to Global

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Internet Services Limited. You acknowledge that you do not acquire any rights in the database or its content and that these terms and conditions govern your retention and use of the database and its content.

CV/Resumes & Translation Facilities

The online CV/Resume facility allows Users to create CV/Resumes for use in the system. It is the Candidate's responsibility to ensure the information in those CV/Resumes are accurate, truthful and portray an correct record of the Job history. A Candidate may hold a number of CV/Resumes, thereby allowing different formats to be held. A facility to translate CV/Resumes will be available, on payment by credit card for the specified amount, and the contents will be returned as specified on the purchase page for Translations. We accept no responsibility or liability for the contents of any CV/Resumes, created online, uploaded or translated and expects Candidates to carry out such verification procedures, as they feel necessary.

Sales or Government Tax

The current understanding on Sales or Government taxes is as follows: If Global Internet Services has a Sales office in the same country as the person buying then the Sales Tax / VAT is payable on all amounts invoiced, at the applicable rate for that country.

If any Government make changes to these Taxes or to the rules to Internet sales, then Global Internet Services has the right to change this tax immediately and back date to any transactions by issuing Credit Notes & Invoices appropriately, and collect or refund any difference.

Payment & Currency

The TipTopCar website services are divided into 4 groups, Job Registrations; Pay by Application; Web Advertising; & CV/Resume Database search, 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, and TipTopCar will calculate & show the value in your currency when you are buying services. 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 Global Internet Services 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 PAYPAL or RBS WorldPay Plc. Global Internet Services bases it's charging on the Euro and Global Internet Services have the right to change the conversion rate for any currency on the first working day of each week from the London Financial Times.

Governing Law

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

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PRIVACY

These Privacy Conditions are the basis for individuals, Clients and Agencies using any of the Global Internet Services websites. which include the .com or country domains, and particularly this site - TipTopCar.com.

Global Internet Services will make every effort to comply with the obligations under the UK 1998 Data Protection Act. Our privacy policy details the ways we collect and protect your personal information. Global Internet Services is committed to protecting the privacy of those using our website and the confidentiality of any personal information with which subscribers provide us. This privacy policy does not cover links within this site to other websites or third party suppliers. We understand that the information you or your agent provides on the database is confidential and we will use our best endeavour in maintaining it.

There are currently 3 ways in which we collect personal information

- Information and Service Requests

If you request information or a service via email, letter or telephone, we may need your personal details to process that request.

- Online Forms

There is a range of online forms to allow you to make comments or request particular services. Each form requests your contact details, however you are only obliged to provide particular details if it is marked as mandatory; indicated by an asterisk *. If you do provide personal information we will use it only to process your request and, thereafter in accordance with the individual (see below) registrations for the services provided.

- Session Cookies

A cookie is a small piece of information about an Internet session that may be created when a visitor accesses a web site. Cookies store information about your use of the TipTopCar website on your computer. It is sent by a website to store on your computer where it can be retrieved by the website at a later time. Cookies help make your web experience more personalised and convenient. They also protect registered usernames and passwords and advertisers on the site use the cookies to target their advertisements more directly. If you use the "Download or Request by Post" Online Forms in the site and request that information is sent out by post, you will have to provide a contact name and address. If you do so, a "session cookie" will be created and your contact details will be stored in a temporarily file on your computer for the duration of your visit to the site. If you then wish to request that another document be posted out to you, your contact details will already be there. You can set your computer not to accept cookies.

Data Protection

The TipTopCar database is registered under the UK Data Protection Act, 1998 and at all times use best endeavours to comply with the terms of the Act in all our dealings with your personal data.

- We will never sell personal information or share personal information with third parties without your explicit consent.
- If you provide us with personal information as part of an information or service

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request through this website, we will only use your data to process your request (subject to the data protection registration for the individual service concerned).

- In processing any requests we may have to pass it to another department or agency within the group.

Data Protection Registrations can be viewed at the [Information Commissioner's](#) website, by clicking on this link.

Our use of personal information and Photos supplied by users of this site is governed by the privacy policy. Information provided by third parties are taken in good faith and may be used but with the option available for Users to set themselves to opt out of their use on parts of the system.

I confirm that, to the best of my knowledge, the information I have registered is correct and that I have registered/re-registered of my own free will. By submitting my details I agree that the information given may be used for registration and purposes associated with finding me employment and may be passed on to relevant third parties as covered under the UK Data Protection Act.

Important

Global Internet Services cannot restrict the Clients, Agencies, or Buyers that access items on our database and cannot be held responsible for any eventuality. You can choose to opt in and out of making your information available depending on your requirements from time to time. Clients will be located in countries from all round the world and especially outside the European Union. The option is available for anyone to switch to different Global Internet Services but still request data from whatever country they desire.

When you register with TipTopCar, you will first register and provide a User Key and password. You will create your own Profile and upload one or more items and we will store the information on our databases. You can update or delete any of the information at any time. It is your responsibility to ensure that your Item Details and contact details are kept up to date. Once your User Profile and Items are on our database, we will contact you periodically by email to request whether you want to remain active or inactive. By being set inactive, it stops your Item Details being searched and will be archived until you wish to make it active again. We have the right that if we do not have a positive response to a series of emails, we will remove your information from the database.

Passwords

Passwords are for the sole use of the person to whom they are issued. We may deny access to a password if we reasonably believe that an unauthorised person is using it or that the user is breaching these terms and conditions.

Statistics

We provide statistics about site visitors and users to others, such as, the number of visitors to the site, the number of different Items on the site and the number registered. This information is provided to third parties, clients, customers, advertisers and suppliers but this will not disclose the identity of individuals.

Security

Our site is protected against unauthorised access using the latest security devices and

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'firewalls'.

Linking to TipTopCar website

You do not need our permission to link to any of the websites and we do not object to you linking directly to any page on the site. However, you must set such links to open in the entire browser window, preferably as a new window, and not within frames contained in your own site.

If you would like to arrange for a mutual link to be set up from our site to yours, please email or phone us, using the details in [Contact Us](#)

Subject Access

Under the Data Protection Act, you are entitled to make a subject access request to see information we hold about you. There is a charge of £12.00 for this service.

Further Information

Use the "Contact Us" details if you have a question or need further information about Global Internet Services data protection obligations. Alternatively, [click here](#), for more general information.

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