

# **Wilson-Taylor Associates, Inc.**

## **Terms & Conditions**

**THE FOLLOWING TERMS AND CONDITIONS OF USE AGREEMENT (hereafter “Terms”) governs your use of our web sites, thecareerlattice.com, , (hereafter “Website”). It is vitally important that you read the Terms carefully, as your use of the web site will automatically constitute your agreement to be legally bound by the terms and conditions set out herein. These Terms also govern your use or purchase of the products/services provided through or in connection with the web site (hereafter “services”). Each time you use our services, you acknowledge that you have read these Terms and agree to be legally bound by them. If you do not agree to be bound by these Terms, you may not use the web site(s) or the services provided by Company through its web site(s).**

This website is owned by Wilson-Taylor Associates Inc., (hereafter “Company”), registered as a limited liability corporation.

The following words used in these Terms shall have the following meanings:

- “Personal Information” shall mean all data and/or information provided by and about User, including e-mail address (es), name, address, credit card, or other payment information, etc.;
- “Company web site” shall mean all web sites on which Company provides products and/or services.
- “Company User” shall mean all Users of the Company web site(s) and services.
- “Company Products and Services” shall mean all products and/or services provided directly by Company;
- “3rd-Parties” include all advertisers, partners and affiliate vendors that are included on, or linked to, the Company web site(s).

### **Uses and Other Policies**

A. When using our services, User warrants and represents that all of the data provided by you is accurate and complete. User shall report any modifications in the data to the Company web site, immediately upon any changes occurring.

B. User shall not be allowed to have multiple accounts. You may only establish one (1) User account. If Company determines that User has established more than one (1) account, further use of our web site may be suspended or terminated, subject to the sole discretion of Company.

C. User warrants and represents that they are of legal age (18 or older) to use our web site, at their time of use, or that they are a legal entity, created by operation of law.

D. User may download or print a single copy of any portion of the content solely for personal, non-commercial use, provided they do not remove any trademark, copyright or other notice from such content.

Requests to use Company content for any purpose other than as permitted in these Terms shall be directed to Company at: Wilson-Taylor Associates, Inc., Email: [support@thecareerlattice.com](mailto:support@thecareerlattice.com).

E. Company shall not be liable for User interactions with any 3rd-parties, businesses and/or individuals found on the Company web site or through the services provided. This includes, but

is not limited to, payment and delivery of services, and any other terms, conditions, warranties or representations associated with such dealings. These dealings are solely between User and such 3rd-parties, businesses and/or individuals. User understands and agrees that Company is not responsible for any damage or loss incurred as a result of any such dealings. Company is under no obligation to become involved in disputes between Users of our web site, or between Users on our web site and any 3rd-party. In the event of a dispute, User agrees to release Company its officers, employees, agents and successors in rights, from claims, damages and demands of every kind, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes and our service.

### **Ordering services from Company**

**Individuals:** These terms of sale apply to all goods and services supplied by Joanne Cleaver via [thecareerlattice.com](http://thecareerlattice.com). The website is governed by the following terms and conditions; they do not affect your statutory rights.

**Business to Business Site Visitors:** These are the Terms and Conditions of sale that apply to transactions between you and us. By purchasing any services (the “Services”) and by using this Website you acknowledge that you have read and you agree to be bound by and comply with these Terms and Conditions.

### **Description and price of services**

We have taken care to describe and show services as accurately as possible. Despite this, slight variations in services may occur. We provide you with service information via email upon purchasing with Company. If there is anything which you do not understand, or if you wish to obtain further information, please contact [support@thecareerlattice.com](mailto:support@thecareerlattice.com).

We make every effort to ensure that the pricing displayed on our website is correct. However, if an error in the pricing of a service is found we reserve the right to either cancel your order or contact you to arrange payment of any extra sum due or refund any over-payment made by you (as applicable). We reserve the right to alter all service pricing without notice.

### **Placing an Online Order**

You are deemed to place an order with us by ordering via our online checkout process. As part of our checkout process you will be given the opportunity to check your order and to correct any errors. We will send you an order acknowledgement, detailing the services you have ordered.

Any order placed by you for services advertised on our website is an offer by you to purchase the services selected in your order. No contract exists between you and us for the provision of services until we have received your order and accepted it (which we may do at our discretion).

Our acceptance of an order takes place when we activate the service or send you confirmation by email, even if your payment has been processed immediately.

We may refuse in our discretion to accept an order:

- (a) where we cannot obtain authorization for your payment;
- (b) if there has been a pricing or product description error; or
- (c) if you do not meet any eligibility criteria set out in our terms and conditions.
- (d) services or information ordered by you are not available;

Where we do not accept your order but have processed your payment, we will re-credit your account with any amount deducted by us from your debit or credit card as soon as possible. We will not be obliged to pay any additional amount as compensation for disappointment.

You must observe and comply with all applicable regulations and legislation, including obtaining all necessary customs, import or other permits to purchase services from our site. The use of our website may be prohibited by certain national laws. We make no representation and accept no liability in respect of the use of the services you purchase.

### **Payment and Refunds**

Payment can be made by any of the options advertised on our website. Payment shall be due before commencement of service, unless we have agreed to specific payment options, which will be confirmed via email. If payment fails your order will be cancelled.

If the order is accepted by Company and Company is prepared and equipped to provide contracted services, no refunds will be given. If, however, the Company is unable to provide such services, a pro-rated amount of refund will be credited to the User for any services not yet provided.

Refunds will be offered up to 14 days after purchase. After 14 days after purchase, no refunds will be granted.

### **Success and Results**

What User derives from use of Company products/services/information depends upon User's commitment to, and effort in, applying the information. Company does not represent, warrant or guarantee that User will achieve any particular results as a result of purchasing and using Company products/services/information. User acknowledges that the success of User's business depends on User's understanding, application of tools, skills, effort and commitment.

### **Links to and From Other Websites**

Links to third party websites on this website are provided solely for your convenience. If you use these links, you leave this website. We have not reviewed all of these third party websites and do not control and are not responsible for these websites or their content or availability. We therefore do not endorse or make any representations about them, or any material found there, or any results that may be obtained from using them. If you decide to access any of the third party websites linked to this website, you do so entirely at your own risk.

### **License and Copyright**

The Company web site contains copyrighted material, trademarks and other proprietary information, including, but not limited to, text, software, photos, video, graphics, music and sound and the entire content of the web site is copyrighted as a collective work under US and International copyright laws. You may not modify, publish, transmit, participate in the transfer or sale, create derivative works or in any way exploit, any of the content, in whole or in part. Except as otherwise expressly permitted under copyright law or these Terms. No copying, redistribution,

retransmission, publication or commercial or non-commercial exploitation of downloaded material will be permitted without the express written permission of Company. Elements of the web site are protected by trade dress, trademark, unfair competition and other laws and may not be copied or imitated in whole or in part, by any means, including but not limited to, the use of framing or mirrors.

You are permitted to print and download extracts from this website for your own private use on the following basis:

- (a) no documents, writings, or related graphics on this website are modified in any way;
- (b) any of our copyright and trade mark notices and this permission notice appear in all copies

### **Copyright Infringement**

In accordance with US and International law, any notifications of claimed copyright infringement should be sent to us immediately. Such notification can be sent by email to [support@thecareerlattice.com](mailto:support@thecareerlattice.com)

### **Copyright Infringement – Digital Millennium Copyright Act**

If operating in America: The Digital Millennium Copyright Act of 1998 (the “DMCA”) provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you are a copyright owner or an agent thereof and believe in good faith that materials hosted by Company infringe your copyright, you (or your agent) may send Company a notice requesting that the material be removed or access to it blocked by providing Company’s Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online web site are covered by a single notification, a representative list of such works at that website;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity, and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the Company to locate the material;
4. Information reasonably sufficient to permit the Company to contact you, such as a name, address, telephone number, and, if available, an e-mail address;
5. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send Company a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA; see <https://www.loc.gov/copyright> for details. Notices and counter-notices with respect to this website should be sent to: [support@thecareerlattice.com](mailto:support@thecareerlattice.com).

Company suggests that you consult your legal advisor before filing a notice or counter-notice. Also, be aware that there can be penalties for false claims under the DMCA.

Any rights not expressly granted in these terms are reserved.

### **Obligations of User**

Use of this website, as described below, is prohibited. These descriptions are guidelines and are not intended to be exhaustive or all-inclusive.

**Illegal/Criminal Activity:** The Company web site may not be used in connection with criminal or civil violations of state, federal, or international laws, regulations, or other government rules or requirements. Such violations include theft or infringement of copyrights, trademarks, trade secrets, or other types of intellectual property; fraud; forgery; theft or misappropriation of funds, credit cards, or personal information; and threats of physical harm or harassment.

**Security Violations:** The Company web site may not be used in connection with attempts—whether successful or not—to violate the security of a network, service, or other system. Examples of prohibited activities include hacking, cracking into, monitoring, or using systems without authorization; scanning ports; conducting denial of service attacks; and distributing viruses or other harmful software.

**Basic Security:** User is responsible for maintaining the basic security of its computer system and to prevent its use by others in a manner that violates these Terms. Examples include: improperly securing a mail server so others can use it to distribute spam; improperly securing an FTP server so that it may be used by others to illegally distribute licensed software or media content. User is responsible for taking corrective actions on vulnerable or exploited systems to prevent continued abuse.

**Threats:** The Company web site may not be used to transmit materials of a threatening nature, including threats of death or physical harm, harassment, libel, and defamation.

**Offensive Materials:** The Company web site may not be used for the distribution of offensive materials, including obscene, pornographic, indecent, and hateful materials. Further, Users agree to adhere to the following requirements:

- a. Comply with all laws, ordinances, statutes and applicable legislation and to respect all 3rd-party rights. In particular, User shall not:
  - i. Provide, post or otherwise distribute content which is defamatory, threatening, disparaging, grossly inflammatory, false, misleading, fraudulent, inaccurate, unfair, contains gross exaggeration or unsubstantiated claims, violates the privacy rights of any 3rd-party, is unreasonably harmful or offensive to any individual or community;
  - ii. Use or post any pornographic materials or any content that violates any applicable legislation for the protection of minors; or advertise or promote, offer or distribute any pornographic product or products which do not comply with any applicable legislation for the protection of minors;
  - iii. Unreasonably annoy (particularly with SPAM) any other User;
  - iv. Use or post, without authorization, any content protected by law (e.g. copyright, trademark,

patent, utility patent, design patent or other intellectual property (IP) laws), or advertise, promote, offer or distribute any goods or services protected by law;

v. Use, post or promote any commercial practices considered unfair competition, including progressive customer acquisition practices (such as chain distribution systems, Ponzi schemes, illegal multi-level selling or pyramid sales).

5. You may not provide, post or otherwise distribute, User content that:

i. Contains vulgar, profane, abusive, racist or hateful language or expressions, epithets or slurs, text, photographs, videos or illustrations in poor taste, inflammatory attacks of a personal, racial or religious nature;

ii. Discriminates on the grounds of race, religion, national origin, gender, age, marital status, sexual orientation or disability, or refers to such matters in any manner prohibited by law or moral standards;

iii. Violates or encourages the violation of any municipal, state, provincial, federal or international law, rule, regulation or ordinance;

iv. Interferes with any User's uninterrupted use of the Company website;

v. Advertises, promotes or offers to trade any goods or services;

vii. Uploads or transmits viruses or other harmful, disruptive or destructive files, material or code;

viii. Disrupts, interferes with, or otherwise harms or violates the security of the Company web site or any services, system resources, accounts, passwords, servers or networks connected to or accessible through the Company web site;

viii. "Flames" any individual or entity (e.g. sends repeated messages related to another User and/or makes derogatory or offensive comments about another User or individual), or repeats prior posting of the same message under multiple threads or subjects.

**WARNING: ANY VIOLATION OF THESE POSTING RULES THAT INVOLVES CRIMINAL CONDUCT OF ANY KIND WILL BE REFERRED TO LAW ENFORCEMENT AUTHORITIES UPON NOTICE RECEIVED BY COMPANY.**

It is your responsibility to determine that your input into our site, including your choice of your user name, conforms to the above conditions. If you notice any content which breaches these conditions, please notify us by email at [support@thecareerlattice.com](mailto:support@thecareerlattice.com).

**SPAM** : Spam is an unacceptable use of the Company web site. Spam includes any of the following activities:

a. Posting a single message or messages similar in content, to more than five (5) online forums or newsgroups and posting messages to online forums or newsgroups that violate their rules.

b. Collecting responses from unsolicited e-mail.

c. Sending any unsolicited e-mail that could be expected, in Company's opinion, to provoke complaints.

d. Sending e-mail with charity requests, petitions for signatures, or any chainmail-related materials.

e. Sending bulk e-mail without identifying in the e-mail a clear and easy means to be excluded from receiving additional e-mail from the originator of the e-mail. NOTE: The inclusion of an opt-out clause does not necessarily legitimize sending unsolicited e-mail.

f. Sending e-mail that does not accurately identify the sender, the sender's return address, and the

e-mail address of origin.

g. Using Company facilities to violate what could reasonably be considered a violation of another Internet Service Provider's (ISP) acceptable use policy and/or terms of service.

User is further prohibited from the following activities:

- i. Employing any mechanisms, software or scripts when using the Company web site. However, the User may use the interfaces or software provided by Company within the scope of the services available on our web site and in accordance with these Terms;
- ii. Blocking, overwriting, modifying and copying of any contents of the Company web site.
- iii. Distributing or publicly disclosing the contents of the web site or any of its terms, without written permission from Company, or
- iv. Performing any actions that may impair the operability of the Company web site infrastructure, particularly actions that may overload said infrastructure, servers, bandwidth or other equipment or software

**Indirect Access:** A violation of these Terms by someone having only indirect access to the Company web site through a User, will be considered a violation, whether or not with User's knowledge or consent.

### **General**

In addition, these policies apply to any email or content transmitted by User, or on your behalf, that uses a Company account as a mailbox for responses or promotes content, hosted or transmitted, using Company facilities, or that indicates, in any way, that Company was involved in the transmission of such email or content.

The resale of Company products and services is not permitted, unless expressly permitted by these Terms or in a separate written agreement.

Violations of these Terms may result in immediate suspension or termination of your account and our services to you, immediate temporary or permanent filtering, blocked access or other action appropriate to the violation, as determined by Company, in its sole discretion.

When feasible, it is Company's preference to give notice so that violations may be addressed voluntarily, however, we reserve the right to act without notice, when necessary, as determined by Company in its sole discretion. Company may involve, and will cooperate with, law enforcement, if criminal activity is suspected. Violators may also be subject to civil or criminal liability under applicable law. Refunds or credits are not issued in connection with actions taken for violations of these Terms.

## **USER FORUMS, CONTENT, AND PARTICIPATION**

### **Data Protection**

Wilson-Taylor Associates Inc. recognizes that any data provided by User to us is extremely important and we shall, therefore, be particularly sensitive in handling such data. Users are advised that there are inherent security risks in transmitting data, such as emails, credit card or personal information, via the Internet, because it is impossible to safeguard completely against unauthorized access by 3rd-parties. Nevertheless, Company shall do what is reasonable to safeguard your data, subject to this cautionary limitation.

## **Rights to Content Use**

Other than personally identifiable information, which is covered under the Privacy Policy, any material or comments you transmit or post to this Website will be considered non-confidential and non-proprietary. We will have no obligations with respect to such material. We and our nominees will be free to copy, disclose, distribute, incorporate and otherwise use such material and all data, images, sounds, text and other things embodied therein for any and all commercial or non-commercial purposes.

When User posts content or contributions to the Company web site, User grants Company a limited, revocable, nonexclusive and non-assignable right of use for the respective content or contribution that Company is entitled to utilize for any purpose allowed by these Terms. In particular, Company is entitled to use said content or contribution posted by User for marketing or in any other way. Company may use User content or contributions in any form, format, or medium of any kind now known or later developed.

Although User grants Company a license, as stated above, WE DO NOT OWN USER CONTENT. This license grants us certain rights and also proscribes limitations of what we may do and not do with the content, more fully described as follows:

- (a) Company may not sell or give away User content as permanent downloads or physical copies, alone or in a compilation;
- (b) Company may not continue exercising the license after User provides us with a request for termination, as described below;
- (c) Company may not use, license or sub-license another party to use User/Member content outside of the Company web site;
- (d) Company may let other parties exercise these rights on the Company web site, which permits the license to become sub-licensed;
- (e) Company may exercise these rights without paying User any remuneration, royalties or other fees, whatsoever;
- (f) Company may exercise these rights throughout the Company web site(s), worldwide;

User may grant similar licenses to others;

User may terminate the license at any time by following the steps described below:

- A. To request deletion of User content, User must send an e-mail to Company at stating the e-mail address associated with the particular content you wish to delete, along with the words "Delete User Content" in the subject line. Please note that if User subsequently places the same or similar content on the Company web site, this deletion notice will become null and void.
- B. Company grants a right of use over all User -posted content or contributions to its web site(s) to other Users. Copying, downloading, disseminating, distributing and storing of the contents of the Company web site is, with the exception of the cache memory when searching for Company web pages, prohibited, without Company's express written consent.
- C. All information, content, services and software displayed on, transmitted through or used in connection with the Company web site, with the exception of User content as defined herein, including for example, news articles, reviews, directories, guides, text, photographs, images, illustrations, audio clips, video, html, source and object code, trademarks, logos, and the like, as well as its selection and arrangement, is owned by Company, except for those items that are



copyrighted and/or owned by their respective businesses or individuals.

D. Without limiting the generality of the previous paragraphs, User authorizes Company to share User-posted content across all web sites, to include User content in a searchable format accessible by other Users of the Company web sites, now in use or later developed, to place advertisements in close proximity to such User content, and to use User's name, likeness and any other information in connection with Company's use of the material User provides.

E. Prohibited uses do not include any other use that Company expressly authorizes in writing.

F. Company does not guarantee the accuracy, integrity or quality of the posted content on our web site and User may not rely on any of this posted content. Without limitation, Company is not responsible for postings by Users in the User opinion, message board, and forum or feedback sections of our web sites.

### **Unsolicited Idea Submission Policy**

Company and its employees do not accept or consider unsolicited ideas, including ideas for new advertising campaigns, new promotions, new products or technologies, processes, materials, marketing plans or new product names. Please do not send us any original creative artwork, samples, demos or other works. The sole purpose of this policy is to avoid potential misunderstanding or disputes when Company's products or marketing strategies might seem similar to ideas submitted to us by others. We ask that you do not send your unsolicited ideas to company or any individual at company. If, despite our request that you not send us your ideas and materials, you still send them, please understand that company makes no assurances that your ideas and materials will be treated as confidential or proprietary.

### **Disclaimer**

While the Company uses reasonable efforts to include accurate and up-to-date information, the Company specifically disclaims any and all responsibility or liability for the accuracy, content, completeness, legality, reliability, or operability or availability of information or material displayed in any and all Company web sites, either now operating or created in the future. The Company disclaims any responsibility or liability for the deletion, failure to store, mis-delivery, or untimely delivery of any information or material. The Company disclaims any responsibility or liability for any harm resulting from downloading or accessing any information or material on the Internet through the Company web site.

The Company does not make any warranties or representations regarding any data, service and/or information provided or made available by any user on any of the Company web sites or on any external web sites linked to them. In particular, the Company does not warrant or represent that said data, service and/or information is true or accurate, or that it fulfills or serves any particular purpose.

Without limiting the foregoing, under no circumstances shall the Company be held liable for any delay or failure in performance resulting directly or indirectly from acts of nature, forces, or causes beyond its reasonable control, including, without limitation, Internet failures, computer equipment failures, telecommunication equipment failures, other equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, floods, storms, explosions, acts of God, war, governmental actions, orders of

domestic or foreign courts or tribunals, non-performance of 3rd-parties, or loss of or fluctuations in heat, light, or air conditioning.

COMPANY WEB SITES AND ALL MATERIALS, INFORMATION, PRODUCTS AND SERVICES INCLUDED IN THE COMPANY WEB SITES, ARE PROVIDED "AS IS," WITH NO WARRANTIES EXPRESSED OR IMPLIED. THE COMPANY EXPRESSLY DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL EXPRESS, IMPLIED AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. THE COMPANY DISCLAIMS ANY WARRANTIES REGARDING THE SECURITY, RELIABILITY, TIMELINESS AND PERFORMANCE OF THE COMPANY WEB SITES. COMPANY DISCLAIMS, ANY WARRANTIES FOR ANY INFORMATION OR ADVICE OBTAINED THROUGH THE COMPANY WEB SITES. THE COMPANY DISCLAIMS ANY WARRANTIES FOR SERVICES OR PRODUCTS RECEIVED THROUGH OR ADVERTISED ON THE COMPANY WEB SITES OR RECEIVED THROUGH ANY LINKS PROVIDED BY THE COMPANY WEB SITES AS WELL AS FOR ANY INFORMATION OR ADVICE RECEIVED THROUGH ANY LINKS OR ANY USER CONTRIBUTIONS PROVIDED TO THE COMPANY WEB SITES.

THE USER UNDERSTANDS AND AGREES THAT THEY DOWNLOAD OR OTHERWISE OBTAIN MATERIAL OR DATA THROUGH THE USE OF THE COMPANY WEB SITES AT THEIR OWN DISCRETION AND RISK AND THAT THEY WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO THEIR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL OR DATA. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY IN ALL CASES. THE USER MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

THE COMPANY AND ITS WEB SITES ARE NOT RESPONSIBLE OR LIABLE FOR CONTENT POSTED BY USERS, 3rd -PARTIES, ACTIONS OF ANY 3rd-PARTY OR FOR ANY DAMAGE TO, OR VIRUS THAT MAY INFECT, A USER'S COMPUTER EQUIPMENT OR OTHER PROPERTY.

### **Liability**

The Company may modify, suspend, discontinue or restrict the use of any portion of the Company web site, including the availability of any portion of the content at any time, without notice or liability.

User acknowledges and agrees that it is virtually impossible to achieve continuous, uninterrupted availability of the Company or any other, web site. While we endeavor to ensure that this website is normally available 24 hours a day, we will not be liable if for any reason this website is unavailable at any time or for any period. Access to this website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond our control.

Our liability (and that of our officers, directors, employees, or agents) of any kind (including our own negligence) with respect to our website or service for any one event or series of related events is limited to the total fees which you have paid to us in the two months before the event(s) complained of.

In no event (including our own negligence) will we be liable for any:

- (a) economic losses (including, without limit, loss of revenues, profits, contracts, business or anticipated savings);
  - (b) loss of goodwill or reputation;
  - (c) special, indirect or consequential losses; or
  - (d) damage to or loss of data
- (even if we have been advised of the possibility of such losses).

Nothing in these terms and conditions shall exclude or limit our liability for (i) death or personal injury caused by negligence (as such term is defined by the Unfair Contract Terms Act 1977); (ii) fraud; (iii) misrepresentation as to a fundamental matter; or (iv) any liability which cannot be excluded or limited under applicable law.

### **Indemnity**

You agree to indemnify, defend and hold harmless the Company, its web site(s) and each of its respective advertisers, partners, suppliers, licensors, officers, directors, shareholders, employees, representatives, contractors, agents and sub-licensees, from any and all claims (including but not limited to claims for defamation, trade disparagement, privacy and intellectual property infringement) and damages (including attorneys' fees and court costs) arising from or relating to any allegation regarding:

1. Your use of the Company web site(s);
2. The Company's use of any your content or information, as long as such use is not inconsistent with these Terms;
3. Information or material provided through your IP address, even if not posted by you or
4. Any violation of these Terms by you.

### **Miscellaneous**

If any provision of these Terms is, for any reason, invalid and/or unenforceable, as determined in an appropriate Court of proper jurisdiction, the remaining provisions shall continue to be valid and enforceable to the fullest extent permitted by law. You agree to replace an invalid and/or unenforceable provision with a valid and/or enforceable provision that most closely approximates the intent and economic effect of the invalid and/or unenforceable provision and shall be interpreted most favorably, when possible, to the benefit of the Company.

**Section Titles:** The section titles used in these Terms are purely for convenience and carry with them no legal or contractual effect.

**Incident Reporting:** Any complaints regarding violations of these Terms by a User should be directed to customer services at [support@thecareerlattice.com](mailto:support@thecareerlattice.com). Where possible, include details that would assist the Company in investigating and resolving the complaint (i.e. expanded headers and a copy of the offending transmission).

**Complaints Procedure:** We are very proud of our high standards of customer service however, in the event that we fail in meeting these standards, please do not hesitate to contact us at [support@thecareerlattice.com](mailto:support@thecareerlattice.com).

**Online Acceptance**

You may not assign, sub-license or otherwise transfer any of your rights under these terms and conditions.

If any provision of these terms and conditions is found by any court of competent jurisdiction to be invalid, the invalidity of that provision will not affect the validity of the remaining provisions which shall continue to have full force and effect.

No person other than the parties to these terms and conditions are intended to benefit from them pursuant to the Contracts (Rights of Third Parties) Act 1999.

These Terms represent the entire understanding between the user and the Company and supersedes any prior statements or representations. THE USER AGREES TO THE TERMS OF THIS ONLINE AGREEMENT, by using the web site, it's services, sign up, posting, downloading and uploading content, and understands that it is entering into a binding and legal agreement with Company.

You agree to file any claim regarding any aspect of this web site or these Terms within six (6) months of the time in which the events giving rise to such alleged claim began, or you agree to waive such claim. You also agree that no claim subject to these Terms may be brought as a class action or in any other jurisdiction than US courts.

These Terms and Conditions were last updated, and became effective, on 12/01/2016.

**Contact Information:** Our contact details are as follows:

Company Name: Wilson-Taylor Associates, Inc., [support@thecareerlattice.com](mailto:support@thecareerlattice.com).

7.12.2021