**User Agreement**

**Last updated: 5th March 2019**

**Please read the terms and conditions carefully before using the http://www.Beshortlisted.com operated by BeShortlisted.com**

**Your access to and use of the Service is conditioned on your acceptance of and compliance with these terms. These terms apply to all visitors, users and others who access or use the Service.**

**By accessing and check I agree or using the Service you agree to be bound by these terms. If you disagree with any part of the terms, then you may not access the service.**

*IF YOU DO NOT AGREE TO THIS AGREEMENT, PLEASE SELECT "CANCEL" OR DON NOT PROCEED BEYOND THIS POINT.*

This agreement is between the individual or legal entity (whether association, trust, company or other type of group that receives the benefit of this service) agreeing to this agreement (**User**) and BeShortlisted.com.

**BESHORTLISTED -RECRUITEMENT AND CAREER GUIDAINCE PLATFORM**.

This agreement provides User access to an online platform for shortlisting and job listing that helps match qualified mid-level and management level candidates with credible employers [[http://www.BeShortlisted.com/about-us](http://www.beshortlisted.com/about-us)].

**USE OF THE BESHORTLISTED SERVICE**.

i)      **User Information.**

The personal profile belongs to the user under the BeShortlisted Service within the Service and other information submitted to Beshortlisted under this agreement.

User may request deletion of personal profile and account at any time, and BeShortlisted will oblige by deleting the profile and account (except to the extent user has shared information or content with others and they have not deleted it, or it was copied or stored by others).

License to User Information. user grants BeShortlisted a nonexclusive, irreversible, worldwide, perpetual, unlimited, assignable, sublicense able, royalty-free right to use, copy, prepare derivative works of, improve, distribute, publish, remove, add, process, analyse and commercialise, in any way now known or in the future discovered, any information User provides, directly or indirectly to BeShorlisted, including, but not limited to, any user-generated content, ideas, concepts, techniques or data, User defer to the Service, without any further consent, notice or compensation.

Privacy Policy. User should read the [BeShortlisted Privacy Policy](https://www.beshortlisted.com/page/policy-document) before deciding to become a User, as it is the basis for BeShortlisted treatment of any information (including personally identifiable information) submitted to BeShortlisted. Please note that certain information, statements, data and content (such as photographs), which user may submit to the Service, or groups User chooses to join may reveal User’s gender, ethnic origin, nationality, age or other personal information. User agrees that its submissions of any information, statements, data and content are voluntary, and agrees that user may configure certain user settings within the Service regarding privacy and disclosure of information.

 ii)**.     Content and Personal Profiles of Others on BeShortlisted**

All content and information provided by BeShortlisted as part of the Service, which is branded by BeShortlisted or subject to the copyright of BeShortlisted (such as BeShortlisted reports, videos, news articles, among other things), and third party content or information provided as part of the Service (collectively **BeShortlisted Content**) and the personal profiles of others provided as part of the Service (**Personal Profiles**), are licensed to user as follows: subject to the other terms of this agreement, BeShortlisted hereby grants users a non-exclusive, non-transferable worldwide license to download, store,  print, and copy the Beshortlisted Content and Personal Profiles for User’s individual purposes up to the number of seat subscriptions subscribed to (whether for a fee or free).

User may not (except as allowed by this agreement): modify, publish, transmit, reproduce, create new works from, distribute, perform, display, or in any way exploit, any of the BeShortlisted Content in whole or in part.

User must comply with applicable laws (including without limitation privacy laws) in using the Personal Profiles.

User may not use the Personal Profiles:

for any purpose other than an online professional networking, or hiring or employment purposes, related to the service, or

to make unsolicited phone calls or send unsolicited emails, or newsletters[[oO1]](file:///C:\\Users\\user\\Documents\\terseer\\Terms%20of%20Use%20for%20Beshortlisted.docx" \l "_msocom_1)  to resume holders or to contact any individual (unless they have agreed to be contacted or have demonstrated an interest in such communication).

iii).     **Free Subscription – Specific Terms.**

If the user has registered for a no-charge use of the Service, User may access the Service until it is cancelled by BeShorlisted, with or without cause, or by User. All User information will be deleted after the no-charge period ends, unless it ends because User converts its account to a paid Service.

iv).     **Responsibilities and Restrictions for Users**

**Users must**

a.       Kee passwords secure and confidential

b.       Not share passwords

c.       Be responsible for activities personal/business account

d.       Use commercially reasonable efforts to prevent unauthorised access to the Service,      and notify BeShortlisted promptly of any such unauthorised access

e.       Use the Service only in accordance with the Service documentation and applicable        law.

**User *may not:***

a.        Use the Service to store or transmit infringing, unsolicited marketing emails, libellous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party rights

b.        sell, resell, rent or lease the Service

c.        Interfere with or disrupt the integrity or performance of the BeShorlisted service

d.        Attempt to gain unauthorised access to the service or their related systems or networks

e.        Attempt to reverse engineer the service

f.         Remove or modify any proprietary marking or restrictive legends in the Service or access the service to build a competitive product or service, or copy any feature, function or graphic of the Service for competitive purposes.

**Admissibility to Use the Service.**

if you are an individual, you affirm that you are of legal age to form a binding contract with BeShortlisted and meet all of the foregoing eligibility requirements. To be eligible to use the service, user must meet the following criteria and represent and warrant that:

a.        User is 18 or above the age of 18 years (in the case of individuals)

b.        Is not Blacklisted from using the Beshortlisted service.

c.        Must maintain only one account

d.       User has the full capacity to enter and agreement

e.        Is not competing with BeShortlisted or a providing Competitive services

**Disclosure of User Information in Limited Situations.**

BeShorlisted may access, preserve, and disclose User’s registration and any other information if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary in our opinion to:

a.        Administer this agreement

b.       React to claims of a violation of the rights of third parties, whether the third party is a user, individual, or government agency

c.        Respond to customer service inquiries or protect the rights, property, or personal safety of BeShortlisted other users or the public.

**Interaction with Users.**

BeShortlisted may communicate with User through its account or through other means (including without limitation email, phone, mail or overnight mail) about User’s account.

**User Warranty of Submissions**.

By providing information to the BeShortlisted site, the user represents and warrants that user is eligible to submit the information and that the information is accurate and truthful, and not misleading, confidential, or provided in violation of any contractual restriction or other third party right. It is User’s responsibility to keep their profile information accurate and updated.

If the usage BeShotlisted’s Content and Personal Profiles provided within the Service exceeds a certain reasonable limit, then BeShortlisted reserves the right to immediately disable the account, or suspend the viewing or downloading of such information, or both, until the purpose for which user was using the information is validated by BeShortlisted, in its discretion. BeShortlisted has no liability to User if it decreases User’s access to certain information under this clause.

**Payments**

User may use the Service for no charge or for a fee, depending on the Service selected when signing up. If User purchases any Service for a fee using a payment card, User agrees to BeShortlisted storing its payment card information. User also agrees to pay the applicable fees as they become due plus all related taxes (sales, use, VAT, withholding, and other similar taxes) if applicable, and to reimburse BeShortlisted for all collection costs. User understands that at the time of ordering the Service there may be additional terms related to the Service User selects.

**A.**     **Card Payments**.

User may pay for the Services online, and BeShortlisted will charge its payment card for all purchases and for any additional amounts (including any taxes and late fees, as applicable) owed to BeShortlisted. If User wants to designate a different payment card or update the expiration date of its payment card, User must change its information online in the account within the Service or contact BeShorlisted support in advance of the next payment due date. If a User’s payment card changes or expires, or is revoked, disputed or not valid for any other reason, BeShortlisted may suspend, terminate, or both (without liability) User’s use of the Service upon 5 days notice sent under this agreement.

**DISCLAIMERS**.

IN SOME SITUATIONS, BeShortlisted relies upon public information and data obtained from many sources, the accuracy of which cannot be guaranteed. BeShortlisted makes no representation or warranty as to the accuracy of information provided AS PART OF THE SERVICE.

The service allows individuals and organisations to connect with each other for networking, recruitment, and business purposes.  BeShortlisted is not involved in ANY ACTUAL transaction BETWEEN ANY USERS. BeShortlisted DOES NOT have control over the quality, safety or legality OF INFORMATION PROVIDED by the Users (including all reports, PERSONAL profiles, tenders, among other things), the truth or accuracy of the information provided, the ability of employers to offer job opportunities or the ability of CANDIDATES to fill job openings.

User is solely responsible for the content and accuracy of their profile and other information provided by them within the service. BeShortlisted is under no legal obligation to, and generally does not, control the information provided by other users that is made available through the service. By its very nature, an INDIVIDUAL’S INFORMATION may BE INACCURATE, deceptively labelled or false.

Because user authentication on the Internet is very difficult, BeShortlisted does not confirm that each user is who they claim to be. IF there is a dispute with ONE OR MORE USERS, EACH user HEREBY releases BeShortlisted (and its employees) from claims, demands, and damages of every kind, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

USER UNDERSTANDS THAT SOME OF THE THIRD-PARTY WEBSITES, DATA SERVICES OR LINKED SITES THAT THE SERVICES USE MAY BE UNAVAILABLE TEMPORARILY OR PERMANENTLY, AND BESHORTLISTED IS NOT RESPONSIBLE FOR ANY SUCH UNAVAILABILITY.  HOWEVER USER MAY TERMINATE THIS AGREEMENT AT THE END OF THAT MONTH (FOR ITS CONVENIENCE) UPON ANY SUCH UNAVAILABILITY ON A PERMANENT BASIS.

BESHORTLISTED DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY THAT SERVICES WILL BE UNINTERRUPTED, ERROR FREE, WITHOUT DELAY AND THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.  WHILE BESHORTLISTED TAKES REASONABLE MEASURES TO SECURE THE SERVICE, BESHORTLISTED DOES NOT GUARANTY THAT THE SERVICE CANNOT BE COMPROMISED. BESHORTLISTED DOES NOT GUARANTY THAT THE USER’S RESULTS CAN BE ACHIEVED BY USING THE SERVICE.

**Proprietary Rights**.

The software, BeShorlisted Content, workflow processes, user interface, designs, know-how and other technologies provided by BeShortlisted as part of the Service are the proprietary property of BeShortlisted or its licensors, and all right, title and interest in and to such items, including all associated intellectual property rights, remain only with BeShortlisted. Beshortlisted reserves all rights not expressly granted in this agreement.

Feedback.

By submitting ideas, suggestions or feedback to BeShortlisted regarding the Service, User agrees that such items submitted do not contain confidential or proprietary information, and User hereby grants Beshortlisted an irrevocable, royalty-free and full paid, perpetual license to such items for any business purpose.

**LIMIT ON LIABILITY AND DISCLAIMER OF DAMAGE**.

There may be situations in which, as a result of material breach or other liability arising under or related to this agreement, User is entitled to make a claim for damages against BeShortlisted. In each situation (regardless of the form of the legal action (e.g. contract or tort claims)), Beshortlisted is not responsible BEYOND THE amount of any direct damage up to the amount paid by User to BeShortlisted within the previous 12 months, or in the case of free ACCOUNTS N15,000 (fifteen thousand Naira).BeShortlisted will not be  responsible for any of the FOLLOWING, ARISING out of or related to this agreement (even if it knows of the possibility of such damage or loss):

loss of, or damage to, data or information;

lost profits, REVENUE OPPORTUNITY, OR PRODUCTIVITY; or

other special, consequential, or indirect damages.

Some states or countries do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply.

**TERM, TERMINATION AND SUSPENSION OF SERVICE.**

·    **Term**: User can terminate this agreement any time. Any prepaid fees are refundable according to the cancellation policy terms. Unless terminated by User, this agreement continues for the duration specified when User ordered the Service, and auto-renews for the duration as specified when ordering according to the BeShortlisted renewal policy terms.

·    **Mutual Termination for Material Breach:**If either party is in material breach of this agreement, the other party may terminate this agreement at the end of a written 10-day notice/cure period, if the breach has not been cured.

·     **Limitations on BeShortlisted Content and Personal Profiles Upon Termination:**Upon termination of this agreement, all BeShotlisted Content and Personal Profiles remains ruled by this agreement.

·    **Suspension of Service for Violations of Law or Restriction:**BeShortlisted may immediately suspend the Service and remove User information if it in good faith believes that, as part of using the Service, User may have violated a law or a restriction in this agreement. BeShortlisted will try to notify User in advance but is not required to do so.

**COVER BY USER.**

User hereby indemnifies BeShortlisted of all damages, fines, and costs (including without limitation attorney's fees and costs) sustained or incurred by BeShortlisted Stemming from or related to any claim by a third-party alleging that any User-provided information or data violates the intellectual property or other right of any third-party, or causes harm to a third-party; User has misused any Beshortlisted Content or a Personal Profile; or otherwise regarding User’s use or access of the Service.

**GOVERNING LAW & DISPUTES**.

This agreement is governed by the laws of the Federal Republic of Nigeria, without regard to conflicts of law principles.  All suits or legal proceedings arising under or related to this agreement (**Claim**) may only be brought in the federal or state courts in Nigeria, and User submits to the personal jurisdiction and venue in that state.  Nothing in this agreement prevents either party from seeking injunctive relief in a court of competent jurisdiction. The prevailing party in any litigation is entitled to recover its attorneys’ fees and costs from the other party.

**MISCELLANEOUS**.

·    **No Assignment.**User may not assign or transfer this agreement in whole or in part to any third party.  BeShortlisted may assign or transfer this agreement as part of a merger, or sale of all or substantially all of the assets of a party, or otherwise upon notice.

·    **Entire Agreement and Changes.**This agreement constitutes the entire agreement between the parties, and supersedes all prior or contemporaneous negotiations, agreements and representations, whether oral or written, related to this subject matter. No modification or waiver of any term of this agreement is effective unless both parties sign it.

·    **Money Damages Insufficient**. Any breach by a party of this agreement or violation of the other party’s intellectual property rights could cause irreparable injury or harm to the other party. The other party may seek a court order to stop any breach or avoid any future breach.

·    **Sovereign Contractors**. The parties are independent contractors with respect to each other.

·    **Enforceability**. If any term of this agreement is invalid or unenforceable, the other terms remain in effect.

·     **Survival of Terms**. Any terms that by their nature survive termination or expiration of this agreement, will survive.