

Terms of Service Agreement

Effective Date: This Terms of Service Agreement was last updated on July 2nd, 2011.

Please read this Agreement carefully.

This Terms of Service Agreement sets forth the standards of use of JMC Resumes, Ltd. Corporation. By using the www.jcresumes.info website you (the "User" or "you") agree to these terms and conditions. If you do not agree to the terms and conditions of this agreement, you should immediately cease all usage of our website. Any Non-Human Visitors to our website shall be considered agents of the individual(s) who controls, authors or otherwise makes use of them. The access rights granted to you under the Terms of Service are non-transferable without the express written permission of us. Furthermore, we reserve the right, at any time, to modify, alter, or update the terms and conditions of this agreement without prior notice. Modifications shall become effective immediately upon being posted at www.jcresumes.info. Your continued use of our website after amendments are posted constitutes an acknowledgement and acceptance of the Agreement and its modifications. Except as provided in this paragraph, this Agreement may not be amended.

1. Description of Service.

JMC Resumes, Ltd. is providing writing, editing, and consulting services. All writing and editing services, as well as admissions consulting services are non-refundable once services are retained. The intake and evaluation of your current resume and job targets may be determined either via written or oral questionnaire or through a phone consultation. After you have received your revised resume, you may contact us by email within 7 days of the sent date posted on the email to you should you need further revisions. We will provide a second draft to you within 7 days from the sent date on the email back from you. Additional charges billed at the rate of \$50 per hour will apply if editing services are requested after the 7 day editing time frame provided for above. We are not responsible for providing service in the circumstance of a customer's failure to upload a resume or to provide a completed questionnaire. Because our services are rendered in a digital format, and cannot be physically returned, our fees are non-refundable. Normal turnaround time is 48-72 hours from the date of receipt but may be longer in certain circumstances which may include the size of each individual project. We do not guarantee a specific time for completion. Prices may vary and are subject to change depending on the scope of each individual project. Work conducted on your resume, cover letter, or other written material may be performed by one or more writers employed or sub-contracted by JMC Resumes, Ltd., and any such writer may be subject to change at any time.

2. Disclaimer of Warranties.

Our website is provided by JMC Resumes, Ltd. on an “as is” and on an “as available” basis. To the fullest extent permitted by applicable law, JMC Resumes, Ltd. makes no representations or warranties of any kind, express or implied, regarding the use or the results of our website in terms of its correctness, accuracy, reliability, or otherwise. JMC Resumes, Ltd. shall have no liability for any interruptions in the use of our website. JMC Resumes, Ltd. disclaims all warranties with regard to the information provided, including the implied warranties of merchantability and fitness for a particular purpose, and non-infringement. Some jurisdictions do not allow the exclusion of implied warranties therefore the above-referenced exclusion is inapplicable.

3. Limitation of Liability.

JMC RESUMES, LTD. SHALL NOT be liable for any damages whatsoever, and in particular Jaime Cooper Consulting shall not be liable for any special, indirect, consequential, or incidental damages, or damages for lost profits, loss of revenue, or loss of use, arising out of or related to the USE OF OUR website or the information contained in it, whether such damages arise in contract, negligence, tort, under statute, in equity, at law, or otherwise, even if JMC Resumes, Ltd. has been advised of the possibility of such damages. SOME JURISDICTIONS DO NOT ALLOW FOR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, THEREFORE SOME OF THE ABOVE LIMITATIONS ARE INAPPLICABLE.

4. Indemnification.

You agree to indemnify and hold Jaime Cooper Consulting, its parents, subsidiaries, affiliates, officers and employees, harmless from any claim or demand, including reasonable attorneys’ fees and costs, made by any third party due to or arising out of your use of our website, the violation of this Agreement, or infringement by you, or other user of our website using your computer, of any intellectual property or any other right of any person or entity.

5. Modifications and Interruption of Website Accessibility.

JMC Resumes, Ltd. reserves the right to modify or discontinue our website with or without notice to you. JMC Resumes, Ltd. shall not be liable to you or any third party should JMC Resumes, Ltd. exercises its right to modify or discontinue our website. You acknowledge and accept that JMC Resumes, Ltd. does not guarantee continuous, uninterrupted or secure access to our website and operation of our website may be interfered with or adversely affected by numerous factors or circumstances outside of our control.

6. Third-Party Sites.

Our website may include links to other sites on the Internet that are owned and operated by online merchants and other third parties. You acknowledge that we are not responsible for the availability of, or the content located on or through, any third-party site. You should contact the website administrator or webmaster for those third-party sites if you have any concerns regarding such links or the content located on such sites. Your use of those third-party sites is subject to the terms of use and privacy policies of each site, and we are not responsible therein. We encourage you to review said privacy policies of third parties' sites.

7. Disclaimer Regarding Accuracy of Vendor Information.

Any product specifications, service descriptions and/or other information not directly written by us have been provided by or supplied by third parties or other companies ("Vendors") or collected from publicly available sources. While JMC Resumes, Ltd. makes every effort to ensure that the information on this website is accurate, we can make no representations or warranties as to the accuracy or reliability of any information provided on our website.

JMC Resumes, Ltd. makes no warranties or representations whatsoever with regard to any product provided or offered by any Vendor, and you acknowledge that any reliance on representations and warranties provided by any Vendor shall be at your own risk.

8. Governing Jurisdiction of the Courts of Florida.

Our website is operated and provided in the State of Florida. As such, we are subject to the laws of the State of Florida, and such laws will govern this Agreement, without giving effect to any choice of law rules. We make no representation that our website or other services are appropriate, legal or available for use in other locations. Accordingly, if you choose to access our website you agree to do so subject to the laws of the State of Florida. You consent to the jurisdiction of federal and state courts within the State of Florida. You consent to the venue in any action brought against you in connection with any breach of this Agreement. You consent to electronic service of process, if available, regarding actions under this agreement.

9. Compliance with Laws.

You assume all knowledge of applicable law and are responsible for compliance with any such laws. You may not use the website or our services in any way that violates applicable state, federal, or international laws, regulations or other government requirements. You further agree not to transmit any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national, or international law or regulation.

10. Copyright and Trademark Information.

All content included or available on our website, including website design, text, graphics, interfaces, and the selection and arrangements thereof is copyrighted by jcresumes.info in 2011 (©2011 jcresumes.info), with all rights reserved, or is the property of JMC Resumes, Ltd. and/or third parties protected by intellectual property rights. Any use of materials on our website, including reproduction for purposes other than those noted above, modification, distribution, or replication, any form of data extraction or data mining, or other commercial exploitation of any kind, without prior written permission of an authorized officer of JMC Resumes, Ltd. is strictly prohibited. You agree that you will not use any robot, spider, or other automatic device, or manual process to monitor or copy our web pages or the content contained therein without prior written permission of an authorized officer of JMC Resumes, Ltd.

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All other trademarks displayed on the JMC Resumes, Ltd. website are the trademarks of their respective owners, and constitute neither an endorsement nor a recommendation of those Vendors. In addition, such use of trademarks or links to the websites of Vendors is not intended to imply, directly or indirectly, that those Vendors endorse or have any affiliation with JMC Resumes, Ltd.

11. Botnets.

JMC Resumes, Ltd. retains the right, at our sole discretion, to terminate any user's access to our website who is determined in our sole discretion or believed to be involved with botnets web spiders, bots, indexers, robots, crawlers, harvesters, or any other computer programs designed to access, read, compile or gather content from our website automatically or any other related activities. If any hostnames are used as command and control points for botnets, JMC Resumes, Ltd. reserves the right to direct the involved hostnames to a honeypot, loopback address, logging facility, or any other destination at our discretion.

12. Records of Your Use and Potential Abuse.

You consent to having your Internet Protocol address recorded. An email address may appear immediately below (the "Identifier") if we suspect potential abuse. The Identifier is uniquely matched to your Internet Protocol address. You agree not to use this address for any reason. YOU AGREE THAT HARVESTING, GATHERING, STORING, TRANSFERRING TO A THIRD PARTY OR SENDING ANY MESSAGE(S) TO THE IDENTIFIER CONSTITUTES AN ACCEPTANCE AND SUBSEQUENT BREACH OF THESE TERMS OF SERVICE.

13. Special License Restrictions for Non-Human Visitors.

Special restrictions on a visitor's license to access the Website apply to Non-Human Visitors. Non-Human Visitors include, but are not limited to, web spiders, bots, indexers, robots, crawlers, harvesters, or any other computer programs designed to access, read, compile or gather content from the Website automatically. Email addresses on this site are considered proprietary intellectual property. It is recognized that these email addresses are provided for human visitors alone. You acknowledge and agree that each email address our website contains has a value not less than US \$50. You further agree that the compilation, storage, and/or distribution of these addresses substantially diminishes the value of these addresses. Intentional collection, harvesting, gathering, and/or storing this Website's email addresses is recognized as a violation of this agreement and expressly prohibited.

14. Other Terms.

If any provision of this Agreement shall be unlawful, void or unenforceable for any reason, the other provisions (and any partially-enforceable provision) shall not be affected thereby and shall remain valid and enforceable to the maximum possible extent. You agree that this Agreement and any other agreements referenced herein may be assigned by JMC Resumes, Ltd., in our sole discretion, to a third party in the event of a merger or acquisition. This Agreement shall apply in addition to, and shall not be superseded by, any other written agreement between us in relation to your use of this website. You agree that by accepting this Agreement, you are consenting to the use and disclosure of your personally identifiable information and other practices described in our Privacy Policy Statement.