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 - ✓ violates any law for the time being in force;
 - ✓ violates any law for the time being in force;
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 - ✓ contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation.
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Job Seekers

Profile creation / Profile registration / Resume /profile Posting / Submission of Resume / profile / Resume / profile Upload / Resume / profile Manager by registering your resume / profile on Notretired.in, you agree to the following terms For

- ✓ The resume /profile/ insertion / profile or information/data fed by the user can be updated by the user alone, free of cost.
- ✓ Notretired offers no guarantee nor warranties that there would be a satisfactory response or any response at all once the resume /profile/ insertion or information /data is fed by the user.
- ✓ Notretired neither guarantees nor offers any warranty about the credentials bonafides, status or otherwise of the prospective employer/organization which downloads the resume /profile/ insertion or information/data and uses it to contact the user.
- ✓ Notretired would not be held liable for loss of any data technical or otherwise, or of the resume /profile/ insertion or information/data or particulars supplied by user due to acts of god as well as reasons beyond its control like corruption of data or delay or failure to perform as a result of any cause(s) or conditions that are beyond Notretired reasonable control including but not limited to strikes, riots, civil unrest, Govt. policies, tampering of data by unauthorized persons like hackers, distributed denial of service attacks, virus attacks, war and natural calamities.
- ✓ It shall be sole prerogative and responsibility of the user to check the authenticity of all or any response received pursuant to the resume /profile/ insertion or information/data being fed into the network system of Notretired by the user, for going out of station or in station for any job or interview. Notretired assumes no responsibility in respect thereof and expressly disclaims any liability for any act, deed or thing which the user may so do, pursuant to the receipt of the response, if any, to the resume /profile/ insertion or information/ date being fed into the network system of Notretired.
- ✓ Uploading of multiple resume /profiles beyond a reasonable limit by the same individual, using the same or different accounts shall entitle Notretired to remove the Resume /profiles without notice to the subscriber. **6.a** This service is only meant for candidates looking for suitable jobs. Any usage with commercial intent is prohibited.
- ✓ Notretired reserves its right to reject and delete any resume /profile/ insertion or information/data fed in by the user without assigning any reason.

- ✓ This free service entitles the user alone i.e the same person, to add modify or change the data/information fed in by him but does not entitle him to use the free service to feed fresh insertion or information/data /resume /profile of another person in place of the insertion or information/data already fed in by such user.
- ✓ Notretired has the right to make all such modifications/editing of resume /profile in order to fit resume /profile in its database.
- ✓ The subscriber shall be assigned a password (s) by Notretired to enable the subscriber to access all the information received through Notretired, but the sole responsibility of the safe custody of the password shall be that of the subscriber and NOT RETIRED ONLINE LLP shall not be responsible for data loss/teft of data/corruption of data or the wrong usage/misuse of the password and any damage or leak of information and its consequential usage by a third party. Notretired undertakes to take all reasonable precautions at its end to ensure that there is no leakage/misuse of the password granted to the subscriber.
- ✓ It shall be the sole responsibility of the user to ensure that it uses the privacy setting options as it deems fit to debar / refuse access of the data fed by it, to such corporate entities individuals or consultants. Notretired shall not be responsible for such insertions / data being accessed by its subscribers or users whose access has not been specifically blocked /debarred by the user while using the privacy settings.
- ✓ Even though you may have marked your profile as unsearchable, on viewing a Recruiter profile when you are logged into your Notretired account, a snapshot of your profile maybe made visible to the recruiter.
- ✓ Although Notretired will make all possible efforts to adhere to these privacy settings, it will not be responsible for a resume /profile being seen by a blocked user for any reason. For best privacy settings it is recommended that you do not allow your resume /profile to be searched at all.
- ✓ The user represents that he/she is not a minor and is not under any legal or other disability which limits his/her ability to comply with these Terms or to install and use the services subscribed and purchased with minimal risk of harm to you or others. You further represent that you are not purchasing the products/services for resale to others and will not do so without NOT RETIRED ONLINE LLP's prior written consent.
- ✓ All changes / modifications made by the user to the data / information shall be effected and will come into operation only after 24-48 hours of such changes / modifications being made.
- ✓ On accepting Terms & Conditions, you agree to: a) NOT RETIRED ONLINE LLP contacting you via email and/or telephone to verify the information available on your profile. b) Making your profile / resume /profile searchable to paying clients of NOT RETIRED ONLINE LLP). We recommend that you read the privacy settings carefully and NOT RETIRED ONLINE LLP will not be held responsible for contacts/mails received by you. b) Receive job alerts (mails detailing jobs that match your profile as entered on Notretired) via email. You may remove yourself from the job alert email database by resetting this option in the Setting section of your resume /profile c) Receive promotional mailers/ special offers. You may remove yourself from the promotional mailer email database by resetting this option on the Setting section of

your resume /profile. d) User/Customer agrees to receive SMS on given mobile number from NotRetired regarding Registration, Verification, Job Updates, or any other information related to NotRetired.in

- ✓ Notretired uses an automated algorithm to match jobs against the keywords/attributes present in the profile submitted by the user, and hence offers no guarantee nor warranties that the jobs sent in the job mail will be relevant to the profile.
- ✓ Notretired neither guarantees nor offers any warranty about the credentials of the prospective employer/organization whose details are sent in the job mail.
- ✓ Although all attempts will be made by Notretired to send all jobs on the specified days, however it does not take any responsibility for job mail not been sent (which may be on account of non-availability of jobs as per the user's specified criteria).
- ✓ Notretired will not be responsible in any way for failure of any backend technology of mail exchange server and resultant inability of a user to receive job mail.
- ✓ Notretired reserves the right to regulate number of jobs sent out in the Job mail to a particular user in a single day.
- ✓ The user agreement between a user/subscriber and NOT RETIRED ONLINE LLP will be treated as having been terminated in the following events: (i) On completion of the term for which the user/subscriber engages the services of the website; or (ii) In case the user/subscriber violates any of the conditions of this agreement or any other agreement entered into by him with NOT RETIRED ONLINE LLP , however, such termination will be at the option and discretion of NOT RETIRED ONLINE LLP ; or (iii)On writing and on such terms as agreed to by the parties mutually.
- ✓ Notretired would not be held liable for loss of any data technical or otherwise, and particulars supplied by subscribers due to reasons beyond its control like corruption of data or delay or failure to perform as a result of any causes or conditions that are beyond Notretired reasonable control including but not limited to strikes, riots, civil unrest, Govt. policies, tampering of data by unauthorized persons like hackers, war and natural calamities.
- ✓ The User of these services does not claim any copyright or other Intellectual Property Right over the data uploaded by him/her on the website.
- ✓ Jurisdiction for any disputes arising from and related to this contest shall be Bengaluru, India to the exclusion of all other courts.
- ✓ Disputes shall be resolved in accordance with the laws of India as applicable

Non Registered Users

- ✓ The user undertakes that the data/information being provided by him/her in the resume /profile is true and correct in all respects.
- ✓ NOT RETIRED ONLINE LLP does not share personally identifiable data of any individual with other companies/entities without obtaining permission. NOT RETIRED ONLINE LLP may share all such information that it has in its possession for its own purposes including sending promotional mailers etc and in response to legal process, such as a court order or subpoena.

- ✓ The user undertakes that he/she will not disseminate false/objectionable/offensive material using these services.
- ✓ This interface shall be exclusively for the purposes of bona fide job applications; usage of the interface in any other fashion is strictly prohibited.
- ✓ Notretired neither guarantees nor offers any warranty about the credentials bonafides, status or otherwise of the prospective employer/organization which downloads the resume /profile/ insertion or information/data and uses it to contact the user.
- ✓ The user shall not infringe on any intellectual property rights of any person/entity or retain information/download any information from any computer system or otherwise with an intention to do so.
- ✓ The User/subscriber/visitor to Notretired or affiliated site(s) is prohibited from introducing/posting or transmitting information or software, which contains a computer virus, or a contaminant, worm or other harmful components on the internet or on Notretired.in site or sub-domains or on any affiliate sites or any other network system
- ✓ NOT RETIRED ONLINE LLP will not be party to any legal proceedings between a user (e.g. a subscriber) and a party contracted through the site. In case NOT RETIRED ONLINE LLP is implicated in any legal proceedings, costs will be recovered from the party that names NOT RETIRED ONLINE LLP . Notretired however will abide with any court order served on it through due process.
- ✓ Jurisdiction for any disputes arising from and related to this contest shall be Bengaluru, India to the exclusion of all other courts.
- ✓ Disputes shall be resolved in accordance with the laws of India as applicable.
- ✓ User/Customer agrees to receive SMS on given mobile number from NotRetired on Registration, Verification, Job Updates, or any other information related to NotRetired.in

Recruiter

- ✓ Notretired shall place the information relating to vacancies on Notretired.in jobs board or such other Classified sections on the website Notretired.in or such other mirror or parallel site(s) or in allied publications as Notretired may deem fit and proper but such additional web hosting shall be without any extra cost to the subscriber / user.
- ✓ The insertion so displayed in the classified section of Notretired shall be for a fixed period, which period is subject to change without notice. Every instance of refreshing and existing listing entitles you to an additional fixed period starting from the date on which the listing is refreshed and shall be counted as fresh posting.
- ✓ Notretired offers no guarantee nor warranties that there would be a satisfactory response or any response at all subscriber for applications.
- ✓ Notretired shall in no way be held liable for any information received by the subscriber and it shall be the sole responsibility of the subscriber to check, authenticate and verify the information/response received at its own cost and expense.

- ✓ Any actions taken by an employer/recruiter on the basis of the background check report or otherwise, is the employer's/recruiter's responsibility alone and Notretired will not be liable in any manner for the consequences of such action taken by the user
- ✓ Notretired reserves its right to suspend/terminate the services contracted for by the subscriber either prior to or during the contracted period without assigning any reason. In such an eventuality, any amount so paid for by the subscriber for this service, may be refunded by Notretired at a pro rata basis to the subscriber at its discretion.
- ✓ Notretired reserves its right to reject any insertion or information/data provided by the subscriber without assigning any reason either before uploading or after uploading the vacancy details, but in such an eventuality, any amount so paid for, may be refunded to the subscriber on a pro-rata basis at the sole discretion of Notretired.
- ✓ By posting/uploading a job posting on the website you confirm that you have obtained all licenses/permits as are necessary for recruitment and to indemnify NOT RETIRED ONLINE LLP against all claims, damages arising out of actions/claims that may be made in relation to the same.
- ✓ Notretired has the right to make all such modifications/editing of the vacancy details in order to fit its database.
- ✓ All information intimated by the subscriber / recruiter and displayed by Notretired on Notretired.in becomes public knowledge and Notretired may at its sole discretion include the vacancy intimated by a subscriber for display on Notretired in any other media including the print media at no extra costs to the subscriber and Notretired shall not be held liable for usage/publicity of such information.
- ✓ Notretired offers no guarantee nor warranties that there would be a satisfactory response or any at all response once the job is put on display.
- ✓ Notretired shall in no way be held liable for any information received by the subscriber and it shall be the sole responsibility of the subscriber to check, authenticate and verify the information/response received at its own cost and expense.
- ✓ Notretired would not be held liable for any loss of data, technical or otherwise, information, particulars supplied by the subscriber, due the reasons beyond its control like corruption of data or delay or failure to perform as a result of any causes or conditions that are beyond Notretired reasonable control including but not limited to strike, riots, civil unrest, Govt. policies, tampering of data by unauthorized persons like hackers, war and natural calamities.
- ✓ Notretired will commence providing services only upon receipt of amount/charges upfront either from the subscriber or from a third party on behalf of the subscriber.
- ✓ The subscriber/Recruiter shall be deemed to give an undertaking to Notretired that the jobs sought to be advertised on the classified section of Notretired are in existence, are genuine and that the subscriber / recruiter has the authority to advertise for such jobs.
- ✓ Notretired will commence providing services only upon receipt of amount/charges upfront either from the subscriber or from a third party on behalf of the subscriber.

- ✓ The subscriber/Recruiter must give an undertaking to Notretired that there will be no fee charged from any person who responds to jobs advertised on the classified section of Notretired for processing of applications / responses from such person.
- ✓ Notretired reserves its right to change the look, feel, design, prominence, and depiction, classification of the classified section of Notretired at any time without assigning any reason and without giving any notice.
- ✓ The subscriber shall be assigned password (s) by Notretired to enable the subscriber to post vacancies on the site in agreed upon section(s), but the sole responsibility of the safe custody of the password shall be that of the subscriber and Notretired shall not be responsible for data loss/theft of data/corruption of data or the wrong usage/misuse of the password and any damage or leak of information and its consequential usage by a third party. Notretired undertakes to take all reasonable precautions at its end to ensure that there is no leakage/misuse of the password granted to the subscriber.
- ✓ The information on Notretired is for use by its subscribers alone and does not authorize the subscriber to download and use the data for commercial purposes. In case anyone is found to be in violation of this then Notretired at its discretion may suspend its service/subscription and also may take such action as it may be advised.
- ✓ NotRetired may use Subscriber/Recruiter or User's information in NotRetired.in website, pamphlets or any other marketing material. For any objections, Users can contact NotRetired.
- ✓ The subscriber shall not use / circulate / forward a person's resume /profile hosted on the Notretired / Resume /profiles to his / her current employer as mentioned by the person in his / her resume /profile.
- ✓ The User of these services does not claim any copyright or other Intellectual Property Right over the data uploaded by him/her on the website.
- ✓ All disputes arising out of the transactions between a user and Notretired will be resolved in accordance with the laws of India as applicable.
- ✓ All Disputes arising out of the transactions between a user and NOT RETIRED ONLINE LLP will be subject to the jurisdiction of Courts situate in Bengaluru alone.
- ✓ User/Customer agrees to receive SMS on given mobile number from NotRetired on Registration, Verification, Job Updates, or any other information related to NotRetired.in

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Notretired shall have no liability to you for any interruption or delay in access to the Site irrespective of the cause.

Indian Law

The Agreement shall be governed by the Laws of India. The Courts of law at Bengaluru shall have exclusive jurisdiction over any disputes arising under this agreement.

ANTI SPAM POLICY

The use and access to jobseeker data is subject to this policy. The services provided to you are aimed at providing recruitment solutions and should be restricted to contacting suitable candidates for genuine jobs in existence.

Mailing practices such as transmitting marketing and promotional mailers/ Offensive messages/ messages with misleading subject lines in order to intentionally obfuscate the original message, are strictly prohibited.

We reserve the right to terminate services, without prior notice, to the originator of Spam. No refund shall be admissible under such circumstances.

Following is an illustrative (not exhaustive) list of the kinds of messages which can be classified as spam:

- ✓ Unsolicited Bulk Messages/Unsolicited Commercial Communications.
- ✓ Voice Calls/SMS to telephone numbers registered on the National Consumer Preference Register.
- ✓ Non Job related mails.
- ✓ Messages with misleading subject lines.
- ✓ Blank Messages.
- ✓ Extra ordinary High Number of mails.
- ✓ Mails soliciting payments.
- ✓ Misleading/Fraudulent mails.

Users agree to indemnify and hold harmless NOT RETIRED ONLINE LLP from any damages or claims arising out of usage for transmitting spam

Users are advised to change their passwords frequently in order to reduce the possibility of misuse of their accounts.

To seek more information and to report Spam. Please mail us at: admin@notretired.in

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