

TERMS OF USE

1. GENERAL

- a) This document is an electronic record in terms of Information Technology Act, 2000 and rules there under as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures.
- b) This document is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries guidelines) Rules, 2011 that require publishing the rules and regulations, privacy policy and Terms of Use for access or usage of the Website www.notretired.in
- c) For the purpose of these Terms of Use (“**Terms**”), wherever the context so requires,
 - i) The term ‘**You**’ ‘**Your**’ & ‘**User**’ shall mean any legal person or entity accessing ,using the Services provided on this Website, who is competent to enter into binding contracts, as per the provisions of the Indian Contract Act, 1872;
 - ii) The terms ‘**We**’, ‘**Us**’ , ‘**Our**’ & ‘**Notretired**’ shall mean the Website and/or the Company, as the context so requires.
 - iii) The term ‘**Services**’ shall mean those Services offered on the Website by the Company, including but not limited to Searching of jobs/ profiles by Job seekers and Employers respectively, Providing an Advanced technology platform to match candidates with job opportunities and vice-versa, assistance to users over email, phone, chat on the website and Facebook, sending auto alerts via email and sms, whenever there is a requirement match, setting up Blogs covering vast topics that are relevant to retired, sending Newsletters via email providing recent updates on the portal and Forum for community discussion.
 - iv) The terms ‘**Party**’ & ‘**Parties**’ shall respectively be used to refer to the User and the Company individually and collectively, as the context

so requires.

- d) The headings of each section in these Terms are only for the purpose of organizing the various provisions under these Terms in an orderly manner, and shall not be used by either Party to interpret the provisions contained herein in any manner. Further, it is specifically agreed to by the Parties that the headings shall have no legal or contractual value.
- e) The use of the Website by the User is solely governed by these Terms as well as the Privacy Policy (“**Policy**”), available at https://www.notretired.in/terms/privacy_policy.pdf any modifications or amendments made thereto by the Company from time to time, at its sole discretion. Visiting the home page of the Website and/or using any of the Services provided on the Website shall be deemed to signify the User’s unequivocal acceptance of these Terms and the aforementioned Policy, and the User expressly agrees to be bound by the same. The User expressly agrees and acknowledges that the Terms and Policy is co-terminus, and that expiry/termination of either one will lead to the termination of the other, save as provided in Section 3 hereunder.
- f) The User unequivocally agrees that these Terms and the aforementioned Policy constitute a legally binding agreement between the User and the Company, and that the User shall be subject to the rules, guidelines, policies, terms, and conditions applicable to any Service that is provided by the Website, and that the same shall be deemed to be incorporated into these Terms, and shall be treated as part and parcel of the same. The User acknowledges and agrees that no signature or express act is required to make these Terms and the Policy binding on the User, and that the User’s act of visiting any part of the Website constitutes the User’s full and final acceptance of these Terms and the aforementioned Policy.
- g) The Company reserves the sole and exclusive right to amend or modify these Terms without any prior permission or intimation to the User, and

the User expressly agrees that any such amendments or modifications shall come into effect immediately. The User has a duty to periodically check the terms and stay updated on its requirements. If the User continues to use the Website following such a change, the User will be deemed to have consented to any and all amendments / modifications made to the Terms. In so far as the User complies with these Terms, he/she is granted a personal, non-exclusive, non-transferable, revocable, limited privilege to enter and use the Website.

- h) All contests conducted by NotRetired are subject to individual contest rules and any issues/complaints with respect to the contest should be informed to NotRetired within 24hours. NotRetired shall examine the issue and provide appropriate resolution on time. Participation by Users in any of the contest is voluntary and by participating, User agrees NotRetired to contact them either via sms or call

2. ELIGIBILITY

The User represents and warrants that he/she is competent and eligible to enter into legally binding agreements and that he/she has the requisite authority to bind himself/herself to these Terms, as determined solely by the provisions of the Indian Contract Act, 1872. The User may not use this Website if he/she is not competent to contract under the Indian Contract Act, 1872, or is disqualified from doing so by any other applicable law, rule or regulation currently in force. If You are a minor and wish to use the Website, You may do so through Your legal guardian.

3. TERM

These Terms shall continue to form a valid and binding contract between the Parties, and shall continue to be in full force and effect until:

- a) The User continues to access and use the Website; or
- b) The Transaction between the Parties, if any, concludes to the satisfaction of both Parties;

Whichever is longer. The Parties agree that certain portions of these Terms (“**Sections**”), shall continue to remain in full force and effect indefinitely,

even after the expiry or termination of these Terms as contemplated herein.

4. TERMINATION

The Company reserves the right, in its sole discretion, to unilaterally terminate the User's access to the Services offered on the Website, or any portion thereof, at any time, without notice or cause. The User shall continue to be bound by these Terms, and it is expressly agreed to by the Parties that the User shall not have the right to terminate these Terms till the expiry of the same, as described in Clause 3 hereinabove.

5. COMMUNICATION

By using this Website, and providing his/her contact information to the Company through the Website, the User hereby agrees and consents to receiving calls, autodialed and/or pre-recorded message calls, e-mails and SMSs from the Company and/or any of its affiliates or partners at any time, subject to the Policy. In the event that the User wishes to stop receiving any such marketing or promotional calls / email messages / text messages, the User may send an e-mail to the effect to ***admin@notretired.in***. The User agrees and acknowledges that it may take up to seven (7) business days for the Company to give effect to such a request by the User.

The User expressly agrees that notwithstanding anything contained hereinabove, he/she may be contacted by the Company or any of its affiliates / partners relating to any Service availed of by the User on the Website or anything pursuant thereto.

It is expressly agreed to by the Parties that any information shared by the User with the Company shall be governed by the Policy.

6. REGISTRATION

In registering for an account on the Site, you agree to (1) provide true, accurate, current, and complete information about yourself as prompted by the Services' registration form ("**Registration Data**"), and (2) maintain and

promptly update the Registration Data to keep it true, accurate, current and complete. You are responsible for all activities that occur under your account. If you provide any Content that is untrue, inaccurate, not current, or incomplete, or Notretired has reasonable grounds to suspect that such Content is untrue, inaccurate, not current or incomplete, Notretired has the right to suspend or terminate your account, as under **Section 5**, and refuse any and all current or future use of the Site or Service. You agree not to create an account using a false identity or information, or on behalf of someone other than yourself. You agree that you shall not have more than one account. You agree not to create an account or use the Site or Service if you have been previously removed by Notretired, or if you have been previously banned from the Site or Service.

Prospective Employee

In order to use Notretired as a Prospective Employee you must register and create a profile. The use of the Site and the Service is free for Prospective Employees. When registering with Notretired, we may require you to provide us information such as Your name, e-mail address, employment history, work experience, phone number, email id, experience information, education details, their picture, facebook/ linkedin authorization, Address, salary, hobbies, preferences and skill set. Furthermore, you agree to provide us with any other identifying documents that we may request. We will review the information that you provide to us during the registration process and we may also review any other information about you that is publicly available. We reserve the right, in our sole discretion, to accept or reject your registration to use our Site and Service. If your registration is accepted, you will be allowed to use our Service.

Employer

In order to use Notretired as an Employer you must also register. Registration is free. When registering we may ask you for additional information related to your Company and the types of Prospective Employees you are looking for. When registering with Notretired, we will require you to provide us

information such as Name, Contact details like Phone number, Email id, Company information, picture, address, job vacancy details, preferences and company registration details. We will review the information that you provided to us during the registration process and any other information that is publicly available. We reserve the right, in our sole discretion, to accept or reject your registration to use our Site and Service. If your registration is accepted, you will be allowed to engage with, and make Requests to, Prospective Employees that have posted their profiles on Notretired.

7. PAYMENT

The Company accepts the following modes of payment:

- a) Domestic and international credit cards issued by banks and institutions that are part of the Visa, Master card & Amex Card;
- b) Visa Debit cards issued by domestic banks and those which are acceptable by the ESP;
- c) Net banking/Direct Debit payments from select banks in India;
- d) NEFT/RTGS
- e) Cheque Payment

To process such financial transactions, We use third-party electronic payment processors or service providers (ESPs). As required, you permanently authorize us to instruct such ESPs to handle Account deposits and withdrawals from your account. You also permanently agree that in accordance with your requests as submitted, we may give such instructions on your behalf. You agree to be certain by the terms and conditions of use of each appropriate ESP. In the event of conflict between these Agreements and the ESP's terms and conditions, these Agreements shall prevail.

8. SECURITY

Transactions on the Website are secure and protected. Any information entered by the User when transacting on the Website is encrypted to protect the User against unintentional disclosure to third parties. The User's credit

and debit card information is not received, stored by or retained by the Company/Website in any manner. This information is supplied by the User directly to the relevant payment gateway which is authorized to handle the information provided, and is compliant with the regulations and requirements of various banks and institutions and payment franchisees that it is associated with.

9. USER OBLIGATIONS

The User:

- a) is responsible for his/her use of the Site and Service and for any use of the Site or Service made using your account. You agree not to access, copy, or otherwise use the Site or the Service, including our intellectual property and trademarks, except as authorized by this Agreement or as otherwise authorized in writing by Notretired. Remember when using Notretired we ask you to act reasonably and responsibly with others. Your continued access to our Site and use of our Service are contingent on your agreement to act in a proper manner.
- b) agrees that they are solely responsible to the Company and to any third party for any breach of Your obligations under the Terms of Use and for the consequences (including any loss or damage which the Company or its affiliates may suffer for any such breach.
- c) agrees to use the Website and the Services provided therein only for purposes that are permitted by: (a) the Terms of Use; and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions.
- d) understands that Notretired does not inquire into the backgrounds of its users or attempt to verify the statements of its users (although it reserves the right to conduct any background check or other screenings at any time using available public records), and that you are responsible for (1) conducting any background checks, reference checks, or other due diligence that you may require before making an offer of employment to a prospective employee, and (2) complying with all laws and regulations relating to the intended employment of any prospective employee.
- e) hereby agrees to provide genuine credentials during the process of

registration for the Website. You shall not use a fictitious identity to register.

- f) agrees to ensure the email address provided in your account registration is valid at all times and shall keep your contact information accurate and up-to-date.
- g) agrees to comply with all local laws and regulations governing the downloading, installation and/or use of the the Website, including, without limitation to, any usage rules set forth in this Agreement.
- h) recognizes, acknowledges and agrees that you are not an employee of Notretired and that Notretired does not, in any way, supervise, direct, or control Your work or Services;

Restricted Use:

The User agrees and acknowledges that he/she is a restricted user of this Website, and that he/she:

- i) is bound not to cut, copy, distribute, modify, recreate, reverse engineer, distribute, disseminate, post, publish or create derivative works from, transfer, or sell any information or software obtained from the Website. Any such use / limited use of the Website will only be allowed with the prior express written permission of the Company. For the removal of doubt, it is clarified that unlimited or wholesale reproduction, copying of the content for commercial or non-commercial purposes and unwarranted modification of data and information contained on the Website is expressly prohibited.
- j) agrees not to access (or attempt to access) the Website and/or the materials or Services by any means other than through the interface provided by the Website. The use of deep-link, robot, spider or other automatic Product, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Website or its content, or in any way reproduce or circumvent the navigational structure or presentation of the Website, materials or any content, or to obtain or attempt to obtain any materials,

documents or information through any means not specifically made available through the Website will lead to suspension or termination of the User's access to the Website, as detailed in Section 14 hereinbelow. The User acknowledges and agrees that by accessing or using the Website or any of the Services provided therein, he/she may be exposed to content that he/she may consider offensive, indecent or otherwise objectionable. The Company disclaims any and all liabilities arising in relation to such offensive content on the Website. The User expressly agrees and acknowledges that the Services displayed on the Website are not owned by the Company/Website, and that the same are the exclusive property of certain third parties who have chosen to market their Services through the Company's Website, and that the Company/Website is in no way responsible for the content of the same. The User may however report any such offensive or objectionable content, which the Company may then remove from the Website, at its sole discretion.

- k) In places where Website permits the User to post or upload data/information, the User undertakes to ensure that such material is not offensive or objectionable, and is in accordance with applicable laws. The User expressly agrees that any such material that is deemed to be objectionable/offensive may be removed from the Website immediately and without notice, and further that the User's access to the Website may also be permanently revoked, at the sole discretion of the Company.
- l) Further undertakes not to:
- i. Abuse, harass, threaten, defame, disillusion, erode, abrogate, demean or otherwise violate the legal rights of any other person or entity;
 - ii. Engage in any activity that interferes with or disrupts access to the Website or the Services provided therein (or the servers and networks which are connected to the Website);
 - iii. Impersonate any person or entity, or falsely state or otherwise misrepresent his/her affiliation with a person or entity;
 - iv. Publish, post, disseminate, any information which is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or

- racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever under any law, rule or regulation currently in force; or unlawfully threatening or unlawfully harassing including but not limited to "indecent representation of women" within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986;
- v. Post any image/file/data that infringes the copyright, patent or trademark of another person or legal entity;
 - vi. Upload or distribute files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of the Website;
 - vii. Download any file posted/uploaded by another user of the Website that the User is aware, or should reasonably be aware, cannot be legally distributed in such a manner;
 - viii. Probe, scan or test the vulnerability of the Website or any network connected to the Website, nor breach the security or authentication measures on the Website or any network connected to the Website. The User may not reverse look-up, trace or seek to trace any information relating to any other user of, or visitor to, the Website, or any other Buyer of the Website, including any user account maintained on the Website not operated/managed by the User, or exploit the Website or information made available or offered by or through the Website, in any manner;
 - ix. Disrupt or interfere with the security of, or otherwise cause harm to, the Website, systems resources, accounts, passwords, servers or networks connected to or accessible through the Websites/Application or any affiliated or linked Websites;
 - x. Collect or store data about other users of the Website.
 - xi. Use the Website or any material or content therein for any purpose that is unlawful or prohibited by these Terms, or to solicit the performance of any illegal activity or other activity which infringes the rights of this Website or any other third party(ies);
 - xii. Violate any code of conduct or guideline which may be applicable for

- or to any particular Product offered on the Website;
- xiii. Violate any applicable laws, rules or regulations currently in force within or outside India;
 - xiv. Violate any portion of these Terms or the Policy, including but not limited to any applicable additional terms of the Website contained herein or elsewhere, whether made by amendment, modification, or otherwise;
 - xv. Threaten the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order, or cause incitement to the commission of any cognizable offence, or prevent the investigation of any offence, or insult any other nation.
 - xvi. Publish, post, or disseminate information that is false, inaccurate or misleading;
 - xvii. Directly or indirectly offer, attempt to offer, trade, or attempt to trade, any item the dealing of which is prohibited or restricted in any manner under the provisions of any applicable law, rule, regulation or guideline for the time being in force.
 - xviii. Commit any act that causes the Company to lose (in whole or in part) the services of its internet service provider ("**ISP**") or in any manner disrupts the services of any other supplier/service provider of the Company/Website;
 - xix. Engage in advertising to, or solicitation of, other users of the Website to buy or sell any Services not currently displayed on the Website. The User may not transmit any chain letters or unsolicited commercial or junk email/messages to other users via the Website or through any other internet based platform infringing the reputation of the Company or its Services. It shall be a violation of these Terms to use any information obtained from the Website in order to harass, abuse, or harm another person, or in order to contact, advertise to, solicit, or sell to another user of the Website without the express prior written consent of the Company.

m) The User expressly understands and agrees the following.

- i. In order to generally use and browse through the Website, You need

- not be a Registered User. However, certain parts or sections of the Website demand you to register. If registration is required, You agree to provide us with accurate and complete registration information.
- ii. It is the sole responsibility of the user to inform Company of any changes to that information.
 - iii. Each registration is for a single individual only, unless specifically designated otherwise on the registration page.
 - iv. You are responsible for maintaining the confidentiality of your account credentials.
 - v. You shall be responsible for all uses of your account, whether or not authorized by You. You agree to immediately notify us of any unauthorized access or use of Your account or password.
 - vi. When a User registers on the Website, You will be asked to provide us with certain information including, without limitation, Your name, username, contact number, date of birth, gender, a valid email address and shipping address.
 - vii. Any attempt by the User to use fake/stolen Credit and Debit Cards will result in the blocking of the User's account by the Company.
 - viii. In addition to these Terms of Use, You understand and agree that We may collect and disclose certain information about You to third parties. In order to understand how We collect and use your information, please visit our Privacy Policy at https://www.notretired.in/terms/privacy_policy.pdf

The User hereby expressly authorises the Company/Website to disclose any and all information relating to the User in the possession of the Company/Website to law enforcement or other government officials, as the Company may in its sole discretion, believe necessary or appropriate in connection with the investigation and/or resolution of possible crimes, especially those involve personal injury and theft / infringement of intellectual property. The User further understands that the Company/Website might be directed to disclose any information (including the identity of persons providing information or materials on the Website) as necessary to satisfy any judicial order, law, regulation or valid governmental request.

The User expressly agrees and acknowledges that the Company/Website has no obligation to monitor the materials posted on the Website, but that it has the right to remove or edit any content that in its sole discretion violates, or is alleged to violate, any applicable law or either the spirit or letter of these Terms. Notwithstanding this right, the User remains solely responsible for the content of the materials posted on the Website by him/her. In no event shall the Company/Website assume or be deemed to have any responsibility or liability for any content posted, or for any claims, damages or losses resulting from use of any such content and/or the appearance of any content on the Website. The User hereby represents and warrants that he/she has all necessary rights in and to all content provided as well as all information contained therein, and that such content does not infringe any proprietary or other rights of any third party(ies), nor does it contain any libellous, tortuous, or otherwise unlawful or offensive material, and the User hereby accepts full responsibility for any consequences that may arise due to the publishing of any such material on the Website.

10. SUSPENSION OF USER ACCESS AND ACTIVITY

Notwithstanding other legal remedies that may be available to it, the Company may in its sole discretion limit the User's access and/ or activity by immediately removing the User's access credentials either temporarily or indefinitely, or suspend/ terminate the User's access, and/or refuse to provide User with access to the Website, without being required to provide the User with notice or cause:

- a) If the User is in breach of any of these Terms or the Policy;
- b) If the User has provided wrong, inaccurate, incomplete or incorrect information;
- c) If the User's actions may cause any harm, damage or loss to the other users or to the Website/Company, at the sole discretion of the Company.

11. INDEMNITY AND LIMITATIONS

The User hereby expressly agrees to defend, indemnify and hold harmless the

Website and the Company, its parent, subsidiaries, affiliates, employees, directors, officers, agents and their successors and assigns and against any and all claims, liabilities, damages, losses, costs and expenses, including attorney's fees, caused by or arising out of claims based upon the User's actions or inactions, including but not limited to any warranties, representations or undertakings, or in relation to the non-fulfilment of any of the User's obligations under this Agreement, or arising out of the User's infringement of any applicable laws, rules and regulations, including but not limited to infringement of intellectual property rights, payment of statutory dues and taxes, claims of libel, defamation, violation of rights of privacy or publicity, loss of service by other subscribers, or the infringement of any other rights of a third party.

In no event shall the Company/Website be liable to compensate the User or any third party for any special, incidental, indirect, consequential or punitive damages whatsoever, including those resulting from loss of use, data or profits, whether or not foreseeable, and whether or not the Company/Website had been advised of the possibility of such damages, or based on any theory of liability, including breach of contract or warranty, negligence or other tortuous action, or any other claim arising out of or in connection with the User's use of or access to the Website and/or the Services or materials contained therein.

The limitations and exclusions in this section apply to the maximum extent permitted by applicable law, and the Parties expressly agree that in the event of any statute, rule, regulation or amendment coming into force that would result in the Company/Website incurring any form of liability whatsoever, these Terms and the Policy will stand terminated one (1) day before the coming into effect of such statute, rule, regulation or amendment. It is further agreed to by the Parties that the contents of this Section shall survive even after the termination or expiry of the Terms and/or Policy.

12. INTELLECTUAL PROPERTY RIGHTS

Unless expressly agreed to in writing, nothing contained herein shall give the

User a right to use any of the Website's trade names, trademarks, service marks, logos, domain names, information, questions, answers, solutions, reports and other distinctive brand features, save according to the provisions of these Terms. All logos, trademarks, brand names, service marks, domain names, including material, designs, and graphics created by and developed by the Website and other distinctive brand features of the Website are the property of the Company. Furthermore, with respect to the Website created by the Company, the Company shall be the exclusive owner of all the designs, graphics and the like, related to the Website.

The User may not use any of the intellectual property displayed on the Website in any manner that is likely to cause confusion among existing or prospective users of the Website, or that in any manner disparages or discredits the Company/Website, to be determined in the sole discretion of the Company.

The User is aware that the Services are creations of the Company, and all intellectual property, including but not limited to copyrights, relating to said Services resides with the said Company, and that at no point does any such intellectual property stand transferred from the aforementioned owners to the Website/Company, or to the User.

The User is further aware that any reproduction or infringement of the intellectual property of the aforementioned owners by the User will result in legal action being initiated against the User by the respective owners of the intellectual property so reproduced / infringed upon. It is agreed to by the Parties that the contents of this Section shall survive even after the termination or expiry of the Terms and/or Policy.

13. DISCLAIMER OF WARRANTIES AND LIABILITIES

- a) The Company provides you information regarding your Service or other peripherals connected to your Service. The type of Service peripherals that may be connected to your Service may change from time to time. Without limiting the generality of the disclaimers above, all information is

provided for your convenience, on an “as is”, and “as available” basis.

- b) The Company does not represent, warrant, or guarantee that Service information will be available, accurate, or reliable or that Service information or use of the Services will provide safety in your home. You use all the Services at your own discretion and risk. You will be solely responsible for (and the Company disclaims) any and all loss, liability, or damages resulting from your use of the Services.
- c) Any limitations of liability in this warranty document shall not apply to death or personal injury pursuant to any mandatory law on liability of the Service, fraud or fraudulent misrepresentation; intentional misconduct or gross negligence; or a culpable breach of major contractual obligations. A damage claim based on a breach of major contractual obligations or gross negligence will be limited to foreseeable damage typical for the contract concerned.
- d) The Company/Website does not make any representation or Warranty as to specifics (such as quality, value, salability, etc.) of the Services proposed to be offered on the Website. The Company/Website does not implicitly or explicitly support or endorse the using of the Services on the Website.
- e) The Website and the Company accepts no liability for any errors or omissions, whether on behalf of itself, Companys or third parties, or for any damage caused to the User, the User’s belongings, or any third party, resulting from the use or misuse of any Service availed of by the User from the Website.
- f) The User is solely responsible for the security and confidentiality of his/her credit/debit card details. The Company expressly disclaims all liabilities that may arise as a consequence of any unauthorized use of Your credit/ debit card.
- g) The Website and the Company accepts no liability for any errors or omissions, whether on behalf of itself or third parties, or for any damage caused to the User, the User’s belongings, or any third party, resulting from the use or misuse of any Service availed of by the User from the Website.
- h) The Company/Website does not guarantee that the functions and Services

contained in the Website will be uninterrupted or error-free, or that the Website or its server will be free of viruses or other harmful components, and the User hereby expressly accepts any and all associated risks involved with the User's use of the Website.

- i) It is further agreed to by the Parties that the contents of this Section shall survive even after the termination or expiry of the Terms and/or Policy.

14. CONTENT

If User posts a photograph, job titles, company name and other information on the profile section, Notretired has the right to use this Content for marketing purposes.

- (i) User acknowledges and agrees that Notretired may use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display any or all photographs, audio, video and film of User obtained through the Platform(s) to create marketing materials (collectively, "Content"), in whole or in part, in any manner or media as Notretired sees fit, and
- (ii) (ii) User acknowledges and agrees that Notretired owns all right, title and interest in and to the Content and any and all Intellectual Property Rights embodied in the Content.

15. SUBMISSIONS

Any comments, ideas, suggestions, initiation, or any other content contributed by the User to the Company or this Website will be deemed to include a royalty-free, perpetual, irrevocable, nonexclusive right and license for the Company to adopt, publish, reproduce, disseminate, transmit, distribute, copy, use, create derivative works, display worldwide, or act on such content, without additional approval or consideration, in any media, or technology now known or later developed, for the full term of any rights that may exist in such content, and the User hereby waives any claim to the contrary. The User hereby represents and warrants that he/she owns or otherwise controls all of the rights to the content contributed to the Website, and that use of such content by the Company/Website does not infringe upon or violate the rights of any third party. In the event of any action initiated against the

Company/Website by any such affected third party, the User hereby expressly agrees to indemnify and hold harmless the Company/Website, for its use of any such information provided to it by the User. The Company reserves its right to defend itself in any such legal disputes that may arise, and recover the costs incurred in such proceedings from the User.

16. BLOGGING

The Website offers a discussion or informational section about Employment, Opportunities and various other related topics published on the Website and consisting of discrete entries ("posts") typically displayed in reverse chronological order. The Users participate and share their views on the Blog section on the Website which obsessively covers the Job industry with the latest news, updates, laws, opportunities, pictures and videos.

17. FORCE MAJEURE

Neither the Company nor the Website shall be liable for damages for any delay or failure to perform its obligations hereunder if such delay or failure is due to cause beyond its control or without its fault or negligence, due to Force Majeure events including but not limited to acts of war, acts of God, earthquake, riot, sabotage, labor shortage or dispute, internet interruption, technical failure, breakage of sea cable, hacking, piracy, cheating, illegal or unauthorized.

18. DISPUTE RESOLUTION AND JURISDICTION

It is expressly agreed to by the Parties hereto that the formation, interpretation and performance of these Terms and any disputes arising herefrom will be resolved through a two-step Alternate Dispute Resolution (“ADR”) mechanism. It is further agreed to by the Parties that the contents of this Section shall survive even after the termination or expiry of the Terms and/or Policy.

a) **Mediation:** In case of any dispute between the parties, the Parties will

attempt to resolve the same amicably amongst themselves, to the mutual satisfaction of both Parties. In the event that the Parties are unable to reach such an amicable solution within thirty (30) days of one Party communicating the existence of a dispute to the other Party, the dispute will be resolved by arbitration, as detailed hereinbelow;

- b) **Arbitration.** In the event that the Parties are unable to amicably resolve a dispute by mediation, said dispute will be referred to arbitration by a sole arbitrator to be appointed by the Company, and the award passed by such sole arbitrator will be valid and binding on both Parties. The Parties shall bear their own costs for the proceedings, although the sole arbitrator may, in his/her sole discretion, direct either Party to bear the entire cost of the proceedings. The arbitration shall be conducted in English, and the seat of Arbitration shall be the city of *Hyderabad*.

The Parties expressly agree that the Terms, Policy and any other agreements entered into between the Parties are governed by the laws, rules and regulations of the state of Telangana, India, and that the Courts at Hyderabad shall have exclusive jurisdiction over any disputes arising between the Parties.

19. PRIVACY

We encourage you to read the Privacy Policy and to use the information it contains to make informed decisions regarding Your personal information. Please also note that certain information, statements, data and content (such as but not limited to photographs) which You provide on the Website are likely to reveal Your gender, ethnic origin, nationality, age, and/or other personal information about You. You acknowledge and agree that your submission of such information is voluntary on Your part. Further, You acknowledge, consent and agree that we may access, preserve, and disclose information You provide to Us at any stage during Your use of the Website. Disclosures of information to Third Parties are further addressed in Our Privacy Policy.

20. NOTICES

Any and all communication relating to any dispute or grievance experienced by the User may be communicated to the Company by the User reducing the same to writing, and sending the same to the registered office of the Company by Registered Post Acknowledgement Due / Speed Post Acknowledgement Due (**RPAD / SPAD**)

21. GEOGRAPHIC LOCATION

- (a) The Website can be used in all countries worldwide. We make no representation that materials or Content available through our Website may not appropriate or available for use in all countries worldwide.
- (b) If You access or use the Website from a country or location where it is not appropriate or available, You are solely responsible for compliance with necessary laws and regulations for use of the Website.

22. AMENDMENT

- (c) We may modify, replace, refuse access to, suspend or discontinue the Services, partially or entirely, or add, change and modify prices for all or part of the Services for You or for all Users at any time and in Our sole discretion. These changes shall become effective upon providing a notice of the same to You via email/ the home screen of the Website. We further reserve the right to withhold, remove and or discard any Content available as part of Your account, with or without notice, if deemed by Us to be contrary to this Agreement.
- (d) *The Company* has no obligation to provide You with a copy of the information You or any other User provides on the Website or that the Website has accessed.
- (e) Further, We reserve the right, in Our sole discretion, to modify or replace any part of this Agreement at any time, effective upon the date of giving

Users notice of the same. Notice shall be provided of such change via email to the Users and/ or by posting a notice on the home screen of the Website.

- (f) You and We both understand that there may be instances of difficulty in accessing or receiving email communication. We are not responsible if any email notice gets caught by Your SPAM folder, or if You do not see the email, or if You have given us an incorrect email id or if for any other reason You do not receive the email notice. Therefore, we encourage you to frequently open the Website to monitor any changes. Your continued use of or access to the Services following the posting of any changes to this Agreement constitutes acceptance of those changes. We may also, in the future, offer new services and/ or features through the Website. Such new features and/ or services shall be subject to the terms and conditions of this Agreement

23. MISCELLANEOUS PROVISIONS

- a) **Entire Agreement:** These Terms, read with the Policy form the complete and final contract between the User and the Company with respect to the subject matter hereof and supersedes all other communications, representations and agreements (whether oral, written or otherwise) relating thereto;
- b) **Waiver:** The failure of either Party at any time to require performance of any provision of these Terms shall in no manner affect such Party's right at a later time to enforce the same. No waiver by either Party of any breach of these Terms, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such breach, or a waiver of any other breach of these Terms.
- c) **Severability:** If any provision/ clause of these Terms is held to be invalid, illegal or unenforceable by any court or authority of competent jurisdiction, the validity, legality and enforceability of the remaining provisions/ clauses of these Terms shall in no way be affected or impaired thereby, and each such provision/ clause of these Terms shall be valid and enforceable to the fullest extent permitted by law. In such case, these Terms shall be reformed to the minimum extent necessary to correct any invalidity, illegality or unenforceability, while preserving to the maximum



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extent the original rights, intentions and commercial expectations of the Parties hereto, as expressed herein.