

Terms and Conditions

These terms of use (this "**Agreement**") set forth the standards of use of **www.Vaapas.com** located at <https://www.Vaapas.com> and all of its associated pages and websites. The **www.Vaapas.com** and all such associated pages and websites are collectively referred to herein as the "**Website**."

The words "You" or "User" as used herein, refer to all individuals and/or entities accessing or using the Website for any reason.

By using the Website, You represent that you have read and agree to be bound by the terms of this Agreement, as well as any other guidelines, privacy policy, rules and additional terms referenced herein, collectively referred to as "Terms of Use". These Terms of Use set out the legally binding terms with respect to your access and use of the Website and our provision of the Services (as defined below).

Please read these Terms of Use carefully. Your access to Website and/or use of the Service constitutes your acceptance of all the provisions of these Terms of Use. If you are unwilling to be bound by these Terms of Use, do not access Website and/or use the Service.

1. Definitions

- a. "**Account**" means the account successfully opened by the User in the Website by inserting information such as name, age, sex, registration details (if a juristic person), contact details, user name, password as required to be filled in the webpage during the Registration Process and includes any further changes and additions to the information from time to time.
- b. "**Company**" means Vaapas.com or any of its assignee, incorporated under the pertinent laws in India.
- c. "**Candidate**" means any User who accesses the portal for the purpose of job search or career management.
- d. "**Job-provider**" means any company or any other entity which accesses the Website or uses the Services with an intension to provide employment to eligible Candidates in its own organization or in facilitating Candidates to get employment in any other organization.
- e. "**Member**" means the User who has completed the Registration Process successfully as per clause 6 of this Agreement.
- f. "**Membership Fee**" means the fee which the Users are required to pay, if they subscribe to any of the premium subscriptions on the portal.

2. **Eligibility**

You, if an individual, must be 18 or above, or the legal age to form a binding contract in your jurisdiction if that age is greater than 18 years of age, be a member or use the Website and Services. You, if a company, partnership firm, Institution, trust or any other juristic person (except an individual) must have the capacity to form a binding contract in your jurisdiction. Membership or use of this Website is void where prohibited by applicable law, and the right to access the Website will be deemed to be revoked in such jurisdictions ab initio. By using the Website and/or the Services, You represent and warrant that You have the right, authority, and capacity to enter into these Terms of Use and to abide by all of the terms and conditions set forth herein. You also represent and warrant to the Company that You will use Website in a manner consistent with any and all applicable laws and regulations.

3. **Services**

Users are entitled to use the Services including inter alia Premium Membership subscription, Resume services, psychometric assessments, executive coaching, or any other services as per information provided on the portal from time to time.

Job-providers are entitled to use posting job-listings and database search or other services as per information provided on the portal from time to time.

The Company reserves the right to change the nature of Services at its sole discretion.

4. **Restrictions on use**

4.1 Users shall not use the Website in order to transmit, distribute, store or destroy material, including without limitation content provided by the Company:

- a. for any unlawful purpose or in violation of any applicable law, regulation, international law or laws of any other country; or
- b. in a manner that will infringe the copyright, trademark, trade secret or other intellectual property rights of others or violate the privacy, publicity or other personal rights of others, or
- c. that is defamatory, libelous, obscene, threatening, abusive or is offensive to users of the Website, such as content or messages that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual; or
- d. that is false or misleading; or
- e. that harasses or advocates harassment of another person.

4.2 Users are also prohibited from violating or attempting to violate the security of the Website, including, without limitation the following activities: (a) accessing data not intended for such user or logging into a server or account which the User is not

authorized to access; (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (c) attempting to interfere with service to any user, host or network, including, without limitation, via means of submitting a virus to Website, overloading, "flooding", "spamming", "mailbombing", "hacking" or "crashing"; or (d) forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting. Violations of system or network security may result in civil or criminal liability.

4.3 Specific Restrictions on Rights to Use: In addition to the above, the users shall not:

- a. modify, adapt, translate, or reverse engineer any portion of the Website and/or Services;
- b. remove any copyright, trademark or other proprietary rights notices contained in or on the Website and/or Service;
- c. use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the Website and/or Service or for crawling the Website and scraping content or to circumvent the technological methods adopted by the Website to prevent such prohibited use;
- d. collect any information about other Users including Members (including usernames and/or email addresses) for any purpose other than to solicit applications for job postings;
- e. reformat or frame any portion of the web pages that are part of the Website and/or Service;
- f. create user accounts by automated means or under false or fraudulent pretenses;
- g. create or transmit unwanted electronic communications such as "spam" to other users or members of the Website and/or Service or otherwise interfere with other User's or Member's enjoyment of the Website and/or Service;
- h. submit any content or material that falsely express or imply that such content or material is sponsored or endorsed by the Company or the Website;
- i. transmit any viruses, worms, defects, Trojan horses or other items of a destructive nature;
- j. use of the Website or Services to violate the security of any computer network, crack passwords or security encryption codes, transfer or store illegal material including that are deemed threatening or obscene;
- k. copy or store any content offered on the Website for other than your own use;
- l. take any action that imposes, or may impose in our sole discretion, an unreasonable or disproportionately large load on the Company's IT infrastructure;
- m. insert of any of the User's URL, web link, e mail address and website while posting any job on Website, unless authorized by the Company.

5. Remedies with the Company

5.1 You understand and agree that the Company or the Website may review any content, job posting or course posting and in case the Company finds, in its sole discretion, that the User violates any terms of this Agreement especially clause 4, the Company and/or the Website reserves the right to take actions to prevent/control such violation including without limitation, removing the offending communication or content from the Website and/or terminating the membership of such violators and/or blocking their use of the Website and/or Service.

5.2 The Company shall also be entitled to investigate occurrences which may involve such violations and may and take appropriate legal action, involve and cooperate with law enforcement authorities in prosecuting Users who are involved in such violations.

5.3 In order to ensure a safe and effective experience for all the customers, the Company reserves the right to limit the amount of data (including resume views) that may be accessed by them in any given time period. These limits may be amended in the Company's sole discretion from time to time.

6. Membership Process

The User to be entitled to avail the Services shall have to complete the membership process as provided below:

6.1 For Users

- a. The Membership Process may involve only basic registration or may involve basic and advanced registration depending on the need of the Candidate.
- b. Basic membership is mandatory for Candidates and requires the Candidates to provide certain basic information about them such as name, age, sex, industry, experience, salary/CTC expectation and accordingly create an Account.
- c. A Basic member is entitled for advanced membership any time within the term of this Agreement by providing detailed information as requested in the Account, uploading resume and by paying the membership fees.
- d. The advance membership will only be completed and the Services offered with advanced membership will only commence after the receipt of membership fees by the Company. Notwithstanding anything contained herein, the term of the Agreement will commence from the date of such receipt of membership Fee.
- e. The User understands and agrees that the Company may screen and verify the information provided by the Candidate and at its sole discretion, increase the amount or number of information for the membership and may ask for further information even after the user becomes a member. The Company may in its sole discretion, close the Account, if any information provided is found to be false or the information provided is not sufficient.

6.2 For Job-providers:

- a. The Membership Process may involve only basic registration or may involve basic and advanced registration depending on the need of the Job-provider.
- b. Basic membership is mandatory for Job-provider and requires the Job-provider to provide certain basic information about themselves such as name, registration details, industry, number of posts available, experience level required, salary/CTC offered and accordingly create an Account.
- c. After the basic membership is completed, the Job-provider is entitled for advanced membership any time within the term of this Agreement by providing detailed information as requested in the Account and by paying the Registration Fee, if any
- d. The advance membership will only be completed and the Services offered with advanced membership will only commence after the receipt of membership fees by the Company. Notwithstanding anything contained herein, the term of the Agreement will commence from the date of such receipt of membership Fee.
- e. The User understands and agrees that the Company may screen and verify the information provided by the Candidate and at its sole discretion, increase the amount or number of information for the membership and may ask for further information even after the user becomes a member. The Company may in its sole discretion, close the Account, if any information provided is found to be false or the information provided is not sufficient.

7. Payment of Registration Fee

7.1 The Company shall endeavor to provide the User with facilities/gateways to pay the Membership Fee through credit cards (visa and MasterCard), debit cards, demand drafts, pay orders, cheques, cash cards or phone call.

7.2 It is understood and agreed by the User that the Services shall only commence after realization of money in the accounts of the Company.

7.3 It is understood and agreed by the User that payment mechanisms may be governed by separate/additional terms of use prescribed by the Company.

7.4 It is understood and agreed by the User that payment mechanisms may be governed by separate agreements between the third parties who provide facilities for such payment mechanism and the Company. Further, it is understood and agreed by the User that such payment mechanism may also be subject to agreements between third parties who provide facilities for such payment mechanism and the User.

7.5 It is understood and agreed by the User that in no event whatsoever, the Company shall take any responsibility or liability for malfunctioning or defect in any payment procedure. Payment of the Membership Fee shall be the sole responsibility of the User.

7.6 The Company reserves the right to charge listing fees for certain listings, as well as transaction fees based on certain completed transactions using the Services through the Website or any other fee. The Company further reserves the right to alter any and all fees from time to time, without notice.

7.7 The User may be liable to pay all applicable charges, fees, duties, taxes, levies and assessments for availing the Services through the Website.

8. **Suspension of Service**

8.1 If any monies payable by the User to the Company are not paid on the due date, the Company may without prejudice to any other rights or remedies that may be available to it suspend the Service provided to the User.

8.2 When the Service subscribed for is suspended for any reason whatsoever the User shall continue to be liable for all charges and fees notwithstanding such suspension.

8.3 Upon subsequent payment by the User of such monies as demanded by the Company, the Company may at its discretion and subject to such terms as it deems proper, reconnect the Service.

9. **Modification of Terms of Use**

You understand and agree that these Terms of Use, the Website and the Services can be modified by the Company at its sole discretion, at any time without prior notice, and such modifications will be effective upon such new terms and/or upon implementation of the new changes on the Website. You agree to review the Terms of Use periodically so that you are aware of any such modifications and the Company shall not be liable for any loss suffered by you on your failure to review such modified Terms of Use. Unless expressly stated otherwise, any new features, new services, enhancements or modifications to the Website or Service implemented after your initial access of Website or use of the Service shall be subject to these Terms of Use.

10. **Maintenance**

The Company may at its sole discretion and without assigning any reason whatsoever at any time deactivate or/and suspend the User's access to the Website and/or the Services (as the case may be) without giving any prior notice, to carry out system maintenance or/and upgrading or/and testing or/and repairs or/and other related work. Without prejudice to any other provisions of this Agreement, the Company shall not be liable to indemnify the User for any loss or/and damage or/and costs or/and expense that the User may suffer or incur, and no fees or/and charges payable by the User to

the Company shall be deducted or refunded or rebated, as a result of such deactivation or/and suspension.

11. Term and Termination

11.1 These Terms of Use, with modifications as contemplated, shall remain in full force and effect during the user of the Website for all Users.

11.2 For Members, the Terms of Use shall commence from the time the Membership Process is concluded as per clause 6 of this Agreement.

11.3 The Company may terminate this Agreement with immediate effect, without prior notice and without assigning any reason/s whatsoever and without any prejudice to any/all other rights in the following events:

- a. on completion of the term for which the User has engaged the Services; or
- b. if in the opinion of the Company, the User has breached any of the terms and conditions of this Agreement or/and the Terms of Use; or
- c. if, in the opinion of the Company or/and any regulatory authority, it is not in the public interest to continue providing the use or Service to the User for any reason; or
- d. If the User is declared a bankrupt and/or proceedings for winding up has been initiated; or
- e. by the Parties by mutual written agreement.

11.4 Notwithstanding anything contained in the Terms of Use, clauses 5, 11, 13, 14, 15, 16, 17, 18, 19, 20, 21 and 22 shall survive any termination or expiration of these Terms of Use.

12. Renewal

Membership of the portal is Free however, paid Members will be entitled to renew their paid services, before expiry of the period, on payment of renewal Charges. Any discounted membership can be renewed at the end of its term on regular membership rates. The Company reserves the right to, at its sole discretion, modify its pricing at any time upon advance notice on the Website. The Company is under no obligation to send personal notices to each of its Members.

13. Liabilities upon termination

If the Terms of Use is terminated pursuant to clauses set out in clause 11 above, without prejudice to any other remedies available to the Company, the Member shall be not be refunded whether a part or whole of Registration Fee and further will be liable for payment of Registration Fees for that Term, if required to be paid and has not been not paid. The amounts due and payable to the Company by the User upon termination shall be paid within 30 days of the relevant date of Termination. If such payment is not paid by the Member within the period of 30 days, the Member shall be liable to pay an interest on the due amount charged at the rate of 2.5% per month for each month of delay on total outstanding.

14. **Ownership**

Except for the content submitted by the Members or the Users, any material, content or logos, marks, software on or part of the Website and all aspects thereof, including all copyrights and other intellectual property or proprietary rights therein, is owned by the Company or its licensors. You acknowledge that the Website and any underlying technology or software on the Website or used in connection with rendering the Services are proprietary information owned or duly licensed to the Company, except where it is indicated otherwise. You are prohibited to modify, reproduce, distribute, create derivative works of, publicly display or in any way exploit, any of the content, software, marks, logos, and/or materials available on the Website in whole or in part except as expressly allowed under the Terms of Use. You have no other express or implied rights to use, in any manner whatsoever, the content, software, marks, logos, and/or materials available on the Website.

15. **Copyright Dispute Policy.**

15.1 The Company has adopted the following general policy towards copyright infringement. The contact details of the Company's designated agent to receive notification of claimed infringement ("**Designated Agent**") is provided at the bottom of this section.

Company's Policy.

- a. It is the Company's policy to block access to or remove material that it believes in good faith to be copyrighted material that has been illegally copied and distributed by any of our advertisers, affiliates, content providers, members or Users; and remove and discontinue Services to repeat offenders.
- b. Procedure for reporting purported copyright infringements:

If you believe that your copyrighted material or content is posted, uploaded or made accessible through the Website or Services, please inform the Designated Agent of such material or content and provide us with the following information ("**Bona Fide Infringement Notification**")

- i. Details of the ownership of the copyright and if applicable, a physical or electronic signature of a person authorized to act on behalf of the owner of the copyright that has been allegedly infringed;
- ii. Details of works or materials that you believe are being infringed;
- iii. Identification of the material or content on the Website that is claimed to be infringing your copyrighted works including information regarding the location of such materials with sufficient detail to enable the Company to find and verify such materials;
- iv. Your contact information including address, telephone number and, if available, email address;
- v. A statement by You that You have a bona fide belief that the publication or uploading of the copyrighted material has not been authorized by either by (a) the copyright owner; (b) his authorised agent, or (c) the law; and
- vi. A statement by You setting out either that you are the owner of the copyrighted work or have been authorised by the owner to communicate with the Company with regard to the use, publication, uploading of the copyrighted work on the Website.

Please send the above addressed to our Designated Agent by mail to:

Compliance Officer,
Vaapas.com, 118, Ramachandran Street,
Vasudevan Nagar, Chennai 600083,
Tamil Nadu.

By e-mail: [info\(at\)vaapas.com](mailto:info@vaapas.com)

- c. Upon Receipt of a Bona Fide Infringement Notification: Once the Company has received a Bona Fide Infringement Notification, the Company shall have the right to, at its sole discretion,
 - i. remove or disable access to the material claimed to having breached the notifier's copyrighted works;
 - ii. to notify the Content provider, member or user that it has removed or disabled access to the material; and

- iii. Procedure to Supply a Counter-Notice to the Designated Agent: If the content provider, Member or User believes that the material that was removed or to which access was disabled is either not infringing, or the content provider, Member or User believes that it has the right to post and use such material from the copyright owner, the copyright owner's agent, or pursuant to the law, the content provider, Member or User must send a counter-notice containing the following information to the Designated Agent listed above:
 - a. A physical or electronic signature of the content provider, Member or User;
 - b. Identification of the material that has been removed or to which access to has been disabled and the location at which the material appeared before it was removed or disabled;
 - c. A statement that the content provider, Member or User has a good faith belief that the material was removed or disabled as a result of mistake or a misidentification of the material; and
 - d. The provider's, member's or user's name, address, telephone number, and, if available, email address and a statement that such person or entity consents to the jurisdiction of the competent court in Chennai.
- d. Removal: If a counter-notice is received by the Designated Agent, the Company may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed material or cease disabling it in 10 business days. Unless a court of competent jurisdiction gives direction against removal of such material, the removed material may be replaced or access to it restored at any time at the sole discretion of the Company, after receipt of the counter-notice.

15.2 It is clarified that the role of the Company is to facilitate consultation between the Candidate and the Job-provider and it shall not take responsibility or be liable for any copyright infringement.

16. No liability for third party.

If You enter into correspondence or engage in commercial transactions with third parties in connection with Your use of the Services, such activity would be solely between you and the third party. The Company shall have no liability, obligation or responsibility for any such activity.

17. Disclaimer

17.1 THE WEBSITE IS PROVIDED BY THE COMPANY ON AN "AS IS" BASIS THE COMPANY AND ITS LICENSORS AND AFFILIATES MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED AS TO THE OPERATION OF THE WEBSITE, PROVISION OF SERVICES OR SOFTWARE OR THE INFORMATION, CONTENT, MATERIALS, OR PRODUCTS INCLUDED ON THE WEBSITE OR IN ASSOCIATION WITH THE SERVICES. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, THE COMPANY AND ITS LICENSORS AND AFFILIATES DISCLAIM ALL WARRANTIES, EXPRESS, STATUTORY, OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THE COMPANY AND ITS LICENSORS AND AFFILIATES FURTHER DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE INFORMATION, TEXT, GRAPHICS, LINKS OR OTHER ITEMS CONTAINED WITHIN THE WEBSITE. THE COMPANY IS NOT RESPONSIBLE FOR THE CONDUCT, OF ANY USER OF THE WEBSITE. THE COMPANY DOES NOT WARRANT OR COVENANT THAT THE SERVICES WILL BE AVAILABLE AT ANY TIME OR FROM ANY PARTICULAR LOCATION, WILL BE SECURE OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICES AND ACCESS TO THE WEBSITE IS FREE OF VIRUSES OR OTHER POTENTIALLY HARMFUL COMPONENTS. ANY MATERIAL OR CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES OR THE WEBSITE IS ACCESSED AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY ANY USER FROM THE COMPANY, THE WEBSITE OR THROUGH OR FROM THE SERVICES, THE INFORMATION, CONTENT, MATERIALS, OR PRODUCTS ON THE WEBSITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN.

17.2 ALL THE CONTENTS OF THIS WEBSITE ARE ONLY FOR GENERAL INFORMATION OR USE. THEY DO NOT CONSTITUTE ADVICE AND SHOULD NOT BE RELIED UPON IN MAKING (OR REFRAINING FROM MAKING) ANY DECISION. ANY SPECIFIC ADVICE OR REPLIES TO QUERIES IN ANY PART OF THE WEBSITE IS/ARE THE PERSONAL OPINION OF SUCH EXPERTS/CONSULTANTS/PERSONS AND ARE NOT SUBSCRIBED TO BY THIS WEBSITE. FURTHER IT SHALL BE THE SOLE RESPONSIBILITY OF THE USERS TO UPDATE INFORMATION AND/OR RESUME AND THE COMPANY DOES NOT TAKE ANY RESPONSIBILITY OF THE ACCURACY OR VALIDITY OR TRUTH OF THE INFORMATION POSTED ON THE WEBSITE AND THE SHALL NOT BE LIABLE ON THIS ACCOUNT.

17.3 SINCE THE COMPANY ACTS ONLY AS A JOB SEARCHING AND PUBLISHING PORTAL FOR THE USERS, IT SHALL NOT HAVE ANY LIABILITY WHATSOEVER FOR ANY ASPECT OF THE ARRANGEMENTS BETWEEN JOB PROVIDER AND THE JOB SEEKER AS REGARDS THE TERMS OF EMPLOYMENT OFFERED BY THE JOB PROVIDERS. IN NO CIRCUMSTANCES SHALL THE COMPANY BE LIABLE FOR

THE ANY ARRANGEMENTS BETWEEN THE JOB PROVIDER AND THE JOB SEEKER.

17.4 IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY OTHER DAMAGES RESULTING FROM: (A) THE USE OR THE INABILITY TO USE THE SERVICES; (B) THE LOSS OF JOB OPPORTUNITY RESULTING FROM ANY INFORMATION OR SERVICES OBTAINED OR MESSAGES RECEIVED OR ARRANGEMENTS ENTERED INTO THROUGH THE SERVICES; (C) UNAUTHORIZED ACCESS TO OR ALTERATION OF THE USER'S TRANSMISSIONS OR DATA; (D) ANY OTHER MATTER RELATING TO THE SERVICES; INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR OPPORTUNITIES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE WEBSITE.

17.5 NEITHER SHALL THE COMPANY BE RESPONSIBLE FOR THE DELAY OR INABILITY TO USE THE WEBSITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE WEBSITE, OR OTHERWISE ARISING OUT OF THE USE OF THE WEBSITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. FURTHER, THE COMPANY SHALL NOT BE HELD RESPONSIBLE FOR NON-AVAILABILITY OF THE WEBSITE DURING PERIODIC MAINTENANCE OPERATIONS OR ANY UNPLANNED SUSPENSION OF ACCESS TO THE WEBSITE THAT MAY OCCUR DUE TO TECHNICAL REASONS OR FOR ANY REASON BEYOND THE COMPANY'S CONTROL. THE USER UNDERSTANDS AND AGREES THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE WEBSITE IS DONE ENTIRELY AT THEIR OWN DISCRETION AND RISK AND THEY WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO THEIR COMPUTER SYSTEMS OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA.

17.6 THE COMPANY DOES NOT GUARANTEE ANY INTERVIEW/MEETING/DISCUSSION WITH ANY EMPLOYER ON THE BASIS OF APPLICATIONS MADE THROUGH THE WEBSITE OR BASED ON ANY PAYMENTS MADE FOR ITS SERVICES. THE COMPANY IS NOT RESPONSIBLE FOR, AND EXPRESSLY DISCLAIMS ALL LIABILITY FOR, ANY COMMUNICATION VIA EMAIL, SMS OR PHONE CALL BY A FRIVOLOUS SOURCE CLAIMING TO HAVE GOT THE CONTACT DETAILS OF THE PERSON CONCERNED THROUGH OR REPRESENTING THE COMPANY. JOBSEEKERS ARE ADVISED NOT TO INDULGE IN ANY MONETARY ENGAGEMENT WITH SUCH SOURCES IN THE NAME OF GUARANTEED INTERVIEWS WITH EMPLOYERS.

17.7 THESE LIMITATIONS, DISCLAIMER OF WARRANTIES AND EXCLUSIONS APPLY WITHOUT REGARD TO WHETHER THE DAMAGES ARISE FROM (A) BREACH OF CONTRACT, (B) BREACH OF WARRANTY, (C) NEGLIGENCE, OR (D) ANY OTHER CAUSE OF ACTION, TO THE EXTENT SUCH EXCLUSION AND LIMITATIONS ARE NOT PROHIBITED BY APPLICABLE LAW.

18. Limitation on Liability

The Company shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond the Company's reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation (including "line-noise" interference).

WITHOUT LIMITING THE FOREGOING, THE COMPANY AND ITS AFFILIATES AND SUPPLIERS WILL NOT BE LIABLE UNDER ANY LAW, FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO LOSS OF PROFITS, BUSINESS INTERRUPTION, AND/OR LOSS OF INFORMATION OR DATA. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE COMPANY'S MAXIMUM AGGREGATE LIABILITY TO YOU FOR ANY CAUSES WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID IN ADVANCE, IF ANY, BY YOU TO THE COMPANY FOR THE SERVICES FOR THE SUCH NUMBER OF DAYS FOR WHICH THE SERVICE COULD NOT BE AVAILED BY YOU ON ACCOUNT OF EARLY TERMINATION. SUCH AMOUNT SHALL BE PRO RATA TO THE TOTAL AMOUNT PAID BY YOU FOR THE FULL TERM.

19. Indemnity

You agree to indemnify and hold the Company, its parents, subsidiaries, affiliates, officers and employees, harmless, including costs and attorneys' fees, from any claim or demand made by any third party due to or arising out of (i) your access to the Website, (ii) your use of the Services, (iii) the violation of these Terms of Use by You, or (iv) the infringement by You, or any third party using Your account or User ID or password, of any intellectual property or other right of any person or entity.

20. Privacy

Use of the Website and/or the Services is also governed by our Privacy Policy.

21. Confidentiality

21.1 For the purpose of this Agreement and attachments thereto and all renewals, "Confidential Information" means all financial, commercial, technical, operational, staff, management and other information (including any information relating to the Account, username or password etc.), methods developed for analysis, verification

and recruitment, data and know-how relating to the Company or Candidate or the Job-provider (the "**Disclosing Party**") or, which may be supplied to or may otherwise come into the possession of the other (the "**Receiving Party**", herein the User), whether orally or in writing or in any other form, and which is confidential or proprietary in nature or otherwise expressed by the Disclosing Party to be confidential and is not generally available to the public.

21.2 The Receiving Party shall keep confidential and secret and not disclose to any third party the Confidential Information or any part of it. The Receiving Party agrees to take all possible precautions with regard to protecting Confidential Information from any third party.

21.3 Further no use, reproduction, transformation or storage of the Confidential Information shall be made by the User without the prior written permission of the Company, except where required to be disclosed pursuant to any applicable law or legal process issued by any court or the rules of any competent regulatory body.

21.4 All information and data submitted by the User shall become the property of the Company and all such information shall be disclosed in accordance with the Terms of Use.

21.5 The User has access to only his own data and information stored in the database at Website (subject to prior confirmation of identity) and nothing more. The User may edit or amend such data and information from time to time.

21.6 All Confidential Information (including name, e-mail address etc.) voluntarily revealed by the User in chat and bulletin board areas, is done at the sole discretion and risk of the User. The Company shall not be responsible for misuse of any such information, collected by a third party, or any unsolicited messages from such third parties.

21.7 If the User is neither a genuine Job Seeker nor a Job Provider nor an intended recipient and are using or accessing the Website to gain Confidential Information and if such a User has obtained access to the Confidential Information, it shall be a breach of this Agreement and shall be kept absolutely confidential. Any use or divulgence of such Confidential Information by such User, shall entitle the Company to inquire and investigate and seek legal remedy against such User including to seek temporary and permanent injunction.

22. **Miscellaneous**

22.1 Governing law and Dispute Resolution- This Agreement and Terms of Use shall be governed by and constructed in accordance with the laws of India only without

reference to conflict of laws principles and disputes arising in relation hereto shall be subject to the exclusive jurisdiction of the courts of Chennai, India.

22.2 Assignability -The Company may assign any of its responsibilities/obligations to any other Person without notice to the User, at its sole discretion. However, You shall not assign, sub-licence or otherwise transfer any of your rights under these Terms of Use to any other party, unless a written consent is taken from the Company.

22.3 Severability - If any provision of these Terms of Use is found to be invalid, the invalidity of that provision will not affect the validity of the remaining provisions of the Terms of Use, which shall remain in full force and effect.

22.4 Waiver - Failure by the Company to exercise any right or remedy under these Terms of Use does not constitute a waiver of that right or remedy.

22.5 Force Majeure - The Company is not liable for failure to perform any of its obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or any interruption or any failure of electricity or server, system, computer, internet or telephone service.

22.6 Grievance Redressal: The Company shall endeavour to address grievance or complaints of the Users to the extent possible. Towards this the Company is committed to form a Grievance Redressal Cell, which can be reached on the telephone number as mentioned in the Website or on the email address – [info\(at\)vaapas.com](mailto:info@vaapas.com) .

22.7 Links to third party sites

- a. The Website may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of the Company or the Website and the Company is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. The Company is not responsible for any form of transmission, whatsoever, received by the User from any Linked Site. The Company is providing these links to the User only as a convenience, and the inclusion of any link does not imply endorsement by the Company or the Website of the Linked Sites or any association with its operators or owners including the legal heirs or assigns thereof.
- b. The Company is not responsible for any errors, omissions or representations on any Linked Site. The Company does not endorse any advertiser on any Linked Site in any manner. The Users are requested to verify the accuracy of all information on their own before undertaking any reliance on such information.

22.7 Interpretation In this Agreement, unless the context otherwise requires references to recitals, clauses and sub-clauses are to recitals, clauses and sub-clauses of this Agreement; headings are inserted for ease of reference only and are not to be used to define, interpret or limit any of the provisions of this Agreement; references to the singular number shall include references to the plural number and vice versa; words denoting one gender include all genders; any reference in this Agreement to a statutory provision includes that provision and any regulation made in pursuance thereof, as from time to time modified or re-enacted, whether before or after the date of this Agreement; and any reference to a time limit in this Agreement means the time limit set out in the relevant clause or Sub-clause or such other time limit which may be mutually agreed by the parties in writing.

These "Terms and Conditions" and "Privacy Policy" of the Website constitute a binding agreement between You and the Company, and is accepted by You upon your use of the Website.