

TERMS OF SERVICE

1. GENERAL

In terms of Information Technology statutes, this document is an electronic record. Being generated by a computer system it does not require any physical or digital signatures.

This document is published in accordance with the provisions of Information Technology regulations that require publishing the rules and regulations, privacy policy and Terms of Use for access or usage of:

The website www.forbestjobs.com (hereinafter referred to as '**Website**'), owned by Mr. Bijoy Dass, (hereinafter called as "Owner", having its registered office at Kolkata, where such expression shall, unless repugnant to the context thereof, be deemed to include its respective legal heirs, representatives, administrators, permitted successors and assigns;

For the purpose of these Terms of Use, along with any amendments to the same, and wherever the context so requires "**You**" or "**User**" shall mean any natural or legal person who has agreed to become a user of the Website by logging into the Website including Employers and job seekers. The Website also provides certain services without registration/acceptance, and such provision of services does not absolve You of this contractual relationship. The term "**We**", "**Us**", "**Our**", shall mean the Website/ Owner; "**Agreement**" shall mean and refer to this Terms of Service, including any amendments that may be incorporated into it; "**Agreement Period**" shall refer to the period for which the User engages the services of the Website; "**Third Party**" shall mean and refer to any individual(s), company or entity apart from the User and the Owner; The term "**Employers**" shall mean a person, organisation or institute looking to hire employees and The term "**Employees**" shall mean any person or individual looking for employment.

The headings of each section in this Agreement are only for the purpose of organising the various provisions under this Agreement in an orderly manner. These headings

shall not be used by either party to interpret the provisions contained under them in any manner. Further, the headings have no legal or contractual value.

By using the Website, You accept and agree to be bound by this Agreement, the Privacy Policy, as well as rules, guidelines, policies, terms, and conditions applicable to any service that is provided by the Website, that shall be deemed to be incorporated into this Terms of Use and shall be considered as part and parcel of this Terms of Use. Your use of Our Website is evidence that You have read and agreed to be contractually bound by these Terms of Service and our Privacy Policy. Please read both carefully. The use of this Website by You is governed by this policy and any policy so mentioned by terms of reference. If you do not agree with any of these terms, please discontinue using the Website.

We hold the sole right to modify the Terms of Service without prior permission from You or providing notice to You. The relationship creates on You a duty to periodically check the Terms of Service and stay updated on its requirements. If You continue to use the Website or avail any of its services without registration following such change, this is deemed as consent by You to the so amended policies. Your continued use of the Website is conditioned upon your compliance with the Terms of Service, including but not limited to compliance with the Terms of Service even after alterations, if any.

2. ONLINE PLATFORM

The Website is an online job portal, wherein individual job seekers can upload their CV's and also view job vacancies provided by Employers. Employers can also arrange for job interviews with job seekers through the Website. Job seekers can also upload scanned copies of their documents so that the Employers can take a look at them online. The job portal is a specialized online platform for sectors like Pharma, Pharmacy, Healthcare, Diagnostic, Medical Devices and the like related jobs.

By virtue of agreeing to the these Terms of Service, all Users of the Website have given their express consent to the Website/ Owner for displaying their advertisement on the website and that later in the future they cannot raise an objection to the same.

NOTE: All information provided by the Users should be true and correct, if for some reason the information is found to be false, the Website

reserves the right to remove the Users' profile from the website.

3. MEMBERSHIP

If a customer wants to avail services of the Website and use it, registration is required. As a part of the registration, We collect information such as your name, gender, name of your Owner you previously worked in, job experience and the like.

Membership of this Website is available only to those above the age of 18, barring those "Incompetent to Contract" which *inter alia* include insolvents. If You are a minor and wish to use the Website, You may do so through Your legal guardian. The Owner/Website reserves the right to terminate Your account on knowledge of You being a minor and having registered on the Website or availing any of its services.

Further, at any time during Your use of this Website, including but not limited to the time of registration, You are solely responsible for protecting the confidentiality of Your username and password, and any activity under the account shall be deemed to have been done by You. In the case that You provide Us with false and/or inaccurate details or we have reason to believe that You have done so, We hold the right to permanently suspend Your account.

4. MESSAGES AND SHARING

When you share information, Users can see, copy and use that information. Our Services allow messaging and sharing of information in many ways, such as your profile, job postings, in -mails and blogs. Information and content that you share or post can be seen by other Users. Where We have made settings available, We will honour the choices You make about who can see content or information (e.g., sharing to a group instead of your network, limiting your profile visibility, or not letting people know when You change Your profile, make recommendations or follow companies. Note that other activities, such as applying for a job or sending an in-mail, are by default private, only visible to the addressee(s). We are not obligated to publish any information or content on our Service and can remove it in our sole discretion, with or without notice.

5. DISCLAIMER REGARDING SERVICES

The Website does not provide any employment of its own. It is just an intermediary, bridging the gap between the Employers looking to hire and the Employees seeking employment. The Website does not represent or recommend any Employer or

Employee. The Owner accepts no liability for any errors or omissions, whether on behalf of itself or third parties. You acknowledge that the Owner has no relationship with you other than to providing you with this service. At no time shall the Owner have any right, title or interest to any application/filing done by you. The Owner does not have any control over the quality, failure to provide or any other aspect whatsoever of the application/ filing made and is not responsible for damages or delays.

6. RIGHTS AND LIMITS

You own all of the content, feedback, and personal information You provide to Us, but You also grant Us a non-exclusive license to it. We'll honour the choices You make about who gets to see your information and content. You promise to only provide information and content that you have the right to share, and that your profile will be truthful. As between you and Us, You own the content and information that You submit or post to the Services and You are only granting Us the following non-exclusive license: A worldwide, transferable right to use, copy, modify, distribute, publish, and process, information and content that you provide through our Services, without any further consent, notice and/or compensation to you or others. These rights are limited in the following ways:

- a.** You can end this license for specific content by deleting such content from the Services, or generally by closing your account, except (a) to the extent you shared it with others as part of the Service and they copied or stored it and (b) for the reasonable time it takes to remove from backup and other systems.
- b.** We will not include your content in advertisements for the products and services of others (including sponsored content) to others without your separate consent. However, we have the right, without compensation to you or others, to serve ads near your content and information, and your comments on sponsored content may be visible as noted in the Privacy Policy.
- c.** We will get your consent if we want to give others the right to publish your posts beyond the Service. However, other Members and/or Visitors may access and share your content and information, consistent with your settings and degree of connection with them.

- d. While we may edit and make formatting changes to your content (such as translating it, modifying the size, layout or file type or removing metadata), we will not modify the meaning of your expression.
- e. Because you own your content and information and we only have non-exclusive rights to it, you may choose to make it available to others.

You agree that we may access, store and use any information that you provide in accordance with the terms of the Privacy Policy and your privacy settings.

By submitting suggestions or other feedback regarding our Services to Us, you agree that We can use and share (but does not have to) such feedback for any purpose without compensation to you.

You agree to only provide content or information if that does not violate the law nor anyone's rights (e.g., without violating any intellectual property rights or breaching a contract). You also agree that your profile information will be truthful.

7. LIMITS

We have the right to limit how you connect and interact on our Services. We're providing you notice about our intellectual property rights. We reserve the right to limit your use of the Services, including the number of your connections and your ability to contact other Members. We reserve the right to restrict, suspend, or terminate your account if We believe that you may be in breach of this Agreement or law or are misusing the Services (e.g. violating any Do and Don'ts). We reserve all of its intellectual property rights in the Services. For example, , logos and Our other trademarks, service marks, graphics, and logos used in connection with our website are trademarks or registered trademarks of the Owner. Other trademarks and logos used in connection with the Services may be the trademarks of their respective company.

8. COMMUNICATIONS

By using this Website, it is deemed that You have consented to receiving telephonic calls, SMSs and/or emails from Us or any other members at any time We or other members deem fit. Such communications shall be sent to You on the telephone number and/or email address provided by You for the use of this Website which are subject to our Privacy Policy. These communications include, but are not limited to contacting you through information received from Third Parties. Such communications are for purposes that *inter alia* include clarification calls. In case

You wish to stop receiving notifications from Us with regard to marketing and promotional calls/ with regard to any communication received from Us, You may do so by sending an email to customercare@forbestjobs.com.

In addition, You may also be contacted by Third Parties who may have access to the information disclosed by You or to whom We may have disclosed Your information for purposes such as, but not limited to, statistical compilations. The sharing of the information provided by You shall be governed by our Privacy Policy at www.forbestjobs.com/index.php/privacy_policy.

9. CHARGES

If you register with us as prospective employer, you will have to pay the applicable amount for such registration once Your free one year service ends. Failure to pay for the services may result in the termination of your account. You authorize us to store and continue billing your payment method (e.g. credit card) even after it has expired, to avoid interruptions in your service (e.g. subscriptions) and to facilitate new services. You can get a copy of your invoice through your account settings under 'Purchase history' or you can request your invoice through Customer support.

10. PAYMENT

The following payment options are available on the Website:

- a) Domestic and international credit cards issued by banks and financial institutions that are part of the Visa, Master Card & Amex Card networks;
- b) Visa & Master Card Debit cards;
- c) Netbanking/Direct Debit payments from select banks.

As prescribed by the financial institutions issuing the credit or debit cards affiliated with Visa / Master Card / Amex, the User will be required to submit his/her 16-digit card number, card expiry date and 3-digit CVV number (usually on the reverse of the card) while making an online transaction. The User must also have enrolled his/her card with VBV (Verified by Visa), MSC (MasterCard Secure Code) or any other applicable provider in order to complete the transaction. The User is hereby expressly made aware that his/her card statements will reflect that a payment has been made in favour of the Owner.

The User is further aware that in case of third party statements, including bank and credit card statements, the merchant name may appear in an abbreviated format, and the Owner has no control over the same. To successfully subscribe on the Website, the User is required to complete the transaction by making the payment for the services opted for.

11. TAXES

The User takes full responsibility for payment of all taxes and fees that are levied or arise in the course of use of the Website, including but not limited to downloading content and availing its service partner's service.

12. USER'S OBLIGATIONS

The User undertakes to fulfil the following obligations. Failure to satisfy any of these obligations gives Us the right to permanently suspend Your account and/or claim damages for any losses that accrue to Us or additional costs that may be imposed on us.

- a. You agree 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.
- b. You agree to comply with all local laws and regulations governing the downloading, installation and/or use of the Website, including, without limitation to, any usage rules set forth in this Agreement.
- c. You shall provide accurate information to us and keep it updated.
- d. You shall use your real name on your profile.
- e. You shall use the services in a professional manner.
- f. You undertake not to:
 - i. Act dishonestly or unprofessionally, including by posting inappropriate, inaccurate or objectionable content;
 - ii. Add content that is not intended for, or is inaccurate for, a designated field (e.g. submitting a telephone number in the title or any other field, or including telephone numbers, email addresses, street addresses or any

personally identifiable information for which there is not a field provided by website);

- iii. Create a false identity on website;
- iv. Misrepresent your current or previous positions and qualifications;
- v. Create a member profile for anyone other than yourself (a real person or entity);
- vi. Use or attempt to use another's account;
- vii. Harass, abuse or harm another person;
- viii. Send spam or other unwelcomed communications to others;
- ix. Scrape or copy profiles and information of others through any means (including crawlers, browser plugins and add-ons, and any other technology or manual work);
- x. Act in an unlawful, libellous, abusive, obscene, discriminatory or otherwise objectionable manner;
- xi. Disclose information that you do not have the right to disclose (such as confidential information of others (Including your Member or entity));
- xii. Violate the intellectual property or other rights of website, including, without limitation using the word 'website' or our logos in any business name, email or URL;
- xiii. 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. 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 within the content of the Website is not permitted. Should You want to engage in one or more such actions, prior permission from Us must be obtained;

- xiv. access (or attempt to access) the Website and/or the materials or Services by any means other than through the interface that is provided by the Website . The use of deep-link, robot, spider or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Website or Content, or in any way reproduce or circumvent the navigational structure or presentation of the Website or , materials or any Content, to obtain or attempt to obtain any materials, documents or information through any means not specifically made available through the Website is prohibited. You acknowledge and agree that by accessing or using the Website Services, You may be exposed to content from other Users or Third Parties that You may consider offensive, indecent or otherwise objectionable. We disclaim all liabilities arising in relation to such offensive content on the Website. Further, You may report such offensive content;
- xv. use the Website or in any manner that may impair, overburden, damage, disable or otherwise compromise (i) Owner's services; (ii) any other party's use and enjoyment of Owner's services; or (iii) the services and products of any Third Party (including, without limitation to, the Authorized Device);
- xvi. use the Services or Materials for any unlawful purposes or to conduct any unlawful activity, including, but not limited to, fraud, embezzlement, money laundering or identity theft;
- xvii. abuse, harass, threaten, defame, disillusion, erode, abrogate, demean or otherwise violate the legal rights of others;
- xviii. engage in any activity that interferes with or disrupts access to the Website or the Services (or the servers and networks which are connected to the website);
- xix. upload or distribute files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of the Website or another's mobile phone;
- xx. download any file posted on the Website that you know, or reasonably should know, cannot be legally distributed in such manner;
- xxi. probe, scan or test the vulnerability of the Website or any connected network, nor breach the security or authentication measures on the Website. You may not reverse look-up, trace or seek to trace any

information on any other user, of or visitor to, the Website , or exploit the Service or information made available or offered by or through the Website, in any way whether or not the purpose is to reveal any information, including but not limited to personal identification information, other than Your own information, as provided for by the website;

- xxii. disrupt or interfere with the security of, or otherwise cause harm to, the Website, systems resources, servers or networks connected to or accessible through the Website or any affiliated or linked website or apps;
- xxiii. use the Website or any material or Content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of this Website or other Third Parties;
- xxiv. violate any applicable laws or regulations for the time being in force within or outside your home country;
- xxv. violate any code of conduct or other guidelines, which may be applicable for or to any particular Service;
- xxvi. 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; 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.
- xxvii. threaten the unity, integrity, defence, security or sovereignty of your home country, 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;
- xxviii. disseminate information through the Website that is false, inaccurate or misleading, or violate any applicable laws or regulations for the time being in force in or outside your home country.

13. COPYRIGHT

All information, content, services and software displayed on, transmitted through, or used in connection with the Website, including for example news articles, reviews, directories, guides, text, photographs, photos, pictures, videos, images, illustrations, audio clips, video, html, source and object code, trademarks, logos, and the like (collectively and hereinafter referred to as the "Content"), as well as its selection and arrangement, is owned by Us. You may use the Content only through the Website, and solely for your personal, non-commercial use.

You may not, republish any portion of the Content on any Internet, Intranet or extranet site or incorporate the Content in any database, compilation, archive or cache. You may not distribute any Content to others, whether or not for payment or other consideration, and you may not modify, copy, frame, cache, reproduce, sell, publish, transmit, display or otherwise use any portion of the Content. You may not scrape or otherwise copy our Content without permission. You agree not to decompile, reverse engineer or disassemble any software or other products or processes accessible through the Website, not to insert any code or product or manipulate the content of the Website in any way that affects the user's experience, and not to use any data mining, data gathering or extraction method.

Unless the Owner has otherwise agreed to in writing, nothing herein gives the members a right to use any of the Owner's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features, save according to the provisions of this Agreement. The Owner has the right to use all logos, trademarks, brand names, service marks, domain names and other distinctive brand features of the members registered on the website.

14. AMENDMENT

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.

The Website 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. 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.

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.

15. INDEMNIFICATION

You agree to indemnify, hold harmless, and defend Us from and against any and all liability, loss, claim, damages, expense, or costs (including but not limited to attorneys' fees), incurred by or made by Us in connection with any claim arising from or related to:

- a.** Your use or any Third Party's use via Your account of the Service provided by the Website and its Content;
- b.** Your disclosure of information to any Third Party, either through the Website or otherwise. (Please refer to our Privacy Policy for more details in this regard);
- c.** Any breach or violation of this Agreement, including any amendment, or of any statute or regulation by You, or any Third Party through Your account.

You agree to fully cooperate in indemnifying Us at Your expense. You also agree not to reach a settlement with any party without Our consent.

16. DISCLAIMER OF LIABILITY

The Owner will not be responsible for any damage suffered by users from use of the services on this system. This without limitation includes loss of revenue/data resulting from delays, pricing issues or service interruptions as may occur because of any act/ omission. This disclaimer of liability also applies to any damages or injury caused by any failure of performance, error, omission, interruption, deletion, defect,

delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of record, whether for breach of contract, tortuous behavior, negligence, or under any other cause of action.

The interview will be scheduled only as per the discretion of prospective employers and is not decided by the Website. Information provided by all the users is subject to verification. Authenticity of such information is not guaranteed by the Website/ Owner.

TO THE EXTENT ALLOWED UNDER LAW, WE (AND THOSE THAT WE WORK WITH TO PROVIDE THE SERVICES) (A) DISCLAIM ALL IMPLIED WARRANTIES AND REPRESENTATIONS (E.G. WARRANTIES, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OF DATA, AND NONINFRINGEMENT); (B) DO NOT GUARANTEE THAT THE SERVICES WILL FUNCTION WITHOUT INTERRUPTION OR ERRORS, AND (C) PROVIDE THE SERVICE (INCLUDING CONTENT AND INFORMATION) ON AN “AS IS” AND “AS AVAILABLE” BASIS. SOME LAWS DO NOT ALLOW CERTAIN DISCLAIMERS, SO SOME OR ALL OF THE DISCLAIMERS MAY NOT APPLY TO YOU.

17. TERMINATION

We can each end this Agreement anytime we want. We or You may terminate this Agreement at any time with notice to the other. On termination, you lose the right to access or use the Services. The following shall survive termination:

- Our rights to use and disclose your feedback;
- Members' and/or Visitors' rights to further re-share content and information you shared through the Service to the extent copied or re-shared prior to termination;
- Any amounts owed by either party prior to termination remain owed after termination.

18. DISPUTES ARISING OUT OF THIS AGREEMENT

All disputes involving but not limited to rights conferred, compensation, refunds, and other claims will be resolved through a two-step Alternate Dispute Resolution mechanism.

- a. Stage 1: Mediation.** In case of a dispute, the matter will first be attempted to be resolved by a sole mediator who is a neutral third party and will be selected at the

mutual acceptance of a proposed mediator by both parties. Both parties may raise a name for the sole mediator and in the case both parties accept the proposed name, the said person shall be appointed as sole mediator. In case the parties are not able to reach a consensus within two proposed mediators, the Owner reserves the right to decide the final mediator. The decision of the mediator is binding on both parties.

- b. Stage 2: 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 Owner, 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 Calcutta, India.

The formation, interpretation and performance of this Agreement and any disputes arising out of it shall be governed by the law, rules and regulations of Calcutta, India. The exclusive jurisdiction and venue for actions and disputes may be as mentioned above, and You hereby submit to the jurisdiction of such courts. All Users situated outside of India shall also be bound by the laws of Calcutta, India.

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 information related to your booking) which You provide on the Website are likely to reveal Your 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. The data collected from the Users as well as from the Service provider may be located in servers outside of India.

20. MISCELLANEOUS PROVISIONS:

- a. Entire Agreement:** This Agreement is the complete and exclusive statement of the agreements between You and Us with respect to the subject matter hereof and supersedes all other communications or representations or 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 this Agreement in no manner shall affect such party's right at a later time to enforce the same. No waiver by either party of any breach of this Agreement, 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 other such breach, or a waiver of any other breach of this Agreement.
- c. *Severability:*** If any provision of this Agreement shall to any extent be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement shall in no way be affected or impaired thereby and each such provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. In such case, this Agreement shall be reformed to the minimum extent necessary to correct any invalidity, illegality or unenforceability, while preserving to the maximum extent the rights and commercial expectations of the parties hereto, as expressed herein.