

## **TERMS OF USE FOR JOB SEEKERS**

### **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.forbestjobs.com](http://www.forbestjobs.com).
- 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**' shall mean the Website and/or the Owner, as the context so requires.
  - iii) The term '**Services**' shall mean those Services offered on the Website by the Owner, including but not limited to employment in India for pharmacy, healthcare, diagnostic, medical devices and the like related jobs.
  - iv) The term "**Employers**" shall mean a person, organisation or institute looking to hire employees.
  - v) The term "**Employees**" shall mean any person or individual looking for employment.
  - vi) The terms '**Party**' & '**Parties**' shall respectively be used to refer to the User and the Owner 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 [www.forbestjobs.com/index.php/privacy\\_policy](http://www.forbestjobs.com/index.php/privacy_policy) and any modifications or amendments made thereto by the Owner 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 Owner, 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 the any part of the Website constitutes the User’s full and final acceptance of these Terms and the aforementioned Policy.
- g) The Owner 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) We do not guarantee that job will be provided to the Employee. The Website explicitly conveys that there is no commitment or guarantee that job will be provided on registering or applying for listed jobs on the Website. The Website is only a platform for employers to search and source candidates as per their required profile.

Also the Website does not provide any warranty for jobs offered by employers.

## **2. Description of Services**

The Website is an online service that connects prospective Employees with Employers, who are looking for employment. As a prospective Employee, you have an opportunity to find a position with an Employer with transparency as to role and compensation in each interview request. Additionally, the Website does not create any contractual obligations between the Employer and the Prospective Employee. The Website only acts as a tool for Prospective Employees to explore opportunities.

There is no restriction on the number of institutions/organizations that the prospective Employee can apply to. Further, the post for application of the job is valid for a period of 1 month (30 days) after which the application shall be removed irrespective of whether or not the prospective Employee has obtained a job or not.

Employers could also access college final year student database by selecting state and then going through the college list and then clicking on excel sheet of one particular college for downloading

## **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 Owner 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 Owner 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 Owner 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 [customercare@forbestjobs.com](mailto:customercare@forbestjobs.com). The User agrees and acknowledges that it may take up to seven (7) business days for the Owner 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 Owner 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 Owner 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 We have reasonable grounds to suspect that such Content is untrue, inaccurate, not current or incomplete, we have 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 Us, or if you have been previously banned from the Site or Service.

In order to use the Website, as a Prospective Employee you must register and create a profile. The use of the Site and the Service is free for Prospective Employees but in

order to avail the premium services offered by the Website a payment must be made with regards to the same. When registering with Us, we may require you to provide us information such as your name, e-mail address, employment history, work experience 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.

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.

## **7. PRICING**

The membership of this Website is free and this includes the browsing of the site and the use of the services. However, we reserve the right to amend the charges for the services rendered. In case that such happens, Users will be intimated of the same, and it will be up to you to decide whether or not you will continue with the Services offered by Us. Such changes are effective as soon as they are posted on the Site. If you have opted for Our Premium Services, You agree to pay the applicable fee of such services which are mentioned on the Website. Failure to pay such applicable fee shall result in the termination of Your use of the Premium Subscription.

## **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 Owner/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. OBLIGATIONS**

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

- a) are responsible for your use of the Website 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 Us. Remember when using the Website 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 Owner 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 Owner or its affiliates may suffer for any such breach.
- c) agrees to provide correct and accurate credit/ debit card details to the approved payment gateway for availing Services on the Website. You shall not use the credit/debit card, which is not lawfully owned by You, i.e. in any transaction, You must use Your own credit/ debit card.
- d) 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.
- e) Information of CV's should be verified by recruitment consultants and prospective employers/ purchaser of database at their end. Prospective Employees are required to upload updated and authentic information in their CV.
- f) Purchasers of database / Employers are not authorised to resell database to any unauthorised person or firm/ company/ organisation and could only access database from authorised email accounts.
- g) Employers can advertise about their company or vacancies as per negotiated plan in through the Website. Employers are requested to add, edit or delete vacancies as per their latest plan.
- h) Employers may ask for help or could inform us about their grievances in our by calling the customer care on 9830055372 or send an email to [customercare@forbestjobs.com](mailto:customercare@forbestjobs.com).

The User expressly agrees and acknowledges that the Owner/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 Owner/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. INDEMNITY AND LIMITATIONS**

The User hereby expressly agrees to defend, indemnify and hold harmless the Website and the Owner, 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 Owner/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 Owner/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 Owner/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.

#### **11. 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 Owner. Furthermore, with respect to the Website created by the Owner, the Owner 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 Owner/Website, to be determined in the sole discretion of the Owner.

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

#### **12. DISCLAIMER OF WARRANTIES AND LIABILITIES**



- a) The Owner 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 Owner 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 Owner 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) All commercial/contractual terms are offered by and agreed between the User and the Owner alone. The commercial/contractual terms include without limitation, payment methods, payment terms, date, period and other services.
- e) The Owner/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 Owner/Website does not implicitly or explicitly support or endorse the using of the Services on the Website.
- f) The Website and the Owner accepts no liability for any errors or omissions, whether on behalf of itself, Owners 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.
- g) The User is solely responsible for the security and confidentiality of his/her credit/debit card details. The Owner expressly disclaims all liabilities that may arise as a consequence of any unauthorized use of Your credit/ debit card.
- h) The Website and the Owner will not be liable for any dispute arising out of jobs that are posted, searching of candidates and job offers made by educational institutions as the Website just provides a platform to connect employers to employees to find jobs that are searched for.
- i) The Owner/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.

- j) 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.

### **13. FORCE MAJEURE**

Neither the Owner nor the Websites 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.

### **14. 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 herein below;
- 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 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, West Bengal*.

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 West Bengal, India, and that the Courts at Calcutta shall have exclusive jurisdiction over any disputes arising between the Parties.

## **15. NOTICES**

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

## **16. AMENDMENT**

- (a) 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.
- (b) *The Owner* 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.
- (c) 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.
- (d) 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

## **17. MISCELLANEOUS PROVISIONS**

- a) **Entire Agreement:** These Terms, read with the Policy form the complete and final

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