

## **USER MANUAL/ TERMS AND CONDITIONS**

THIS AGREEMENT is made and deemed to have been executed at Pune, Maharashtra.

Between

**REALTIME TAXSUTRA SERVICES PRIVATE LIMITED**, is a company registered under the provisions of the Companies Act, 1956, having its corporate office at # 2-5, First Floor, Lokmanya House, Lokmanya Colony, Paud Road, Kothrud, Pune-411038

Hereinafter referred to as "**TAXSUTRA**" (**The Service provider**) of the **First Party** (which expression shall, unless repugnant to the context hereof, mean and include its legal representative, executor, licensee, subsidiaries, successor in office or assigns)

**AND**

**Person** is a user who visits, subscribes, uses, is willing to use, purchase or avail of the online services available on the URL / digital platform of TAXSUTRA at their own discretion.

Hereinafter referred to as "**USER**" of the **Second Party**

(Which expression shall, unless repugnant to the context hereof, mean and include its legal representative, executor, licensee, subsidiaries, successor or assigns)

**ONLINE JOB-RELATED SERVICES** provided by the TAXSUTRA, on its website ([jobjet.taxsutra.com](http://jobjet.taxsutra.com)) /URL /digital platform will be referred to as **JOBJET**.

WHEREAS,

- A) JOBJET is a digital portal/ URL that facilitates job-specific services to the potential users. JOBJET shall endeavour to be a one-stop job listings page specifically / limited to the Tax, Law & Accounting Professionals.
- B) USER includes any individual, job seeker, Employer, Employee, organizer, recruitment agency or any other person/entity who avails of any services of JOBJET whether or not registered/log into the TAXSUTRA URL / ([jobjet.taxsutra.com](http://jobjet.taxsutra.com))

- C) The interested USER who is Employer/organizer shall register themselves and provide the required information on JOBJET. (One-time registration) and can post, edit, view, download their requirements / vacancies thereafter on the JOBJET / URL.
- D) The interested USER who is candidate / job seeker can browse jobs / vacancies on the JOBJET URL and after fulfilling the required details, candidate / job seeker can simply apply by clicking on the job post for the vacancies created by the Employer/ organizer on the JOBJET / URL.
- E) TAXSUTRA shall process the information provided by the USER Candidate (Such as Name, Email ID, Resume etc.) & by USER Employer (Such as Name, Relevant Contact Details, Email ID etc.) with consent, for the purpose of providing its services.
- F) TAXSUTRA reserves the right to refuse or limit visibility or remove or disable any account of any USER or any job vacancy to be posted on the JOBJET URL at its own discretion.
- G) TAXSUTRA seeks to assist the USER candidate/ job seeker professionals to find out more appropriate job/ openings/ vacancies specifically in the field of tax, legal and accounting. TAXSUTRA is not intended to be a source of job givers or the contents of the website/ digital platform should not be construed as a job guarantee.
- H) TAXSUTRA is committed to ensuring that there is no modern slavery or human trafficking in the supply chains while dealing with JOBJET URL or in any part of the business.
- I) By using the JOBJET URL, USER shall acknowledge and agree that TAXSUTRA is not procuring Employees for Employers or procuring opportunities to work for Candidates in need or Job Seekers. TAXSUTRA merely provides a tool enabling Employers and/or Job Seekers to exchange Assessments and Responses as they determine.

BY ACCESSING, VISITING AND USING THE JOBJET URL, THE USER HAS READ, UNDERSTOOD, AND HEREBY AGREES TO BE BOUND BY ALL THE TERMS AND CONDITIONS, INCLUDING THE LIMITATIONS ON LIABILITY

SET FORTH HEREIN.

IF USER DO NOT AGREE WITH ALL OF THE TERMS AND CONDITIONS SET FORTH HEREIN, USER IS EXPRESSLY PROHIBITED FROM ACCESS AND USE OF SERVICES.

NOW THEREFORE IN CONSIDERATION OF MUTUAL OBLIGATIONS, THE LEGAL VALIDITY, AND ADEQUACY OF WHICH IS ACCEPTED BY THE PARTIES, THE PARTIES AGREED TO THE TERMS AND CONDITIONS AS CONTAINED HEREIN:

**I. SERVICES ON JOBJET:**

To avail JOBJET services, only the USER EMPLOYER shall register and/or create its one time Login on its URL job listing page whereas USER Candidate can apply to the various desired Jobs available on JOBJET URL by providing required details each time such as candidate's Name, Email ID, uploading of Resume etc. TAXSUTRA offers the below-mentioned services which may be subject to change in the future:

1) TAXSUTRA offers two packages to the USER Employer:

i. Basic Jobs:

Basic job vacancies/posts offered by USER employer may be posted on the URL / digital platform of TAXSUTRA JOBJET. These jobs can be posted free of cost by USER Employer without the expectation of exclusive branding by TAXSUTRA.

ii. Premium Jobs:

Premium job vacancies shall be posted on the payment of specific fees as prescribed from time to time. Potential USER Employer can avail of this package potential with a commitment by the JOBJET to post premium job posts on its JOBJET URL / digital platform of TAXSUTRA and exclusive branding of the said Job post in terms of visibility of their openings/ vacancies. These fees may be advertised openly by TAXSUTRA or may be subsumed as part of the TAXSUTRA subscription package. This shall be determined and at the sole discretion of TAXSUTRA as it deems fit, which may vary case-to-case.

- 2) USER candidate can avail services on the JOBJET and can apply to any appropriate vacancies without making any payment to the TAXSUTRA by simply providing Name, email ID and by uploading his Resume which shall be in PDF format and not more than 2MB in size.
- 3) After registration or creating a login, services on the JOBJET will be offered to the USER Employer subscribers. Subscription rates are subject to change.
- 4) Once the USER Candidate apply for any job / vacancy on JOBJET URL the respective USER Recruiter/ Employer shall get the information of such application in two following ways:
  - 4.1 The USER Employer / Recruiter will get an auto generated email from JOBJET server informing the candidates application along with the Resume / Curriculum Vitae uploaded by the USER Candidate.
  - 4.2 The USER Employer / Recruiter can also check the details of application and download the Resume / CV for the JOB posted themselves on the dashboard created for the USER Employer / Recruiter by login via using his User ID and Password on the JOBJET URL.
- 5) However, the TAXSUTRA does not have any mechanism in the system to validate that the USER Employer / Recruiter has received such an auto generated mail and/or if they have read it. If any USER Employer / Recruiter raises any dispute while reconciling service report and actual mail received by them, TAXSUTRA does not have any system/ methodology to cross check what has happened to the mail.
- 6) The USER Candidate has to fill the details e.g. Name, email ID and upload the Resume for different post every time while applying for different job/ vacancy.
- 7) However, usage of JOBJET services or result / employment therefrom is not guaranteed by the TAXSUTRA. USER is at full discretion, whether to rely upon or not on any employment/ vacancy, Employer or Employee or schedule interview or to join the employment etc.
- 8) TAXSUTRA does not take any responsibility, guarantee or

consequential liability arising out of any service provided or displayed on its digital platform JOBJET towards any USER or employment.

- 9) JOBJET URL may contain links to third-party websites, these links are provided solely as a convenience or as an advertisement to USER and the presence of these links should not under any circumstances be considered as an endorsement of the contents of the same, if USER chose to access these websites/links, USER do so at their own risk.

## **II. SERVICE CHARGES:**

- 1) JOBJET URL is currently free for the USER candidate/ job seekers and for the USER Employer who chooses the basic package to post the job.
- 2) TAXSUTRA may, in its sole discretion and at any time, end such free use of services available on digital platforms and begin to charge for job applications or basic packages as a standalone product or in conjunction with use of any other services.
- 3) To avail of Premium package services, USER Employer shall pay prescribed fees before posting any job on JOBJET URL. Such USER's payment is processed through secure third-party payment gateway services.
- 4) When the USER makes any payment towards any services or for the usage of JOBJET URL or other paid services provided on JOBJET URL, all payments shall be on a 100% advance basis.
- 5) TAXSUTRA maintains a no-refund policy. Payment made to TAXSUTRA for availing of any service or product shall be completely non-refundable. All the issues related to the product and/or service will be addressed either by correcting service issue /defects or also by providing compensatory services at the discretion of TAXSUTRA. The USER hereby shall agree not to claim any refund against any service order placed on JOBJET URL for buying any service.
- 6) In case of any delay in the payment by the USER of any sums due under this Agreement, the TAXSUTRA shall have the right to charge interest on the outstanding amount from the date the

payment became due up to the date of final payment by the USER at the rate of 24 % p.a.

- 7) Refund if any will be at the sole discretion of TAXSUTRA.
- 8) In case of duplication of payment in error or any other refund determined and decided by TAXSUTRA at its sole discretion, TAXSUTRA may proceed the refund within 10 working days from the date of approval by TAXSUTRA without payment of any interest upon it and after deduction of applicable charges.
- 9) USER Employer agree and understands that TAXSUTRA is not responsible for any non-leads from any candidate or if any USER Employer does not get the desired response or applications.
- 10) USER herewith agree and acknowledges that TAXSUTRA is not liable for any non-response from any Employer or Candidate etc. and cannot be held liable to refund the payment made to the TAXSUTRA for any services.
- 11) USER hereby agree and acknowledges that he shall be solely responsible for carrying out any online or off-line transaction involving online/ internet / credit cards / debit cards payment or such other forms of instruments or documents for making such transactions and TAXSUTRA assumes no responsibility or liability for their improper use of information relating to such usage of credit cards / debit cards/ internet banking or such other payment mode used by the maker / subscriber online / off-line.

### **III. REGISTRATION ACCESS AND USE:**

- 1) The first-time USER Employer requires to make one-time registration on the URL [jobjet.taxsutra.com](http://jobjet.taxsutra.com) to fill in the required information.
- 2) Upon Login created the USER Employer shall fill the requisite data Form/ answers to screener questions which will pop up and ask for the details such as Title of Job, Job Description, Application Details (Like Company URL, Email ID) where they want to receive the resumes etc.
- 3) After providing of the necessary information and/or making payment of the premium package/ prescribed fees (if any), any USER Employer once clicking on the “submit” button, their job

vacancy shall be displayed or become live on the digital portal of TAXSUTRA.

- 4) The USER candidate is required only to go through the job postings created by the USER Employer and search for relevant jobs. Once the USER candidate finds a suitable job, they can click on it and apply by filling their name, email id and uploading the resume for that job..
- 5) USER hereby shall agree and acknowledge that whilst using this platform an obligation is cast upon USER to only provide true and correct information and in the case of creating a profile USER undertake to at all times keep the information up to date. TAXSUTRA will not be liable on account of any inaccuracy of information on their digital platform.
- 6) TAXSUTRA Admin shall have all rights to create Login of USERS for Employer, create job postings for them if required, allocate jobs (both featured and basic), delete jobs, decide the package, fees, confirmation of payment, etc. and to do all necessary acts for the purpose of JOBJET URL.

#### **IV. ACCOUNT AND PASSWORD SECURITY:**

- 1) USER Employer / Recruiter is required to create a login before availing the JOBJET services on TAXSUTRA's digital platform
- 2) USER Employer/ Recruiter then needs to fill up all the required information like name, contact no. email id etc. After successful login / registration, USER Employer/ Recruiter can log in with the help of USER ID and Password provided by the JOBJET to proceed to post or apply, edit for any job vacancy or/and to check and download the applications, Resumes received from the USER Candidate.
- 3) USER Employer/ Recruiter hereby agrees and understands that USER is solely responsible for maintaining the confidentiality of the password associated with the account which USER Employer/ recruiter uses to access the JOBJET URL and also the identification and all activities and transmission performed on the JOBJET URL.

- 4) If the USER Employer/ recruiter becomes aware of any unauthorized use of their password or account, the USER agrees to notify to the same to the TAXSUTRA immediately.

**V. DATA COLLECTION:**

- 1) The information provided by the USER as REQUIRED INFORMATION, USER hereby shall agree and acknowledge that the job description/ post/ advertisement, resume/insertion or information/ data being fed into the JOBJET URL by any USER is correct, factual and complete in all respects and does not contain any false, distorted, manipulated, fraudulent or misleading facts or averments.
- 2) USER hereby agree and acknowledges that, TAXSUTRA shall only collect the Required information from the USER (Like Name, Company, Email ID, resume etc.) which is relevant for Job Postings and applications/ responses.
- 3) All data of USER candidate / job seeker shall be directly provided to the USER Employer or to the person who posts the Job or on the details provided by the USER Employer/ recruiter in the job description via auto generated email or by making available information on dashboard of USER Employer / recruiter
- 4) USER shall hereby agree and acknowledge that, all analytical reports etc. at the backend of TAXSUTRA shall have data of USER who avails the services on JOBJET URL and may be stored on TAXSUTRA server.

**VI. VALIDITY OF JOB POSTS:**

- 1) USER hereby shall agree and acknowledge that all the job posts once posted by USER Employer shall be valid/ displayed or available on the JOBJET URL for a minimum period of 30 (Thirty) clear days, which may extend to a maximum period of up to 90 (ninety) clear days ("Extended Period") (inclusive of holidays and Sundays) from the date of posting i.e. inclusive of the day of posting or any number of days that TAXSUTRA deems fit. Such Extended Period may be granted by TAXSUTRA in certain cases, at its own



discretion only, without the same being granted as a right to every USER Employer.

- 2) Notwithstanding the Extended Period, the USER Employer/organizer/recruitment agency or any other person who posted the job shall be allowed to make any edits/modifications in the job description or post as they deem fit during the 30 days-time periods only.
- 3) On the expiration of the validity of 30 clear days, the USER Employer shall be able to re-post the same job. However, it will be treated as a new job post. If the Job is not re-posted, it shall automatically lapse by efflux of time and shall not be visible on the digital portal of TAXSUTRA again.
- 4) USER shall understand and acknowledge that job post may expire between the time, USER Candidate submits their application and from the time it is received. TAXSUTRA shall not be liable or responsibility for expired job post or for delivering applications prior to a Job Post expiration to any USER.

#### **VII. JOBLIST DISPLAYED ON TAXSUTRA:**

- 1) USER hereby acknowledge that, JOBJET URL is a public site with free access and TAXSUTRA assumes no liability for the quality and genuineness of responses. TAXSUTRA cannot monitor the responses that a USER may receive in response to information/ job listed/ displayed on the site.
- 2) TAXSUTRA takes every step to verify the Employer details to be displayed on JOBJET URL. However, for Employers information or vacancy created or any kind of services, TAXSUTRA makes no guarantees, representations, or warranties, whether expressed or implied, with respect to openings, the truthfulness of vacancy, qualifications of any candidate, character, or other information provided by any USER.
- 3) In no event will TAXSUTRA be liable to the USER or anyone else for any decision made or action taken by any USER including Employer or Employee or anyone else on basis of the information, vacancy, openings, or recommendation provided on this digital

platform or by using this JOBJET URL.

#### **VIII. BRANDING & ADVERTISING:**

USER hereby acknowledge that, TAXSUTRA at its own discretion shall carry out on periodic intervals exclusive branding activities and advertising of the JOBJET URL and job listed on it through its digital portal via emails or on social media posts like on LinkedIn channel, Instagram Page, Facebook handle, Twitter handle, etc., or by posting on other sister portals and any other means as it deems fit, to promote all/specific/premium job postings to its wide database. This database shall comprise of both TAXSUTRA and Non-TAXSUTRA Subscribers. TAXSUTRA shall have unfettered rights as far as promotions are concerned.

#### **IX. DISCLAIMER ON FIDUCIARY RELATIONSHIP:**

- 1) TAXSUTRA makes available JOBJET URL for its USER Employer and Candidate. TAXSUTRA neither creates nor responsible / liable for any Principle- Agent / Employer-Employee/ Joint venture/ Partnership / franchiser-franchisee or fiduciary relationship between TAXSUTRA and USER.
- 2) During USERs use of JOBJER URL, USER may come across and/or receive content, resume, personal details, text, data, graphics, images, suggestions, guidance, opinions, company's details/policies or other material information including candidates' personal information provided in response to Job post. However, the provision or exchange of such information does not create a license or any legal relationship, between JOBJET and USER.
- 3) TAXSUTRA does not have an agency relationship with any Individual/ Employer/ organization/ recruitment agency/ any similar person who is posting job vacancies or openings on JOBJET URL. It only facilitates the communication between that person and the candidate who applies or is supposed to apply.

#### **X. INTELLECTUAL PROPERTY RIGHT:**

- 1) Intellectual Property Rights means intellectual property owned by TAXSUTRA, of every sort, whether or not registered or registrable

in India or any country, including intellectual property of kinds coming into existence after today; and including, among others, copyrights, patents, trademarks, unregistered marks, designs, etc.

- 2) Unless otherwise indicated, the JOBJET URL is TAXSUTRA's proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the website or Digital platform (collectively, the "CONTENT") and the trademarks, service marks, and logos contained therein (the "MARKS") are owned or controlled by TAXSUTRA or licensed to TAXSUTRA and are protected by Copyright and Trademark laws and various other intellectual property rights.

#### **XI. EXCLUSION OF LIABILITY AND GUARANTEE:**

- 1) USER shall agree and understands that, all the information of whatsoever received by TAXSUTRA shall be deemed to be in good faith and is bonafide. The information is believed to be true and correct and complies with the laws of the land.
- 2) TAXSUTRA shall not be liable in contract, tort, or otherwise for any damages, loss of revenue, business, anticipated savings or profits, loss of goodwill or data private/business or for any direct or indirect or consequential loss whatsoever, howsoever arising suffered in connection with any service or outcome therefrom.
- 3) TAXSUTRA is not responsible for any damages resulting from use of JOBJET URL or any digital platform of TAXSUTRA by anyone. User will not use JOBJET URL or any digital platform of TAXSUTRA for illegal purposes. User will (1) abide by all applicable local, state, national, and international laws and regulations in your use of JOBJET URL or any digital platform of TAXSUTRA (including laws regarding intellectual property), (2) not interfere with or disrupt the use and enjoyment of JOBJET URL or any digital platform of TAXSUTRA by other users, (3) not resell material on JOBJET URL or on any digital platform of TAXSUTRA, (4) not engage, directly or indirectly, in transmission of "spam", chain letters, junk mail or any other type of unsolicited communication, and (5) not defame, harass, abuse, or disrupt

other users of JOBJET URL or any digital platform of TAXSUTRA.

- 4) TAXSUTRA shall reserve the exclusive right to cancel any content whatsoever from being published or reflected on its JOBJET URL or any digital platform of TAXSUTRA.
- 5) TAXSUTRA makes no guarantee and/or warranty that access to any Service or outcome therefrom will be uninterrupted, secure, complete, or error-free.
- 6) TAXSUTRA's total aggregate liability to the USER for any claim in contract, tort, negligence, or otherwise arising out of or in connection with the provision of the ONLINE SERVICES will be limited to the charges paid by USER for that particular service.
- 7) TAXSUTRA's total aggregate liability towards the subscriber for any claim in respect of the Services, contract, or otherwise shall be limited to the subscription fees paid by that USER for that particular period and service which is subject to any such claim.
- 8) TAXSUTRA shall be liable only if any claim is notified to TAXSUTRA within 7 clear days (including holidays and Sundays) from the date of it arising.
- 9) TAXSUTRA is not responsible for any incompleteness or inaccuracy of any information on JOBJET URL including as a result of the inaccuracy, a communication sent to an unintended recipient.
- 10) The sole responsibility for the content of any Job post or application/response, any requests for interviews or offers made, any issues arising from an acceptance or denial of employment, and any other issues arising from the use of JOBJET URL, is sole with Employers or Job Seekers as applicable.
- 11) By submitting Job Post on JOBJET URL, USER shall understand and agrees that TAXSUTRA is under no obligation to accept, host, or publish Job post. That decision is entirely TAXSUTRA's sole discretion. The TAXSUTRA team responsible for maintaining the quality of its business/site is independent, and its decisions are final and not subject to review.
- 12) TAXSUTRA may require some Job post to be sponsored to verify the legitimacy of the Job post and/or the Employer, to prevent abuse of the free to post system, to improve the JOBJET services, or for any other reason shall be at TAXSUTRA's sole discretion.

TAXSUTRA may also limit/ amend the number of free Job post allowed to post at a given time in TAXSUTRA's sole discretion.

- 13) TAXSUTRA shall not be liable in anyway if a potential employer posts a fake job or if any scam occurs where a job seeker is cheated or for any deletion or modification of any job post, inaccuracy in the job post, false information by any USER or any result therefrom.
- 14) TAXSUTRA shall also not be liable or responsible if a potential USER Employer contacts a job seeker and pretends to be from Taxsutra and solicits money in return in return for a job.
- 15) TAXSUTRA shall not guarantee the validity of a job offer and cautions Job Seekers, to verify the validity of a job offer before taking adverse action regarding their current employment situations. Job Seekers are solely responsible for verifying the accuracy of any Employer or job offer.
- 16) USER shall understand and acknowledge that TAXSUTRA does not guarantee the Employer's schedule or availability for conducting Virtual or physical Interviews and cannot assure the validity of the contact information provided in the job description. USER also understands that the Employer is responsible for any and all questions, comments, or hiring decisions made. Further, Employers are responsible for any arrangement needed during Virtual Interviews.
- 17) TAXSUTRA shall not evaluate a USER job seeker's qualification for any job. Whether a particular skill is relevant to a job, or whether a Job Seeker is qualified or appropriate for a job, is decided solely by the USER Employer sending the assessment and reviewing the response by the USER candidate.
- 18) USER shall understand and acknowledge that receiving or responding to an assessment/ job post does not guarantee a job or job offer, or a job offer at any particular salary, or any further communication or action by any Employer. An Employer is a sole party to determine whether a response from any candidate indicates a qualified Job Seeker. TAXSUTRA does not have any concern to that effect.
- 19) The TAXSUTRA takes no responsibility/liability whatsoever for

shortage or non-fulfillment of the service on JOBJET URL or any other digital platform of TAXSUTRA due to or arising out of technical failure or/and malfunctioning or/and otherwise. USER hereby undertakes that in such situations, the USER shall not claim any right/damages/ relief/loss, etc against the TAXSUTRA for "Deficiency of service" under The Consumer Protection Act or any other Act/Rules, etc.

- 20) TAXSUTRA provides various services on its digital platform including JOBJET URL hence may use the USER's registered email address and other personally identifiable information to send product / service updates, promotional messages, emails or marketing communications.
- 21) USER candidates shall understand and acknowledge that prior to submitting an application or applying for any job through JOBJET URL, they are solely responsible for reviewing and confirming that they are applying to desired Job post. Once a candidate provides information to an Employer (whether in the form of a job application, name, resume, email, interview material or otherwise), TAXSUTRA does not have control over the Employer's use or disclosure of that information. If USER wants to request the Employer delete, modify, or maintain confidence over any such information, USER must make such a request or contact directly to the Employer. TAXSUTRA does not have any concern to that effect.

## **XII. RECOMMENDATION FROM TAXSUTRA:**

TAXSUTRA hereby suggested/ requested to the USER that,

- 1) USER shall all times comply with the requirements of the Information Technology Act 2000 or any other law as applicable as well as all rules, regulations, guidelines, bye laws and notifications made thereunder.
- 2) The USER hereby expressly agrees that the TAXSUTRA has performed and complied with the requirements of the Information Technology Act 2000 or any other relevant law as applicable as well as all rules, regulations, guidelines, bye laws and notifications made thereunder.

- 3) USER shall responsible for further researching the information/ job listed on the JOBJET URL. Any breach of privacy or of the information provided by the USER to TAXSUTRA to be placed on the JOBJET by technical or any other means is not the responsibility of TAXSUTRA. TAXSUTRA does not guarantee the confidentiality of information provided to it by any person acquiring/using all/any information displayed on JOBJET URL or any of its other websites / domains owned and operated by TAXSUTRA.
- 4) TAXSUTRA's digital platform and services are only one source of information among the many sources that are available to the USER. USER may wish to consider multiple sources in order to make an informed decision.
- 5) USER shall not create or provide any response/ information which:
  - i. contains any highly confidential personal information/ details, such as bank account or credit card information, online account information, health/ wealth information, or other categories of data subject to special breach notification requirements in any country;
  - ii. contains proprietary information, trade secrets, confidential information, advertisements, solicitations, chain letters, pyramid schemes, investment opportunities, or other unsolicited commercial communication.
  - iii. Which directly or indirectly violates the rights of any person/ group or any other local, state or central law.
- 6) Use and act upon any information, suggestions, or recommendation appearing on JOBJET URL or received by using ONLINE SERVICE is solely at the user's own risk.
- 7) USER Employer is hereby advised to conduct its own background checks on the bonafide nature of all response(s) before considering or accepting proceedings with any application by the USER candidate.
- 8) USER candidate is also hereby advised to confirm the details of any Employment/ vacancies posted or displayed on the digital platform of TAXSUTRA.

- 9) All USERS are hereby advised not to take any decision based solely upon the information displayed or recommendations provided through this digital platform.

### **XIII. LIMITED RIGHTS:**

Subject to the terms and conditions of the Agreement, TAXSUTRA hereby grants to the USER a limited, revocable, non-exclusive, non-transferable right to normal, noncommercial use and access the JOBJET URL via the TAXSUTRA during the term solely for internal business purposes and any other limitations, as applicable, set forth. TAXSUTRA hereby reserves all rights not expressly granted to the USER in the Agreement. User may not copy, reproduce, transmit, distribute, or create derivative works of such content or information without express written authorization from TAXSUTRA or the applicable third party (if third party content is at issue).

### **XIV. USER REPRESENTATIONS:**

The USER hereby represents and warrants that,

- 1) The User is solely responsible for obtaining, at his own cost, all licenses, permits, consents, approvals and intellectual property or other rights as may be required by law for using the Service.
- 2) USER's usage, and access to the JOBJET URL or digital platform will not violate any applicable law or regulations.
- 3) All registration, documents, and information that USER will submit shall be true, accurate, correct, uncut, non-fictitious, and complete; USER will maintain the accuracy of such information and promptly update such information as necessary.
- 4) USER shall not misuse, defraud, or mislead the information received on TAXSUTRA's digital platform or from the Employer/ Employee as applicable. USER debarred from the use of JOBJET URL for any illegal, forbidden, or unauthorized purpose.
- 5) If USER provides any information that is untrue, inaccurate, manipulated, wrong, not current, or incomplete, with deceitful intention, or misrepresented, TAXSUTRA reserves the right to not post any job or to suspend or to terminate USERS account/



subscription and/or refuse to deliver any or all current or further services.

- 6) USER shall be liable under appropriate law and order for making improper use of our support services or for submitting false reports, fake documents, edited photocopy's/scan copies, false details, misrepresentation, information or abuse, or misconduct.
- 7) If USER provides information for or on behalf of another individual or person or body corporate (whether registered or not), such USER should be doing so with the consensus of that person after fully understanding the implications of this action. TAXSUTRA will not be held responsible if the USER is doing this without the knowledge/consensus of that person concerned.
- 8) USER agrees to use the JOBJET URL only to post, send and receive messages and material that are proper and related to the particular Service. By way of example, and not as a limitation, USER agrees that while using ONLINE SERVICES, USER shall not:
  - i. Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent, or unlawful topic, name, material, or information. Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy of publicity) unless you own or control the rights thereto or have received all necessary consents.
  - ii. Defame, abuse, harass, stalk, threaten, or otherwise violate legal rights (such as rights of privacy) or others.
  - iii. Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer etc.

**XV. INDEMNIFICATION:**

- 1) The USER shall agree that TAXSUTRA is not responsible for any harm that his/her use of this service may cause. The USER agrees to indemnify, defend, and hold TAXSUTRA harmless from and against any or all liability and costs incurred in connection with any loss, liability, claim, demand, damage, and expenses arising from or in connection with the contents or use of the service.

- 2) The USER shall agree that this defense and indemnity shall also apply to any breach by the USER of the agreement or the foregoing representations, warranties, and covenants.
- 3) The USER shall further agree that this defense and indemnity shall include without limitation whether any fees are paid or not. The USER also agrees that this defense and indemnity shall apply to TAXSUTRA, its founders, agents, experts, officers, and Employees.
- 4) TAXSUTRA reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by the USER and the USER shall not, in any event, settle any matter without the written consent of TAXSUTRA.
- 5) USER agrees to indemnify TAXSUTRA for all losses incurred due to any false, distorted, manipulated, defamatory, libelous, vulgar, obscene, fraudulent or misleading facts or otherwise objectionable averments made by USER on the JOBJET URL.

**XVI. CONFIDENTIALITY:**

- 1) TAXSUTRA makes every effort to maintain the confidentiality of any information, documentation submitted by USERS on the JOBJET URL, and a database of the Employer / organization/ recruitment agency / Employee / Job seeker etc. The USER is however warned that the use of the internet or e-mail for confidential or sensitive information is susceptible to risks that inevitably arise on this medium.
- 2) Additionally, because TAXSUTRA cannot control the conduct of others, cannot guarantee that the information will remain confidential. Please use caution in deciding what information to input into the System. Do not provide any confidential/personal information or trade secret information. TAXSUTRA is not responsible for the release or improper use of such information by any USERS or any release due to error or failure in the System.

**XVII. DISCLAIMER OF WARRANTIES**

USER'S USE OF THIS WEBSITE AND/OR PRODUCTS ARE AT THE USER'S SOLE RISK. TAXSUTRA THROUGH ITS JOBJET URL OR ANY DIGITAL PLATFORM OF TAXSUTRA AND THE SERVICES ARE

OFFERED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TAXSUTRA EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT WITH RESPECT TO THE SERVICES OR JOBJET URL CONTENT, OR ANY RELIANCE UPON OR USE OF JOBJET URL CONTENT OR SERVICES. ("PRODUCTS" INCLUDE TRIAL PRODUCTS.)

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TAXSUTRA MAKES NO WARRANTY:

THAT THE INFORMATION PROVIDED ON JOBJET URL IS ACCURATE, RELIABLE, COMPLETE, OR TIMELY.

THAT THE LINKS TO THIRD-PARTY WEBSITES ARE TO INFORMATION THAT IS ACCURATE, RELIABLE, COMPLETE, OR TIMELY.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM JOBJET URL WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN.

AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR THAT DEFECTS IN SERVICES WILL BE CORRECTED.

REGARDING ANY SERVICES PURCHASED OR OBTAINED THROUGH JOBJET URL.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO THE USER.

**XVIII. CORRECTION AND MODIFICATION:**

- 1) There may be information on the JOBJET URL that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing availability, and various other information, TAXSUTRA reserves the right to correct any errors, inaccuracies, or omissions and to change or update the information on the site

at any time without prior notice.

- 2) TAXSUTRA reserves exclusive right to change, modify, amend or remove the contents, offers, fee structure, name of an Employer, any job post, vacancy, opening, details of recruiter, any information or other services etc. at any time for no or any reason at TAXSUTRA's own discretion without notice.
- 3) TAXSUTRA shall not be liable to the USER or any third party for any modification, price change, suspension, or discontinuity of the service. It is the USER's responsibility to periodically review these Terms and Conditions to stay informed of updates.

**XIX. GOVERNING LAW AND JURISDICTION:**

Any controversy or claim arising out of or relating to this Agreement or TAXSUTRA's JOBJET URL shall be settled by binding arbitration in accordance with the Arbitration and Conciliation Act, 1996 and the rules made thereunder. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. Any other dispute or disagreement of a legal nature will also be decided following the laws of India, and the Courts of PUNE shall have exclusive jurisdiction in all such cases.

**XX. FORCE MAJEURE:**

TAXSUTRA shall not be liable for any failure or unavailability of the JOBJET URL or website as a result of the loss or destruction of data, the deletion or corruption of storage media, power failures, damages, unavailability of suppliers, or any other event beyond its control or occurs due to act of God or by an unnatural event.

**XXI. INVALIDITY:**

If any one or more of the provisions contained in this Terms and Condition Agreement should be determined to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of the Agreement shall not in any way be affected or impaired thereby.

**XXII. DOMESTIC USE**

TAXSUTRA makes no representation that JOBJET URL or Services are appropriate or available for use in locations outside India. Users who access JOBJET URL from outside India do so at their own risk and initiative and must bear all responsibility for compliance with any applicable local laws.

### **XXIII. ASSIGNMENT**

USER may not assign his/her rights and obligations under this Agreement to anyone. TAXSUTRA may assign its rights and obligations under this Agreement in its sole discretion and without advance notice to the USER.

### **XXIV. TERMINATION**

TAXSUTRA reserves the right to terminate your access to JOBJET URL or any digital platform of TAXSUTRA if it reasonably believes, in its sole discretion, that you have breached any of the terms and conditions of this Agreement. Following termination, you will not be permitted to use JOBJET URL and TAXSUTRA may, in its sole discretion and without advance notice to you, cancel any outstanding orders for Services. If your access to JOBJET URL is terminated, TAXSUTRA reserves the right to exercise whatever means it deems necessary to prevent unauthorized access of JOBJET URL.

### **XXV. PRIVACY**

TAXSUTRA believes strongly in protecting USER privacy and providing you with notice of TAXSUTRAS's use of data. Please refer to TAXSUTRA privacy policy, incorporated by reference herein, that is posted on JOBJET URL.