

# **Terms of Use**

The following terms and conditions are deemed to have been accepted by the User on usage of the website www.rekrutindia.in. The terms "You" and "User" refer to all individuals and/or entities accessing this site for any reason

# RIGHT TO CHANGE, MODIFY OR DELETE THE TERMS AND CONDITIONS

Rekrut India Private Limited ("Rekrut") reserves the right to change, modify, add or delete portions of the Terms and Conditions at any time, without prior notice. Please re-review the Terms and Conditions periodically for changes. Your continued use of the Site will mean that you accept such changes or deletions.

# PRIVACY

Please refer to Rekrut's Privacy Policy for information regarding the Company's collection, use, and storage of users' information.

# COPYRIGHT AND USE OF SITE CONTENT

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#### **Limitation of Liability**

Neither Rekrut affiliates, employees, directors, officers, agents, vendors or supplier shall be liable to you or any other person, whether in Tort, Contract, Strict Liability or otherwise, for any indirect, special, incidental or consequential losses or damages of any nature arising out of or in connection with the use or inability to use this Platform, including, without limitation, damages for lost profits, loss of goodwill, loss of data, work stoppage, accuracy of search results, or computer / electronic device failure, virus or malfunction. In no event will Rekrut be liable for any damages in excess of ₹1000.

#### Site Linking

The Platform may contain links to pages on other websites ("Linked Sites"), and those Linked Sites may contain Content or offer products and/or services for sale. Rekrut does not author, edit, control, or monitor these Linked Sites. You acknowledge and agree that (a) we have no responsibility for the accuracy or availability of information provided by Linked Sites; (b) we do not control or endorse the sponsors of such Linked Sites or the content, products, advertising, or other materials presented on



such Linked Sites; and (c) you agree to the terms and conditions of the Linked Sites. We may remove any Linked Sites from the Platform at any time with or without reason.

REKRUT WILL NOT BE LIABLE FOR ANY TRANSACTIONS CONDUCTED BY YOU WITH THIRD PARTIES THROUGH THE LINKED SITES OR FOR ANY LIABILITY ARISING FROM THE REPRESENTATIONS OR INFORMATION PROVIDED ON SUCH LINKED SITES.

We appreciate that Linked Sites may contain material on which the operator of the Linked Sites has intellectual property rights. We respect those rights and provide the links for information purposes only. The fact that we have provided links to any Linked Site does not create or imply any relationship or partnership with the operator of such Linked Site.

## Indemnity

You agree to indemnify and hold Rekrut harmless from any and all claims, liabilities, damages, losses and expenses, including reasonable attorneys' fees and costs, relating to or arising out of (a) your use or attempted use of the Platforms in violation of the Terms; (b) your violation of any law or rights of any third party.

## **Termination of Rights**

You agree that Rekrut, in its sole discretion, may deactivate your account or otherwise terminate your use of the Platform with or without reason, including, without limitation, if Rekrut believes that you have (a) breached the Terms; (b) infringed the intellectual property rights of a third party; (c) posted, uploaded or transmitted unauthorised Content on the Platform; or (d) violated or acted inconsistently with the letter or spirit of these Terms or any other applicable code of conduct. You agree that any deactivation or termination of your access to the Platforms may be effected without prior notice to you and that Rekrut shall not be liable to you nor any third party for any termination of your access. You also acknowledge that Rekrut may retain and store your information on Rekrut's systems.

#### **General Disclaimer**

Every effort has been made to ensure the accuracy of the information. The site is designed, updated and maintained by www.rekrutindia.com. The information contained in this Web site is intended, solely to provide general information for the personal use of the reader, who accepts full responsibility for its use and does not represent or endorse the accuracy or reliability of any information, including content or advertisements contained on, distributed through, or linked, downloaded or accessed from any of the services contained on this web site. The web site may contain inaccuracies, typographical and clerical errors, though efforts had been made to ensure accuracy. But www.rekrutindia.com reserves the right to change, alter, and delete any of the representations, clauses in this website without prior notice or information.

#### **Miscellaneous Provisions**

By accepting the Terms through your use of the Platform, you certify that you are 18 years of age or older. If you are under the age of 18 or under the legal age in your jurisdiction to enter into a binding contract, you may use the Platform only under the supervision of a parent or legal guardian who agrees to be bound by the Terms. If you are a parent or legal guardian agreeing to the Terms for the benefit of a child below 18, be advised that you are fully responsible for his/her use of the Platform, including all financial charges and legal liability that he/she may incur. By using the Platform, you



represent and warrant that you have the right, authority, and capacity to enter into the Terms and to abide by all of the terms and conditions set forth herein.

Rekrut may freely transfer or assign any portion of its rights or delegate its obligations under these Terms. You shall not transfer or assign, by operation of law or otherwise, any portion of your rights or delegate your obligations under these Terms without the prior written consent of Rekrut.

These Terms shared with you shall be governed by, construed and enforced in accordance with the laws in India, as these are applied to agreements entered into and to be performed entirely within India and without giving effect to any principles of conflict of laws. You agree that any legal lawsuit or other action brought by Rekrut, you or any third party to enforce these Terms shared with you, or in connection with any matters related to the Platform, shall be subject only to the jurisdiction of the courts of Mumbai. Where a dispute arises, the parties involved shall make all reasonable efforts to resolve the dispute through good faith negotiations. If efforts to amicably resolve any dispute or claim between the parties are unsuccessful, then such dispute or claim arising out of or in connection with the Terms shared with you, including any question regarding its existence, validity or termination, shall be referred to arbitration under the Arbitration and Conciliation Act, 1956, as amended ("Act") before a sole arbitrator to be appointed by Rekrut. The proceedings shall be conducted in English and the seat for arbitration shall be Mumbai.

If any provision of the Terms or shared with you is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from the other provisions herein, and shall not affect the validity and enforceability of any remaining provisions. Rekrut shall have no liability under these Terms, to the extent arising from any failure of Rekrut to perform any of its obligations under these Terms, due to any fire, flood, earthquakes, other acts of God, war, civil unrest, terrorism, Internet failures, governmental act or court order, national emergency, strikes or labour disputes or any other event not within Rekrut 's reasonable control. Rekrut shall not be responsible for damage or other problems caused by any unauthorised change to these Terms made by way of hacking or cracking this page.

The failure of Rekrut to exercise or enforce any right or provision of the Terms, shall not constitute a waiver of such right or provision. If any provision of the Terms shared with you is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, to the extent that may lawfully be done, and the other provisions of these Terms, shall remain in full force and effect.

These Terms shared with you constitute the entire agreement between you and Rekrut relating to the matters set forth herein, and shall not be modified except in writing, as posted on the Platforms by Rekrut or through a specific writing between you and Rekrut.

Rekrut may freely transfer or assign any portion of its rights or delegate its obligations under the Terms. You may not transfer or assign, by operation of law or otherwise, any portion of your rights or delegate your obligations under the Terms, without the prior written consent of Rekrut, and any such attempted transfer or assignment shall be void and of no effect.

In the event if you feel that your concern has not been resolved to your satisfaction, you may contact our grievance officer, who shall endeavour to redress the concern within 30 working days from the date of escalation. You are advised to escalate to the grievance officer only when you have already



raised your complaint which has not been resolved to their satisfaction, or their concern has not been resolved within 30 working days from the date of ticket generation.

Any notice or communication that may be required to be given to Rekrut under these Terms shared with you may be sent by writing or emailing to the following addresses:

Attention: Legal Department Rekrut India Private Limited, Registered Address: 75, Ground Floor, Nishuvi Dr. Annie Besant Road, Worli, Mumbai – 400018 Communications Address: Email: Legal@rekrutindia.com