



Terms and Conditions

PURPOSE:

www.pluckyourday.com ("Website") which is a product of Workbeats Solutions Pvt. Ltd. ("we", "us" or "our"), is intended only to serve as a preliminary medium of contact and exchange of information for its users / subscribers / visitors who have a bona fide intention to contact and/or be contacted for the purposes related to genuine existing job vacancies and for other career enhancement services. These are the Terms of Use ("Terms") under which all users of the Website, including persons ("Candidates") who wish to offer their skills and services as employees or in any other capacity to clients who need their services ("Clients") and site visitors ("you", "your", "users"), who may use our website and the services (each as defined below). Subscription Period means the period during which users having account on the Website have subscribed to paid services of Website ("Subscription Period"). These Terms include our Privacy Policy which is incorporated into these Terms by reference.

These Terms constitute a binding agreement between you and us for operating the Website and are deemed accepted by you each time that you use or access any of our Website or services. If you do not accept the Terms stated here, do not use our Website and services.

Website and related products or service or product that is subscribed to or used (whether the same is paid for by you or not) is meant for the purpose and for the exclusive use by the users. Copying or downloading or recreating or sharing passwords or sublicensing or sharing in any manner which is not in accordance with these Terms, is a misuse of the Website or service or product and we reserve the right to act in such manner as to protect our loss of revenue or reputation or claim damages including stopping of your service or access and reporting to relevant authorities. In the event you are found to be copying or misusing or transmitting or crawling any data or photographs or graphics or any information available on Website for any purpose other than that being a bona fide purpose, we reserve the right to take appropriate legal action that we deem fit including but not limited to stopping access and claiming damages. Using content from Website for derivative works with a commercial motive without prior written consent from us is strictly prohibited. You undertake that the services being offered by us through the Website shall not be utilized to upload, post, email, transmit or otherwise make available either directly or indirectly, any unsolicited bulk e-mail or unsolicited commercial e-mail to any person or persons. We reserve the right to filter and monitor and block the emails/messages/any other communication sent by you/user using the servers maintained by us. All attempts shall be made by you to abide by applicable best practices in containing and eliminating Spam. You shall not spam the platform maintained by Website or indiscriminately and repeatedly post jobs/forward mail indiscriminately etc. any conduct of you in violation of this clause shall entitle us to forthwith terminate all services being offered to you without notice and to forfeit any amounts paid by you.

Our Website is a public website with free access for browsing and we assume no liability for the quality and genuineness of responses or identity of the users. We cannot monitor the response that a person may receive in response to the information that he/she has displayed on the website. The individual/company would have to conduct its own background checks on the bona fide nature of all responses received on the website (except in cases where background check services are specifically availed). You give us permission to use the information about actions that you have taken on Website in connection with ads, offers and other content (whether sponsored or not) that we display across our services, without any compensation to you. We shall use data and information about you to make relevant suggestions and recommendation to you and others.

The Website may contain links to third party websites, these links are provided solely as convenience to you and the presence of these links should not under any circumstances be considered as an endorsement of the contents of the same, if you chose to access these third-party websites, you do so at your own risk.

While using this Website an obligation is cast upon you to only provide true and correct information and in the case of creating a profile you undertake to at all times keep the information up to date. We will not be liable on account of any inaccuracy of information on this Website. It is the responsibility of the user on the website to further research the information available on Website. Any breach of privacy or of the information provided by you to us to for availing services on the Website by technical or any other means is not our responsibility. We do not guarantee the confidentiality of information provided to us by any person acquiring/using all/any



information displayed on the website/domains owned and operated by us. We do not share personally identifiable data of any individual with other companies/entities without obtaining permission except with those acting as our agents. We shall share all such information that we have in our possession in response to legal process, such as a court order or subpoena. You shall not utilize the services being offered by Website in any manner so as to impair the interests and functioning of Website. You undertake not to duplicate, download, publish, modify and distribute material on Website unless specifically authorized by us in this regard. You are solely responsible for maintaining the confidentiality of your password and user identification and all activities and transmission will be performed by you through this user identification only and you shall be solely responsible for carrying out any online or off-line transaction involving credit cards/debit cards or such other forms of instruments or documents for making such transactions and we assume no responsibility or liability for their improper use of information relating to such usage of credit cards/debit cards used by you online/off-line.

You shall not upload, post, transmit, publish, or distribute any material or information that is unlawful, or which may potentially be perceived as being harmful, threatening, abusive, harassing, defamatory, libelous, vulgar, obscene, or racially, ethnically, or otherwise objectionable. You expressly state that the resume or the data being fed into our network is correct and complete in all respects and does not contain any false, distorted, manipulated, fraudulent or misleading facts or averments. We expressly disclaim any liability arising out of said resume insertion/vacancy information/ proposed job/data so fed into our network by you. Further, you agree to indemnify us for all losses incurred by us due to any false, distorted, manipulated, defamatory, libelous, vulgar, obscene, fraudulent or misleading facts or otherwise objectionable averments made by you on our network.

You hereby specifically agree that he/she shall, at all times, comply with the requirements of the applicable law rules, regulations, guidelines, bye laws and notifications made thereunder, while assessing our Website. You further unequivocally declare that in case of violation of any provisions of the applicable law and/or rules, regulations, guidelines, byelaws and notifications made thereunder, you shall alone be responsible for all your acts, deeds and things and that you alone shall be liable for all civil and criminal liability there under or under any other law for the time being in force.

You alone are responsible for obtaining, at your own cost, all licenses, permits, consents, approvals, and intellectual property or other rights as may be required by you for using the services being offered on the website.

YOU REPRESENT, WARRANT, AND COVENANT THAT YOUR USE OF THE WEBSITE SHALL NOT BE DONE IN A MANNER SO AS TO:

1. Violate any applicable local, state, national or international law, statute, ordinance, rule, or regulation.
2. Interfere with or disrupt computer networks connected to Website;
3. Impersonate any other person or entity or make any misrepresentation as to your employment by or affiliation with any other person or entity.
4. Forge headers, use intellectual property of another person, or in any manner manipulate identifiers in order to disguise the origin of any user information;
5. Interfere with or disrupt the use of Website by any other user, nor "stalk", threaten, or in any manner harass another user;
6. Use Website in such a manner as to gain unauthorized entry or access to the computer systems of others;
7. Reproduce, copy, modify, sell, store, distribute or otherwise exploit for any commercial purposes Website, or any component thereof (including, but not limited to any materials or information accessible through Website);
8. Use content from the Website for derivative works with a commercial motive without receiving our prior written consent.
9. Use any device, software or routine to interfere or attempt to interfere with the proper working of Website; or
10. Impose an unreasonable or disproportionately large load on Website infrastructure.
11. Spam Website by indiscriminately and repeatedly posting content or forwarding mail that may be considered spam etc.
12. Access data not intended for you or log into server or account that you are not authorized to access.



13. Constitute an act of reverse engineering, decompiling, disassembling, deciphering or otherwise attempting to derive the source code for the website or any related technology or any part thereof
14. Engage in "framing," "mirroring," or otherwise simulating the appearance or function of the website.
15. Attempt to probe, scan or test the vulnerability of a system or network;
16. Use automated means to crawl and/or scrape content from Website and to manually scrape content from Website;
17. The Website uses technological means to exclude robots etc. from crawling it and scraping content. You undertake not to circumvent these methods.
18. Access the Website except through the interfaces expressly provided by us.
19. Attempt or breach security or authentication measures without proper authorization;
20. Providing deep links into Website without receiving our prior permission is strictly prohibited. Extracting data from Website using any automated process such as spiders, crawlers etc. or through any manual process for a purpose that has not been authorized in writing.
21. Upload, post, email, transmit or otherwise make available either directly or indirectly, any unsolicited bulk e-mail or unsolicited commercial e-mail.
22. Users shall under no circumstance sublicense, assign, or transfer the license, and any attempt at such sublicense, assignment or transfer is void.
23. Constitute hosting, modifying, uploading, posting, transmitting, publishing, or distributing any material or information
 - a. For which you do not have all necessary rights and licenses.
 - b. Which infringes, violates, breaches or otherwise contravenes the rights of any third party, including any copyright, trademark, patent, rights of privacy or publicity or any other proprietary right;
 - c. Which contains a computer virus, or other code, files or programs intending in any manner to disrupt or interfere with the functioning of Website, or that of other computer systems;
 - d. That is grossly harmful, harassing, invasive of another's privacy, hateful, disparaging, relating to money laundering or unlawful, or which may potentially be perceived as being harmful, threatening, abusive, harassing, defamatory, libelous/blasphemous, vulgar, obscene, or racially, ethnically, or otherwise unlawful in any manner whatsoever;
 - e. Which constitutes or encourages conduct that would constitute a criminal offence, give rise to other liability, or otherwise violate applicable law;
 - f. That deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
 - g. That belongs to another person and to which the user does not have any right to;
 - h. That harm minors in any way;
 - i. That threatens the unity, integrity, defense, security or sovereignty of India or any other 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.

In order to use the Website, you represent and warrant that you are/must:

- a. at least 18 years old.
- b. Provide your full name, company name, address, phone number and email address.
- c. Provide billing and financial information such as billing name and address, credit card number and security code.
- d. Provide the number of users within the organization that will be using our Website.
- e. For individual user accounts, select a username and a strong password.
- f. Be responsible for protecting the confidentiality of any non-public authentication credentials such as passwords and the confidentiality of your content.
- g. Have each user register for a new Account; multiple people accessing the services with the same Account is prohibited.
- h. Not share your password with other users.
- i. Services are billed in advance and non-refundable, except as noted hereunder.
- j. Be responsible for any action taken on behalf of any your Account users (even if You are not the one taking such action).
- k. Accept and comply with Website's Terms and Privacy Policy.



- I. Not be a bot or any other similar program.

You shall not infringe on any intellectual property rights of any person/entity or retain information/ download any information from any computer system or otherwise with an intention to do so. We will make our best efforts to do so but do not warrant that any of the Website or any affiliate sites or network system linked to it is free of any operational errors nor does it warrant that it will be free of any virus, computer contaminant, worm, or other harmful components. E-Mails provided as part of contact details are expected to be genuine and access to such email accounts is available to authorized personnel only.

We shall not be liable for any loss or damage sustained by reason of any disclosure (inadvertent or otherwise) of any information concerning the user's account and/or information relating to or regarding online transactions using credit cards/debit cards and/or their verification process and particulars nor for any error, omission or inaccuracy with respect to any information so disclosed and used whether or not in pursuance of a legal process or otherwise.

Payments for the services offered by www.pluckyourday.com Website shall be on a 100% advance basis. Refund if any will be as per our policy. We offer no guarantee whatsoever for the accuracy or timeliness of the refunds reaching the user card/bank accounts. We give no guarantees of server uptime or applications working properly. All is on a best effort basis and liability is strictly limited to refund of the amount only. For free services, we undertake no liability and we reserve our right to amend/alter or change all or any disclaimers or Terms of agreements at any time without any prior notice. All Terms/disclaimers whether specifically mentioned or not shall be deemed to be included if any reference is made to them.

Unless otherwise specified and notwithstanding anything contained in any other agreement or arrangement, by whatever name called, our performance obligation is to provide access of Website to the users for the duration of the subscription period & reference to any usage, by whatever name called or any other performance obligation, if any, is to provide the upper limit for consumption, which by itself, does not create any additional performance obligation upon us. Subscriber/user acknowledges and agrees that Website, at its sole discretion and without prejudice to other rights and remedies that it may have under the applicable laws, shall be entitled to set off the amount paid or payable by a subscriber/user against any amount(s) payable by subscriber/user to us under any other agreement or commercial relationship towards other products/services.

We will not be a party to any legal proceedings between a user and a party contracted through the Website. In case we are implicated in any legal proceedings, costs incurred by us will be recovered from the party that names us. We however will abide by any court order served on us through due process. We make no representation that the materials on Website are appropriate. If you use this Website, you are responsible for compliance with applicable local laws including but not limited to the labour and employment laws, export and import regulations of the jurisdiction as may be applicable to you. The services provided by the Website maintained, operated, or owned by us do not extend to acting as an agent (express or implied) on behalf of any subscriber or user. We have no agents and do not operate through any agents save for those specifically mentioned on the home page of the Website.

The Terms and conditions mentioned above regulate the usage of the Website. Any person using Website in violation of the stipulations contained in the Terms and conditions of Website shall render himself/herself liable to appropriate action in a court of law both civil and criminal.

We would not be held liable for loss of any data, technical or otherwise, supplied by you due to acts of god as well as reasons beyond our control like corruption of data or delay or failure to perform as a result of any cause(s) or conditions that are beyond our reasonable control including but not limited to strikes, riots, civil unrest, govt. policies, tampering of data by unauthorized persons like hackers, distributed denial of service attacks, virus attacks, war and natural calamities. By using our services, you allow us to use your intellectual property such as logo, trademark or brand name in relation to the services availed by you and agree that as an indication of our experience, we may cite to third parties the performance of the services.

BY ACCEPTING THESE TERMS AND CONDITIONS, YOU AGREE TO INDEMNIFY AND OTHERWISE HOLD HARMLESS US, OUR DIRECTORS, OFFICERS, EMPLOYERS, AGENTS, SUBSIDIARIES, AFFILIATES AND OTHER PARTNERS FROM ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR



EXEMPLARY DAMAGES ARISING OUT OF, RELATING TO, OR RESULTING FROM YOUR USE OF THE SERVICES OBTAINED THROUGH THE WEBSITE INCLUDING BUT NOT LIMITED TO INFORMATION PROVIDED BY YOU OR ANY OTHER MATTER RELATING TO WEBSITE. ANY REFERENCE TO DUTIES AND TAXES ETC IN THESE TERMS OF USE SHALL INCLUDE ANY AND ALL TAX LAWS. ANY ADDITIONAL TAX LIABILITY ARISING ON ACCOUNT OF INTRODUCTION OF A NEW TAX REGIME OR AMENDMENT TO EXISTING TAX LAWS WOULD BE RECOVERED OVER AND ABOVE THE AGREED CONTRACT PRICE / SERVICE FEE.

If any dispute arises between you and us arising out of use of the Website or thereafter, in connection with the validity, interpretation, implementation or alleged breach of any provision of Terms and Conditions or Privacy Policy of the Website, the dispute shall be referred to a sole arbitrator who shall be an independent and neutral third party identified by us. The decision of the arbitrator shall be final and binding on both the parties to the dispute. The place of arbitration shall be New Delhi, India. The Arbitration & Conciliation Act, 1996 as amended, shall govern the arbitration proceedings.

These Terms and Conditions shall be governed by the laws of the Republic of India. The exclusive forum for any disputes arising out of or relating to these Terms of Use shall be a court of law located in New Delhi, India.

The use of Website is subject to our Privacy Policy.

In case of non-compliance of these Terms and Conditions or Privacy Policy, we reserve the right to take any action against you including but not limited to, terminate your usage rights, forfeit fees paid by you and take down any offending information that might have been uploaded by you.