

1. DEFINITIONS

- (a) "Intellectual Property Rights" shall mean any inventions (patented or not), patent applications, patents, trademarks, trade names, service marks, copyrights, any know-how, ideas, trade secrets or any and all other intellectual property rights, and forms of protection of a similar nature anywhere in the world.
- (b) "Privacy policy" shall mean the privacy policy available at www.weballigator.com.
- (c) "Subscriber User" shall mean any employee or authorized agent of the Subscriber who has been assigned a username and password to access and use the Website.
- (d) "User Information" shall mean any information provided by any user of the Website including name, age, sex, address or other such personally identifiable information or any professional qualifications.
- (e) "Website" shall mean www.weballigator.com and any replacements or successors thereto.
- (f) "Terms of Use" shall mean the terms of use contained in the Website which apply to any user of the Website.

2. LICENSE GRANT, USER ACCESS AND PERMITTED USES

- (a) In consideration of the subscription fee being paid by the Subscriber, the Subscriber is granted a limited, revocable, non-exclusive and non-transferable license to access and use the Website and its functionalities as more fully detailed in Annexure A.
- (b) Every Subscriber User will be provided with a user name and password. The Subscriber shall be solely responsible for ensuring the confidentiality of its account details, and any other user names and passwords created by the Subscriber will be at their risk and shall ensure that all such usernames and passwords are kept confidential and will be used only by individual users authorized by the Subscriber. The Subscriber undertakes to immediately notify and indemnify the Company of any misuse or loss of usernames or passwords or any unauthorized use of the Subscriber's account.

3. PROHIBITED USES

The following general restrictions shall apply to the access and use of the Website:

- (a) The Subscriber shall not:

- (i) copy, re-sell, sub-license, distribute, transfer, assign or otherwise make available the content of, and its access to, the Website to any third party;
 - (ii) create any link or hyper- links to or on the Website unless as expressly authorized by the Company;
 - (iii) copy any features, user interfaces, functions, graphics or reverse engineer the Website in any manner;
 - (iv) share one username with more than one Subscriber User at any given point in time, provided, that such username may re-assigned to another Subscriber User after due notification to the Company;
 - (v) post anything on the Website which is illegal, threatening, abusive, obscene, derogatory (in any form), defamatory or libelous, discriminatory based on caste, racially or ethnically objectionable or contains pornography;
 - (vi) use the Job Portal functionality of the Website to advertise anything other than genuine employment opportunities;
 - (vii) post anything which it does not have the rights to post or infringes on any third parties Intellectual Property Rights;
 - (viii) post any content advertising any content of a competitor of the Company or which links to a competitor 's website;
 - (ix) use the Website to solicit business or to send any unsolicited emails, make any unsolicited phone calls;
 - (x) monitor the availability of the Website, or in any manner assess or measure its performance or functionality, or do any other benchmarking for competitive purposes.
- (b) The following general restrictions shall apply to any employment opportunities/ job postings by the Subscriber on the Website:

The Subscriber shall:

- (i) access the Job Portal and Recruitment Management functionalities of the Website only for recruitment purposes in India, i.e., viewing the resumes that have been posted by various users of the Website, uploading job opportunities in India or contacting prospective employees;
- (ii) ensure that all employment opportunities and job postings are in relation to postings and opportunities in the Republic of India only;
- (iii) not use any logos, names or other trademarks or trade names other than those of the Subscriber or those which the Subscriber is authorised to use;
- (iv) not require the payment of any fees or commissions for the purposes of applying for any of the employment opportunities that are in contravention to the Republic of India labour, overseas Indian or other laws as applicable;
- (v) not post or advertise any false, incorrect or misleading jobs;
- (vi) not advertise for any employment opportunities which target people who are under the age of 18 years;

- (vii) ensure that it abides with all applicable laws and recruitment practices including all applicable labour laws;
 - (viii) not have any screening or policies for employment opportunities which are illegal or against public policy;
 - (ix) not advertise any jobs which discriminate on gender, religion, caste, ethnicity or any other parameters.
- (c) The Subscriber acknowledges and agrees that the Company may at any time terminate any access or remove any posting which the Company in its sole discretion deems to be against the policies of the Company and the Website. Provided that all usage data and information of the Subscriber may be retained by the Company at its sole discretion.
- (d) The Subscriber agrees that its obligations under this Agreement are also binding on the Subscriber User. The Subscriber shall be responsible and liable for ensuring a Subscriber User's compliance with the Agreement. Subscriber shall be responsible and liable for all of the Subscriber User's acts or omissions. Without prejudice to anything contained herein, the Company may, if required to protect its interest under this Agreement or its Intellectual Property Rights, enforce the terms of this Agreement against the Subscriber and Subscriber User either jointly or severally. Any obligations of the Company under this Agreement are to the Subscriber alone and the terms of this Agreement are not intended for the benefit for any third party including any Subscriber User.

4. PAYMENT

Annual Subscription For Domestic Client for All modules is Rs : 9999/= only .

The Subscriber shall pay the Company the subscription fees detailed in Annexure/or annexures as given at the end of this document. As this is a Subscription based product, the Subscriber agrees to adding Annexures detailing the different commercials as required. Adding of Annexures at any time, do not detract from this legal document, any proviso given hereto. The subscription fees are exclusive of taxes, all of which shall be borne by the Subscriber, unless specifically mentioned in the Annexures. All payments shall be made within 30 days of receipt of invoice. Any delays in payment will entitle the Company to charge interest at the rate of 0.5% per month on any outstanding amounts. The Subscriber acknowledges that the payments are not being made towards any recruitment activities.

There is no cancellation policy, as clients first use our product for a while, and pay us only after they are comfortable with it. This is clearly mentioned. If a client cancels before his subscription is over, his money is not refunded, but his data (if any) is given to him.

There is no refund, unless the client pays by mistake double. This is because of the trial period which allows a client to ensure that the access to the software is properly judged. **Double payment by a client by mistake will be refunded within 07 to 10 working days.**

5. INTELLECTUAL PROPERTY RIGHTS

- (a) All Intellectual Property Rights in the Website and the contents and functionalities vest solely with the Company or its third party licensors. Save for the limited license provided in this Agreement, the Subscriber is not granted any other right to use any of the Intellectual Property Rights of the Company.
- (b) The Subscriber represents and warrants that it has the rights to provide the contents and information it uploads on the Website.

6. CONFIDENTIALITY

- (a) The Subscriber undertakes that it will maintain the confidentiality of any information including any User Information that it has access to by virtue of use of the Website. The Subscriber undertakes to have appropriate technical and administrative measures in place to ensure that the contents of the Website including but not limited to the User Information is not misused, lost, altered or otherwise subject to any unauthorized use.
- (b) The Subscriber waives any right to assert any confidentiality requirements or Intellectual Property Rights on the job and other postings or content it may upload on the ERP and Job Portal functionality/ module of the Website. The Subscriber has read, understood and agreed to the Privacy Policy. To the extent required the Subscriber grants the Company all the required rights on a non-exclusive basis to display the Subscriber's name and logo on the Website.

7. REPRESENTATIONS AND WARRANTIES

- (a) The Subscriber represents and warrants that it shall post only such content on the Website (including advertisements and job postings) that it has the right and authority to post and such contents are genuine and accurate.
- (b) The Subscriber represents and warrants that it will not charge any recruitment fees or collect any monetary amounts in relation to its recruitment activities using the Website.
- (c) We don't do delivery. We are a subscription based cloud site offering access to using software like HR, CRM, etc online, hence there is no delivery and shipping timelines, however we enable the site for the client within 3 Hours after receiving the payment.

8. DISCLAIMERS

- (a) The Company does not make any representations as to the accuracy, veracity or completeness of the information on the Website. All content and access to the Website is provided on an "as-is" basis.
- (b) The Company does not in any manner represent or warrant that the Website will be available at all times or that it will operate error free or that there will be uninterrupted access and service.
- (c) The Company does not represent or warrant that it has screened User Information or verified the antecedents of the providers of the User Information or that it has verified any of the information provided on the Website. Any business and recruitment decision made by the Subscriber based on the information is made solely at the Subscriber's assessment and discretion and the Company does not assume any responsibility for such decisions.
- (d) The Company does not represent or warrant that that integrity of the information on the Website or information that Subscriber may upload will be maintained nor does it warrant that the Website or any content is free from viruses or other malware.
- (e) The Company does not represent or warrant that there will be any responses to the job postings of the Subscriber.
- (f) All employment terms between the Subscriber and any prospective employee shall be agreed directly between the parties and the Company assumes no responsibilities for any of these terms or any disputes between the Subscriber and such prospective employees.
- (g) Subject to applicable laws, the Company hereby disclaims all warranties, whether express or implied, in relation to the Website, its contents and services, including but not limited to warranties of merchantability or fitness for a particular purpose. Where applicable laws do not permit the disclaimer of warranties to the extent detailed above, the said warranties are disclaimed to the maximum limit permitted by applicable law.
- (h) All disputes are under the jurisdiction of the courts of Bangalore. Relevant documents have to be provided as per the legal requirements
- (i) The Company will maintain a log prove that service has been delivered to client in case of any disputes.

9. INDEMNITY

The Subscriber shall indemnify and hold the Company, its subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless, from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) the Subscriber's breach of any of the terms of this Agreement or the Subscriber's use of the Website; (ii) any third party claims for a breach of their Intellectual Property Rights occasioned by any content uploaded by or in behalf of the Subscriber or any acts of the Subscriber; (iii) any third party claims for employment, or any dispute between the Subscriber and any employees or prospective employees; (iv) any third party claims arising from any SMS's sent or advertisements posted by the Subscriber.

10. LIMITATION OF LIABILITY

(a) The aggregate liability of the Company to the Subscriber, whether in contract, tort, negligence or otherwise, howsoever arising out of or in connection with this Agreement or otherwise in connection with the Subscriber's use of the Website, shall not exceed the annual subscription amounts paid by the Subscriber to the Company in the year that the claim first arose .

(b) In no event shall the Company be liable for any loss of profits (anticipated or real), loss of business, loss of data, loss of reputation, loss of goodwill, loss of employment, any business interruption or any indirect, special, incidental, consequential, punitive, tort or other damages, however caused, whether or not the it has been advised of the possibility of such damages.

11. TERM AND TERMINATION

(a) This Agreement shall be in full force and effect from the Effective Date of signing to 12 months after the validity of the agreement expires. The Validity is determined as long as there is a subscription from the Subscriber as given in any Annexures to the agreement. If any Annexure is added during or after this date, the validit of this agreement will continue for another 12 months from the date of expiry of the last commercial given in the Annexure/s

(b) The Company may terminate this Agreement for any reason by providing 30 days prior notice, provided that, in the event that the Company is of the opinion that the Subscriber has breached any terms of this Agreement or the Terms of Use, it can at its sole discretion either suspend access to the Website or terminate the Agreement immediately without notice.

(c) The Subscriber may terminate this Agreement for convenience with 30 days notice to the Company. The Subscriber waives any right to claim refunds of any subscriptions paid.

- (d) On the termination of the Agreement, the Subscriber may seek the removal of its information from the Website. The Company shall remove such information within 60 days of termination. Provided however, all usage data and information of the Subscriber may be retained by the Company.

12. GENERAL PROVISIONS

- (a) Terms of Use: the Terms of Use shall form a part of this Agreement and shall bind the Subscriber in the use of the Website. The Terms of Use shall be in addition to the terms of this Agreement. In the event of any conflict between the Agreement and the Terms of Use, the terms of this Agreement shall prevail.
- (b) Entire Agreement/Amendment/Waiver. This Agreement represents the entire understanding and agreement of the parties regarding the subject matter of this Agreement and supersedes all prior agreements and understandings relating to the subject matter of this Agreement. This Agreement may not be modified or amended, except by a written document duly executed by both parties, provided that the Terms of Use may be amended as detailed in the Terms of Use. No waiver of any provision of this Agreement shall be binding unless executed in writing by the party making the waiver. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision and no waiver shall constitute a continuing waiver.

Payment and membership is for registered clients. Terms and Conditions are given when they register

if client have any technical issue than merchant will resolve the issue by giving contact number and Email

- (c) Independent Contractors: the parties agree that they are contracting on non-exclusive, principal to principal basis and no joint venture, partnership, employment, or agency relationship exists between Company and the Subscriber as a result of this Agreement.
- (d) Assignment: Neither party may assign or otherwise transfer this Agreement except with the prior written consent of the other party. Provided however, that the Company may assign this Agreement to any purchaser or successor of its business.
- (e) Force Majeure: The Company shall not have any liability or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which result from circumstances beyond its control.
- (f) Severability. If any provision of this Agreement is determined to be invalid or unenforceable, it will not affect the validity or enforceability of the other provisions of this Agreement, which shall remain in full force and effect.
- (g) Choice of Law. This Agreement will be governed by and construed under the laws of the Republic of India with the parties agreeing to the sole and exclusive jurisdiction of competent courts at Bangalore.