

SMOTO Terms of Use

Confidential Document, Approved and operational Ver: 001- ToU -5-26- 2026-27

Website, Platform, Content & Digital Services

These Terms of Use govern access to and use of SMOTO's website, digital content, forms, reports, communication channels, community access, webinars, resources, and related services offered by SmoveConsulting. By using SMOTO's digital properties or services, the user agrees to these terms.

1. About SMOTO

SMOTO is a **Workplace Fitment & Career Intelligence Platform** by SmoveConsulting. It provides workplace-fitment advisory, career intelligence reports, subscription-based engagement, employer-side workplace insights, and related digital or advisory services.

SMOTO is designed to help professionals and organizations make more informed workplace-related decisions through structured fitment intelligence.

2. Use of Website and Services

Users may access SMOTO's website, forms, resources, content, reports, communication channels, webinars, and community features only for lawful and legitimate purposes.

Users agree not to:

- misuse the website or digital services,
- copy, imitate, or reverse-engineer SMOTO's methodology,
- attempt unauthorized access to systems or data,
- submit false, misleading, or impersonated information,
- use SMOTO content for commercial replication,
- interfere with website security or functionality.

3. Advisory Nature of Content

All website content, reports, resources, webinars, articles, insights, and advisory material provided by SMOTO are intended for informational and decision-support purposes.

SMOTO does not provide employment guarantees, job placement guarantees, promotion guarantees, employer action guarantees, or assured workplace outcomes.

Any workplace, career, employment, or organizational decision taken by the user remains the user's independent decision.

SmoveConsulting

UDYAM-KL-12-0012193, GSTIN: 32AOEPP4941B1ZC

Thanal, 2nd Floor, KRA 72A, Trivandrum 695573, Kerala Website: www.smoveconsulting.com, Email: ramachandran@SmoveConsulting.com, Tel (IND) +91 9744991221

4. Subscriber-Specific Services

Paid SMOTO subscribers will be governed by a separate **SMOTO User Agreement**, which defines:

- subscription scope,
- report entitlement,
- profiling requirements,
- payment terms,
- advisory disclaimer,
- Fitment Integrity Assurance,
- refund review process,
- data consent,
- report usage restrictions.

In case of conflict between these Terms of Use and the User Agreement for paid subscribers, the User Agreement will prevail for subscription-specific matters.

5. Intellectual Property

All SMOTO content, frameworks, report formats, assessment logic, advisory structure, page content, visuals, names, marks, methodologies, and digital materials are the intellectual property of SmoveConsulting or its licensors.

Users shall not copy, reproduce, publish, distribute, modify, sell, train systems on, reverse-engineer, or commercially exploit SMOTO's content, reports, frameworks, or methodology without written permission.

6. User-Submitted Information

Users may submit information through enquiry forms, BCI forms, subscription forms, emails, WhatsApp, calls, or other communication channels.

Users are responsible for ensuring that the information submitted is accurate, lawful, complete, and not misleading.

SMOTO may rely on user-submitted information for communication, service evaluation, profiling, advisory preparation, and service delivery.

7. Privacy and Data Protection

SMOTO collects and processes user data as described in its **Data Security & Privacy Policy**.

By using SMOTO's website, forms, or services, users acknowledge that their data may be collected, stored, processed, and used for legitimate service-related purposes, subject to applicable privacy laws and SMOTO's policy.

8. Third-Party Links and Platforms

The SMOTO website or communications may include links to third-party platforms, payment gateways, video platforms, social media pages, webinar tools, or external resources.

SMOTO is not responsible for the content, availability, data practices, terms, security, or actions of third-party platforms.

Users should review the terms and privacy practices of such third-party platforms separately.

9. Payments and Refunds

Payment terms for SMOTO subscriptions or services will be communicated before service activation.

Refund or corrective support, where applicable, will be governed by the **SMOTO User Agreement** and **Fitment Integrity Assurance** terms.

General enquiries or unpaid website usage do not create any refund entitlement.

10. Community, Webinars and Resources

Where SMOTO provides access to online communities, webinars, expert sessions, role alerts, newsletters, or resources, users agree to maintain respectful, lawful, and professional conduct.

SMOTO reserves the right to restrict or remove access for users who misuse community access, violate confidentiality, share inappropriate content, or disrupt professional engagement.

11. Limitation of Liability

SMOTO and SmoveConsulting shall not be liable for any indirect, incidental, consequential, professional, emotional, financial, employment-related, reputational, or opportunity-related losses arising from the use of website content, reports, digital resources, advisory inputs, or independent user decisions.

For paid subscribers, any liability shall be limited to the amount paid for the relevant subscription or service, subject to the User Agreement.

12. Availability and Changes

SMOTO may update, modify, suspend, or discontinue any part of the website, content, services, resources, plans, pricing, or platform features at its discretion.

SMOTO may also update these Terms of Use from time to time. Continued use of the website or services after updates will be treated as acceptance of the revised terms.

SmoveConsulting

UDYAM-KL-12-0012193, GSTIN: 32AOEPP4941B1ZC

Thanal, 2nd Floor, KRA 72A, Trivandrum 695573, Kerala Website: www.smoveconsulting.com, Email: ramachandran@SmoveConsulting.com, Tel (IND) +91 9744991221

13. Prohibited Use

Users shall not use SMOTO's website, forms, content, or services for:

- unlawful activity,
- impersonation,
- data scraping,
- copying proprietary frameworks,
- competitive intelligence extraction,
- harassment or abuse,
- uploading harmful code,
- misrepresenting identity,
- violating third-party rights.

14. Grievance and Contact

For questions, concerns, complaints, or grievance redressal relating to website usage, data, content, or services, users may contact:

SmoveConsulting / SMOTO Support
Email: support@smoveconsulting.com

15. Governing Law and Jurisdiction

These Terms of Use shall be governed by the laws of India.

Any dispute shall be subject to the jurisdiction of competent courts in Kerala, India, unless otherwise agreed in writing.

End of Terms of Use