



You are requested to understand all the terms and conditions mentioned in this agreement prior to signing up for Jeevitam Jobs. You need to give your acceptance at the end of the document by understanding, acknowledging and submitting your consent.

JEEVITAM USER AGREEMENT

Jeevitam General Terms of Service

The following terms and conditions apply to all Job Seekers, Employers, Publishers and other users who access or use the Platform/Site, or otherwise indicate their acceptance to this Agreement.

INTRODUCTION

Jeevitam is run by VSS Tech Solution Pvt Ltd, a company incorporated under the Companies Act, 1956, and having its registered office at 20, National Park, 1 st Floor, Lajpat Nagar-IV, New Delhi – 110024.

This Jeevitam Services Agreement, including its exhibits, governs any ordering document executed by the customer identified in that ordering document (“**Client**”) and the Jeevitam company identified in that ordering document (“**Jeevitam**”). This Service Agreement, the applicable ordering document, and any other incorporated terms, comprise the complete understanding between the parties on the subject matter (“**Service Agreement**”).

1. ORDERING SERVICES

1.1 Client may access, subscribe and use recruitment related plans and services offered via Jeevitam’s platform to the extent and for the term stated in the ordering document.

- a) Jeevitam Jobs Platform can be used only for recruitment and related purposes.
- b) Jeevitam may make available certain Job Listings and other recruitment-related contents, including links to third-party websites, through Jeevitam’s TurboHire® Algorithm, search results or otherwise through the platform
- c) Client will not ask candidates for money in any form to help him find or provide Jobs.
- d) Client must provide correct KYC details for uninterrupted services.
- e) Jeevitam Jobs does not guarantee the number of final hiring closures.
- f) Jeevitam Jobs does not provide any guarantee of clicks/impressions/matches for the jobs posted.
- g) Any Job ad posted shall abide by Jeevitam Jobs posting rules.
- h) Client may access and use the subscription and advertising services offered via Jeevitam platform to the extent and for the term stated in the ordering document.



- i) This subscription is neither re-saleable nor transferable by the subscriber to any other person, corporate body, firm or individual. Usage from third party premises/networks without prior written permission of Jeevitam is not permitted.
- j) Change requirements will be addressed post facto and an additional fee might be applicable.
- k) Jeevitam has the right to use the Client's name, logo, and other details as provided, for online promotion and lead generation. Any concern with respect to this has to be brought to Jeevitam's attention in writing and will be addressed within 30 days.
- l) Jeevitam's obligations to the Client under these Terms shall come into effect after the Client makes all payments due to Jeevitam under the subscription scheme it may choose.
- m) These Terms will override any letter or correspondence exchanged between the parties on the subject matter hereof.
- n) These Terms shall be valid and effective from the effective date and will continue to be in force till the time any of the party terminates the agreement by way of a written request.
- o) The subscription to services may be renewed by the Client by a written request of renewal accompanied by the requisite fees as may be stipulated by Jeevitam.
- p) Jeevitam may refuse to renew any subscription at its sole discretion. No renewal shall be effective unless the fees and charges determined in the manner provided for in these Terms is remitted by the Client.

1.2 Payment and Taxes.

Fee details and all applicable charges for the services subscribed will be shared on an ongoing basis. This includes related terms and conditions like replacements, billing cycle, payment terms, etc. as published from time to time and as shared via emails or other forms.

Client will pay the fees for the Services in accordance with the payment terms stated in the ordering document. Client's purchases are non-cancelable and payment for Services is non-refundable, except as otherwise stated in this service agreement. Client will pay or reimburse Jeevitam for all federal, state, and local taxes, including sales, use, gross receipts, VAT, levy, GST, or similar transaction taxes and charges now in force or enacted in future that are imposed on any amount paid/payable to Jeevitam by the Client or arising out of Client's relationship with Jeevitam, and Client hereby agrees that they shall pay the said taxes and charges promptly without raising any objections. This is applicable on all taxes and charges imposed on Client's purchase of Services, unless Client provides Jeevitam with a valid tax exemption certificate. All taxes payable by Client will be separately stated and exclusive of the fees.

Advertiser should provide GST registration number at the time of making the payment/ signing the order form. Jeevitam will not be responsible for client tax benefit in case, GSTIN is not provided.



2. RESPONSIBILITIES

2.1 Use of Services.

Jeevitam shall provide Client access to the Services in accordance with the Agreement. Client will use the Services solely for its intended purpose, and as outlined in Jeevitam's service-specific terms www.jeevitam.com. Unless otherwise stated in the Agreement, only Client- designated employees and contractors are authorized to use the Services and must be a Member when accessing Services through Jeevitam.com. A Member is an individual who signs-up to use Jeevitam's services under Jeevitam's user agreement, currently available at www.Jeevitam.com, as amended by Jeevitam from time to time ("**User Agreement**"). The terms of the User Agreement are incorporated into this SERVICE AGREEMENT. Client will ensure that Client Users comply with the User Agreement when using the Service within the scope of their employment. Client may only use the Services for Client's internal use. Client will not provide access to the Services to any third party, except that Client may allow its Affiliates to access and use the Services if Client is fully liable for its Affiliates' use of the Services and compliance with the Agreement. Client will promptly and without undue delay notify Jeevitam upon learning of any unauthorized use of the Services or any other breach of security related to the Services. Client may use information about Members that it collects in connection with its use of the Services only as needed for use of the Services and as expressly permitted in this SERVICE AGREEMENT. Jeevitam may communicate to Client Users about the Services, including how to use the Services.

2.2 Provision of Services.

Client is responsible for providing Jeevitam with the information necessary for Jeevitam to provide the Services. Client is solely responsible for the accuracy, quality and legality of such information. If a Service must integrate with third-party systems or applications used by Client (e.g. an applicant tracking system, "**ATS**" or a client relationship management system, "**CRM**"), Client is solely responsible for the integration and related activities. Jeevitam disclaims any and all liability for the use of third-party systems or applications residing outside Jeevitam's systems.

2.3 Data Protection.

If Jeevitam processes Personal Data on behalf of Client pursuant to this Agreement, then Jeevitam and Client will comply with the terms of the Jeevitam Data Processing Agreement, currently available at www.jeevitam.com, the terms of which are incorporated into this SERVICE AGREEMENT.

3. CONFIDENTIAL INFORMATION

3.1 Definition. "Confidential Information".

"Confidential Information" means any information disclosed under the Agreement that (a) if tangible, is clearly marked as "Confidential" or with a similar designation; (b) if intangible, is identified as "Confidential" by discloser at the time of disclosure and confirmed in writing to recipient as being Confidential Information; or (c) from the relevant circumstances should reasonably be known by recipient to be confidential (e.g. pricing, non-public Personal Data, etc.). Confidential Information does not include any portion of the information that recipient can prove (a) was rightfully known to recipient before receipt from discloser; (b) was generally known to the public on the Effective Date; (c) becomes generally known to the public after the Effective Date, through no fault of recipient; (d) was received by recipient from a



third party without any confidentiality obligation; or (e) was independently developed by recipient without breach of this Section 3.

3.2 Limited Use and Non-Disclosure.

Recipient will (a) use Confidential Information only for the purposes of furthering the business relationship between the parties; (b) protect Confidential Information using the same degree of care it uses to protect its own confidential information of a like nature, but in no event less than a reasonable degree of care; (c) not disclose Confidential Information to any third party except (1) to Affiliates or employees, students, consultants, and agents who (i) have a need to know it in order to carry out their obligations under the Agreement, and (ii) are under written confidentiality and non-use obligations at least as restrictive as those stated in this SERVICE AGREEMENT or (2) as required by law; and (d) not modify, reverse engineer, decompile, create other works from, or disassemble any Confidential Information, to the extent applicable, unless authorized in writing by discloser.

4. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP

No right, title or interest in any intellectual property right transfers to the other party, except for the limited rights stated in the Agreement. Client is not obligated to provide Jeevitam or its Affiliates with any suggestions, enhancement requests, or other feedback about the Services or related technology. However, if Client does provide any feedback to Jeevitam, Jeevitam may use and modify it without any restriction or payment.

5. TERM AND TERMINATION

5.1 Term.

This Service Agreement is effective on the date the first ordering document is executed by Client and Jeevitam (“**Effective Date**”) and remains in effect until terminated.

5.2 Termination and Suspension.

Either party may terminate this SERVICE AGREEMENT or an ordering document if the other party materially breaches the Agreement and fails to cure the breach within 30 days after receiving notice of the breach. Jeevitam may suspend Client’s access to the Services if Client is in breach of the Agreement and the suspension will continue for as long as reasonably necessary for Client to remedy the breach. If all ordering documents under this SERVICE AGREEMENT have expired or been terminated, then either party may terminate this SERVICE AGREEMENT for convenience by providing written notice to the other party.

5.3 Effect of Termination.

Termination of this SERVICE AGREEMENT or an ordering document will not relieve Client from its obligation to pay Jeevitam any fees stated in an ordering document, excluding termination by Client for Jeevitam’s uncured material breach of this SERVICE AGREEMENT. If Client terminates this SERVICE AGREEMENT or an ordering document because of Jeevitam’s uncured material breach, Jeevitam will refund a pro-rata share of any pre-paid fees under the applicable ordering document. Client will notify Client Users that their access to the applicable Services has terminated and Jeevitam may remove or



discard all content that Client uploaded or otherwise made available to Jeevitam in accordance with Jeevitam's DPA and policies. Termination of an ordering document does not terminate this SERVICE AGREEMENT; however, termination of this SERVICE AGREEMENT will result in the immediate termination of all ordering documents. The provisions of this SERVICE AGREEMENT that by their nature extend beyond the termination of this SERVICE AGREEMENT will survive termination.

6. NO GUARANTEE OF BUSINESS; DISCLAIMER

Jeevitam does not guarantee business from the leads generated, screened or short-listed by its platform. Jeevitam shall not be responsible or liable at all to the Client if no business or business leads are generated for the Client through the services. Client understands that Jeevitam's only obligation is to place the Job Postings details on its platform in the manner provided for in these Terms. Accuracy of the information/content provided is the Client's responsibility and Jeevitam will not be held responsible for false claims made by the Client.

Jeevitam makes no representation or warranty about the Services, including any representation that the Services will be uninterrupted or error-free. To the fullest extent permitted under applicable law, Jeevitam disclaims any implied or statutory warranty, including any implied warranty of title, non-infringement, merchantability or fitness for a particular purpose.

7. INDEMNIFICATION

7.1 Client shall indemnify and hold harmless Jeevitam, its affiliates, directors, officers, agents and employees from any claim, loss, or damage including attorneys' fees asserted, claimed or awarded by/to any third party including any User due to or arising out of or in relation to

- any action or inaction of Client its employees or agents,
- the content of any Job Posting(s) being unlawful, in relation to any of its Jobs and/or
- the violation of any breach of these Terms by the Client including the violation of any one or more Client Obligations or any representation / warranty made by the Client being inaccurate.
- the Services' infringement of a third party's intellectual property right; or Jeevitam's material breach of the Agreement. Client will defend and indemnify Jeevitam, its Affiliates, and their respective directors, officers and employees from and against all third party claims to the extent resulting from or alleged to have resulted from the infringement of a third party's intellectual property right by any content, data or other information uploaded into Jeevitam's system or otherwise provided by Client; or Client's material breach of the Agreement.

7.2 Indemnification Procedures.

Each party will promptly notify the other in writing of any third party claim. The indemnifying party will (a) control the defense of the claim; and (b) obtain the other party's prior written approval of the indemnifying party's settlement or compromise of a claim. The indemnified party will not unreasonably withhold or delay its approval of the request for settlement or compromise; and assist and cooperate in the defense as reasonably requested by the indemnifying party at the indemnifying party's expense.



8. LIMITATION OF LIABILITY

8.1 Damages Waiver.

Subject to Section 8.3, to the fullest extent permitted by law, neither party, including its respective Affiliates, will be liable to the other in connection with the Agreement for lost profits or lost business opportunities, loss of data, or any indirect, incidental, consequential, special or punitive damages.

8.2 Liability Cap.

Subject to Section 8.3, neither party, including its respective Affiliates, will be liable to the other in connection with the Agreement for an amount that exceeds the total fees paid or payable to Jeevitam during the 12-month period before the event giving rise to the liability.

8.3 Exclusions.

The limitations of liability stated in sections 8.1 and 8.2 do not apply to a party's (a) confidentiality or indemnification obligations; (b) liability for fraud, gross negligence or intentional misconduct; (c) liability for death or personal injury; (d) violation of the other party's intellectual property rights; or (e) liability for a Personal Data Breach caused by Jeevitam's negligent acts or omissions.

9. DISPUTE RESOLUTION

All disputes arising out of the transactions between a user and Jeevitam will be resolved in accordance with the laws of India as applicable and will be subject to the jurisdiction of Courts situated in Delhi alone.

Arbitration: All disputes, differences and/or claims arising out of these Terms shall be settled by Arbitration in accordance with the provisions of Arbitration and Conciliation Act, 1996. The Dispute shall be referred to the Sole Arbitrator who shall be appointed by the Authorized person / Director of Jeevitam. The Client shall not challenge the nomination of Arbitrator or his award on the ground that the nomination is made by Authorised person / Director of Jeevitam. The Arbitration proceedings shall be held at Delhi and the arbitration shall be conducted in English Language. The award of the Arbitration shall be final and binding on the Client and Jeevitam.

10. MISCELLANEOUS

If a conflict exists between any of the terms in the Agreement, then the ordering document will govern, followed by the DPA, this SERVICE AGREEMENT, the Service Terms, and finally the User Agreement. Neither party relies on any undertaking, promise, assurance, statement, representation, warranty or understanding of any person relating to the subject matter of the Agreement, other than as stated in the Agreement.



NOTICES: Notices shall be sent by email to the email address notified by Jeevitam/ Client from time to time and shall be followed by notice by registered post / reputed courier to the address of the other party stated on the ordering document, unless otherwise stated in the Agreement. Notices are effective on the date of delivery as indicated in the records of the courier.

The Agreement does not create a partnership, agency relationship, or joint venture between the parties. Neither party has the power or authority to bind the other or to create any obligation or responsibility on behalf of the other.

Under no circumstances will any employee of one party be deemed to be the employee of the other. Neither party will assign the Agreement in whole or in part without the other party's prior written consent (which consent will not be unreasonably denied, delayed or conditioned), except to an Affiliate or a successor that is not a competitor of the non-assigning party, made in connection with a merger or sale of all or substantially all of a party's assets or stock. Any attempted assignment in violation of this restriction is void. The Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns. Client will provide Jeevitam written notification if Client is purchasing Services through a Jeevitam approved agency. If Client is an agency binding a client under this SERVICE AGREEMENT, Client (a) represents and warrants that it has the authority to bind the client under this SERVICE AGREEMENT; (b) will notify Jeevitam in writing of the name and address of its client that will access and use the Services; and (c) remains jointly and severally liable for all of Client's obligations under the Agreement. If the Agreement is translated into a language other than English, the translation is for convenience only, and the English language version will govern. Jeevitam may remotely monitor Client's use of the Services to ensure compliance with the Agreement. If any provision of the Agreement is unenforceable, that provision will be modified to render it enforceable to the extent possible to give effect to the parties' intentions and the remaining provisions will not be affected. The parties may amend the Agreement only in a written amendment signed by both parties, except for the User Agreement and Service Terms, which may be modified in accordance with their terms. If this SERVICE AGREEMENT will be executed then it can be executed electronically and in counterparts, each of which is deemed to be an original and together comprise a single document. Each party represents and warrants that the individual binding a party under this SERVICE AGREEMENT is authorized to do so.

You authorise Jeevitam and its business associates, partners and/or affiliates to call, sms, notify or email me in connection with your response, or for offering other products and services, and you agree to the privacy policy and terms of use Jeevitam reserves the right to terminate services, without prior notice, to the originator of Spam/KYC discrepancy/Non Recruitment activity/Charging or asking money in any form from Candidates. No refund shall be admissible under such circumstances.

11. GENERAL

Jeevitam's opinion on all issues pertaining to the interpretation of these Terms shall be final and binding on Client (b) These Terms and the relationship between Jeevitam and Client is governed by the laws of India and, subject to the arbitration agreement below, the courts in Delhi shall have exclusive jurisdiction to determine all matters and disputes which may arise in relation to these Terms or any Classified(s). (c) Client agrees that no joint venture, partnership, employment, or agency exists between Client and Jeevitam. (d) Jeevitam is subject to existing laws and legal process, and nothing contained in these Terms



is in derogation of Jeevitam's right and obligation to comply with the Law or governmental / court orders, and requests of enforcement agencies. (e) If any part of these Terms are held to be invalid or unenforceable, then the invalid or unenforceable provision will be deemed superseded by a valid enforceable provision that most closely matches the intent of the original provision, and whether or not such supersession is possible, the remainder of these Terms shall continue in effect. (f) Client may not assign these Terms or any rights or obligations against/to Jeevitam without Jeevitam 's prior written consent. Jeevitam reserves the right to assign these Terms or any right or obligation against/to Client. Upon such assignment by Jeevitam, the assignee shall be bound by these Terms in the same manner as Jeevitam and Jeevitam shall cease to have any liability to Client. (f) Jeevitam shall not be responsible for any delay or deficiency due to any force majeure events such natural disasters acts of terrorism, civil labour strike, labour and transportation strikes. (g) Nothing in these Terms obliges Jeevitam to provide any credit to Client.

Jeevitam may make available certain Job Listings and other job-related contents, including links to third-party websites, through Jeevitam's TurboHire® Algorithm, search results or otherwise through the Platform. Job Listings are created and provided by third parties over whom Jeevitam exercises no control. Some of these third parties may attempt to charge job seekers a fee to apply to a particular job, although Jeevitam endeavors not to make such Job Listings available on the Platform. Jeevitam's service, which is free to Job Seekers, links to Job Listings and has no control over any conditions third parties might impose once a Job Seeker has submitted an application or left the Jeevitam platform. If you leave the Jeevitam platform and choose to enter a third-party website, you accept any terms and conditions imposed by that third-party. Except for certain sponsored, featured or paid placements, the Job Listings contained on, or linked from, the Site are indexed or posted in an automated manner. **Jeevitam does not have any obligation to screen any Job Listings, or to include any Job Listing in its search results or other listings, and may exclude or remove any Job Listing from the Platform for any or no reason.** We cannot confirm the accuracy or completeness of any Job Listing or other information submitted by any employer or other user, including the identity of such employer or other user. Jeevitam assumes no responsibility, and disclaims all liability, for the content, accuracy, completeness, legality, reliability, or availability of any Job Listings. You agree that Jeevitam may use its proprietary TurboHire® Algorithm to screen and narrow down Job Listings search results by job type (i.e. full-time, part-time, etc.), and such job types are created independently and entirely by Jeevitam, and are not a direct reflection of the actual Job Listings. Jeevitam may in some circumstances be compensated by employers who post Job Listings, helping keep Jeevitam free for jobseekers. Jeevitam ranks Job Listings based on a combination of employer bids and relevance, such as search terms and other activity on Jeevitam.

1(a) Notice to Users Applying to Jobs Through Jeevitam:

If you are a Job Seeker, any Profile or application information that you submit through the Platform, SMS, response to Voice Drop, Whatsapp, etc including Personal Data included in a Profile or application, is subject to this Agreement (including Section 4 below) and to Jeevitam's Privacy Policy. Without limiting the foregoing, however, please note that by creating a public Jeevitam Profile on the platform, you are requesting and authorizing Jeevitam to make available your Profile to any Employer that Jeevitam believes may have an interest in your Profile. By creating or uploading an Jeevitam Profile, Jeevitam may contact you to share Job Listings with you that match the contents of your Jeevitam Profile. You acknowledge and agree that employers may request that Jeevitam assemble your application materials, Profile, answers to screener questions, assessment responses and other information you provide to Jeevitam into one document, and you agree that Jeevitam assembles these application materials on your behalf. When you apply for a job on Jeevitam you agree to Jeevitam's performance of automated



processing in relation to your application, such processing is an essential part of this Agreement. In addition, when you indicate your interest in a Job Listing through Jeevitam, responding to voice-drop/sms or by contacting during a hiring event, you are requesting and authorizing Jeevitam to reformat the job so that you may read it more clearly in your phone, you are sending your Profile and application information to Jeevitam, and you are requesting and authorizing Jeevitam to make available such application information to the applicable Employer(s) for such Job Listing(s). When you ask Jeevitam to transmit an application or a message, including, but not limited to, a signed offer letter, to an Employer via Jeevitam platform, you understand that this is without warranty, and that Jeevitam reserves the right to reformat such application or message. Jeevitam may also insert functionality into messages relating to your application allowing you to place calls directly to third parties. Please note this functionality is provided solely as a courtesy and that such calls are not placed through or tracked by Jeevitam. Your standard calling rates with your phone provider will apply. Jeevitam also does not guarantee that any Employer will receive, be notified about, access, read or respond to any such Profile or application material, or that there will be no mistakes in the transmission or storage of the data. However, Jeevitam may alert you when any of the above events occur.

By sharing your details on Jeevitam platform, you are also authorizing Jeevitam to send you emails, SMSs, Whatsapp Messages or Voice-drop calls as part of its services to you. This is also applicable to all candidates registered on NDNC registry, These communications may include, but not be limited to, updating your profile information, matching skills with the job requirement, screening purposes and interview related information and reminders, tips on improving your Profile or how to use your Profile effectively in the job application process, commonly asked interview questions, next steps after you have submitted an application, and how to prepare for a new job after you have been hired.

Jeevitam may offer you the opportunity to receive a text message interview reminder from Jeevitam when the Employer has scheduled interviews with you. In such an event you will enter your phone number on the Jeevitam consent form and by entering your phone number you are representing and confirming it is your number and you have the right to accept text messages at the number. Jeevitam will only send you a text message reminder for such interview and you agree to accept such text message reminder on your cell phone including messages sent by voice-drop or automated telephone dialing system. Please note that since these text message services depend on the functionality of third-party providers, there may be technical delays on the part of those providers. We also cannot vouch for the technical capabilities of any third parties to receive such text messages. In addition, by using Jeevitam, you agree that Jeevitam is not responsible for the content of the Employer's Job Listings, application form, messages, screener questions, testing assessments or their format or method of delivery and that Jeevitam does not guarantee receipt of your application by the Employer, or your receipt of messages from the Employer. Please note that Jeevitam does not choose the questions asked by Employers or decide the job qualification criteria of Employers. Jeevitam is not responsible for the content or accessibility of Job Listings or other material provided by third-party Employers for publication. **If you require alternative methods of screening or application you must approach the Employer directly to request such as Jeevitam is not responsible for the Employer application process.**

Additionally, you consent to your application and any responses sent to you by the Employer (including offer letters) through Jeevitam being processed and analyzed by Jeevitam according to this Agreement and Jeevitam's Privacy Policy. Jeevitam shall store such information regardless of whether a job vacancy has been filled. Jeevitam may use your application materials (including public Profiles and responses to screener questions) to determine whether you may be interested in a Job Listing, and Jeevitam may reach out to you about such Job Listing. **Jeevitam does not guarantee the identity of an Employer or any individuals working for any Employers, and cautions Job Seekers when applying to jobs. Jeevitam**



does not guarantee the validity of a job offer and cautions Job Seekers to verify the validity of a job offer before taking an adverse action regarding their current employment situations. Job Seekers are solely responsible for verifying the accuracy of any Employer or job offer.

1(b) If you are an Employer, when you create an Jeevitam account, a Career Page or post a Job on the Platform/Dashboard/Site, you agree that this Agreement and all of Jeevitam's policies, including the Jeevitam Privacy Policy and Cookie Policy, apply to you and to the Job Seekers indicating an interest in such Job. When you subscribe to and use Jeevitam candidate management tools, including but not limited to your Employer Dashboard, you acknowledge and agree that Jeevitam may make available certain functions allowing you to take actions regarding the Job Seeker, such as tools for setting up an interview, viewing a Profile and rejecting a candidate. You agree that by using such candidate management tools, you are instructing Jeevitam to assemble the candidate's application materials, Profile, answers to screener questions, assessment responses and other information you provide to Jeevitam into one document. Jeevitam has no ability to verify the contact information provided by You. In the event you provide incorrect contact information, it shall be your responsibility to correct, appropriately respond, or take any steps necessary to protect the privacy of such Job Seekers, and you indemnify Jeevitam for any damages resulting therefrom. In addition, Jeevitam may, on your behalf, send out reminder emails/SMSs/Voice Calls to Job Seekers you wish to interview. Jeevitam may also send emails to Job Seekers on your behalf indicating that your Job Listing is potentially a match for the Job Seeker's Profile. Jeevitam is not responsible for the content of your emails, application form, screener questions or their format, and disclaims all liability for such content, including as to whether such content is legal. Jeevitam further does not guarantee delivery, your receipt of the Job Seeker's emails or application materials, or that there will be no mistakes in the transmission or storage of the data. In the event a message being sent is intended for a closed account, these messages will not be deliverable.

Jeevitam does not verify the identity of any Job Seekers who apply to your job listing, nor does Jeevitam know a Job Seeker's motivation for applying to your job listing, and thus provides no guarantee as to the Job Seeker's qualifications or interest in your job listing. Jeevitam assumes no responsibility for the communications between you and the Job Seeker, which communications are yours' and the Job Seekers' sole responsibility. Jeevitam disclaims all warranties with regards to the transmission or storage of such responses and queries, does not guarantee their delivery or receipt, and does not guarantee the date or time at which they may be sent. When you respond to or contact a Job Seeker who has used Jeevitam Profile, you are providing information to Jeevitam and requesting and authorizing us to make available such information to the applicable Job Seeker. Additionally, you consent to Job Seekers' applications and any responses sent by you (including offer letters) through Jeevitam being processed and analyzed by Jeevitam according to this Agreement and Jeevitam's Privacy Policy. Jeevitam shall store such information regardless of whether a job vacancy has been filled. You are responsible for the contents of any Job Listings that you post, and any screening or messages that you send through Jeevitam or otherwise, including any questions for Job Seekers. You agree that Jeevitam may reject or remove any Job Listing, any part of any Career Page, or any questions for Job Seekers for any or no reason. You shall indemnify, defend and hold harmless Jeevitam, its agents, affiliates, and licensors from any third-party claim or liability (including without limitation reasonable legal fees) arising out of any Job Posting done by you, or any screener questions (or answers thereto) posted by you, or any message sent by you (including any questions for Job Seekers contained in any of the foregoing). Jeevitam may make Job Listing analytics data available on a Company Dashboard Page or elsewhere on the Platform, and may provide analytics data regarding your Employer account to anyone at your company at Jeevitam's discretion. To the extent permitted by law, if you have an unpaid or outstanding invoice or account balance for any Jeevitam product, Jeevitam reserves the right to suspend or terminate your use of that Jeevitam product as well as any other Jeevitam product, including but not limited to those Jeevitam products where you do not have an unpaid invoice or account balance. Jeevitam may elect to apply (i)



penalties for late payment at the rate of 18% or the maximum interest permitted by law, whichever is lower and (ii) a statutory lump-sum indemnity for recovery cost, if provided for under applicable laws, and (iii) any reasonable expenses and attorney fees Jeevitam incurs collecting such late payments.

1(c) Regardless of whether you are an Employer or Job Seeker, when you view, send, store or receive materials (including Job Listings, Profiles, and messages) through or using the Platform, Jeevitam may, for example, use such materials for data analysis, quality control, or to refine the Platform or any other Jeevitam product or service (including to provide better search results and other listings for Job Seekers and Employers), whether via automated means or otherwise. When an Employer views, sends, stores or receives materials through or using the Platform, Jeevitam may also inform a Job Seeker that an Employer has taken an action with regards to a Job Listing, Job Seeker's Profile, or application such as pausing or closing a Job Listing, opening the Profile or application, viewing the Profile or application, responding to the Profile or application, and making a decision with regards to the application or Job Listing, and you hereby consent to Jeevitam taking such actions. Jeevitam assumes no responsibility, and disclaims all liability, for the content, accuracy, completeness, legality, reliability, or availability of any job listing, job solicitation, screener question, answer to screener question, Profile information you post, send or receive through the Platform. If you see any inaccuracy in any such material, it is your responsibility to correct such information or to contact Jeevitam to do so.

1(d) Regardless of whether you are an Employer or Job Seeker, Jeevitam may use application materials (including Profiles and responses to screener questions) and the recency of your activity on Jeevitam to determine whether the words of any Job Seeker's Profile and answers to screener questions match the words of a Job Listing or Profile query, and vice-versa. Regardless of whether you are an Employer or Job Seeker, you agree and consent that Jeevitam may differentiate those matching Profiles and screener questions from those that do not match, and present them to Employers as matches or not matches. Jeevitam may also use such information in order to improve the Platform or any other Jeevitam product or service (including by displaying or otherwise making available potentially relevant Job Listings and Profiles to Job Seekers and Employers).

1(e) Regardless of whether you are an Employer or Job Seeker, Jeevitam may provide certain categories of information to you for informational purposes only. For example, Jeevitam may provide you with data regarding estimated salaries for a certain Job Listing, or about estimated applies to a Job Listing you may receive as an Employer. These figures provided by Jeevitam are estimates given for informational purposes only, and they are subject to change or varying levels of accuracy. Jeevitam may also include salary estimations on pages other than Job Listings on the Platform. Please note that all salary figures are approximations based upon multiple third party submissions to Jeevitam, including from Jeevitam affiliates. These figures are given to Jeevitam users for the purpose of generalized comparison only. Minimum wage may differ by jurisdiction and the employer should be consulted for actual salary figures.

1(f) Regardless of whether you are an Employer or Job Seeker, Jeevitam may provide certain types of career-related or hiring-related information on the platform. All information contained in any Jeevitam career or hiring guide is for informational purposes only, and is in no way to be construed as professional career counseling or staffing services. You understand that Jeevitam may give suggestions or information regarding best-practices, however, you understand that it is ultimately your responsibility to determine how to pursue your job search or candidate search. You further understand that in providing any such career or hiring guides, Jeevitam is not acting as a job placement agency or staffing firm. You also understand that by referring to or using such career or hiring guides, you are not guaranteed job interviews, job placement, assurance of being hired, job candidates, or hires, and you take full responsibility for use of these services or guides. As a user of the Platform, Jeevitam may, from time to time, send you emails from the career or hiring guides as part of its services to you. These emails may



include but not be limited to, tips on improving your Profile or how to use your Profile effectively in the job application process, commonly asked interview questions, next steps after you have submitted an application, and how to prepare for a new job after you have been hired.

1(g) Regardless of whether you are an Employer or Job Seeker, Jeevitam may provide you an online or telephonic questionnaire relating to your industry and/or your hiring or job searching needs. Jeevitam may match a Job Seeker's responses to such questionnaires to determine, on the basis of the Employer's responses to a questionnaire about its industry and/or hiring needs, whether such Job Seeker would match the Employer's hiring criteria as specified in the Employer's questionnaire responses. In the event Jeevitam determines that a Job Seeker matches the Employer's hiring criteria, Jeevitam may connect such matching Job Seeker and Employer by sending a note informing both parties of the match, including but not limited to sending an Employer a short description of a Job Seeker taken directly from the Job Seeker's responses to the questionnaire. In all events you will know what data we are providing to either a Job Seeker or Employer, or upon which we relied to make the match, because you have actively submitted it. If the Employer and Job Seeker express interest in each other, you agree Jeevitam may provide the Employer with an email address for the Job Seeker either provided by Jeevitam or the Job Seeker and, if you are a Job Seeker, you consent to this. Regardless of whether you are an Employer or Job Seeker, by submitting the completed questionnaire, you agree and consent to Jeevitam (i) conducting such matching, utilizing only material you have submitted through the questionnaire process, (ii) presenting matching Job Seekers to Employers, and vice versa and (iii) storing and analyzing such data submitted in response to such online questionnaires.

1(h) If you are a Job Seeker, you take a variety of actions on our Platform. For example, you search for jobs, and Jeevitam knows and stores the titles of jobs you search for and click on, where those jobs are located, any information, including salary interest or experience of which you have informed Jeevitam, or the general salary range or experience level of the jobs you view (if indicated on the Job Listings), the Job Listings you apply to, your amount of activity or time of most recent activity on Jeevitam, or any of your other behavior on the Jeevitam platform, when you use Jeevitam. You know exactly what this data is because you are the person who undertook the activity and the data pertains only to your activity. If you have an Jeevitam account or an Jeevitam-hosted Profile, you agree that Jeevitam may associate this data with your Jeevitam profile and use this observed factual data to suggest jobs to you and to suggest you or your public Profile to Employers that might be interested in a person who matches your behavior on Jeevitam. You also agree that Jeevitam may contact you based on this observed behavior for Employers or for Jeevitam itself. Please note, although information may be sent to you by a third party through the Jeevitam system, the aforementioned behavior does not include information relayed to you. However, Jeevitam may publicly display the fact that you have recently used the Jeevitam Platform or the fact that you have recently used the Jeevitam system to correspond with a third party.

1(i) If you are a Job Seeker, please note that Jeevitam may automatically send you recommended jobs via the email address you use to create an Jeevitam account or apply to a job. Jeevitam may determine what these recommended jobs are on the basis of a variety of factors, including but not limited to, any information you input on the platform about yourself, searches you run, jobs you click on, jobs you apply to, or the materials you provide in a job application to an Employer through Jeevitam.

1(j) Screening Tools: Jeevitam may make screening tools available to Employers for Employer use in the application process, including screener questions, phone screen tools and employee assessments. Jeevitam is licensing these tools to you for your use as you determine. By using any screening product, made available to you by Jeevitam, you agree that you have made the determination to use these tools as part of your application process, and the substantive questions you ask or choose are solely determined by you, and are not being asked by Jeevitam. You are the sole party to determine which answers will qualify a



candidate. You are solely responsible for the use of the screening tool including any results which are considered to have a “disparate impact”.

1(k) Regardless of whether you are a Job Seeker or an Employer, any emails, SMSs, Voice Drop notifications corresponding with any activity on or use of the Platform through Jeevitam are provided solely as a courtesy. Jeevitam disclaims all warranties with regards to the transmission or storage of such courtesy notices, does not guarantee their delivery or receipt, and does not guarantee the date or time at which they may be sent. Further, if you are an Employer and you posted a Job Listing directly on Jeevitam, applications are sent only to your Jeevitam dashboard; any other notifications you may receive are provided solely as a courtesy to you.

1(l) Jeevitam may offer beta test products or features on our Platform/site. You will know that a product or feature is offered on a beta or test basis because the product name or feature will have the word “beta.” These beta test products or features may be offered in limited quantities, in limited locations, and for a limited time. Jeevitam may discontinue or cancel all or part of a beta product or feature at anytime without prior notice to you. ANY BETA PRODUCT OR FEATURE IS IN TESTING PHASE AND IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, MAY CONTAIN DEFECTS, AND A PRIMARY PURPOSE OF THIS BETA TEST IS TO OBTAIN FEEDBACK ON THE PRODUCT PERFORMANCE. YOU ARE ADVISED TO SAFEGUARD IMPORTANT DATA, TO USE CAUTION AND NOT RELY IN ANY WAY ON THE CORRECT FUNCTIONING OR PERFORMANCE OF THE BETA PRODUCT AND/OR ACCOMPANYING MATERIALS. If you are an Employer and have been invited to test a beta product or feature, you agree that, unless otherwise specifically provided herein or agreed by Jeevitam in writing, any beta product or feature and any documentation provided corresponding with a beta product or feature constitute confidential proprietary information of Jeevitam. You shall permit only authorized users, who possess rightfully obtained access to any beta product or functionality, access to the beta product or functionality or any corresponding documentation. You agree not to transfer, copy, disclose, provide or otherwise make available such confidential information in any form to any third party without the prior written consent of Jeevitam.

1(m) Jeevitam may provide limited applicant screening and filtering services to Employers that request that Jeevitam perform this processing on their behalf.

1(n) When you post a Job Listing directly on Jeevitam, Jeevitam may automatically generate for you a Company Page. You authorize Jeevitam to claim such Company Page for you on your behalf, which will be marked as a “Claimed Profile” and allows you to edit and add information to the Company Page. Company Pages allow User Content to be posted by individuals that may not be affiliated with the Company that owns the Company Page, including but not limited to the answers to Q&A questions on Company Pages. Additionally, Jeevitam may include all of your Job Listings posted on the Platform on your Company Page, including but not limited to those posted directly on Jeevitam as well as those indexed by Jeevitam. You agree that you are solely responsible for any content you put on a Company Page, whether generated by or for you, including but not limited to photograph(s) or videos you provide, and third-party websites reachable from content you put on a Company Page. Jeevitam may additionally offer Jeevitam Company Pages Premium, which includes certain features accessible only on a subscription basis and may be charged as indicated in an insertion order. Jeevitam reserves the right to change or remove these features at any time, in Jeevitam’s sole discretion. Additionally, these features may include analytics or other figures, which Jeevitam does not guarantee the accuracy of, and you are responsible for determining their suitability for your intended use or purpose.

1(o) Regardless of whether you are an Employer or Job Seeker, it is your responsibility to follow-up with the Employer or Job Seeker to ensure that they received your communication, including the offer letter.



Jeevitam is not your record keeper, to the extent the law requires you to retain a copy of the offer letter, it is your responsibility to retain such copy.

MODIFICATIONS TO TERMS OF PLATFORM: Client agrees that Jeevitam has the right to change these Terms or any policies relating to the Jeevitam Platform and use of its TurboHire® Algorithm at any time.

Jeevitam: Confidential and Proprietary