

## TERMS AND CONDITION

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The site is a public site with free access and **NaukriBaroda.com (A unit of PKP India Corporation)** and Non IT Services assumes no liability for the quality and genuineness of responses NaukriBaroda.com (unit of PKP India Corporation) cannot monitor the responses that a person may receive in response to information he/she has displayed on the site. The individual/company by itself has to conduct on its own, the background checks on the genuine nature of all response(s).

NaukriBaroda.com will not be liable on account of any inaccuracy of information on this web site. It is the responsibility of the visitor to further research the information on the site. Any infraction of privacy or of the information provided by the consumer to NaukriBaroda.com to be placed on the website by technical or any other means is not the responsibility of NaukriBaroda.com (unit of PKP India Corporation) does not guarantee confidentiality of information provided to it by any person using all/any information displayed on the NaukriBaroda.com job Services website or any of its other websites / domains owned and operated by NaukriBaroda.com

NaukriBaroda.com does not share personally identifiable data of any individual with other companies/entities without obtaining permission except with those acting as our agents. NaukriBaroda.com shall share all such information that it has in its possession in response to legal process, such as a court order or warrant. The user shall not utilize the services offered by NaukriBaroda.com It Services in any manner so as to impair the interests and functioning of NaukriBaroda.com it Services. The user undertakes not to duplicate, download publish, modify and distribute material on NaukriBaroda.com it Services unless specifically authorized by NaukriBaroda.com in this regard. The user undertakes not to establish any deep link or other connection to any specific page of NaukriBaroda.com it Services other than the Home Page without obtaining prior consent of NaukriBaroda.com.

The user undertakes to use NaukriBaroda.com it Services for his/her own purposes. Using content from NaukriBaroda.com it Services for derivative works with a commercial motive without prior written consent from NaukriBaroda.com is strictly prohibited.

NaukriBaroda.com it Services uses technological means to exclude Robots etc from crawling the website and scraping content. The user undertakes not to mislead these methods.

Users undertake that the services offered by NaukriBaroda.com it Services 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. The NaukriBaroda.com reserves the

right to filter and monitor and block the emails sent by you/user using the servers maintained by NaukriBaroda.com to relay emails. All attempts shall be made by NaukriBaroda.com and the user to abide by International Best Practices in containing and eliminating Spam.

Users shall not spam the database maintained by NaukriBaroda.com it Services / NaukriBaroda.com or indiscriminately and repeatedly forward mail that may be considered spam etc. Any conduct of the user in violation of this clause shall entitle NaukriBaroda.com to immediately terminate all services to the user without notice and to forfeit any amounts paid by him.

The user expressly states that the resume/insertion or information/ data being fed into the network of NaukriBaroda.com by the user is correct and complete in all respects and does not contain any false, distorted, manipulated, fraudulent or misleading facts or averments. NaukriBaroda.com expressly disclaims any liability arising out of the said resume insertion/information/ data so fed into the network of NaukriBaroda.com by the user. Further, the user agrees to indemnify NaukriBaroda.com for all losses incurred by NaukriBaroda.com due to any false, distorted, manipulated, defamatory, vulgar, obscene, fraudulent or misleading facts or otherwise objectionable statements made by the user on the network of NaukriBaroda.com.

The User is solely responsible for maintaining confidentiality of the user password and user identification and all activities and transmission performed by the user through his user identification and 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 NaukriBaroda.com assumes no responsibility or liability for their improper use of information relating to such usage of credit cards / debit cards used by the subscriber online / off-line.

The User/Subscriber/Visitor to NaukriBaroda.com it Services and/or its affiliated websites does hereby specifically agree that he/she shall, at all times, comply with the requirements of the Information Technology Act, 2000 as also rules, regulations, guidelines, bye laws and notifications made there under, while assessing or feeding any resume/ insertion or information/data into the computers of NaukriBaroda.com it Services. The said user/ subscriber/visitor to NaukriBaroda.com it Services and/or its affiliated websites does further unambiguously declare that in case he violates any provisions of the Information Technology Act, 2000 and/or rules, regulations, guidelines, byelaws and notifications made there under, he shall alone be responsible for all his acts, deeds and things and that he alone shall be liable for civil and criminal liability there under or under any other law for the time being in force.

The user hereby expressly declares that NaukriBaroda.com has performed all due diligence within the meaning of the IT Act, 2000 with respect to the user and his interaction with the computers, computer systems or computer network of NaukriBaroda.com IT.

The User is solely responsible for obtaining, at his own cost, all licenses, permits, consents, approvals and intellectual property or other rights as may be required for using the Service.

The user/subscriber/visitor to NaukriBaroda.com IT Services or affiliated site(s) is prohibited from introducing/posting or transmitting information or software, which contains a computer virus, or a contaminant, worm or other harmful components on the internet or on NaukriBaroda.com IT Services site or sub-domains or on any affiliate sites or any other network system.

The user 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.

**NAUKRIBARODA.COM** will make best efforts to do so but does not warrant that any of the web sites or any affiliate site(s) 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.

**NAUKRIBARODA.COM** 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 NaukriBaroda.com IT Services shall be on a 100% advance basis. Refund if any will be at the sole discretion of NaukriBaroda.com IT. **NAUKRIBARODA.COM** offer no guarantees whatsoever for the accuracy or timeliness of the refunds reaching the customers card/bank accounts.

**NAUKRIBARODA.COM** gives no guarantees of server uptime or applications working properly. All is on a best effort basis and liability is limited to refund of amount only. **NAUKRIBARODA.COM** undertakes no liability for free services. **NAUKRIBARODA.COM** reserves its 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.

**NAUKRIBARODA.COM** further reserves its right to post the data on the website NaukriBaroda.com IT Services or on such other affiliated sites and publications as **NAUKRIBARODA.COM** may deem fit and proper at no extra cost to the subscriber/user.

The subscription/agreement between **NAUKRIBARODA.COM** and the subscriber/user is not a "non-poach agreement" nor can the same be termed or used as an alternative to "non-poach agreement" in as much as NaukriBaroda.com IT Services is a public site and all information

posted by NAUKRIBARODA.COM goes to the public domain except information/data which is specifically assigned a non-public/private character.

Any agreement for a subscription/usage entered into by NAUKRIBARODA.COM does not confer exclusivity of service on any subscriber/user.

**NAUKRIBARODA.COM** will not be party to any legal proceedings between a user (e.g. a subscriber) and a party contracted through the site. In case **NAUKRIBARODA.COM** is implicated in any legal proceedings, costs will be recovered from the party that names NaukriBaroda.com (PKP India Corporation) IT Services however will abide with any court order served on it through due process.

In case a person using the world wide web/internet receives a spam or virus which includes a link to **NAUKRIBARODA.COM** or to any other site maintained, operated or owned by NAUKRIBARODA.COM, it should not be held responsible for the same. NAUKRIBARODA.COM assume no responsibility for such mails.

The services provided by the websites maintained, operated or owned by NAUKRIBARODA.COM do not extend to acting as an agent (express or implied) on behalf of any subscriber or user.

NAUKRIBARODA.COM has no agents and does 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 NAUKRIBARODA.COM. Any person using NAUKRIBARODA.COM in violation of the stipulations contained in the Terms and Conditions of NAUKRIBARODA.COM shall render himself/herself liable to appropriate action in a court of law both civil and criminal.

**NAUKRIBARODA.COM(PKP India Corporation) are used interchangeably and are synonymous.**

## **1. Resume Service**

### **Pragnya Meter:**

The content of the exam is confidential and that the disclosure of the information may interrupt the integrity of this exam. You are strictly prohibited from disclosing, publishing, reproducing, or transmitting the exam and any related information including, without limitation, questions, answers, worksheets, computations, drawings, diagrams, length or number of exam segments or questions.

The payment remitted cannot be refunded once the process starts. The payment cannot be transferred to other person.

We accept only online payments or Demand draft drawn in favour of NAUKRIBARODA.COM (PKP India Corporation), No claims will be encouraged regarding cash payment made to individuals.

If the exam been interrupted in between, the candidate always has a right to claim for re-conduction of exam subject to the time of reporting the error to the supporting team.

Results which were announced once may not be changed or modified. The Grade will be only reflected for the candidates who will pass the exam successfully, same will be viewable to the recruiters.

### **Resume Writing:**

Once the payment is made it will take 7 to 8 business days to give the first crafted Resume.

If, unsatisfied with the first draft, a rewrite will be provided for 2 times without any extra fee.

[NAUKRIBARODA.COM](http://NAUKRIBARODA.COM) will not be held responsible for misleading or inaccurate information listed within the document because the client will be given the opportunity to make necessary corrections before confirming the final draft, as with legitimate service, a resume written provided by [NAUKRIBARODA.COM](http://NAUKRIBARODA.COM) is no guarantee for successful employment.

### **Resume Forwarding & Highlighting:**

[NAUKRIBARODA.COM](http://NAUKRIBARODA.COM) cannot provide any information about the prospective employer to whom the resume is been sent. The Company shall be under no legal obligation to provide the job seeker with any such details.

[NAUKRIBARODA.COM](http://NAUKRIBARODA.COM) will send the resume to the companies (in the event the said companies subscribed in our website) where your profile matches. We don't give any guarantee/warranty for getting a JOB/CALL/successful employment; it depends on the openings available and upon your skill set.

#### **Validity of the services follows:**

Resume Highlight – 3 months

Resume Forward – 3 months

The job seeker acknowledges and represents that the information provided by him/her is accurate and true in all respects and he is fully responsible for putting his information under Resume Highlight / Resume Forward section and its use/misuse.

**NAUKRIBARODA.COM can only recommend your resume to the prospective employers, which will hopefully lead to a successful placement.**

## 2. SMS job mail service

1. The payment for service once subscribed to by the subscriber is not refundable and any amount paid shall stand appropriated.
2. The amount paid entitles the subscriber alone to the service by NAUKRIBARODA.COM for a period of subscription opted for from the date of sending the first job mail.
3. NAUKRIBARODA.COM uses an automated algorithm to match jobs against the keywords/attributes present in the profile submitted by the user, and hence offers no guarantee nor warranties that the jobs sent in the job mail will be relevant to the profile.
4. NAUKRIBARODA.COM neither guarantees nor offers any warranty about the credentials of the prospective employer/organization whose details are sent in the job mail.
5. By opting for this service you are agreeing to receive details of Jobs from NAUKRIBARODA.COM, on your mobile, till the tenure of the service.
6. NAUKRIBARODA.COM will try its utmost best to try and deliver all SMS sent out; it does not take any responsibility for SMS not delivered (which may be on account of phones being out of order, operator network problems, SIM not being used anymore etcetera). It does take the responsibility of the SMS leaving its vendor SMS gateway.
7. NAUKRIBARODA.COM will not be responsible in any way for failure of any backend technology of SMS applications at the operators end and resultant inability of a user to receive SMS.
8. NAUKRIBARODA.COM reserves the right to regulate number of SMS sent out to a particular user in a single day.
9. The service will be delivered on the mobile no. provided at the time of purchase of the service, and will continue on the new no. if changed by the user.
10. If there are no jobs found matching the user's profile, an intimation SMS & email is sent to the user and on the 3rd such instance the user is asked for changing/editing his profile. But the loss of these days is not compensated in the duration of the service.
11. NAUKRIBARODA.COM would not be held liable for loss of any data technical or otherwise, and particulars supplied by subscribers due to reasons beyond its control like corruption of data or delay or failure to perform as a result of any causes or conditions that are beyond NaukriBaroda.com IT's reasonable control including but not limited to

strikes, riots, civil unrest, Govt. policies, tampering of data by unauthorized persons like hackers, war and natural calamities.

12. It shall be the sole prerogative and responsibility of the individual to check the authenticity of all or any response received pursuant to the resume being displayed by NAUKRIBARODA.COM for going out of station or in station for any job/interview and **NAUKRIBARODA.COM** assumes no responsibility in respect thereof.
13. NAUKRIBARODA.COM reserves its right to reject any insertion or information/data provided by the subscriber without assigning any reason either before uploading or after uploading the vacancy details, refund if any shall be on a pro-rata basis at the sole discretion of NaukriBaroda.com.
14. NAUKRIBARODA.COM will commence providing services only upon receipt of amount/charges upfront either from subscriber or from a third party on behalf of the subscriber.
15. This subscription is not transferable i.e. it is for the same person throughout the period of subscription.
16. The liability, if any, of NAUKRIBARODA.COM is limited to the extent of the amount paid by the subscriber.
17. The subscriber shall be assigned password(s) by **NAUKRIBARODA.COM** to enable the subscriber to access all the information received through its site **NAUKRIBARODA.COM**, but the sole responsibility of the safe custody of the password shall be that of the subscriber and NAUKRIBARODA.COM shall not be responsible for data loss/theft or data/corruption or the wrong usage/misuse of the password and any damage or leak of information and its consequential usage by a third party. NAUKRIBARODA.COM undertakes to take all reasonable precautions at its end to ensure that there is no leakage/misuse of the password granted to the subscriber.
18. The subscriber undertakes that the data/information provided by him is true and correct in all respects.
19. The user of these services does not claim any copyright or other Intellectual Property Right over the data uploaded by him/her on the website.
20. All disputes arising out of the transactions between a user and NAUKRIBARODA.COM will be resolved in accordance with the laws of India as applicable.
21. All disputes arising out of the transactions between a user and NAUKRIBARODA.COM will be subject to the jurisdiction of courts situated in Ontario alone.

### 3. Rights on Content

1. The use of the services offered by NAUKRIBARODA.COM including this service is also subject to the terms and conditions which regulate the usage of the website.
2. This service is provided by NAUKRIBARODA.COM free of charge. This service is meant exclusively for individual and non-commercial use. The content being provided through this service may not be edited/changed/modified in any manner without our permission. Any usage for non-personal/commercial purposes requires specific written permission to be obtained from us prior to commencing such usage.
3. NAUKRIBARODA.COM India Limited claims proprietary rights over the content being made available as ROC feeds from NAUKRIBARODA.COM, including copyrights, trademark etc. The user shall provide acknowledgement to NAUKRIBARODA.COM in connection with its use of ROC feeds obtained from the website.
4. NAUKRIBARODA.COM (PKP India Corporation) reserves the right to discontinue providing ROC feeds, limit the users access to parts of the ROC feeds without assigning any reason for the same. Limits may be imposed.
5. The factual content contained in the ROC feeds is displayed as supplied by various recruiters, recruitment agencies and other sources; NAUKRIBARODA.COM (PKP India Corporation) offers no warranties about the correctness/truthfulness of the content.

### 4. NaukriBaroda.com Toolbar Terms and Conditions

1. This service is provided by NAUKRIBARODA.COM free of charge.
2. This service is meant exclusively for individual and non commercial use. Any usage to the contrary for producing derivative works is strictly prohibited.
3. The logos and the marks used on NAUKRIBARODA.COM and any downloads are the exclusive property of NAUKRIBARODA.COM (PKP India Corporation), which shall retain all rights, title and interest in these trademarks, copyrights, logos and other intellectual property rights.
4. The Privacy Policy of the website NAUKRIBARODA.COM governs your use of the NaukriBaroda.com Toolbar.
5. **NAUKRIBARODA.COM** (PKP India Corporation) reserves the right to restrict your access to NAUKRIBARODA.COM without assigning any reason for the same.
6. **NAUKRIBARODA.COM** (PKP India Corporation) offers no guarantee or warranty whatsoever regarding the NaukriBaroda.com Toolbar.



## 5. Applications by Non Registered Users

1. The user undertakes that the data/information being provided by him/her in the resume is true and correct in all respects.
2. **NAUKRIBARODA.COM** does not share personally identifiable data of any individual with other companies/entities without obtaining permission. **NAUKRIBARODA.COM** May I share all such information that it has in its possession for its own purposes including sending promotional mailers etc and in response to legal process, such as a court order or subpoena.
3. The user undertakes that he/she will not disseminate false/objectionable/offensive material using these services.
4. This interface shall be exclusively for the purposes of bona fide job applications; usage of the interface in any other fashion is strictly prohibited.
5. NAUKRIBARODA.COM neither guarantees nor offers any warranty about the credentials, authenticity, or otherwise of the prospective employer/organization which downloads the resume/ insertion or information/data and uses it to contact the user.
6. The user 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.
7. The user/subscriber/visitor to NAUKRIBARODA.COM or affiliated site(s) is prohibited from introducing/posting or transmitting information or software, which contains a computer virus, or a contaminant, worm or other harmful components on the internet or on NAUKRIBARODA.COM site or sub-domains or on any affiliate sites or any other network system
8. **NAUKRIBARODA.COM** will not be party to any legal proceedings between a user (e.g. a subscriber) and a party contracted through the site. In case **NAUKRIBARODA.COM** is implicated in any legal proceedings, costs will be recovered from the party that names NAUKRIBARODA.COM however will abide with any court order served on it through due process.
9. Jurisdiction for any disputes arising from and related to this contest shall be Ontario, India to the exclusion of all other courts.
10. Disputes shall be resolved in accordance with the laws of India as applicable.

### 1. Segregate Job listing

1. NAUKRIBARODA.COM shall place the information relating to vacancies in the hot vacancies & such other segregate sections on the website NAUKRIBARODA.COM or such other mirror or parallel site(s) or in allied publications as NAUKRIBARODA.COM may deem fit and proper but such additional web hosting shall be without any extra cost to the subscriber/user.
2. The insertion so displayed in the segregate section of NAUKRIBARODA.COM shall be for a fixed period (currently 30 days), which period is subject to change without notice. Every instance of refreshing and existing listing entitles you to an additional fixed period (currently 30 days) starting from the date on which the listing is refreshed and shall be counted as fresh posting.
3. NAUKRIBARODA.COM reserves its right to reject any insertion or information/data provided by the subscriber without assigning any reason either before uploading or after uploading the vacancy details, but in such an eventuality, any amount so paid for, may be refunded to the subscriber on a pro-rata basis at the sole discretion of NaukriBaroda.com.
4. By posting/uploading a job posting on the website you confirm that you have obtained all licenses/permits as are necessary for recruitment and to indemnify NAUKRIBARODA.COM against all claims, damages arising out of actions/claims that may be made in relation to the same.
5. NAUKRIBARODA.COM has the right to make all such modifications/editing of the vacancy details in order to fit its database.
6. The subscriber/recruiter will provide up to a maximum of 2 email ids for vacancies posted on NAUKRIBARODA.COM in the Segregate section to collect response(s) if any. The contact information given by the subscriber for all listing should be the same and the subscriber cannot give multiple contact information/data for the purpose of listing.
7. All information intimated by the subscriber/recruiter and displayed by **NAUKRIBARODA.COM** on **NAUKRIBARODA.COM** becomes public knowledge and **NAUKRIBARODA.COM** may at its sole discretion include the vacancy intimated by a subscriber for display on **NAUKRIBARODA.COM** in any other media including the print

media at no extra costs to the subscriber and **NAUKRIBARODA.COM** shall not be held liable for usage/publicity of such information.

8. **NAUKRIBARODA.COM** offers neither guarantee nor warranties that there would be a satisfactory response or any at all response once the job is put on display.
9. **NAUKRIBARODA.COM** shall in no way be held liable for any information received by the subscriber and it shall be the sole responsibility of the subscriber to check, authenticate and verify the information/response received at its own cost and expense.
10. **NAUKRIBARODA.COM** would not be held liable for any loss of data, technical or otherwise, information, particulars supplied by the subscriber, due the reasons beyond its control like corruption of data or delay or failure to perform as a result of any causes or conditions that are beyond NaukriBaroda.com. It's reasonable control including but not limited to strike, riots, civil unrest, and Govt. policies, tampering of data by unauthorized persons like hackers, war and natural calamities.
11. **NAUKRIBARODA.COM** will commence providing services only upon receipt of amount/charges upfront either from the subscriber or from a third party on behalf of the subscriber.
12. The subscriber/recruiter shall be deemed to give an undertaking to **NAUKRIBARODA.COM** that the jobs sought to be advertised on the segregate section of **NAUKRIBARODA.COM** are in existence, are genuine and that the subscriber/recruiter has the authority to advertise for such jobs.
13. The subscriber/recruiter must give an undertaking to **NAUKRIBARODA.COM** that there will be no fee charged from any person who responds to jobs advertised on the segregate section of **NAUKRIBARODA.COM** for processing of applications/ responses from such person.
14. **NAUKRIBARODA.COM** reserves its right to change the look, feel, design, prominence, depiction, classification of the segregate section of **NAUKRIBARODA.COM** at any time without assigning any reason and without giving any notice.
15. The subscriber shall be assigned password(s) by **NAUKRIBARODA.COM** to enable the subscriber to post vacancies on the site in agreed upon section(s), but the sole responsibility of the safe custody of the password shall be that of the subscriber and **NAUKRIBARODA.COM** shall not be responsible for data loss/theft of data/corruption of data or the wrong usage/misuse of the password and any damage or leak of information and its consequential usage by a third party. **NAUKRIBARODA.COM** undertakes all reasonable precautions at its end to ensure that there is no leakage/misuse of the password granted to the subscriber.

16. The user of these services does not claim any copyright or other Intellectual Property Right over the data uploaded by him/her on the website.
17. All disputes arising out of the transactions between a user and **NAUKRIBARODA.COM** will be resolved in accordance with the laws of India as applicable.
18. All disputes arising out of the transactions between a user and **NAUKRIBARODA.COM** will be subject to the jurisdiction of Courts situated in Ontario alone.

## 2. Segregate Subscriptions for various period

1. **NAUKRIBARODA.COM** shall place the information relating to vacancies in the hot vacancies & such other segregate sections on the website **NAUKRIBARODA.COM** or such other mirror or parallel site(s) or in allied publications as **NAUKRIBARODA.COM** may deem fit and proper but such additional web hosting shall be without any extra cost to the subscriber / user.
2. Each insertion so displayed in the segregate section of **NAUKRIBARODA.COM** shall be for a fixed period (currently 30 days), which period is subject to change without notice. Every instance of refreshing and existing listing entitles you to an additional fixed period (currently 30 days) starting from the date on which the listing is refreshed and shall be counted as a fresh posting.
3. **NAUKRIBARODA.COM** reserves its right to reject any insertion or information/data provided by the subscriber without assigning any reason either before uploading or after uploading the vacancy details, but in such an eventuality, any amount so paid for, may be refunded to the subscriber on a pro-rata basis at the sole discretion of NaukriBaroda.com IT.
4. By posting/uploading a job posting on the website you confirm that you have obtained all licenses/permits as are necessary for recruitment and to indemnify **NAUKRIBARODA.COM** against all claims, damages arising out of actions/claims that may be made in relation to the same.
5. **NAUKRIBARODA.COM** has the right to make all such modifications/editing of the vacancy details in order to fit its database.
6. The subscriber/recruiter will provide up to a maximum of 2 email ids for vacancies posted on **NAUKRIBARODA.COM** in the segregate section to collect response(s) if any. The contact information given by the subscriber for all listing should be the same and the subscriber cannot give multiple contact information/data for the purpose of listing.

7. All information intimated by the client and displayed by **NAUKRIBARODA.COM** on **NAUKRIBARODA.COM** (**PKP India Corporation**) becomes public knowledge and **NAUKRIBARODA.COM** may at its sole discretion include the vacancy intimated by a client for display on **NAUKRIBARODA.COM** in any other media including the print media at no extra costs to the client and **NAUKRIBARODA.COM** cannot be held liable for usage/publicity of such information.
8. **NAUKRIBARODA.COM** offers no guarantee or warranties that there would be a satisfactory response or any response at all once the job is put on display.
9. **NAUKRIBARODA.COM** shall in no way be held liable for any information received by the subscriber and it shall be the sole responsibility of the subscriber to check, authenticate and verify the information/response received at its own cost and expense.
10. **NAUKRIBARODA.COM** would not be held liable for loss of any data whether of technical nature or otherwise or all or any , information or particulars supplied by the customers due to the reasons beyond its control like corruption of data or delay or failure to perform as a result of any causes or conditions that are beyond NaukriBaroda.com IT's reasonable control including but not limited to strike, riots, civil unrest, Govt. policies, tampering of data by unauthorized persons like hackers, war and natural calamities.
11. **NAUKRIBARODA.COM** will commence providing services only upon receipt of amount/charges upfront either from the subscriber or from a third party on behalf of the subscriber.
12. The subscriber/recruiter shall give an undertaking to **NAUKRIBARODA.COM** that the jobs sought to be advertised on the segregate section of **NAUKRIBARODA.COM** are in existence, are genuine and that the subscriber has the authority to advertise the jobs.
13. The subscriber/recruiter must give an undertaking to **NAUKRIBARODA.COM** that there will be no fee charged from any person who responds to jobs advertised on the segregate section of **NAUKRIBARODA.COM** for processing of such person.
14. **NAUKRIBARODA.COM** reserves its right to change the look, feel, design, prominence, depiction, classification of the segregate section of **NAUKRIBARODA.COM** at any time without assigning any reason and without giving any notice
15. The subscriber to this service shall be entitled to such number of listings during the period of subscription as may be agreed upon
16. The subscription is neither re-saleable nor transferable by the subscriber to any other person, corporate body, firm or individual

17. Only one office of one corporate entity/firm will be entitled to use this service and in case other offices of the same company/associated companies, want to use the said service, then, they shall have to pay additional subscription charges for the service
18. The subscriber shall be assigned password(s) by **NAUKRIBARODA.COM** to enable the subscriber to post vacancies on the site in agreed upon section(s), but the sole responsibility of the safe custody of the password shall be that of the subscriber and **NAUKRIBARODA.COM** shall not be responsible for data loss/theft of data or corruption of data or the wrong usage/misuse of the password and any damage or leak of information and its consequential usage by a third party. **NAUKRIBARODA.COM** undertakes to take all reasonable precautions at its end to ensure that there is no leakage/misuse of the password granted to the subscriber
19. Only insertions with contact information registered with **NAUKRIBARODA.COM** will be displayed on the site
20. The User of these services does not claim any copyright or other Intellectual Property Right over the data uploaded by him/her on the website.
21. The courts at Ontario alone shall have the sole and exclusive jurisdiction in case of any dispute.
22. All disputes arising out of the transactions between a user and **NAUKRIBARODA.COM** will be resolved in accordance with the laws of India as applicable.

### 3. Hot Vacancies

1. **NAUKRIBARODA.COM** shall place the information relating to vacancies in the hot vacancies & such other segregate sections on the website **NAUKRIBARODA.COM** or such other mirror or parallel site(s) or in allied publications as **NAUKRIBARODA.COM** may deem fit and proper but such additional web hosting shall be without any extra cost to the subscriber/user.
2. Each insertion so displayed in the segregate and hot vacancies and section of **NAUKRIBARODA.COM** shall be for a fixed period (currently 30 days), which period is subject to change without notice. Every instance of refreshing and existing listing entitles you to an additional fixed period (currently 30 days) starting from the date on which the listing is refreshed and shall be counted as fresh posting.

3. The subscriber/recruiter will provide up to a maximum of 5 email ids for vacancies posted on **NAUKRIBARODA.COM** in the hot vacancies and segregate section to collect response(s) if any. The contact information given by the subscriber for all listing should be the same and the subscriber cannot give multiple contact information/data for the purpose of listing
4. **NAUKRIBARODA.COM** reserves its right to reject any insertion or information/data provided by the subscriber without assigning any reason either before uploading or after uploading the vacancy details, but in such an eventuality, any amount so paid for, may be refunded to the subscriber on a pro-rata basis at the sole discretion of NaukriBaroda.com.
5. By posting/uploading a job posting on the website you confirm that you have obtained all licenses/permits as are necessary for recruitment and to indemnify **NAUKRIBARODA.COM** against all claims, damages arising out of actions/claims that may be made in relation to the same.
6. **NAUKRIBARODA.COM** has the right to make all such modifications/editing of the vacancy details in order to fit its database.
7. All information intimated by the subscriber and displayed by **NAUKRIBARODA.COM** on **NAUKRIBARODA.COM** (**PKP India Corporation**) becomes public knowledge and **NAUKRIBARODA.COM** may at its sole discretion include the vacancy intimated by a client for display on **NAUKRIBARODA.COM** in any other media including the print media at no extra costs to the client and **NAUKRIBARODA.COM** shall not be held liable for usage/publicity of such information/data.
8. **NAUKRIBARODA.COM** offers neither guarantee nor warranties that there would be a satisfactory response or any response at all once the job vacancy is put on display.
9. **NAUKRIBARODA.COM** shall in no way be held liable for any information received by the subscriber and it shall be the sole responsibility of the subscriber to check, authenticate and verify the information/response received at its own cost and expense.
10. **NAUKRIBARODA.COM** would not be held liable for any loss of data whether technical or otherwise or for loss of information or particulars supplied by the subscriber due to the reasons beyond its control like corruption of data or delay or failure to perform as a result of any causes or conditions that are beyond NaukriBaroda.com. It's reasonable control including but not limited to strike, riots, civil unrest, Govt. policies, tampering of data by unauthorized persons like hackers, war and natural calamities.

11. The subscriber/Recruiter shall give an undertaking to **NAUKRIBARODA.COM** that the jobs sought to be advertised on the 'Hot Vacancies' and 'Segregate' sections of **NAUKRIBARODA.COM** are in existence, genuine and the subscriber has the authority to advertise the said jobs vacancies.
12. **NAUKRIBARODA.COM** will commence providing services only upon receipt of amount/charges upfront either from the subscriber or from a third party on behalf of the subscriber.
13. The subscriber/recruiter must give an undertaking to **NAUKRIBARODA.COM** that there will be no fee charged from any person who responds to jobs / vacancies advertised on the 'Hot Vacancy' and 'Segregate' sections of **NAUKRIBARODA.COM** for processing of such person.
14. **NAUKRIBARODA.COM** reserves its right to change the look, feel, design, prominence, depiction, classification of the 'Hot Vacancies' and 'Segregate' sections of **NAUKRIBARODA.COM** at any time without assigning any reason and without giving any prior notice.
15. The subscriber shall be assigned password (s) by **NAUKRIBARODA.COM** to enable the subscriber to post vacancies on **NAUKRIBARODA.COM** site in agreed upon section(s), but the sole responsibility of the safe custody of the password shall be that of the subscriber and **NAUKRIBARODA.COM** shall not be responsible for data loss/theft of data/corruption of data or the wrong usage/misuse of the password and any damage or leak of information and its consequential usage by a third party. **NAUKRIBARODA.COM** undertakes to take all reasonable precautions at its end to ensure that there is no leakage/misuse of the password granted to the subscriber
16. The User of these services does not claim any copyright or other Intellectual Property Right over the data uploaded by him/her on the website
17. All disputes arising out of the transactions between a user and **NAUKRIBARODA.COM** will be resolved in accordance with the laws of India as applicable.
18. All disputes arising out of the transactions between a user and **NAUKRIBARODA.COM** will be subject to the jurisdiction of courts situated in Ontario alone.

#### 4. SMS service for job search and resume service



1. The subscriber availing this service shall be deemed to have consented to be bound by all the applicable terms and conditions of this service.
2. Decision of **NAUKRIBARODA.COM** regarding all transactions under this service shall be final and binding and no correspondence shall be entertained in this regard.
3. **NAUKRIBARODA.COM** reserves the right to extend, cancel, discontinue, prematurely withdraw, change, alter or modify this service or any part thereof including charges, at its sole discretion at any time as may be required in view of business exigencies and/or regulatory or statutory changes.
4. Your mobile phone number (MSISDN) will be used during the transmission of text messages through the mobile service provider's server for SMS service.
5. The membership is for your personal use only. You cannot transfer, assign or authorize your membership to any other person.
6. The subscriber understands that he/she can avail SMS Services at his/her discretion and the said service shall be availed in such options as are made available by **NAUKRIBARODA.COM** from time to time.
7. This service is subject to guidelines/directions issued by Telecom Regulatory Authority of India or any other statutory authority from time to time.
8. The SMS or its contents once sent for availing the SMS services shall be treated as final and the same cannot be withdrawn, changed or retrieved subsequently under any circumstances.
9. WAP services enable you to access our services and to submit and/or receive content through your wireless device. Your access to our WAP services may be dependent on the wireless device you use to access the applicable WAP services.
10. Subscription services provide you with access to certain content for a selected period of time, which will be as indicated and chosen by you prior to purchase. The frequency with which you will receive the relevant content will be notified to you at the time you subscribe for the service.
11. You will not post or transmit any content that is abusive, obscene, sexually oriented or against national interest. **NAUKRIBARODA.COM** reserves the right to suspend your profile if any prohibitive or objectionable content is found and may further initiate appropriate legal proceedings against you.
12. The service is an additional service offered by NaukriBaroda.com. The functions of the service are dependent on the operator owning the network to facilitate this service (Operator), for which **NAUKRIBARODA.COM** does not undertake any responsibility for

failure of this network transmission or failure of message transmission for any reasons whatsoever. From time to time, **NAUKRIBARODA.COM** may include additional features and services.

13. **NAUKRIBARODA.COM** reserves the right to modify/delete the profile contents at its own discretion without prior notice if the contents of profile are deemed unfit for broadcast.
14. **NAUKRIBARODA.COM** is not responsible for authenticity of the content arising thereto.
15. The subscriber must maintain such minimum balance in his/her prepaid account as is specified by **NAUKRIBARODA.COM** for availing the particular option offered under these services. All incidental costs/taxes/levies, if any, related to the VAS shall be entirely borne by the customer.
16. The users specifically note and agree that the content and service or part thereof may be varied, added, withdrawn, withheld or suspended by **NAUKRIBARODA.COM** at its sole discretion without prior notice to the users.
17. **NAUKRIBARODA.COM** shall not be liable for any costs, loss or damage (whether direct or indirect), or for loss of revenue, loss of profits or any consequential loss whatsoever as a result of the user using the service.
18. No reversal of deducted charges shall be allowed under any circumstances.
19. The users shall remain solely responsible for all content, information, data originated from the users and transmitted via the Service (content), and the users shall accordingly indemnify **NAUKRIBARODA.COM** and / or the operator, against all third party claims relating to the users content or due to the users act, negligence or omission.
20. You are bound by the terms and conditions as mentioned herein and as stated on the site.
21. Message delivery is conditional to mobile operator's technical infrastructure and its network uptime.
22. By using various SMS based services from **NAUKRIBARODA.COM** like Job Search, Job Alert, NaukriBaroda.com forum Chat, Career services, etc., you agree to receive phone calls, messages etc. from **NAUKRIBARODA.COM** and/or its associates tailored to provide with better job opportunities.
23. Subscribing or using various paid/free services of **NAUKRIBARODA.COM** on SMS/Voice/WAP either directly or indirectly doesn't in any manner guarantee the user a job.

24. **NAUKRIBARODA.COM** and/or its respective suppliers make no representations about the suitability, reliability, availability, timeliness, lack of viruses or other harmful components and accuracy of the information, software, products, services and related graphics contained within the, **NAUKRIBARODA.COM** sites/services for any purpose. All such information, software, products, services and related graphics are provided "as is" without warranty of any kind. **NAUKRIBARODA.COM** and/or its respective suppliers hereby disclaim all warranties and conditions with regard to this information, software, products, services and related graphics, including all implied warranties and conditions of merchantability, fitness for a particular purpose, workmanlike effort, title and non-infringement. **NAUKRIBARODA.COM** shall not be responsible or liable for any consequential damages arising thereto.
25. By agreeing to register at **NAUKRIBARODA.COM**, a user allows **NAUKRIBARODA.COM** to get in touch with him/her from time to time on events or offers regarding jobs and ancillary services on mobile. This can include exciting offers, information, as well as promotions.
26. The subscriber shall comply with all directions/instructions etc. issued by the company relating to the network, the services and any/all matters connected therewith and provide the company all other and further information and co-operation as the company may require from time to time.
27. Registration presumes that the users have read, understood and accepted the terms and conditions.
28. As per TRAI rules, our Promotional SMS services will be available only from **9am to 9pm** (IST).
29. This service is live in India only.

## **Exchange of Information for CHAT & other Community Services**

All information, data, text, video, messages or other materials, whether publicly or privately transmitted/posted, is the sole responsibility of the person from where such content originated (the Originator).

Sending lewd, obscene or offensive content using NaukriBaroda.com forum chat is strictly prohibited; using the services of NaukriBaroda.com forum Chat in a manner which is meant to be offensive to others shall render the user liable for prosecution under the existing laws as applicable. **NAUKRIBARODA.COM** assumes no responsibility for the nature of the content being exchanged using the NaukriBaroda.com Forum Chat.

## **Charges**

This Site reserves the right to charge subscription and/or membership fees in respect of any part, aspect of this Site upon reasonable prior notice. **NAUKRIBARODA.COM** reserves its right to terminate your account without any prior notice for any violation of the Terms of Use. All content posted by you becomes the property of **NAUKRIBARODA.COM** and you agree to grant/assign the royalty free, perpetual right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such content (in whole or part) worldwide and/or to incorporate it in other works in any form, media, or technology now known or later developed.

## **Disclaimer of Warranties and Liability**

All the contents of this site are only for general information or use. They do not constitute advice and should not be relied upon in making (or refraining from making) any decision. Any specific advice or replies to queries in any part of the site is/are the personal opinion of such experts/consultants/persons and are not subscribed to by this site. The information from or through this site is provided on "AS IS" basis, and all warranties, expressed or implied of any kind, regarding any matter pertaining to any goods, service or channel, including without limitation, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement are disclaimed and excluded. Certain links on the site lead to resources located on servers maintained by third parties over whom **NAUKRIBARODA.COM** has no control or connection, business or otherwise as these sites are external to **NAUKRIBARODA.COM** you agree and understand that by visiting such sites you are beyond the **NAUKRIBARODA.COM** website. **NAUKRIBARODA.COM** therefore neither endorses nor offers any judgment or warranty and accepts no responsibility or liability for the authenticity/availability of any of the goods/services/or for any damage, loss or harm, direct or consequential or any violation of local or international laws that may be incurred by your visit and/or transaction/s on these sites.

## **Advertising Material**

Part of the site contains advertising/other material submitted to **NAUKRIBARODA.COM** by third parties. Responsibility for ensuring that material submitted for inclusion on the site complies with applicable International and National law is exclusively on the advertisers and **NAUKRIBARODA.COM** will not be responsible for any claim, error, omission or inaccuracy in advertising material. **NAUKRIBARODA.COM** reserves the right to omit, suspend or change the position of any advertising material submitted for insertion. Acceptance of advertisements on the site will be subject to **NAUKRIBARODA.COM** terms and conditions which are available on request.

## **Force Majeure**

**NAUKRIBARODA.COM** shall have no liability to you for any interruption or delay in access to the site irrespective of the cause.

## **Indian Law**

The agreement shall be governed by the laws of India. The Courts of law at Ontario shall have exclusive jurisdiction over any disputes arising under this agreement.

## 5. Hot Vacancies Subscriptions

1. **NAUKRIBARODA.COM** shall place the information relating to vacancies in the hot vacancies & such other segregate sections on the website **NAUKRIBARODA.COM** or such other mirror or parallel site(s) or in allied publications as **NAUKRIBARODA.COM** may deem fit and proper but such additional web hosting shall be without any extra cost to the subscriber/user.
2. Each insertion so displayed in the hot vacancies and segregate vacancy section of the site **NAUKRIBARODA.COM** shall be for a fixed period (currently 30 days), which period is subject to change without prior notice.
3. The subscriber/recruiter will provide up to a maximum of 5 email ids for vacancies posted on **NAUKRIBARODA.COM** in the hot vacancies and segregate section to collect response(s) if any. The contact information given by the subscriber for all listing should be the same and the subscriber cannot give multiple contact information/data for the purpose of listing.
4. By posting/uploading a job posting on the website you confirm that you have obtained all licenses/permits as are necessary for recruitment and to indemnify **NAUKRIBARODA.COM** against all claims, damages arising out of actions/claims that may be made in relation to the same.
5. **NAUKRIBARODA.COM** has the right to make all such modifications/editing of the vacancy details in order to fit its database.
6. **NAUKRIBARODA.COM** reserves its right to reject any insertion or information /data provided by the subscriber without assigning any reason either before uploading or after uploading the vacancy details, but in such an eventuality, any amount so paid for, may be refunded to the subscriber on a pro-rata basis at the sole discretion of **NaukriBaroda.com**.
7. All information intimated by the client and displayed by **NAUKRIBARODA.COM** on **NAUKRIBARODA.COM** (**PKP India Corporation**) becomes public knowledge and **NAUKRIBARODA.COM** may at its sole

discretion include the vacancy intimated by a client for display on **NAUKRIBARODA.COM** in any other media including the print media at no extra costs to the client and **NAUKRIBARODA.COM** cannot be held liable for usage/publicity of such information.

8. **NAUKRIBARODA.COM** offers neither guarantee nor warranties that there would be a satisfactory response or any response at all once the job vacancy is put on display.
9. **NAUKRIBARODA.COM** shall in no way be held liable for any information received by the subscriber and it shall be the sole responsibility of the subscriber to check, authenticate and verify the information/response received at its own cost and expense.
10. **NAUKRIBARODA.COM** would not be held liable for any loss of data technical or otherwise, information, particulars supplied by the customers due to reasons beyond its control like corruption of data or delay or failure to perform as a result of any causes or conditions that are beyond NaukriBaroda.com It's reasonable control including but not limited to strike, riots, civil unrest, Govt. policies, tampering of data by unauthorized persons like hackers, war and natural calamities.
11. The subscriber/recruiter shall give an undertaking to **NAUKRIBARODA.COM** that the jobs sought to be advertised on the 'Hot Vacancies' and 'Segregate' sections of **NAUKRIBARODA.COM** are in existence, genuine and the subscriber has the authority to advertise the jobs.
12. **NAUKRIBARODA.COM** will commence providing the services only upon receipt of amount/charges upfront either from the subscriber or from a third party on behalf of the subscriber.
13. The subscriber/recruiter must give an undertaking to **NAUKRIBARODA.COM** that there will be no fee charged from any person who responds to jobs advertised on the 'Hot Vacancy' and 'Segregate' sections of **NAUKRIBARODA.COM** for processing of such person.
14. **NAUKRIBARODA.COM** reserves its right to change the look, feel, design, prominence, depiction, classification of the segregate and/or hot vacancies section of **NAUKRIBARODA.COM** at any time without assigning any reason and without giving any notice.
15. The subscriber to this service shall be entitled to such number of listings during the period of subscription as may be agreed upon.
16. This subscription is neither re-saleable nor transferable by the subscriber to any other person, corporate body, and firm or individual.

17. The subscriber shall be assigned a password(s) by **NAUKRIBARODA.COM** to enable the subscriber to post vacancies on the site in agreed upon section(s), but the sole responsibility of the safe custody of the password shall be that of the subscriber and **NAUKRIBARODA.COM** shall not be responsible for data loss/theft of data/corruption of data or the wrong usage/misuse of the password and any damage or leak of information and its consequential usage by a third party. **NAUKRIBARODA.COM** undertakes to take all reasonable precautions at its end to ensure that there is no leakage/misuse of the password granted to the subscriber.
18. The User of these services does not claim any copyright or other Intellectual Property Right over the data uploaded by him/her on the website
19. All disputes arising out of the transactions between a user and **NAUKRIBARODA.COM** will be resolved in accordance with the laws of India as applicable.
20. All disputes arising out of the transactions between a user and **NAUKRIBARODA.COM** will be subject to the jurisdiction of courts situated in Ontario alone.

## 6. Job pool

1. **NAUKRIBARODA.COM** shall place the information relating to vacancies in the Hot Vacancies & such other Segregate sections on the website **NAUKRIBARODA.COM** or such other mirror or parallel site(s) or in allied publications as **NAUKRIBARODA.COM** may deem fit and proper but such additional web hosting shall be without any extra cost to the subscriber/user.
2. Each insertion so displayed in the segregate and hot vacancies section of **NAUKRIBARODA.COM** shall be for a fixed period (currently 30 days), which period is subject to change without notice.
3. The Subscriber/Recruiter will provide up to a maximum of 5 email ids for vacancies posted on **NAUKRIBARODA.COM** in the segregate and hot vacancies section to collect response(s) if any. The contact information given by the subscriber for all listing should be the same and the subscriber cannot give multiple contact information/data for the purpose of listing.
4. **NAUKRIBARODA.COM** reserves its right to reject any insertion or information/data provided by the subscriber without assigning any reason either before uploading or after uploading the vacancy details, but in such an eventuality, any amount so paid for, may be

refunded to the subscriber on a pro-rata basis at the sole discretion of NaukriBaroda.com IT.

5. By posting/uploading a job posting on the website you confirm that you have obtained all licenses/permits as are necessary for recruitment and to indemnify NAUKRIBARODA.COM against all claims, damages arising out of actions/claims that may be made in relation to the same.
6. **NAUKRIBARODA.COM** has the right to make all such modifications/editing of the vacancy details in order to fit its database
7. **NAUKRIBARODA.COM** offers neither guarantee nor warranties that there would be a satisfactory response or any response at all once the job vacancy is put on display.
8. All information intimated by the client and displayed by **NAUKRIBARODA.COM** on **NAUKRIBARODA.COM(PKP India Corporation)** becomes public knowledge and **NAUKRIBARODA.COM** may at its sole discretion include the vacancy intimated by a client for display on **NAUKRIBARODA.COM** in any other media including the print media at no extra costs to the client and **NAUKRIBARODA.COM** cannot be held liable for usage/publicity of such information.
9. **NAUKRIBARODA.COM** shall in no way be held liable for any information received by the subscriber and it shall be the sole responsibility of the subscriber to check, authenticate and verify the information/response received at its own cost and expense.
10. **NAUKRIBARODA.COM** would not be held liable for any loss of data technical or otherwise, information, particulars supplied by the customers due to the reasons beyond its control like corruption of data or delay or failure to perform as a result of any causes or conditions that are beyond NaukriBaroda.com. It's reasonable control including but not limited to strike, riots, civil unrest, Govt. policies, tampering of data by unauthorized persons like hackers, war and natural calamities.
11. The subscriber/Recruiter shall give an undertaking to **NAUKRIBARODA.COM** that the jobs sought to be advertised on the 'Job Gallery' 'Hot Vacancies' and 'Segregate' sections of **NAUKRIBARODA.COM** are in existence, genuine and the subscriber has the authority to advertise the jobs.
12. **NAUKRIBARODA.COM** will commence providing the services only upon receipt of amount/charges upfront either from the subscriber or from a third party on behalf of the subscriber.
13. The subscriber/recruiter must give an undertaking to **NAUKRIBARODA.COM** that there will be no fee charged from any person who responds to jobs advertised on the 'Job



Gallery' 'Hot Vacancy' and 'Segregate' sections of **NAUKRIBARODA.COM** for processing of such person.

14. **NAUKRIBARODA.COM** reserves its right to change the look, feel, design, prominence, depiction, classification of any section of **NAUKRIBARODA.COM** at any time without assigning any reason and without giving any notice.
15. The subscriber to this service shall be entitled to such number of listings during the period of subscription as may be agreed upon.
16. This subscription is neither re-saleable nor transferable by the subscriber to any other person, corporate body, and firm or individual.
17. This service entitles one company/entity alone to put up a micro site within the domain of **NAUKRIBARODA.COM** having a maximum size of 10 K during the validity period of subscription.
18. The subscriber shall be assigned a password (s) by **NAUKRIBARODA.COM** to enable the subscriber to post vacancies on the site in agreed upon section(s), but the sole responsibility of the safe custody of the password shall be that of the subscriber and **NAUKRIBARODA.COM** shall not be responsible for data loss/theft of data/corruption of data or the wrong usage/misuse of the password and any damage or leak of information and its consequential usage by a third party. **NAUKRIBARODA.COM** undertakes to take all reasonable precautions at its end to ensure that there is no leakage/misuse of the password granted to the subscriber.
19. The User of these services does not claim any copyright or other Intellectual Property Right over the data uploaded by him/her on the website.
20. All disputes arising out of the transactions between a user and **NAUKRIBARODA.COM** will be resolved in accordance with the laws of India as applicable.
21. All disputes arising out of the transactions between a user and **NAUKRIBARODA.COM** will be subject to the jurisdiction of courts situated in Ontario alone.

## 7. Manual Filtering

1. **NAUKRIBARODA.COM** agrees to provide the service to the subscriber only for the duration and the number of vacancies contracted for, to the best of its ability and **NAUKRIBARODA.COM** shall in no way be held liable for any information received

by the subscriber and it shall be the sole responsibility of the subscriber to check, authenticate and verify the information/response received at its own cost and expense.

2. **NAUKRIBARODA.COM** will make best efforts to use the parameters provided by the subscriber to short list, but takes no responsibility for the accuracy of the short listing based on the parameters for selection as specified by the subscriber
3. **NAUKRIBARODA.COM** would not be held liable for any loss of data technical or otherwise, information, particulars supplied by the customers due to the reasons beyond its control like corruption of data or delay or failure to perform as a result of any causes or conditions that are beyond NaukriBaroda.com. It's reasonable control including but not limited to strike, riots, civil unrest, Govt. policies, tampering of data by unauthorized persons like hackers, war and natural calamities
4. **NAUKRIBARODA.COM** will commence providing services only upon receipt of amount/charges upfront either from the subscriber or from a third party on behalf of the subscriber. The payment for service once subscribed to by the subscriber is not refundable and any amount paid shall stand appropriated.
5. This subscription is neither re-saleable nor transferable by the subscriber to any other person, corporate body, firm or individual
6. The user of these services does not claim any copyright or other Intellectual Property Right over the data uploaded by him/her on the website
7. It is the responsibility of Job Seekers to verify the correctness and authenticity of the claims made by recruiters. We merely act as facilitators and do not as agents for any recruiter.
8. Payments to recruiters are not advised and shall be at your own risk.
9. All disputes arising out of the transactions between a user and **NAUKRIBARODA.COM** will be resolved in accordance with the laws of India as applicable.
10. All disputes arising out of the transactions between a user and **NAUKRIBARODA.COM** will be subject to the jurisdiction of courts situated in Ontario alone.

## 8. Display of Banners

1. **NAUKRIBARODA.COM** agrees to provide the service to the subscriber only for the duration or the number of impressions contracted for, to the best of its ability.

2. **NAUKRIBARODA.COM** will display the banners on all the relevant/specified sections of the site on a rotation basis
3. **NAUKRIBARODA.COM** reserves its right to reject any insertion or information/data provided by the subscriber without assigning any reason, but in such an eventuality, any amount so paid for, may be refunded to the subscriber on a pro-rata basis at the sole discretion of **NAUKRIBARODA.COM** .
4. **NAUKRIBARODA.COM** offers no guarantee or warranties that there would be a satisfactory response or any response at all once the banners are put on display.
5. **NAUKRIBARODA.COM** would not be held liable for any loss of data technical or otherwise, information, particulars supplied by the customers due to the reasons beyond its control like corruption of data or delay or failure to perform as a result of any causes or conditions that are beyond NaukriBaroda.com. It's reasonable control including but not limited to strike, riots, civil unrest, Govt. policies, tampering of data by unauthorized persons like hackers, war and natural calamities.
6. **NAUKRIBARODA.COM** will commence providing services only upon receipt of amount/charges upfront either from the subscriber or from a third party on behalf of the subscriber
7. This subscription is neither re-saleable nor transferable by the subscriber to any other person, corporate body, firm or individual
8. The subscriber/recruiter/advertiser must give an undertaking to **NAUKRIBARODA.COM** that there will be no fee charged from any person who responds to jobs advertised on **NAUKRIBARODA.COM** for processing of applications/responses from such person.
9. The User of these services does not claim any Copyright, Trade Mark or other Intellectual Property Right over the data uploaded by him/her on the website. The banners displayed on NaukriBaroda.com shall be prepared as per the instructions received from the users, **NAUKRIBARODA.COM** shall not be responsible for the user's misappropriation of the Trade Mark/ Copyright or any other Intellectual Property Right sought to be passed off as that of the user.
10. All disputes arising out of the transactions between a user and **NAUKRIBARODA.COM** will be resolved in accordance with the laws of India as applicable.
11. All disputes arising out of the transactions between a user and **NAUKRIBARODA.COM** will be subject to the jurisdiction of courts situated in Ontario alone.

## 9. Committed service for committed period

1. **NAUKRIBARODA.COM** agrees to provide the service to the subscriber only for the duration contracted for to the best of its ability.
2. **NAUKRIBARODA.COM** reserves its right to suspend/terminate the services contracted for by the subscriber either prior to or during the contracted period without assigning any reason. In such an eventuality, any amount so paid for by the subscriber for this service, may be refunded by **NAUKRIBARODA.COM** to the subscriber at the discretion of NaukriBaroda.com.
3. **NAUKRIBARODA.COM** offers no guarantee nor warranties that there would be a satisfactory response or any response at all subscriber for applications received using the e-Apps software
4. **NAUKRIBARODA.COM** shall in no way be held liable for any information received by the subscriber and it shall be the sole responsibility of the subscriber to check, authenticate and verify the information/response received at its own cost and expense
5. **NAUKRIBARODA.COM** would not be held liable for any loss of data technical or otherwise, information, particulars supplied by the customers due to the reasons beyond its control like corruption of data or delay or failure to perform as a result of any causes or conditions that are beyond NaukriBaroda.com. It's reasonable control including but not limited to strike, riots, civil unrest, Govt. policies, tampering of data by unauthorized persons like hackers, war and natural calamities
6. **NAUKRIBARODA.COM** will commence providing services only upon receipt of amount/charges upfront either from the subscriber or from a third party on behalf of the subscriber
7. The subscriber/recruiter shall give an undertaking to **NAUKRIBARODA.COM** that the jobs sought to be advertised on the **NAUKRIBARODA.COM** are in existence, genuine and the subscriber has the authority to recruit /advertise for such vacancies
8. **NAUKRIBARODA.COM** reserves its right to change the look, feel, design, prominence, depiction, classification of any section of **NAUKRIBARODA.COM** at any time without assigning any reason and without giving any notice
9. The subscriber/recruiter must give an undertaking to **NAUKRIBARODA.COM** that there will be no fee charged from any person who responds to jobs advertised on **NAUKRIBARODA.COM** for processing of such person.

10. The subscriber can store data at the **NAUKRIBARODA.COM** server which shall not be in excess of 10 MB during the validity period of the subscription. **NAUKRIBARODA.COM** will not be responsible for restoring data against subscriptions that have expired or for vacancies that have been removed.
11. This subscription is neither re-saleable nor transferable by the subscriber to any other person, corporate body, and firm or individual.
12. The subscriber shall be assigned a password(s) by **NAUKRIBARODA.COM** to enable the subscriber to access all the information received through the software, but the sole responsibility of the safe custody of the password shall be that of the subscriber and **NAUKRIBARODA.COM** shall not be responsible for data loss/theft of data/corruption of data or the wrong usage/misuse of the password and any damage or leak of information and its consequential usage by a third party. **NAUKRIBARODA.COM** undertakes to take all reasonable precautions at its end to ensure that there is no leakage/misuse of the password granted to the subscriber.
13. The User of these services does not claim any copyright or other Intellectual Property Right over the data uploaded by him/her on the website.
14. All disputes arising out of the transactions between a user and **NAUKRIBARODA.COM** will be resolved in accordance with the laws of India as applicable.
15. All Disputes arising out of the transactions between a user and **NAUKRIBARODA.COM** will be subject to the jurisdiction of Courts situated in Ontario alone.

## 10. Wisdata

1. **NAUKRIBARODA.COM** agrees to provide the service to the subscriber only for the duration contracted for to the best of its ability
2. **NAUKRIBARODA.COM** reserves its right to suspend/terminate the services contracted for by the subscriber either prior to or during the contracted period without assigning any reason. In such an eventuality, any amount so paid for by the subscriber for this service, may be refunded by **NAUKRIBARODA.COM** at a prorata basis to the subscriber at its discretion. The subscriber shall be entitled to one user name/password to access the WISDATA service alone and additional user names/passwords may be provided by **NAUKRIBARODA.COM** on such terms and conditions as may be mutually agreed upon.

3. **NAUKRIBARODA.COM** offers no guarantee or warranties that there would be a satisfactory response or any response at all subscriber for applications received using the WISDATA software.
4. **NAUKRIBARODA.COM** shall in no way be held liable for any information received by the subscriber and it shall be the sole responsibility of the subscriber to check, authenticate and verify the information/response received at its own cost and expense.
5. **NAUKRIBARODA.COM** would not be held liable for any loss of data technical or otherwise, information, particulars supplied by the customers due to the reasons beyond its control like corruption of data or delay or failure to perform as a result of any causes or conditions that are beyond NaukriBaroda.com It's reasonable control including but not limited to strike, riots, civil unrest, Govt. policies, tampering of data by unauthorized persons like hackers, war and natural calamities
6. **NAUKRIBARODA.COM** will commence providing services only upon receipt of amount/charges upfront either from the subscriber or from a third party on behalf of the subscriber
7. The subscriber/recruiter shall give an undertaking to **NAUKRIBARODA.COM** that the jobs sought to be filled through **NAUKRIBARODA.COM** are in existence, genuine and the subscriber has the authority to recruit/advertise for such vacancies. Also the subscriber undertakes that the database will be used to contact candidates for jobs only.
8. **NAUKRIBARODA.COM** reserves its right to change the look, feel, design, prominence, depiction, classification of any section of **NAUKRIBARODA.COM** at any time without assigning any reason and without giving any notice.
9. The subscriber/recruiter must give an undertaking to **NAUKRIBARODA.COM** that there will be no fee charged from any person who is contacted through WISDATA for processing of such person.
10. This subscription is neither re-saleable nor transferable by the subscriber to any other person, corporate body, firm or individual concern.
11. The subscriber shall be assigned a password (s) by **NAUKRIBARODA.COM** to enable the subscriber to access all the information received through the software, but the sole responsibility of the safe custody of the password shall be that of the subscriber and **NAUKRIBARODA.COM** shall not be responsible for data loss/theft of data/corruption of data or the wrong usage/misuse of the password and any damage or leak of information and its consequential usage by a third party. **NAUKRIBARODA.COM** undertakes to take all reasonable precautions at its end to ensure that there is no leakage/misuse of the password granted to the subscriber.

12. The information on **NAUKRIBARODA.COM** is for use by its subscribers alone and does not authorize the subscriber to download and use the data for commercial purposes. In case anyone is found to be in violation of this then **NAUKRIBARODA.COM** at its discretion may suspend its service/subscription and also may take such action as it may be advised.
13. The subscriber shall not use/circulate/forward a person's resume hosted on the NaukriBaroda.com Network/Resumes to his/her current employer as mentioned by the person in his/her resume.
14. The User of these services does not claim any copyright or other Intellectual Property Right over the data uploaded by him or on his behalf on the website or supplied to **NAUKRIBARODA.COM**.
15. All disputes arising out of the transactions between a user and **NAUKRIBARODA.COM** will be resolved in accordance with the laws of India as applicable.
16. All Disputes arising out of the transactions between a user and **NAUKRIBARODA.COM** will be subject to the jurisdiction of Courts situated in Ontario alone.

**Wisdata:** NaukriBaroda.com resume database from where all resumes can be accessed.

The subscriber of **WISDATA** at **NAUKRIBARODA.COM** is subject to the **Anti-Spam Policy** given below:

#### **ANTI SPAM POLICY**

The use and access to WISDATA database is subject to this policy. The services provided to you are aimed at providing recruitment solutions and should be restricted to contacting suitable candidates for genuine jobs in existence.

Mailing practices such as transmitting marketing and promotional mailers/ offensive messages/ messages with misleading subject lines in order to intentionally obfuscate the original message, are strictly prohibited.

We reserve the right to terminate services, without prior notice, to the originator of Spam. No refund shall be admissible under such circumstances.

Following is an illustrative (not exhaustive) list of the kinds of messages which can be segregate as spam:

1. Unsolicited bulk messages/Unsolicited commercial messages.

2. Non job related mails.
3. Messages with misleading subject lines.
4. Blank messages.
5. Extra ordinary high number of mails.
6. Mails soliciting payments.
7. Misleading/Fraudulent mails.

Users agree to indemnify and hold harmless **NAUKRIBARODA.COM (India) Limited** from any damages or claims arising out of usage of their WISDATA accounts for transmitting spam.

Users are advised to change their passwords frequently in order to reduce the possibility of misuse of their accounts.

## 11. Individual services without clubs

1. SMS packs once bought will have minimum validity for a period of 3 months but cannot be refunded or exchanged for any other **NAUKRIBARODA.COM** products.
2. SMS packs will not be clubbed with any other **NAUKRIBARODA.COM** products.
3. Instant recruit (from WISDATA\*) can only be used as long as recruiter has a live subscription to the WISDATA. In case subscription to WISDATA\* has expired then recruiter will not be able to send SMS until WISDATA is renewed (even if the recruiter has balance SMS).
4. However SMS not used will remain with the recruiter and the recruiter can use the same once he renews the WISDATA\*.
5. In instant recruit, recruiters can SMS only those candidates on that search page that show up post conducting search.
6. A minimum of 1000 SMS need to be purchased in one go and thereafter in multiples thereof.
7. Recruiters at all times should try and ensure that SMS are being sent to relevant candidates to get maximum response.
8. **NAUKRIBARODA.COM** reserves the right to scan all content being sent out on SMS and block SMS if necessary if content of the SMS is deemed as spam or any non-recruitment content whatsoever.



9. **NAUKRIBARODA.COM** reserves the right to regulate number of SMS sent out to a particular profile on a particular day (this is to safeguard consumer interests in case consumer is getting spammed by some recruiter)
10. While, **NAUKRIBARODA.COM** will try its utmost best to try and deliver all SMS sent out, it does not take any responsibility for SMS not delivered (which may be on account of phones being out of order, operator network problems, SIM cards not being used anymore etc. It does take the responsibility of the SMS leaving its vendor SMS gateway.
11. **NAUKRIBARODA.COM** reserves the right to change, withdraw, terminate the scope and scale of service at any point of time, without any reason whatsoever.
12. SMS being sent out after 7 in the night will cue up in the **NAUKRIBARODA.COM** system and will be delivered to candidates after 8 in the morning (this is in keeping with telecom regulations).
13. The service is available across all operators in India only.
14. For candidates who will reply to these SMS, VAS rates as levied by their respective operator would be applicable. For further details please contact your respective mobile operator.

## 12. Resume exposure

1. **NAUKRIBARODA.COM** agrees to provide the service to the subscriber only for the duration contracted for to the best of its ability.
2. **NAUKRIBARODA.COM** reserves its right to suspend/terminate the services contracted for by the subscriber either prior to or during the contracted period without assigning any reason. In such an eventuality, any amount so paid for by the subscriber for this service, may be refunded by **NAUKRIBARODA.COM** to the subscriber at the discretion of NaukriBaroda.com IT.
3. **NAUKRIBARODA.COM** offers no guarantee or warranties that there would be a satisfactory response or any response at all subscriber for applications received using the e-Apps software.
4. **NAUKRIBARODA.COM** shall in no way be held liable for any information received by the subscriber and it shall be the sole responsibility of the subscriber to check, authenticate and verify the information/response received at its own cost and expense.
5. **NAUKRIBARODA.COM** would not be held liable for any loss of data technical or otherwise, information, particulars supplied by the customers due to the reasons beyond

its control like corruption of data or delay or failure to perform as a result of any causes or conditions that are beyond NaukriBaroda.com IT's reasonable control including but not limited to strike, riots, civil unrest, Govt. policies, tampering of data by unauthorized persons like hackers, war and natural calamities.

6. **NAUKRIBARODA.COM** will commence providing services only upon receipt of amount/charges upfront either from the subscriber or from a third party on behalf of the subscriber.
7. The subscriber/recruiter shall upload resumes of existing job seekers and the subscriber has the authority to upload the said details of the individual in question.
8. Uploading of existing members of **NAUKRIBARODA.COM** by subscribers is prohibited.
9. The subscriber shall be assigned a password(s) by **NAUKRIBARODA.COM** to enable the subscriber to access all the information received through the software, but the sole responsibility of the safe custody of the password shall be that of the subscriber and **NAUKRIBARODA.COM** shall not be responsible for data loss/theft of data/corruption of data or the wrong usage/misuse of the password and any damage or leak of information and its consequential usage by a third party. **NAUKRIBARODA.COM** undertakes to take all reasonable precautions at its end to ensure that there is no leakage/misuse of the password granted to the subscriber.
10. The User of these services does not claim any copyright or other Intellectual Property Right over the data uploaded by him/her on the website.
11. All disputes arising out of the transactions between a user and **NAUKRIBARODA.COM** will be resolved in accordance with the laws of India as applicable.
12. All disputes arising out of the transactions between a user and **NAUKRIBARODA.COM** will be subject to the jurisdiction of Courts situated in Ontario alone.

**Note:** The terms in this agreement may be changed by **NAUKRIBARODA.COM** at any time. **NAUKRIBARODA.COM** is free to offer its services to any client/prospective client without restriction.