

## **TERMS AND CONDITIONS**

These terms and conditions of <https://www.cphrservices.in> (the “**Website**”) (as defined below) between CP HR Services Pvt. Ltd or (hereinafter referred to as “**CP HR Services Pvt. Ltd**”) and the users / registrants of the Website. (“**You**” or “**Your**” or “**Yourself**” or “**User**”) describe the terms on which CP HR Services Pvt. Ltd offers you access to the Website and the Services (as defined below) through the Website.

Please read the terms and conditions carefully before using or registering on the Website or accessing any material, information or services through the website. Your use of the website or the services provided by the website shall signify your acceptance of the terms and conditions and your agreement to be legally bound by the same.

### **1. Acceptance of terms**

CP HR Services Pvt. Ltd provides its services to you, subject to the following terms and conditions, which may be updated by us from time to time without prior notice to you.

You can review the most current version of the terms and conditions at any time.

In addition, when using particular services of CP HR Services Pvt. Ltd, you and CP HR Services Pvt. Ltd shall be subject to any posted guidelines or rules applicable to such services which may be posted from time to time.

All such guidelines or rules are hereby incorporated by reference into the terms and conditions. CP HR Services Pvt. Ltd also may offer other services from time to time that are governed by different Terms and Conditions.

As you start using CP HR Services Pvt. Ltd, it is deemed and that you have read and understood all the user related policies of CP HR Services Pvt. Ltd (means and includes Privacy Policy, Terms and Conditions Policy, Copyright Policy and any other policies added by CP HR Services Pvt. Ltd from time to time). In cases where CP HR Services Pvt. Ltd themselves add a member out of business requirement on its web portal/website and at such other places in pursuance of business requirement and duties under any agreement/contract and the member start using service/s as a result of that, the same shall be construed as acceptance of all the user related policies of CP HR Services Pvt. Ltd.

### **2. Description of services**

CP HR Services Pvt. Ltd currently provides users Recruitment, Consultation and Certification (the “**Service**”). You also understand and agree that the Service may include advertisements and that these advertisements are necessary for CP HR Services Pvt. Ltd to provide the Service.

You also understand and agree that the Service may include certain communications from CP HR Services Pvt. Ltd, such as service announcements, administrative messages, newsletters, etc. and that these communications are considered a part of CP HR Services Pvt. Ltd membership and you will not be able to opt out of receiving them if you wish to use services provided by CP HR Services Pvt. Ltd. In case if you wish to opt out of receiving any communication by CP HR Services Pvt. Ltd, please contact us on [info@cphrservices.in](mailto:info@cphrservices.in)

Unless explicitly stated otherwise, any new features that augments or enhances the current Service, including the release of new version/s, shall be subject to this terms and conditions. You understand and agree that the Service is provided “AS-IS” and that CP

HR Services Pvt. Ltd assumes no responsibility for the timeliness, deletion, misdelivery or failure to store any user communications or personalization settings.

You are responsible for obtaining access to the Service and that access may involve third party fees (such as Internet service provider or airtime charges). You are responsible for those fees, including those fees associated with the display or delivery of advertisements. In addition, you must provide and are responsible for all equipment necessary to access the Service.

### **3. Your registration obligations**

In consideration of your use of the Service, you agree to –

- a. Provide true, accurate, current, and complete information about yourself as prompted by the Service’s registration form (such information being the “Registration Data”); and
- b. Maintain and promptly update the Registration Data to keep it true, accurate, current, and complete.

If you provide any information that is untrue, inaccurate, not current or incomplete, or CP HR Services Pvt. Ltd has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, CP HR Services Pvt. Ltd has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof).

CP HR Services Pvt. Ltd is concerned about the safety and privacy of all its users, particularly of children. For this reason, we advise that parents of children under the age of 18 who wish to allow their children access to the Service should accompany them while using CP HR Services Pvt. Ltd .

Please remember that the Service is designed to appeal to a broad audience. Accordingly, as the legal guardian, it is your responsibility to determine whether any of the Services and/or content (as defined in Section 6 below) are appropriate for your child.

### **4. CP HR Services Pvt. Ltd privacy policy**

Registration data and certain other information about you are subject to our Privacy Policy. For more information, check our privacy policy on the website.

### **5. Member account, password and security**

You will receive a password and account designation upon completing the Service’s registration process. You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your password or account.

**You agree to –**

- a. Immediately notify CP HR Services Pvt. Ltd of any unauthorized use of your password or account or any other breach of security, and
- b. Ensure that you exit from your account at the end of each session. CP HR Services Pvt. Ltd cannot and will not be liable for any loss or damage arising from your failure to comply with this provision.

### **6. Member conduct**

You understand that all information, data, text, software, music, sound, photographs, graphics, video, messages or other materials ("Content")<sup>1</sup>, whether publicly posted or privately transmitted, are the sole responsibility of the person from which such content is originated. This means that you, and not CP HR Services Pvt. Ltd, are entirely responsible for all content that you upload, post, email, transmit or otherwise make available via the Service. CP HR Services Pvt. Ltd does not control the Content posted via the Service and, as such, does not guarantee the accuracy, integrity or quality of such Content. You understand that by using the Service, you may be exposed to Content that is offensive, indecent or objectionable.

Under no circumstances will CP HR Services Pvt. Ltd be liable in any way for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Service.

**You agree to not use the Service to –**

- Defame, abuse, harass, threaten or otherwise violate the legal rights of others;
- Impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information through any bookmark, tag or keyword;
- Upload any material/information that contain software or other tangible or intangible content protected by applicable intellectual property laws unless you own or control the rights thereto or have received all necessary consents;
- Upload or distribute files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of the Service;
- Engage in any activity that interferes with or disrupts access to the Service or the servers and networks which are connected to the Service;
- Attempt to gain unauthorized access to any portion or feature of the Service, any other systems or networks connected to the Service, any servers on which our data is hosted, or to any other resources connected or related to CP HR Services Pvt. Ltd , by hacking, password mining or by any other illegitimate means;
- Probe, scan or test the vulnerability of the Service or any network connected to the Service, nor breach the security or authentication measures on the Service or any network connected to the Service. You may not reverse look-up, trace or seek to trace any information on any other user, of or visitor to, the Service, or any other customer of CP HR Services Pvt. Ltd , including any CP HR Services Pvt. Ltd Account not owned by You, to its source, or exploit the Service or information made available or offered by or through the Service, in any way whether or not the purpose is to reveal any information, including but not limited to personal identification information, other than your own information, as provided for by the CP HR Services Pvt. Ltd ;
- Disrupt or interfere with the security of, or otherwise cause harm to the systems resources, accounts, passwords, servers or networks that are related to or connected to or accessible through the Service or any affiliated or linked sites;
- Collect or store data about other users in connection with the prohibited conduct and activities as set forth in the Dream's policies;

- Use any device or software to interfere or attempt to interfere with the proper working of the Service or any transaction being conducted on the Service, or with any other person's use of the Service;
- Use the Service or any material or Content for any purpose that is unlawful or prohibited by this Policy, or to solicit the performance of any illegal activity or other activity which infringes the rights of CP HR Services Pvt. Ltd or other third parties;
- Conduct or forward surveys, contests, pyramid schemes or chain letters;
- Download any file posted by another user of a Service that you know, or reasonably should know, that it cannot be legally distributed in such manner;
- Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded;
- Violate any code of conduct or other guidelines, which may be applicable for or to any particular Service;
- Violate any applicable laws or regulations for the time being in force within or outside India; or violate this or any other applicable Policy of CP HR Services Pvt. Ltd contained herein or elsewhere; and
- Reverse engineer, modify copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information or software obtained from the Service.

You can contact us on following email address along with appropriate evidences if you come across any objectionable content as aforementioned – [info@cphrservices.in](mailto:info@cphrservices.in). We will ensure that the same shall be removed within 30 days if found appropriate to be removed.

You acknowledge that CP HR Services Pvt. Ltd does not pre-screen content before it is uploaded, but that CP HR Services Pvt. Ltd and its designees shall have the right (but not the obligation) in their sole discretion to refuse or move any content that is available via Service. Without limiting the foregoing, CP HR Services Pvt. Ltd and its designees shall have the right to remove any content that violates the Terms and Conditions or is otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, you acknowledge that you may not rely on any content created by CP HR Services Pvt. Ltd or submitted to CP HR Services Pvt. Ltd, including without limitation information in all parts of the Service.

You acknowledge and agree that CP HR Services Pvt. Ltd may preserve Content and may also disclose Content if required to do so by the law or in the good faith and under the belief that such preservation or disclosure is reasonably necessary to –

- s. Comply with legal process;
- t. Enforce the Terms and Conditions;
- u. Respond to claims that any Content violates the rights of third-parties; or
- v. Protect the rights, property, or personal safety of CP HR Services Pvt. Ltd, it's users and the public.

You understand that the technical processing and transmission of the Service, including your content, may involve –

- w. Transmissions over various networks; and

- x. Changes to conform and adapt to technical requirements of connecting networks or devices.

**7. Special admonitions for international use**

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from India or the country in which you may reside.

**8. Content submitted or made available for inclusion on the service**

CP HR Services Pvt. Ltd does not claim ownership over the content you submit or make available for inclusion on the Service. However, with respect to the content you submit or make available for inclusion on publicly accessible areas of the Service, you grant CP HR Services Pvt. Ltd the following world-wide, royalty free and non-exclusive license(s) –

- With respect to the content you submit or make available for inclusion on publicly accessible areas of Service, perpetual, irrevocable and fully sub-licensable license to use, distribute, reproduce, modify, adapt, publish, translate, publicly perform and publicly display such content (in whole or in part) and to incorporate such content into other works in any format or medium now known or later developed
- “Publicly accessible” areas of the Service are those areas of the CP HR Services Pvt. Ltd Service that are intended by CP HR Services Pvt. Ltd to be available to the general public. By way of example, publicly accessible areas of the Service would include CP HR Services Pvt. Ltd message boards, communities, groups, companies list, products list, leads lists and related webpages that are open to members and visitors, etc.

**9. Indemnity**

You agree to indemnify and hold CP HR Services Pvt. Ltd , and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys’ fees, made by any third party due to or arising out of the content you submit, post, transmit or make available through the Service, your use of the Service, your connection to the Service, your violation of the terms and conditions, or your violation of any rights of another.

**10. No resale of service**

You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the Service, use of the Service, or access to the Service.

**11. General practices regarding use and storage**

You acknowledge that CP HR Services Pvt. Ltd may establish general practices and limits concerning use of the Service, including without limitation the maximum number of days that email messages, message board postings or other uploaded content will be retained by CP HR Services Pvt. Ltd, the maximum space that will be allotted on CP HR Services Pvt. Ltd servers to you, etc.

You agree that CP HR Services Pvt. Ltd has no responsibility or liability for the deletion or failure to store any messages and other communications or other content maintained or transmitted by the Service. You acknowledge that CP HR Services Pvt. Ltd reserves the

right to log off accounts that are inactive for an extended period of time. You further acknowledge that CP HR Services Pvt. Ltd reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

## **12. Modifications to service**

CP HR Services Pvt. Ltd reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that CP HR Services Pvt. Ltd shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

## **13. Termination**

You agree that CP HR Services Pvt. Ltd, in its sole discretion, may terminate your password, account (or any part thereof) or use of the Service, and remove and discard any Content within the Service, for any reason, including, without limitation, for lack of use or if CP HR Services Pvt. Ltd believes that you have violated or acted inconsistently with the letter or spirit of CP HR Services Pvt. Ltd policies and processes. CP HR Services Pvt. Ltd may also in its sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice.

You agree that any termination of your access to the Service under any provision of this terms and conditions may be effected without prior notice.

You acknowledge and agree that CP HR Services Pvt. Ltd may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such information or files. Further, you agree that CP HR Services Pvt. Ltd shall not be liable to you or any third party for any termination of your access to the Service.

## **14. Dealings with advertisers**

Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the use of CP HR Services Pvt. Ltd Service, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser. You agree that CP HR Services Pvt. Ltd shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Service.

## **15. Links**

CP HR Services Pvt. Ltd or any third party on behalf of CP HR Services Pvt. Ltd may provide links to other World Wide Web sites or resources. Because CP HR Services Pvt. Ltd has no control over such sites and resources, you acknowledge and agree that CP HR Services Pvt. Ltd is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that CP HR Services Pvt. Ltd shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

## **16. CP HR Services Pvt. Ltd proprietary rights**

You acknowledge and agree that the Service and any necessary technology used in connection with the Service (“technology”) contain proprietary and confidential information that is protected by applicable intellectual property and other laws.

You further acknowledge and agree that content contained in sponsor advertisements or information presented to you through the Service or advertisers is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws.

Except as expressly authorized by CP HR Services Pvt. Ltd or advertisers, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Software, in whole or in part.

You agree not to modify the technology in any manner or form, or to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to the Service. You agree not to access the Service by any means other than through the interface that is provided by CP HR Services Pvt. Ltd for use in accessing the Service.

## **17. Disclaimer of warranties**

You expressly understand and agree that –

- . Your use of the Service is at your sole risk. The Service is provided on an “as is” and “as available” basis. CP HR Services Pvt. Ltd expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.
- a. CP HR Services Pvt. Ltd makes no warranty that –
  - i. the service will meet your requirements,
  - ii. the service will be uninterrupted, timely, secure, or error-free,
  - iii. the results that may be obtained from the use of the service will be accurate or reliable,
  - iv. the quality of any products, services, information, or other material purchased or obtained by you through the service will meet your expectations, and
  - v. Any errors in the software will be corrected.
- b. Any material downloaded or otherwise obtained through the use of the service is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material.
- c. No advice or information, whether oral or written, obtained by you from CP HR Services Pvt. Ltd or through or from the service shall create any warranty not expressly stated in the terms and conditions.

## **18. Limitation of liability**

You expressly understand and agree that CP HR Services Pvt. Ltd shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible

losses (even if CP HR Services Pvt. Ltd has been advised of the possibility of such damages), resulting from –

- . The use or the inability to use the service;
- a. The cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the service;
- b. Unauthorized access to or alteration of your transmissions or data;
- c. Statements or conduct of any third party on the service; or
- d. Any other matter relating to the service.

#### **19. Exclusions and limitations**

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages.

Accordingly, some of the above limitations of sections 17 and 18 may not apply to you.

#### **20. Special admonition for services relating to financial matters**

If you intend to create or join any service, receive or request any news, messages, alerts or other information from the Service concerning companies, stock quotes, investments or securities, please read the above Sections 17 and 18 again. They go doubly for you. In addition, for this type of information particularly, the phrase “*Let the investor beware*” is apt. The Service is provided for informational purposes only, and no content included in the Service is intended for trading or investing purposes. CP HR Services Pvt. Ltd and its licensors shall not be responsible or liable for the accuracy, usefulness or availability of any information transmitted or made available via the Service, and shall not be responsible or liable for any trading or investment decisions made based on such information.

#### **21. Notice**

Notices to you may be made via either email or regular mail. CP HR Services Pvt. Ltd may also provide notices of changes to the terms and conditions or other matters by displaying notices or links to notices to you generally on the Service.

#### **22. Trademark information**

The logo of CP HR Services Pvt. Ltd, products and service names are trademarks of CP HR Services Pvt. Ltd. Without CP HR Services Pvt. Ltd.’s prior permission, you agree not to use or display such marks in any manner.

#### **23. Copyrights and Copyright Agents**

CP HR Services Pvt. Ltd respect the intellectual property of others, and we ask our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide us following information at the minimum:

- a) a description of the copyrighted work or other intellectual property that you claim has been infringed;
- b) a description of where the material that you claim is infringing is located on the site;
- c) your address, telephone number, and email address;



- d) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- e) An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest (if applicable).

You can send Notice of claims of copyright or other intellectual property infringement:

- o **By Email** [info@cphrservices.in](mailto:info@cphrservices.in)
- o **By Post**  
*CP HR Services Pvt. Ltd*  
*Office No. 311, Connaught Place,*  
*Bund Garden Road, Pune,*  
*Pune - 411 001*  
*Maharashtra – India*

#### **24. Violation of the terms and conditions**

You agree that CP HR Services Pvt. Ltd may, in its sole discretion and without prior notice, terminate your access to the Service and block your future access to the Service if it is found that you have violated any of the policies and processes of CP HR Services Pvt. Ltd. You also agree that any violation by you of CP HR Services Pvt. Ltd policies and processes will constitute an unlawful and unfair business practice, and will cause irreparable harm to CP HR Services Pvt. Ltd, for which monetary damages would be inadequate, and you consent to CP HR Services Pvt. Ltd obtaining any injunctive or equitable relief that it deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies CP HR Services Pvt. Ltd may have at law or in equity.

If CP HR Services Pvt. Ltd does take any legal action against you as a result of your violation of these terms and conditions, CP HR Services Pvt. Ltd will be entitled to recover from you, and you agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any other relief granted to CP HR Services Pvt. Ltd.

#### **25. Governing law and jurisdiction**

This terms and conditions constitute the entire agreement between you and CP HR Services Pvt. Ltd and govern your use of the Service, superseding any prior agreements between you and CP HR Services Pvt. Ltd. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content or third-party software. The terms and conditions and the relationship between you and CP HR Services Pvt. Ltd shall be governed by the laws of India without regard to its conflict of law provisions.

You and CP HR Services Pvt. Ltd agree to submit to the personal and exclusive jurisdiction of the courts located within Pune, Maharashtra, India. The failure of CP HR Services Pvt. Ltd to exercise or enforce any right or provision of the terms and conditions shall not constitute a waiver of such right or provision. If any provision of the terms and conditions is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the terms and conditions remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the terms

and conditions must be filed within one (1) year after such claim or cause of action arose or be forever barred.

## **26. Feedback and Information**

Any feedback you provide to this website shall be deemed to be non-confidential. CP HR Services Pvt. Ltd shall be free to use such information on an unrestricted basis. Further, by submitting the feedback, You represent and warrant that

- . Your feedback does not contain confidential or proprietary information of you or of third parties;
- i. CP HR Services Pvt. Ltd is not under any obligation of confidentiality, express or implied, with respect to the feedback;
- ii. CP HR Services Pvt. Ltd may have something similar to the feedback already under consideration or in development; and
- iii. You are not entitled to any compensation or reimbursement of any kind from CP HR Services Pvt. Ltd for the feedback under any circumstances.

**Effective:** Monday, 2<sup>nd</sup> December 2019