

TERMS & CONDITIONS – JOB SEEKER / TRAINER / PROJECT CONSULTANT / INTERN

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Careerheights.in is intended only to serve as a preliminary medium of contact and exchange of information for its users / members / visitors who have a bona fide intention to contact and / or be contacted for the purposes related to genuine existing job / Trainer / Project Consultant / Intern vacancies and for other career enhancement services.

Definitions

- a. "Account" means the account successfully opened by the User on the Website by inserting information such as name, registration details (if a juristic person), contact details, user name, password as required to be filled in the webpage during the Registration Process and includes any further changes and additions to the information from time to time.
- b. "Job seeker (Candidate) / Trainer / Project Consultant" means any User (Individual) who accesses the Website or uses the Services with an intention to secure Jobs / Training assignments / Project Assignments.

Privacy

Please review our Privacy Notice, which also governs your visit to the Website, to understand industry wide best practices.

Electronic Communications

When you visit the Website or send e-mails to us, you are communicating with us electronically and you consent to receive communications from us amongst other things electronically. We will communicate with you by e-mail or by posting notices on this site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement.

Copyright

All content included on this Website, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, articles, white papers, videos and software, is the property of PEPCS MGMT. & ENGINEERED SOLUTIONS LLP or its content suppliers and is protected by Indian and international copyright laws / rules / regulations / statutes. The compilation of all content on this site is the exclusive property of PEPCS MGMT. & ENGINEERED SOLUTIONS LLP and protected by Indian copyright laws. All software used on this site is the exclusive property of PEPCS MGMT. & ENGINEERED SOLUTIONS LLP and protected by Indian and international copyright laws / rules / regulations / statutes.

Eligibility

You, if an individual, must be 18 or above, or the legal age to form a binding contract in Your jurisdiction if that age is greater than 18 years of age, to be a member or to use the Website and Services.

You, if a company, partnership firm, trust or any other juristic person (except an individual) must have the capacity to form a binding contract in Your jurisdiction. Membership or use of this Website is void where prohibited by applicable law, and the right to access the Website will be deemed to be revoked in such jurisdictions ab initio.

By using the Website and / or the Services, You represent and warrant that You have the right, authority, and capacity to enter into these Terms of Use and to abide by all of the terms and conditions set forth herein. You also represent and warrant to the Website that You will use Website in a manner consistent with any and all applicable laws and regulations.

1. Services

1.1 The use of this Website entitles the User, whether a Candidate / Trainer / Consultant or a Employer, to avail certain services as provided in the following clauses ("Services") and interpretation of the term "Services" shall be done accordingly depending upon the context.

1.2 If the Candidate / Trainer / Consultants have completed registration as per clause 6.1, they shall be entitled to search for a Job / Training assignment / project and view Job / Training assignment / project listings and snapshots of the Job / Training assignment / project.

1.3 The Website reserves the right to change the nature of Services as mentioned in clause 3.2 or clause 3.3 at its sole discretion. Such change may be notified to the User by publishing the same on the Website.

2. Restrictions on use

2.1 Users shall not use the Website in order to transmit, distribute, store or destroy material, including without limitation content provided by the Website:

- a. for any unlawful purpose or in violation of any applicable law, regulation, international law or laws of any other country; or
- b. in a manner that will infringe the copyright, trademark, trade secret or other intellectual property rights of others or violate the privacy, publicity or other personal rights of others, or
- c. that is defamatory, libelous, obscene, threatening, abusive or is offensive to Users of the Website, such as content or messages that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual; or
- d. that is false or misleading; or
- e. that harasses or advocates harassment of another person.

2.2 Users are also prohibited from violating or attempting to violate the security of the Website, including, without limitation to the following activities:

- a. accessing data not intended for such User or logging into a server or account which the User is not authorized to access;
- b. attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorisation;
- c. attempting to interfere with service to any User, host or network, including, without limitation, via means of submitting a virus to Website, overloading, "flooding", "spamming", "mail bombing" or "crashing"; or
- d. forging any TCP / IP packet header or any part of the header information in any e-mail or newsgroup posting. Violations of system or network security may result in civil or criminal liability.

2.3 Specific restrictions on rights to Use: In addition to the above, the Users shall not:

- a. modify, adapt, translate, or reverse engineer any portion of the Website and / or Services;
- b. remove any copyright, trademark or other proprietary rights notices contained in or on the Website and / or Service;
- c. use any robot, spider, site search / retrieval application, or other device to retrieve or index any portion of the Website and / or Service or for crawling the Website and scraping content

or to circumvent the technological methods adopted by the Website to prevent such prohibited use;

- d. collect any information about other Users including Members (including usernames and / or email addresses) for any purpose other than to submit applications for Job / Training assignment / project listings;
- e. reformat or frame any portion of the web pages that are part of the Website and / or Service;
- f. create user accounts by automated means or under false or fraudulent pretences;
- g. create or transmit unwanted electronic communications such as "spam" to other Users or Members of the Website and/or Service or otherwise interfere with other User's or Member's enjoyment of the Website and / or Service;
- h. submit any content or material that falsely express or imply that such content or material is sponsored or endorsed by Website;
- i. transmit any viruses, worms, defects, trojan horses or other items of a destructive nature;
- j. use of the Website or Services to violate the security of any computer network, crack passwords or security encryption codes, transfer or store illegal material including that are deemed threatening or obscene;
- k. copy or store any content offered on the Website for other than Your own use;
- l. take any action that imposes, or may impose in the Website's sole discretion, an unreasonable or disproportionately large load on the Website's IT infrastructure;

3. Registration / Password

As a Member, you will be responsible for maintaining the confidentiality of your information and password. You shall be responsible for all uses of your registration, whether or not authorized by you. You agree to immediately notify the Website of any unauthorized use of your registration or password.

To contact you we may email you with essential service-related announcements from time to time.

Newsletter: While registering on the site you automatically subscribe to our newsletters and agree to receive the various notifications and newsletters from time to time. You may subscribe and unsubscribe on your my account tab. You may also unsubscribe by link in each newsletter.

Notwithstanding anything contained in clause 3 of this Agreement, the Website may at its sole discretion, post the details of the member, for any of its promotion scheme.

5. Payments, Refunds and Display

5.1 The payment, if any, for service once subscribed to by the subscriber (Trainer / Project Consultant) is not refundable.

5.2 The Website offers no guarantee or warranties that there would be a satisfactory response or any response at all once the profile is put on display or application is submitted.

5.3 The Website neither guarantees nor offers any warranty about the credentials of the prospective employer / organization which downloads the information and uses it to contact the prospective employee / visitor / user / subscriber.

5.4 The Website reserves the right to edit / delete any content on the website that it finds misleading / objectionable. It also will be held harmless for any loss of content of video profiles if the content was found to be objectionable by any viewer or bots on the internet.

5.5 The Website 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 loss of communication network, systemic failure, delay or failure to perform as a result of any causes or conditions that are beyond the Websites 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.

5.6 It shall be the sole responsibility of the individual to check the authenticity of all or any response received pursuant to the profile being displayed by the Website for going out of station or in station for any job / interview and the Website assumes no responsibility in respect thereof.

5.7 The Website 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, shall be refunded to the subscriber on a pro-rata basis at the sole discretion of the Website.

5.8 The Website will commence providing services only upon receipt of amount / charges (paid subscription) upfront either from subscriber or from a third party on behalf of the subscriber.

5.9 This subscription is not transferable i.e. it is for the same individual (Job Seeker / Trainer / Project Consultant) throughout the period of subscription.

5.10 The Website has the right to make all such modifications / editing of profile in order to fit the profile any other information in its database and / or data formats.

5.11 The liability, if any, of the Website is limited to the extent of the amount paid by the subscriber.

5.12 The subscriber shall be assigned password (s) by the Website to enable the subscriber to access all the information received through its Website, but the sole responsibility of the safe custody of the password shall be that of the subscriber and the Website 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. The Website undertakes to take all reasonable precautions at its end to ensure that there is no leakage / misuse of the password granted to the subscriber.

5.13 The subscriber undertakes that the data / information provided by him is true and correct in all respects.

5.14 The Website has right to change all plans and prices without prior notification.

5.15 The Website is not responsible for any salary package / techno – commercial discussions and does not guarantee the solution.

5.16 The Website does not guarantee any Job / Trainer assignment / Project Consultant assignments or leads to the candidates.

6. Registration Process

The Member to be entitled to avail the Services shall have to complete the registration process ("Registration Process") as provided below:

6.1 For Job Seeker (Candidate) / Trainers / Project Consultants (Individuals)

a. The Registration Process may involve only simple registration or may involve a detailed profile creation depending on the need of the Job Seeker (Candidate) / Trainer / Consultant.

b. Registration is mandatory for Job Seeker (Candidate) / Trainer / Consultants and requires them to provide certain basic information about them such as name, education / qualification, industry, contact details and accordingly create an Account.

c. Registration entitles the Job Seeker (Candidate) / Trainer / Consultants to avail Services as provided in clause 1.2 of this Agreement.

d. After registration, the Job Seeker (Candidate) / Trainer / Consultant might be needed to fill in the details in the complete profile.

e. The Job Seeker (Candidate) / Trainer / Consultant understands and agrees that the Website will screen and verify the information provided by the Job Seeker (Candidate) / Trainer / Consultant in the profile and at its sole discretion, increase the amount or number of information for the Registration Process and may ask for further information even after Registration Process. The Website may in its sole discretion, close the Account, if any information provided is found to be false or the information provided is not sufficient. After the screening and verification of the information provided by the Job Seeker (Candidate) / Trainer / Consultant, the Website may allow the Job Seeker (Candidate) / Trainer / Consultant apply for a suitable Jobs / Trainer assignment / Projects.

f. The Website at its sole discretion may disallow / prevent a Job Seeker (Candidate) / Trainer / Consultant from applying for projects / assignments posted on the website if information provided by the Job Seeker (Candidate) / Trainer / Consultant is incomplete / misleading.

g. The process of registration and the information sought in the profile can be altered / modified / changed at the sole discretion of the Website.

h. All Jobs / Trainer assignments / Projects posted on the platform will be active for one month (1 month) from the date of posting or the same been filled up by the Employer (whichever is earlier).

7. Modification of Terms of Use

You understand and agree that these Terms of Use, the Website and the Services can be modified by the Website at its sole discretion, at any time without prior notice, and shall be immediately effective. You agree to review the Terms of Use periodically so that You are aware of any such modifications and the Website shall not be liable for any loss suffered by You on Your failure to review such modified Terms of Use. Unless expressly stated otherwise, any new features, new services, enhancements or modifications to the Website or Service implemented after Your initial access of Website or use of the Service shall be subject to these Terms of Use.

8. Delays in Services

Neither PEPCS MGMT. & ENGINEERED SOLUTIONS LLP (including its owner and their directors, employees, affiliates, agents, representatives or subcontractors) shall be liable for any loss or liability resulting, directly or indirectly, from delays or interruptions due to electronic or mechanical equipment failures, telephone interconnect problems, defects, weather, strikes, walkouts, fire, acts of God, riots, armed conflicts, acts of war, or other causes beyond its control or like causes. PEPCS MGMT. & ENGINEERED SOLUTIONS LLP shall have no responsibility to provide you access to the Website while interruption of the Website is due to any such cause shall continue.

9. Term and Termination

9.1 These Terms of Use, with modifications as contemplated, shall remain in full force and effect during the use of the Website for all Users.

9.2 For Members, the Terms of Use shall commence from the time the Registration Process is concluded as per Clause 6 of this Agreement and shall be valid till such time the account is not deleted by such Member from such commencement, unless terminated earlier as per Clause 9.3 or renewed as per Clause 10 of this Agreement.

9.3 These Terms of Use, with modifications as contemplated, shall remain in full force and effect during the use of the Website for all Users.

a. on completion of the term for which the User has engaged the Services; or

b. if in the opinion of the Website, the User has breached any of the terms and conditions of this Agreement or / and the Terms of Use; or

c. if, in the opinion of the Website or / and any regulatory authority, it is not in the public interest to continue providing the use or Service to the User for any reason; or

d. If the User is declared a bankrupt and / or proceedings for winding up has been initiated; or

e. by the Parties by mutual written agreement.

9.4 Notwithstanding anything contained in the Terms of Use, Clauses 3, 9, 11, 12, 13, 14, 15, 16, 17, 18 and 19 shall survive any termination or expiration of these Terms of Use.

10. Auto renewal

All subscriptions, at the sole discretion of the Website, will automatically renew to ensure that services are provided to Members on a continuous basis. The Website is under no obligation to send personal notices to each of its Members.

11. Ownership

Except for the content submitted by the Members or the Users, any material, content or logos, marks, software on or part of the Website and all aspects thereof, including all copyrights and other intellectual property or proprietary rights therein, is owned by the Company or its licensors.

You acknowledge that the Website and any underlying technology or software on the Website or used in connection with rendering the Services are proprietary information owned or duly licensed to the Company, except where it is indicated otherwise. You are prohibited to modify, reproduce, distribute, create derivative works of, publicly display or in any way exploit, any of the content, software, marks, logos, and / or materials available on the Website in whole or in part except as expressly allowed under the Terms of Use. You have no other express or implied rights to use, in any manner whatsoever, the content, software, marks, logos, and / or materials available on the Website.

12. Copyright Dispute Policy

12.1 The Website has adopted the following general policy towards copyright infringement. The contact details of the Website's designated agent to receive notification of claimed infringement ("Designated Agent") is provided at the bottom of this section.

Website's Policy

i. It is the Website's policy to block access to or remove material that it believes in good faith to be copyrighted material that has been illegally copied and distributed by any of the Website's advertisers, affiliates, content providers, Members or Users; and remove and discontinue Services to repeat offenders.

ii. Procedure for reporting purported copyright infringements: If You believe that Your copyrighted material or content is posted, uploaded or made accessible through the Website or Services, please inform the Designated Agent of such material or content and provide us with the following information ("Bona Fide Infringement Notification")

a. Details of the ownership of the copyright and if applicable, a physical or electronic signature of a person authorised to act on behalf of the owner of the copyright that has been allegedly infringed;

b. Details of works or materials that You believe are being infringed;

c. Identification of the material or content on the Website that is claimed to be infringing Your copyrighted works including information regarding the location of such materials with sufficient detail to enable the Website to find and verify such materials;

d. Your contact information including address, mobile number and, if available, email address;

iii. Designated Agent: By mail: info@careerheights.in

iv. Upon Receipt of a Bona Fide Infringement Notification. Once the Website has received a Bona Fide Infringement Notification, the Website shall have the right to, at its sole discretion, a. remove or disable access to the material claimed to having breached the notifier's copyrighted works; and

b. to notify the Content provider, Member or User that it has removed or disabled access to the material;

12.2 It is clarified that the role of the Website is to facilitate consultation between the Job Applicant / Trainer / Project Consultant and the Recruiter / Employer and it shall not take responsibility or be liable for any copyright infringement.

13. Links to third party sites

The links in this site or third parties may provide, links to other World Wide Web or other online electronic sites or resources / services. You acknowledge that the Website has no

control over such sites and resources / services. You acknowledge and agree that the Website 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 Material / Services on or available from such sites or resources / services. You further acknowledge and agree that the Website / PEPCS MGMT. & ENGINEERED SOLUTIONS LLP shall not be responsible or liable, in any manner whatsoever, for any payments, 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. If You enter into correspondence or engage in commercial transactions with third parties in connection with Your use of the Services, such activity would be solely between You and the third party. The Website shall have no liability, obligation or responsibility for any such activity.

14. Limitation on Liability

The Website shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond the Website's reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation (including "line noise" interference). Without limiting the foregoing, the website and its affiliates and suppliers will not be liable under any law, for any indirect, incidental, punitive, and consequential damages, including, but not limited to loss of profits, business interruption, and / or loss of information or data. Notwithstanding anything to the contrary contained herein, the website's maximum aggregate liability to you for any causes whatsoever, and regardless of the form of action, will at all times be limited to the amount paid, if any, by you to the website for the services in the 12 months immediately prior to the action giving rise to liability.

15. Indemnification

You shall indemnify, defend and hold harmless the Website / PEPCS MGMT. & ENGINEERED SOLUTIONS LLP and its Associated Entities from any and all actions criminal or civil in nature, claims and losses imposed on, incurred by or asserted as a result of or related to: (a) your access and use of the Website (b) any non-compliance by you with the terms and conditions hereof; or (c) any third party actions related to users receipt and use of the information, whether authorized or unauthorized (d) or any other reason, whatsoever.

16. Right to Refuse

The Website reserves the right in its sole discretion to refuse service at any time. Sale of any services is subject to availability.

17. Conflicting Terms

The terms of use constitute the entire agreement between you and PEPCS MGMT. & ENGINEERED SOLUTIONS LLP and govern your use of the Website, superseding any prior understandings and agreements between you and us and any previous statements or representations irrespective of whether such documents is prior to or subsequent to this Agreement, or is signed or acknowledged by any director, officer, employee, representative or agent of PEPCS MGMT. & ENGINEERED SOLUTIONS LLP.

18. Privacy

Use of the Website and / or the Services is also governed by the Website's Privacy Policy.

19. Jurisdiction

The terms of this agreement are exclusively based on and subject to Indian law. You hereby consent to the exclusive jurisdiction and venue of courts in Hyderabad, India in all disputes arising out of or relating to the use of the Website. Use of this Website is unauthorized in any

jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph.

20. Confidentiality

20.1 For the purpose of this Agreement and attachments thereto and all renewals, "Confidential Information" means all financial, commercial, technical, operational, staff, management and other information, methods developed for analysis, verification and recruitment, data and know-how relating to the Website or to a party (the "Disclosing Party" either the Job Seeker (Candidate) / Trainer / Consultant or the Employer) or, which may be supplied to or may otherwise come into the possession of the other (the "Receiving Party", herein the User), whether orally or in writing or in any other form, and which is confidential or proprietary in nature or otherwise expressed by the Disclosing Party to be confidential and is not generally available to the public.

20.2 The Receiving Party shall keep confidential and secret and not disclose to any third party the Confidential Information or any part of it and upon prior permission in writing from the Disclosing Party. The Receiving Party agrees to take all possible precautions with regard to protecting confidential information from any third party.

20.3 Further no use, reproduction, transformation or storage of the Confidential Information shall be made by the User without the prior written permission of the Website, except where required to be disclosed pursuant to any applicable law or legal process issued by any court or the rules of any competent regulatory body.

20.4 All information and data submitted by the User shall become the property of the Website and all such information shall be disclosed in accordance with the Terms of Use.

20.5 The User has access to only his own data and information stored in the database at Website (subject to prior confirmation of identity) and nothing more. The User may edit or amend such data and information from time to time.

20.6 All Confidential Information (including name, e-mail address etc.) voluntarily revealed by the User in chat and bulletin board areas, is done at the sole discretion and risk of the User. The Website shall not be responsible for misuse of any such information, collected by a third party, or any unsolicited messages from such third parties.

20.7 If the User is an unintended recipient, even if registered as a Job Seeker (Candidate) / Trainer / Project Consultant and is using or accessing the Website to gain Confidential Information and if such an User has obtained access to the Confidential Information, it shall be a breach of this Agreement.

Such unintended recipient shall be under strict obligation to keep the Confidential Information so acquired absolutely confidential. The Website in such an event, be entitled to inquire and investigate and seek legal remedy against such unintended recipient including to seek temporary and permanent injunction.

21. Miscellaneous

21.1 Governing law and Dispute Resolution- This Agreement and Terms of Use shall be governed by and constructed in accordance with the laws of India only without reference to conflict of laws principles and disputes arising in relation hereto shall be subject to the exclusive jurisdiction of the courts of Hyderabad, India.

21.2 Assignability-The Website may assign any of its responsibilities / obligations to any other Person without notice to the User, at its sole discretion. However, You shall not assign, sub-licence or otherwise transfer any of Your rights under these Terms of Use to any other party, unless a written consent is taken from the Website.

21.3 Severability- If any provision of these Terms of Use is found to be invalid, the invalidity of that provision will not affect the validity of the remaining provisions of the Terms of Use, which shall remain in full force and effect.

21.4 Waiver- Failure by the Website to exercise any right or remedy under these Terms of Use does not constitute a waiver of that right or remedy.

21.5 Force Majeure- The Website is not liable for failure to perform any of its obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane

or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalisation, government sanction, blockage, embargo, labour dispute, strike, lockout or any interruption or any failure of electricity or server, system, computer, internet or telephone service.

21.6 Interpretation In this Agreement, unless the context otherwise requires references to recitals, clauses and sub-clauses are to recitals, clauses and sub-clauses of this Agreement; headings are inserted for ease of reference only and are not to be used to define, interpret or limit any of the provisions of this Agreement; references to the singular number shall include references to the plural number and vice versa; words denoting one gender include all genders; any reference in this Agreement to a statutory provision includes that provision and any regulation made in pursuance thereof, as from time to time modified or re-enacted, whether before or after the date of this Agreement; and any reference to a time limit in this Agreement means the time limit set out in the relevant clause or Sub clause or such other time limit which may be mutually agreed by the parties in writing.

These "Terms and Condition" and "Privacy Policy" of the Website constitute a binding agreement between You and the Website, and accepted by You upon Your use of the Website.

PEPCS Mgmt., PEPCS and PEPCS Mgmt. & Engineered Solutions LLP. are used interchangeably and are synonymous.

Note: The terms in this agreement may be changed by PEPCS Mgmt. at any time. PEPCS Mgmt. is free to offer its services to any individual without restriction.