

## Terms and Condition

### PURPOSE:

MSME Sampark 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 vacancies and for other career enhancement services.

### USE TO BE IN CONFORMITY WITH THE PURPOSE:

MSME Sampark is meant for the Purpose **and only the exclusive use of the registered user**. Copying or downloading or recreating or sharing passwords or sublicensing or sharing in any manner which is not in accordance with these terms, **is a misuse** of the Platform or service or product and MSME SAMPARK reserves its rights to act in such manner as to protect its loss of revenue or reputation or claim damages including stopping your service or access and reporting to relevant authorities. In the event you are found to be copying or misusing or transmitting or crawling any data or photographs or graphics or any information available on MSME Sampark for any purpose other than that being a bonafide Purpose, we reserve the right to take such action that we deem fit including stopping access and claiming damages

The site is a public site with free access and MSME Sampark assumes no liability for the quality and genuineness of responses. MSME Sampark cannot monitor the responses that a person may receive in response to information he/she has displayed on the site. The individual/company would have to conduct its own background checks on the bonafide nature of all response(s).

MSME Sampark 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 breach of privacy or of the information provided by the consumer to MSME Sampark to be placed on the website by technical or any other means is not the responsibility of MSME Sampark. MSME Sampark does not guarantee confidentiality of information provided to it by any person acquiring/using all/any information displayed on the MSME Sampark website or any of its other websites / domains owned and operated by MSME Sampark.

MSME Sampark does not share personally identifiable data of any individual with other companies / entities without obtaining permission except with those acting as our agents.. MSME Sampark shall share all such information that it has in its possession in response to legal process, such as a court order or subpoena. The user shall not utilize the services offered by MSME SAMPARK in any manner so as to impair the interests and functioning of naukri.com/MSME SAMPARK. The user undertakes not to duplicate, download publish, modify and distribute material on MSME Sampark unless specifically authorized by MSME SAMPARK in this regard.

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

Users undertake that the services offered by MSME SAMPARK 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. MSME SAMPARK reserves the right to filter and monitor and block the emails sent by you/user using the servers maintained by MSME SAMPARK to relay emails. All attempts shall be made by MSME SAMPARK and the user to abide by International Best Practices in containing and eliminating Spam.

Users shall not spam the platform maintained by MSME SAMPARK or indiscriminately and repeatedly post jobs/forward mail indiscriminately etc. Any conduct of the user in violation of this clause shall entitle MSME SAMPARK to forthwith terminate all services to the user without notice and to forfeit any amounts paid by him.

The user shall not upload, post, transmit, publish, or distribute any material or information that is unlawful, or which may potentially be perceived as being harmful, threatening, abusive, harassing, defamatory, libelous, vulgar, obscene, or racially, ethnically, or otherwise objectionable.

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

defamatory, libelous, vulgar, obscene, fraudulent or misleading facts or otherwise objectionable averments made by the user on the network of Info Edge.

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.

The User/Subscriber/Visitor to MSME Sampark 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 thereunder, while assessing or feeding any resume/ insertion or information/data into the computers, computer systems or computer network of MSME Sampark . The said User/ subscriber/ visitor to MSME Sampark and/or its affiliated websites does further unequivocally declare that in case he violates any provisions of the Information Technology Act, 2000 and/or rules, regulations, guidelines, byelaws and notifications made thereunder, 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 is solely responsible for obtaining, at his own cost, all licenses, permits, consents, approvals and intellectual property or other rights as may be required by the user for using the Service.

THE USER REPRESENTS, WARRANTS AND COVENANTS THAT ITS USE OF MSME SAMPARK SHALL NOT BE DONE IN A MANNER SO AS TO:

- a. Violate any applicable local, provincial, state, national or international law, statute, ordinance, rule or regulation;
- b. Interfere with or disrupt computer networks connected to MSME Sampark ;
- c. Impersonate any other person or entity, or make any misrepresentation as to your employment by or affiliation with any other person or entity;
- d. Forge headers or in any manner manipulate identifiers in order to disguise the origin of any user information;
- e. Interfere with or disrupt the use of MSME Sampark by any other user, nor "stalk", threaten, or in any manner harass another user;
- f. Use MSME Sampark in such a manner as to gain unauthorized entry or access to the computer systems of others;
- g. Reproduce, copy, modify, sell, store, distribute or otherwise exploit for any commercial purposes MSME Sampark, or any component thereof (including, but not limited to any materials or information accessible through Naukri.com);
- h. Use content from the Site for derivative works with a commercial motive without prior written consent of the MSME SAMPARK .
- i. Use any device, software or routine to interfere or attempt to interfere with the proper working of MSME Sampark; or
- j. Impose an unreasonable or disproportionately large load on MSME Sampark infrastructure.
- k. Spam MSME SAMPARK by indiscriminately and repeatedly posting content or forwarding mail that may be considered spam etc.
- l. Access data not intended for you or log into server or account that you are not authorized to access;
- m. Constitute an act of reverse engineering, decompiling, disassembling, deciphering or otherwise attempting to derive the source code for the Site or any related technology or any part thereof
- n. Engage in "framing," "mirroring," or otherwise simulating the appearance or function of the Site
- o. Attempt to probe, scan or test the vulnerability of a system or network;
- p. Use automated means to crawl and/or scrape content from MSME Sampark and to manually scrape content from MSME Sampark.
- q. The Site uses technological means to exclude Robots etc. from crawling it and scraping content. You undertake not to circumvent these methods.
- r. Access the Site except through the interfaces expressly provided by MSME SAMPARK ;
- s. Attempt or breach security or authentication measures without proper authorization;
- t. Providing deeplinks into MSME Sampark without prior permission of MSME SAMPARK is prohibited. Extracting data from MSME Sampark using any automated process such as spiders, crawlers etc. or through any manual process for a purpose which has not been authorised in writing.
- u. Upload, post, email, transmit or otherwise make available either directly or indirectly, any unsolicited bulk e-mail or unsolicited commercial e-mail.
- v. Subscribers shall under no circumstance sublicense, assign, or transfer the License, and any attempt at such sublicense, assignment or transfer is void.
- w. Constitute hosting, modifying, uploading, posting, transmitting, publishing, or distributing any material or information

- a. For which you do not have all necessary rights and licenses;
- b. Which infringes, violates, breaches or otherwise contravenes the rights of any third party, including any copyright, trademark, patent, rights of privacy or publicity or any other proprietary right;
- c. Which contains a computer virus, or other code, files or programs intending in any manner to disrupt or interfere with the functioning of Naukri.com, or that of other computer systems;
- d. That is grossly harmful, harassing, invasive of another's privacy, hateful, disparaging, relating to money laundering or unlawful, or which may potentially be perceived as being harmful, threatening, abusive, harassing, defamatory, libelous/blasphemous, vulgar, obscene, or racially, ethnically, or otherwise unlawful in any manner whatsoever;
- e. Which constitutes or encourages conduct that would constitute a criminal offence, give rise to other liability, or otherwise violate applicable law;
- f. That deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
- g. That belongs to another person and to which the user does not have any right to;
- h. That harm minors in any way;
- i. That threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognisable offence or prevents investigation of any offence or is insulting any other nation.

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.

MSME Sampark . 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. The subscription of a user shall be subject to Quotas as applicable and as advised. E-Mails provided as part of contact details are expected to be genuine and access to such email accounts is available to authorised personnel only.

MSME Sampark . 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.

User acknowledges and agrees that MSME SAMPARK , at its sole discretion and without prejudice to other rights and remedies that it may have under the applicable laws, shall be entitled to set off the amount paid or payable by a subscriber/user against any amount(s) payable by Subscriber/user to MSME SAMPARK under any other agreement or commercial relationship towards other products/services.

MSME Sampark . further reserves its right to post the data on the website MSME Sampark or on such other affiliated sites and publications as MSME Sampark . may deem fit and proper at no extra cost to the subscriber / user.

The subscription / agreement between MSME SAMPARK 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 MSME SAMPARK / MSME Sampark is a public site and all information posted by MSME SAMPARK 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 MSME SAMPARK does not confer exclusivity of service on any subscriber / user.

MSME Sampark will not be party to any legal proceedings between a user (e.g. a subscriber) and a party contracted through the site. In case MSME Sampark . is implicated in any legal proceedings, costs will be recovered from the party that names MSME Sampark . MSME Sampark however will abide with any court order served on it through due process. MSME SAMPARK controls and operates this Platform from its headquarters in Noida and makes no representation that the materials on MSME Sampark are appropriate or available for use in other locations. If you use this Website from other locations, you are responsible for compliance with applicable local laws including but not limited to the export and import regulations of other countries. In case a person using the world wide web/internet receives a spam or virus which includes a link to MSME Sampark or to any other site maintained, operated or owned by MSME SAMPARK , it should not be held responsible for the same. MSME SAMPARK assumes no responsibility for such mails.

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

MSME SAMPARK 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 MSME Sampark . Any person using MSME Sampark in violation of the stipulations contained in the Terms and Conditions of MSME Sampark shall render himself/herself liable to appropriate action in a court of law both civil and criminal.

BY ACCEPTING THESE TERMS AND CONDITIONS, YOU AGREE TO INDEMNIFY AND OTHERWISE HOLD HARMLESS MSME SAMPARK , ITS DIRECTORS, OFFICERS, EMPLOYERS, AGENTS, SUBSIDIARIES, AFFILIATES AND OTHER PARTNERS FROM ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF, RELATING TO, OR RESULTING FROM YOUR USE OF THE SERVICES OBTAINED THROUGH MSME SAMPARK INCLUDING BUT NOT LIMITED TO INFORMATION PROVIDED BY YOU OR ANY OTHER MATTER RELATING TO NAUKRI.COM. ANY REFERENCE TO DUTIES AND TAXES ETC IN THESE TERMS OF USE SHALL INCLUDE GOODS AND SERVICES TAX (HEREIN REFERRED AS GST) FROM THE DATE GST LAW IS IMPLEMENTED IN INDIA. ANY ADDITIONAL TAX LIABILITY ARISING ON ACCOUNT OF INTRODUCTION OF GST (WHETHER ON ACCOUNT OF INCREASE IN RATE OR ANY CHANGE BROUGHT IN BY THE NEW TAX REGIME) WOULD BE RECOVERED OVER AND ABOVE THE AGREED CONTRACT PRICE / SERVICE FEE.

If any dispute arises between a user/users and MSME SAMPARK arising out of use of MSME Sampark or thereafter, in connection with the validity, interpretation, implementation or alleged breach of any provision of these Terms and Conditions, the dispute shall be referred to a sole arbitrator who shall be an independent and neutral third party identified by the Company. Decision of the arbitrator shall be final and binding on both the parties to the dispute.

These Terms and Conditions shall be governed by the laws of Republic of India.

The user of MSME Sampark is subject to the [Privacy Policy](#) available through this link.

In case of non compliance of these Terms and Conditions or Privacy Policy MSME SAMPARK may terminate usage rights and take down any offending information that might have been uploaded by such subscriber/user