

## WEBSITE TERMS AND CONDITIONS

Last Updated: **25th August 2021**

These Terms and Conditions (“**Terms**”) govern the access to and use of [www.spottabl.com](http://www.spottabl.com) (“**Website**”) except where we expressly state that separate terms apply. These Terms may be updated by us from time to time in accordance with these provisions. You may always view the most recent version of the Terms on the Website. Please do not access or use the Website if you do not agree to the Terms.

### 1. GENERAL TERMS

- 1.1. The Website is made available by **Connectecho Talent Labs Private Limited**, a company incorporated under the laws of India, with its registered office at No. 591, 15<sup>th</sup> Main Road, 22<sup>nd</sup> Cross HSR 3<sup>rd</sup> Sector, Bangalore - 560102, Karnataka, India, and its affiliates (“**we**” or “**us**”).
- 1.2. The Terms also include our privacy policy, available at [\[insert link to privacy policy\]](#) (“**Privacy Policy**”) and any guidelines, additional terms, policies, or disclaimers made available or issued and updated by us from time to time, each of which are incorporated by reference in these Terms.
- 1.3. These Terms constitute a binding and enforceable contract between us and you, an end user of the Website (“**you**”). You represent and warrant that you have full legal capacity and authority to agree and bind yourself to these Terms.
- 1.4. You agree and acknowledge that by accessing the Website, you have read, understood, and are bound by the Terms.
- 1.5. The Terms are subject to revisions at any time, as determined by us, and all changes are effective immediately upon being posted on the Website. It is your responsibility to review these Terms periodically for any updates or changes. You will be deemed to have accepted the changes made to these Terms if you continue to use the Website once it has been posted.

### 2. PURPOSE OF THE WEBSITE

- 2.1 We provide a range of technology and other services in relation to human resources technology. This includes the provision of services to recruiters who can leverage their talent network and offer assistance with hiring and related services, to employers who seek to engage with recruiters, to discover, and manage talent, and candidates who seek employment related opportunities .
- 2.2 Please note that the Website contains information about the services and products we offer and is for informational purposes only. Information that is available on or through the Website should not be construed as a commercial offer. The availability of such information does not create any professional relationship between you and us.

- 2.3 Our products and services are bound by additional terms and conditions that are made available by us from time to time. If you have any questions about our products and services, please contact us at [\[insert link\]](#).

### **3. USER INFORMATION**

- 3.1. The Website allows you to share your personal and other information with us (“**User Information**”). Please note that your User Information may be used by us to engage and interact with you and provide you with our products and services. By accessing the Website, you expressly consent to our use of your User Information.
- 3.2. You represent and warrant that your User Information is true, complete, and accurate in all respects. You should immediately contact us at the details provided below if your User Information undergoes any change.
- 3.3. We collect and use your User Information in accordance with our Privacy Policy if such information constitutes personal data or information under applicable laws.

### **4. YOUR RESPONSIBILITIES**

- 4.1. By using the Website, you agree not to undertake certain activities which include but are not limited to:
- (a) infringing any proprietary rights, including but not limited to copyrights, patents, trademarks, or trade secrets of any party;
  - (b) except as may be provided hereunder, copying, displaying, distributing, modifying, publishing, reproducing, storing, transmitting, posting, translating, creating any derivative works, renting, or licensing the Website or any portion thereof;
  - (c) downloading or copying any kind of information for the benefit of another individual, vendor, or third party;
  - (d) caching unauthorised hypertext links to the Website;
  - (e) uploading, posting, or transmitting any information through the Website that you do not have a right to make available (such as the intellectual property of another party);
  - (f) uploading, posting, or transmitting any material that contains software viruses or any other computer code, files, or programmes designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or equipment;
  - (g) undertaking any action that imposes or may impose, in our sole discretion, an unreasonable or disproportionately large load on our infrastructure;

- (h) use of data mining, robots, or similar data gathering and extraction tools;
- (i) making any back-up or archival copies of the Website or any part thereof;
- (j) accessing, monitoring, or copying any information on the Website using any robot, spider, scraper, or other automated means or any manual process for any purpose without our express written permission;
- (k) violating the restrictions in any robot exclusion headers on the Website or bypassing or circumventing other measures employed to prevent or limit access to the Website;
- (l) deep-linking to any portion of the Website (including, without limitation, the purchase path for any service) for any purpose without our express written permission; or
- (m) “framing”, “mirroring”, or otherwise incorporating any part of the Website into any other website without our prior written authorisation.

## 5. PROPRIETARY RIGHTS

- 5.1. The Website contains copyrighted material, trademarks, and other proprietary information that belongs to us or our licensors, and you agree not to use, or otherwise reproduce separately, our proprietary rights from the textual content associated with them without obtaining our prior written consent. You agree to not remove, obscure, or otherwise alter any proprietary notices appearing on any content on the Website, including copyright, trademark, and other intellectual property notices.
- 5.2. You agree that you shall not engage in or use any data mining, robots, scraping, or similar data gathering or extraction methods. If you are blocked by us from accessing the Website (including by blocking your IP address), you agree not to implement any measures to circumvent such blocking (for example, by masking your IP address or using a proxy IP address). Any use of the Website other than as specifically authorised by us is strictly prohibited.

## 6. THIRD PARTY WEBSITES OR SERVICES

The Website may provide or facilitate, or third parties may provide, links or access to other sites, services, and resources (“**Third Party Services**”). We do not control Third Party Services and are not responsible for and do not endorse such Third Party Services. You acknowledge and agree that we will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any content, events, goods, or services available on or through any Third Party Services. Any dealings you have with third parties while using the Website are between you and the third party, and you agree that we shall not be liable for any loss or claim that you may have against any such third party.

## **7. DISCLAIMERS AND LIMITATION OF LIABILITY**

- 7.1. The features and services on the Website are provided on an “as is” and “as available” basis. We make no representation or warranty about the validity, accuracy, correctness, completeness, or reliability of any information provided on or through the Website. We hereby disclaim all express and implied representations, warranties, or guarantees as to the validity, accuracy, correctness, completeness, or reliability of any such information and material on the Website.
- 7.2. No advice or information, whether oral or written, obtained from us shall create any warranty that is not expressly stated in the Terms.
- 7.3. You hereby accept full responsibility for any consequences that may arise from your use of the Website, and expressly agree and acknowledge that we shall have absolutely no liability in this regard.
- 7.4. In no event shall we be liable to compensate you or any third party for any direct, special, incidental, indirect, consequential, or punitive damages whatsoever, including those resulting from loss of use, data, or profits, whether or not foreseeable, and whether or not we had been advised of the possibility of such damages, based on any theory of liability, including breach of contract or warranty, negligence, other tortious action, or any other claim arising out of or in connection with your use of or access to the Website.

## **8. INDEMNITY AND RELEASE**

You agree to release, indemnify, and hold us, our affiliates, and our officers, employees, directors, and agents harmless from any and all losses, damages, expenses (including reasonable attorneys’ fees), rights, claims, actions of any kind, and injury arising out of or relating to these Terms or your use of the Website.

## **9. TERMINATION**

- 9.1. You agree that we may, in our sole discretion, suspend or terminate your use of the Website for any reason, including, without limitation, if we believe that you have violated or acted inconsistently with the letter or spirit of these Terms. We may also at our sole discretion and at any time discontinue the provision of the Website, or any part thereof, with or without notice. You agree that we will not be liable to you or any third party for termination of your access to the Website.
- 9.2. Upon termination, these Terms shall terminate, except for those clauses that are intended to survive expiry or termination.

## **10. NO WAIVER AND SEVERABILITY**

You agree that no action of ours, other than an express written waiver or amendment, may be interpreted as a waiver or amendment of any of these Terms. In the event any clause of these Terms is found to be unenforceable, then whenever possible, this will not affect any other clause, and each will remain in full force and effect.

**11. GOVERNING LAW AND DISPUTE RESOLUTION**

You agree that the laws of India shall govern these Terms, and that any dispute arising out of or relating to these Terms shall be referred to and finally resolved by a sole arbitrator mutually appointed by us and you. The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 or any statutory amendments or re-enactment for the time being in force. The venue of the arbitration shall be Bangalore. The language of the arbitration shall be English. Subject to the above, the courts at Bangalore shall have exclusive jurisdiction over any dispute arising out of these Terms.

**12. THIRD PARTY RIGHTS**

No third party shall have any rights to enforce any terms contained herein.

**13. ASSIGNMENT**

You shall not license, transfer, or assign the rights, obligations, or covenants under these Terms in any manner without our prior written consent. We may assign our rights to any of our affiliates, subsidiaries, or parent companies, or to any successor in interest of any business associated with our services without any prior notice to you.

**14. COMMUNICATION**

You may communicate with us, including contacting us for any grievance of dispute that you experience in connection with the Website, by contacting us at:

Name: Satheesh K V

Email: [satheesh@spottabl.com](mailto:satheesh@spottabl.com)