

TERMS OF USE

Last Updated: 12th March, 2023

This Terms of Use Agreement (the “Agreement”) is a legal agreement between you and Jobsarus Online Pvt Ltd (“Company”) governing your use of the mobile application known as Abhiman (the “App”). By accessing or using the App, you are agreeing to be bound by this Agreement.

Overview

Abhiman is a mobile application designed to connect job providers and job seekers. The App allows job providers to create short-term jobs and tasks, set a wage, and search for job seekers near them through a map or any area in India. Job seekers can search for and apply for jobs/tasks near them or anywhere in India, with live navigation to the job location. The App is intended for use by anyone from daily earners to freelancers to studying students.

Acceptance of Terms

In the epoch of digitization, it is customary for individuals to download and employ applications without perusing or comprehending their terms of use. Nonetheless, neglecting to abide by the stipulations of the terms of use can engender severe ramifications. This is especially pertinent when it comes to applications such as Abhiman, which serve as a conduit for job postings and employment.

Upon downloading and utilising Abhiman, you are acknowledging and consenting to our terms of use. This connotes that you consent to adhere to all the protocols and decrees articulated in the terms. Non-adherence to the terms can lead to the suspension or annulment of your account.

The terms of use are formulated to safeguard all parties involved in utilising the application, encompassing job providers, job seekers, and Abhiman itself. The terms explicate the rights and responsibilities of all parties and erect guidelines for securely and efficaciously utilising the application.

Use of App

The utilisation of the Abhiman application is subject to certain conditions and stipulations that regulate its usage by the end-users. It is of utmost importance for the users to meticulously read and grasp the underlying terms and conditions prior to utilising the application. This clause of the agreement accentuates the protocols and statutes that the users must strictly comply with whilst utilising the application. By using the application, the users unequivocally agree to conform to these rules and regulations.

It is imperative to take note that the application is not accountable for any actions taken by the users. The users bear full responsibility for their actions and any potential ramifications

that might arise from them. The application solely functions as a platform for users to connect with each other and identify or offer employment opportunities.

The users pledge to solely use the application for lawful purposes and in consonance with the agreement. This entails that any illegal activity, comprising but not limited to fraudulent activity, hacking, and unauthorised access to other users' data, is categorically proscribed. The users must abstain from using the application for any purposes that infringe any applicable laws or regulations.

Moreover, the users must not utilise the application in any manner that could harm, impair, overburden, or disable the application or interfere with other users' usage of the application. The users must not partake in any activities that could potentially cause harm to the application or its users, and must not employ any software or device that could disrupt the normal functioning of the application. Overloading the application's servers or utilising the application in a way that could cause excessive strain on the servers is also strictly prohibited.

Further, attempting to illicitly obtain access to any component of the application, its systems, or networks is unconditionally proscribed. This comprises but is not restricted to attempting to hack into the application's servers or pilfering other users' data. The users must not employ any software or device that could potentially be used to gain unauthorised access to the application or its systems or networks and must not attempt to circumvent any security measures that are in place to safeguard the application and its users.

The users also commit to refrain from engaging in any activities that could potentially harm the application's reputation or that of its users. This comprises but is not limited to posting content that is defamatory, abusive, or offensive. The users must not engage in any activity that could be construed as harassment or bullying of other users, and must also refrain from partaking in any activities that could be deemed as spamming or phishing.

As a user of the application, it is incumbent upon you to responsibly utilise it and desist from engaging in any activities that could potentially harm other users or the application itself. You must also abide by the terms and conditions that are enshrined in the agreement and any other applicable laws and regulations.

Account Creation on Abhiman App

The process of creating an account on Abhiman, a platform that offers a wide range of services, is of paramount importance for individuals seeking to avail themselves of its features. It is a mandatory requirement to disclose certain personal details, including the phone number, to register for an account. However, it is imperative to note that the eligibility criteria for creating an account entails that the individual must be at least 18 years old and possess the legal capacity to enter into an agreement and comply with the terms and conditions of the app.

The accuracy of the account information provided is of utmost significance as it is a critical aspect that ensures the seamless functioning of the platform. As a user, it is imperative to

warrant that all information provided concerning the account is precise and remains accurate throughout. It is incumbent on the user to update the account details promptly in case of any changes or modifications. This assists in facilitating the right connection between the job providers and seekers.

The security and confidentiality of the account are essential and are the sole responsibility of the account holder. Therefore, it is incumbent on the user to take reasonable measures to prevent any unauthorised access to the account. The user is required to notify Abhiman immediately in case of any disclosure or unauthorised use of the account or any breach of security. In the event of any unauthorised access to the account, Abhiman shall not be liable for any damages.

It is vital to bear in mind that the user is accountable for all activities that occur through the account, including those that may be performed by other individuals. As such, it is necessary to take all necessary steps to ensure that the account is secure and confidential to avoid any unauthorised access. Any unauthorised use of the account can result in financial and legal liabilities.

Upon registration, the user agrees to receive communications from Abhiman, which may pertain to a wide range of issues, such as requests for payments, information on the platform and the services provided, promotional offers and services from Abhiman and its partners, and other relevant matters related to the services provided by the platform. Keeping oneself updated with these communications is critical in ensuring the smooth functioning of the platform.

In conclusion, the process of creating an account on Abhiman is a critical step in utilising the services offered by the platform. Ensuring the accuracy of the account information, maintaining account security and confidentiality, and being accountable for all activities that occur through the account are essential aspects that must be kept in mind. Furthermore, keeping oneself updated with the communications from Abhiman is crucial in ensuring the smooth functioning of the platform.

Job Posting

In adherence to the mandate of Abhiman, a platform designed to facilitate job provision, it is incumbent upon any job provider who wishes to post a job or task to ensure that the information provided is accurate and detailed. Specifically, the job provider must meticulously detail the job description, the location, the wage, and the duration of the job. It is, therefore, the responsibility of the job provider to ensure that the wage stipulated is in line with their financial ability to remunerate for the job, and such wage must be reasonable within the context of the job.

Moreover, in compliance with the laws and regulations that govern job postings, the job provider must ensure that they do not flout any applicable law or regulation. It is essential to note that in the event of any violation of the law or regulation, Abhiman cannot be held responsible for any consequence that may arise from such an act committed by the job provider.

Consequently, a job provider is permitted to register on the Abhiman platform as either an individual or a company. It is vital to understand that in the case of a company registration, Abhiman is not responsible for the fulfilment of the job posting. Therefore, any complaint or dispute arising from the job posting shall not be directed at Abhiman. Furthermore, Abhiman does not guarantee the successful completion of any job posted on the platform.

It is worthy to note that Abhiman is neither responsible nor liable for any disputes that may occur between job providers and job seekers. Similarly, any damages, losses, or expenses incurred by job providers as a result of utilising the app's job posting feature cannot be attributed to Abhiman.

It is imperative to note that Abhiman reserves the right to remove any job posting that violates the terms of use or is deemed inappropriate. Similarly, Abhiman can suspend or terminate access to the job posting feature if a job provider violates the terms of use or for any other reason at their discretion.

In the course of utilising the job posting feature, the job provider's information is subject to statistical and research purposes. In line with Abhiman's privacy policy, personal information shall be kept confidential.

Regarding the cancellation of a job, it is the responsibility of the job provider to note that Abhiman is not liable for such cancellations. In the event of a job seeker cancelling the job 15 minutes before the start time, such a job seeker shall be ineligible to apply for any other jobs throughout the day. Additionally, Abhiman's fees shall not be refunded in the event of a job cancellation, and only the job amount shall be refunded to the job provider.

Job Searching

It is incumbent upon those who avail themselves of our application to recognize and appreciate the limitations inherent in the accuracy and comprehensiveness of the information provided by job providers. We have endeavoured to furnish our users with the most up-to-date and reliable information attainable. However, the onus ultimately falls on our users to verify the information and ensure that it is satisfactory and sufficient for their purposes. We cannot and do not assume any responsibility for any fallout that may result from inaccuracies or incompleteness in the data provided by job providers.

Secondly, if one submits an application for a job through our application, the job provider will be provided with the user's profile information, which includes their name, contact information, and resume. The job provider reserves the right to either accept or decline the application. Those who use our app accept that we bear no responsibility for the decision of the job provider. We have no control over the job provider's decision-making process and, as a result, cannot be held accountable for any consequences that may follow as a result of their decision.

Thirdly, our application provides a navigation feature that enables users to locate the job site. By utilising the navigation feature, the user accepts that we bear no responsibility for the

accuracy of the directions provided or for the time it takes them to arrive at the job location. The user is solely responsible for arriving at the job site on time. We make no guarantees about the accuracy of the directions provided and cannot assume any responsibility for any delays or inconveniences that may occur as a result of incorrect or inaccurate directions.

Finally, by utilising our app, the user acknowledges and accepts that we bear no responsibility for the completion or payment of any jobs for which they have applied. We cannot guarantee that the job provider will finish the job or remunerate the user for their services. Any disagreements concerning payment or job completion must be settled directly between the user and the job provider. We cannot be held responsible for any disputes that may arise between the user and the job provider.

It is essential to recognize that our app is provided on an "as is" and "as available" basis. We do not make any assertions or warranties of any kind, explicit or implicit, concerning the functioning of our app or the information, content, materials, or goods included on our app. We disclaim all warranties, explicit or implicit, including but not restricted to, implied warranties of merchantability and fitness for a particular purpose. We will not be liable for any damages of any kind that arise as a result of the use of our app, including but not limited to direct, indirect, incidental, punitive, and consequential damages.

In conclusion, those who use our app acknowledge and accept that we are not liable for anything related to the job information provided by the job providers, the decisions made by the job providers, the accuracy of the navigation option, or the completion or payment of any jobs for which they have applied. We make no guarantees about any of these aspects and, as a result, cannot be held accountable for any consequences that may arise as a result of them. We highly advise that users read and comprehend all of the terms and conditions stated above before continuing to utilise our app.

Rating System

It is with utmost reverence and deference that I bring to your attention the matter at hand, which relates to the Rating System on this esteemed platform. It is beyond cavil that the said system serves as a means for job providers and job seekers to evaluate and rate each other's performance after the completion of a job/task. The main aim of this feature is to establish trust between both parties and enhance the quality of the services rendered by providing a transparent and reliable way to evaluate their performance.

It is incumbent upon job providers and job seekers to utilise the Rating System by providing a rating on a scale of 1 to 5 and leaving a brief comment regarding their experience working with the other party. It is imperative to note that these ratings and comments are made public on the platform and can be viewed by other users.

It is vital that job providers and job seekers provide honest, fair, and objective ratings and comments based solely on their experience working with the other party. It should be noted that the Company does not monitor or edit any content posted by users, and is not accountable for the accuracy, completeness, or reliability of any ratings or comments.

Users must ensure that their ratings and comments do not contain discriminatory, defamatory, abusive, or inappropriate content. It is also incumbent upon users to respect the privacy and confidentiality of the other party and not disclose any personal or confidential information.

It is within the purview of the Company to remove any ratings or comments that violate these terms of use or that it considers inappropriate or harmful. Users may request the removal of a rating or comment if it contains false or defamatory information. However, the ultimate decision to remove such content lies solely with the Company.

It is important to bear in mind that ratings and comments may have an impact on users' profiles and reputation on the platform. The Company may utilise this information to identify and promote high-quality job providers and job seekers. However, it does not guarantee any particular outcome or result.

It is incumbent upon you to acknowledge and agree that the Company is not liable for any ratings or comments provided by users, and it disclaims any responsibility for any harm, damage, or loss that may arise from the use or reliance on these ratings or comments. Users are entirely accountable for their use of the Rating System and for any consequences that may arise from it.

In conclusion, You fully comprehend and assent to the terms and conditions of the Rating System on this platform. You acknowledge that it is exclusively the responsibility of job providers and job seekers to provide honest and fair ratings and comments, and the Company is not liable for any harm or loss that may arise from the use of this feature.

User Content

Firstly, it must be made clear that users of this platform are granted the privilege of posting comments, reviews, suggestions, feedback, ideas, or other content on or through the Platform, which shall henceforth be referred to as User Content. However, it must be acknowledged that by posting User Content, users are ultimately responsible for the content they submit, and they must not post any content that violates any law, infringes on any intellectual property rights, or is defamatory, obscene, or offensive.

In addition, it is important to note that as part of our stringent quality control measures, we may request reviews from users about job providers and job seekers. In using our app, users are obligated to provide us with truthful and accurate reviews, and they must not knowingly provide false, inaccurate, or misleading information in respect of the reviews. We reserve the right to cancel the registration of any user who fails to abide by these standards and remove them from our Platform if we determine that they are not an appropriate user.

Furthermore, it is crucial to understand that by posting User Content, users are granting us a non-exclusive, worldwide, perpetual, irrevocable, transferable sublicensable, and royalty-free licence to use, publish, display, store, host, transfer, process, communicate, distribute, make available, modify, adapt, translate, and create derivative works of, the User Content, for the functioning of, and in connection with, the Services. This licence enables us to utilise the

User Content in any way that we deem necessary for the successful functioning of the platform and to promote and advertise the Services to a broader audience.

It should also be noted that in connection with these Terms and the licences granted under this clause, users hereby waive any claims arising out of any moral rights or other similar rights relating to the User Content. This waiver of moral rights further ensures that we may utilise the User Content in any manner we see fit without fear of legal retribution.

Lastly, it must be emphasised that we reserve the right to remove or restrict access to User Content that violates these Terms or that we, in our sole discretion, deem inappropriate. We may do so without notice to the user, as it is our duty to ensure that the content posted on this platform is of the highest quality and does not infringe upon any rights or laws.

In conclusion, users of this platform must agree to abide by these terms and conditions for User Content. Failure to comply with these regulations may result in the removal of the user's content and possibly even their registration from the platform. As always, it is our ultimate goal to ensure that our platform remains a safe, secure, and welcoming environment for all of our users, and we will take all necessary measures to ensure that this is achieved.

Consent To Use Data

It is paramount to recognize that by accessing our app, you unequivocally agree to abide by our terms and conditions with regards to user consent. This entails the collection and use of your personal data as stipulated in our Privacy Policy, which you can access via the website **<https://www.abhimansekaroakaam.com/privacy-policy>**. The Privacy Policy explicitly expounds on the categories of personal data we collect or process about you and the modus operandi of processing such data.

Furthermore, it is essential to understand that in addition to the consent you provide as per the Privacy Policy, you authorise us to share your information with our affiliates or other third-party service providers. It is worth noting that we may use information and data concerning your utilisation of the Services for a multitude of purposes, including the provision of Services, analytics, trend identification, statistics, the enhancement of the efficiency and efficacy of our Services, provision of beneficial schemes, new offers, and experience enhancement. By utilising our app, you unconditionally agree to the sharing of your information with our affiliates or other third-party service providers.

Notwithstanding the foregoing, it is crucial to acknowledge that we may be compelled by law enforcement agencies or the government and related bodies to disclose data in relation to you in connection with criminal or civil proceedings, subject to applicable laws. In such instances, you understand and accept that we shall have the prerogative to share such data with pertinent agencies or bodies. By accessing our app, you give your consent to the disclosure of your data in connection with criminal or civil proceedings, subject to applicable laws.

In conclusion, it is imperative to reiterate that by utilising our app, you are accepting and consenting to the terms and conditions governing user consent as elucidated above. This includes the collection and use of your personal data in compliance with our Privacy Policy, the sharing of your information with our affiliates or other third-party service providers, and the disclosure of your data in connection with criminal or civil proceedings, subject to applicable laws.

Cancellations & Refunds

At Abhiman, we espouse the virtues of providing an unimpeded and user-friendly platform that facilitates seamless communication between job providers and job seekers. However, we comprehend the reality that the course of events may change, and bookings may need to be revoked. Therefore, we have formulated a crystal-clear policy to address the cancellation of bookings and refunds.

Primarily, it is imperative to acknowledge that we bear no responsibility for any cancellation or expiration of the duration of bookings that are executed through our application. As a platform, we are merely a conduit that connects job providers and job seekers, and the terms of the booking solely rest between the two parties. Therefore, any conflicts or disputes that may arise from a booking must be resolved exclusively between the job provider and job seeker.

Moreover, we do not entertain any requests for refunds for any bookings that are cancelled by the job provider or job seeker. This is attributable to the fact that we do not preserve any monetary funds or payment information on behalf of our users. The payment for the booking is directly transacted between the job provider and job seeker, and we have no role to play in this transaction. Consequently, any requests for refunds or cancellations must be dealt with directly by the two parties.

In the case of cancellation by the job seeker within fifteen minutes before the commencement of the job, they will be debarred from applying for jobs for the rest of the day. This measure has been implemented to ensure that job seekers hold themselves accountable for their commitments and do not cancel bookings frivolously. We acknowledge that job seekers may have valid reasons for cancelling a booking, but cancelling at short notice can prove to be an inconvenience for the job provider and disrupt their plans for the day. Hence, we have instituted this policy to encourage job seekers to respect their commitments and cancel only if it is absolutely indispensable.

On the other hand, if the job provider cancels within fifteen minutes before the start time, our fees will not be refunded, but the job amount will be refunded to the job seeker. Our fees are non-refundable as we provide a platform that enables job providers to find job seekers and vice versa. Nevertheless, we believe that the job seeker should not be subjected to penalisation due to the job provider's cancellation, and thus we shall ensure that the job amount is refunded to the job seeker.

It is crucial for both job providers and job seekers to comprehend these policies when utilising our application to make bookings. We urge all users to take their commitments

seriously and reserve bookings only if they are confident that they can honour them. In the event of a cancellation, we implore users to communicate with each other and endeavour to reach an amicable solution.

To summarise, at Abhiman, we do not bear any responsibility for cancellations or expired durations of bookings executed through our application. We do not entertain requests for refunds for any bookings cancelled by the job provider or job seeker, and we have implemented a policy to discourage job seekers from cancelling at short notice. If the job provider cancels within fifteen minutes before the start time, our fees will not be refunded, but the job amount will be refunded to the job seeker. We believe that these policies are necessary to ensure a fair and transparent platform for all users, and we advise all users to familiarise themselves with these policies before making a booking.

Payments

At the outset, it must be expounded that as a job provider, you are accorded the privilege of posting any manner of task on the app, by furnishing the pertinent details thereof, including the name of the task, its description, the category of work it falls under, the timings of work, and the quantum of remuneration you intend to dispense to the jobber. It is noteworthy that you are not charged for the job until it is satisfactorily completed.

Upon the completion of the task, you are obliged to pay a flat job posting fee of ₹25 to Abhiman, which encompasses all applicable taxes. It must be emphasised that by employing the services of the Abhiman app, you hereby acknowledge the aforementioned fee and authorise Abhiman to procure the requisite sum from your in-app wallet or the bank account you have linked with the app.

It must also be illuminated that when a jobber seeks to withdraw money from their in-app wallet, Abhiman levies a payment processing fee of 2.5% of the total amount that has been requested to be withdrawn. This fee encompasses all applicable taxes. It is crucial to comprehend that by utilising the Abhiman app, you unequivocally consent to the payment processing fee and empower Abhiman to debit your in-app wallet or connected bank account for the stipulated amount.

To avail the benefits of the in-app wallet feature, you must first create an account on our platform and accept our terms of use. Subsequently, you may proceed to add funds to your wallet via any of the available payment options. The in-app wallet may be employed for multiple purposes, including the payment of job fees, sending money to other users of the app, or transferring funds to your bank account.

It is noteworthy that you may add funds to your in-app wallet via an assortment of payment methods, such as debit or credit cards, net banking, and UPI payments. Furthermore, you may also receive payments from other users of the app into your wallet. It is pertinent to mention that Abhiman does not levy any charges for adding funds to your wallet.

Additionally, you may utilise your in-app wallet to expeditiously transfer money to other Abhiman users, without incurring any additional costs, by making use of our wallet-to-wallet

transfer feature. In order to effectuate the transfer, you must ensure that your wallet contains adequate funds to cover the transfer amount. Once the transfer is initiated, the funds will be instantaneously transferred to the recipient's wallet.

It must also be elucidated that if you post a job on our platform, you possess the option of mandating that interested candidates pay the job fee in advance, before they are permitted to apply for the job. In such a scenario, candidates who are desirous of applying for the job must first pay the job fee via their in-app wallet. Once the payment has been received, you will be duly notified of the same and can proceed with the hiring process.

Moreover, it is feasible for you to transfer funds from your in-app wallet to your bank account via the app. To initiate this process, you must first link your bank account with your Abhiman account. Once the requisite linkage has been established, you may transfer funds from your wallet to your bank account using the app. It is imperative to note that Abhiman does not impose any charges for transferring funds to your bank account, although your bank may levy certain fees for the receipt of such funds.

Disputes & Dispute Redressal

It is with the utmost seriousness and gravity that we must inform all users of the Abhiman application that their acceptance of the terms of use necessarily includes an agreement to abide by the dispute resolution process outlined therein. While we hope that no conflicts will arise between users, it is important to acknowledge the potential for such disputes and to have a fair and impartial means of resolving them.

As an arbiter of such disputes, Abhiman takes a neutral stance and does not show favouritism towards any particular user. Our goal is to ensure that all parties involved in a dispute have an opportunity to present their case and provide any relevant evidence that may help to resolve the matter. It is important to note, however, that while we strive to expedite the resolution process, we cannot guarantee a timely or satisfactory outcome.

In order to best facilitate the resolution of disputes, we urge all users to bring any concerns they may have about a job to our attention. This will allow us to gather all relevant information and make an informed decision. We may also ask users to provide additional evidence to support their claims. We understand that this can be a frustrating and time-consuming process, but it is essential to ensure a fair and just resolution.

It is also worth noting that failure to bring a dispute to our attention in a timely manner or to provide sufficient evidence may result in the dispute being dismissed as invalid. It is therefore in the best interest of all parties involved to raise any concerns as soon as possible to ensure that they are properly addressed.

By using the Abhiman app, users acknowledge the potential for disputes to arise and agree to abide by our dispute resolution process. This includes an agreement to cooperate fully with our team and to provide any necessary evidence to support their claim. It is also important to note that any decisions made by Abhiman in relation to a dispute are final and binding.

In summary, while we hope that all users of the Abhiman app will have a positive and productive experience, we must acknowledge the potential for conflicts to arise. Our dispute resolution process is designed to ensure that all parties involved have a fair and impartial means of resolving any such disputes. We urge all users to raise any concerns they may have in a timely manner and to cooperate fully with our team throughout the resolution process.

Recruiting Partner Programme

As a Recruiting Partner, you have the opportunity to earn a commission for every job seeker that you refer to Abhiman, subject to certain terms and conditions. In order to participate in the program, both job providers and job seekers must invite new job seekers to join Abhiman using their unique referral code. By using the Abhiman app, you agree to the terms and conditions of the Recruiting Partner program, which authorise Abhiman to charge your in-app wallet or connected bank account for any commissions earned through the program.

As a Recruiting Partner, you have a number of important responsibilities and obligations to fulfil. First and foremost, you must provide accurate and truthful information about the platform and its services when referring new job seekers to Abhiman. This means that you must not make any false claims or exaggerate the benefits of joining Abhiman in order to entice new job seekers to sign up.

In addition to providing accurate information, you must also act in an ethical and responsible manner when referring new job seekers to Abhiman. This includes refraining from engaging in any fraudulent or manipulative behaviour, such as creating fake accounts or using bots to generate referrals. By acting ethically and responsibly, you can help to ensure that Abhiman is a trusted and reliable platform for job seekers and job providers alike.

Another key responsibility of Recruiting Partners is to comply with all applicable laws and regulations when referring new job seekers to Abhiman. This includes data privacy laws and regulations, as well as any other laws or regulations that may apply to your activities as a Recruiting Partner. By complying with these laws and regulations, you can help to protect the privacy and security of job seekers' personal information, and ensure that Abhiman operates in a lawful and responsible manner.

As a Recruiting Partner, you may also collect personal information from the new job seekers you refer to Abhiman. It is your responsibility to protect this information and to ensure that you comply with all applicable data privacy laws and regulations when handling personal information. This means that you must take appropriate steps to safeguard this information from unauthorised access, use, or disclosure, and ensure that it is only used for its intended purposes.

Finally, it is important to note that there may be limits on the number of job seekers you can refer to Abhiman in a given period of time. These limits are in place to ensure that the platform is not flooded with low-quality or spam referrals, which can harm the user experience for all parties involved. By abiding by these referral limits, you can help to ensure

that Abhiman remains a high-quality and reliable platform for job seekers and job providers alike.

In conclusion, the Recruiting Partner program provides an excellent opportunity for job providers and job seekers alike to earn additional income by referring new job seekers to Abhiman. However, it is important to remember that with this opportunity comes a number of important responsibilities and obligations. By providing accurate and truthful information, acting ethically and responsibly, complying with all applicable laws and regulations, protecting personal information, and abiding by referral limits, Recruiting Partners can help to ensure that Abhiman remains a trusted and reliable platform for all users.

Liability

The following discourse aims to expound upon the complex legal jargon that characterises the terms and conditions of this app. It is the intention of this verbose and labyrinthine analysis to elucidate the intricate details of the liability of the company as it relates to the provision of the platform and the necessary references between job providers and job seekers.

It is important to note that by utilising this app, the user acknowledges and agrees to the terms and conditions related to liability as set forth by the company. The company, as a referral partner, merely provides a platform for job providers and job seekers to connect. Therefore, the company shall not be held responsible for any consequences or damages that arise after the two parties are connected through the app.

Furthermore, the liability of the company is limited only to the provision of the platform and making the necessary references between the job providers and job seekers. The company does not provide any guarantees, warranties or assurances in respect of the information, data or content provided by either the job provider or the job seeker.

In the event of any direct or indirect, incidental or consequential damages, including but not limited to, loss of profits, revenues, data or other intangible losses, resulting from the use or inability to use the app, or from any content or information obtained through the app, the company shall not be held liable.

It is essential to note that the company shall not be held responsible for any errors, inaccuracies or omissions in the information provided by either the job provider or the job seeker. Additionally, the company shall not be liable for any misrepresentations or fraudulent conduct of either party.

In utilising this app, the user agrees to indemnify, defend and hold harmless the company, its officers, directors, employees, agents and affiliates from and against any and all claims, damages, liabilities, costs and expenses, including reasonable attorneys' fees, arising out of or in connection with the user's use of the app, the user's breach of these terms and conditions or the user's violation of any law or the rights of any third party.

It is vital to note that the company shall not be held responsible for any delays, interruptions or failures in the app's performance or for any loss of data or information resulting from such delays, interruptions or failures.

Additionally, the company shall not be liable for any damages or losses resulting from the use of third-party software or applications that may be necessary for the use of the app. Any such software or applications are provided "as is" and without any warranties or representations of any kind.

Moreover, the company shall not be held responsible for any damages or losses resulting from the use of the app on a device that is not compatible with the app's requirements. It is the responsibility of the user to ensure that their device meets the app's requirements before using the app.

Finally, the company shall not be held responsible for any damages or losses resulting from the use of the app in violation of any applicable laws or regulations.

It is crucial to recognize that by using this app, the user acknowledges and agrees that the limitations and exclusions of liability set forth in these terms and conditions are reasonable and necessary and that they form an essential basis of the bargain between the user and the company.

In the event that any provision of these terms and conditions is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the fullest extent permitted by law.

In conclusion, the use of this app is subject to the terms and conditions related to liability as set forth by the company. The company, as a referral partner, provides a platform for job providers and job seekers to connect, and its liability is limited to the provision of the platform and making the necessary references between the job providers and job seekers. The company does not provide any guarantees, warranties or assurances in respect of the information, data or content provided by either the job provider or the job seeker. Any damages or losses resulting from the use of the app, including delays, interruptions, failures, or incompatibility with devices or software, are not the responsibility of the company.

By using this app, the user agrees to indemnify, defend and hold harmless the company, its officers, directors, employees, agents and affiliates from and against any and all claims, damages, liabilities, costs and expenses, including reasonable attorneys' fees, arising out of or in connection with the user's use of the app, the user's breach of these terms and conditions or the user's violation of any law or the rights of any third party.

It is essential to read and understand these terms and conditions related to liability before using this app. The user acknowledges and agrees that the limitations and exclusions of liability set forth in these terms and conditions are reasonable and necessary and that they form an essential basis of the bargain between the user and the company.

Intellectual Property

Perchance, let us embark upon a convoluted expedition into the profundities of language and diction. Let it be known that your agreement with the company regarding the use of their App mandates your compliance with their terms of use, which encompass all forms of content accessible via the App. The content, including but not limited to text, graphics, logos, images, and software, is rightfully the property of the company and its licensors, thereby protected by the vast expanse of Indian and international copyright laws.

It is incumbent upon you to acknowledge and consent to the retention of all rights, title, and interest in and to the App by the company or its licensors. This, in turn, extends to all intellectual property rights which are under the exclusive purview of the aforementioned parties. Furthermore, the company explicitly prohibits any reproduction, modification, distribution, or use of any content from the App in any form without the express written consent of the company.

To that end, the company has granted you a limited, non-exclusive, non-transferable, and revocable licence to use the App and its content for personal and non-commercial purposes alone. However, it is imperative that you note the absence of any rights granted to you regarding the use of the company's or its licensors' trademarks or service marks.

Moreover, you are precluded from using the App or its content for any commercial purpose without the prior written consent of the company. Any attempt to mine data or use robots or similar methods for data gathering or extraction on the App or any of its content is strictly prohibited. Additionally, any reverse engineering, decompiling, disassembling, or attempt to derive the source code of the App or any part thereof is similarly prohibited.

The company reserves the right to terminate your access to the App or any part of it at any time, with or without cause, without notice to you. Upon termination, you must immediately discontinue all use of the App and eradicate any copies of the App or its content in your possession.

Be advised that any unauthorised use of the App or its content may result in irreparable harm to the company or its licensors. As such, the company or its licensors shall be entitled to seek injunctive relief in the event of any such occurrence, in addition to any other remedies available to them.

Additionally, you acknowledge and agree that the company or its licensors may, at their sole discretion, modify or discontinue any aspect of the App, including but not limited to its content, functionality, and availability, at any time and without notice to you.

It is pertinent to note that the App and its content may be subject to export controls, and it is solely your responsibility to comply with all applicable export control laws and regulations.

Finally, you agree to indemnify, defend, and hold harmless the company, its licensors, and their respective officers, directors, employees, agents, successors, and assigns from and against any and all losses, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, arising out of or in connection with your use of the App or its content, your violation of these Terms of Use, or your violation of any applicable law or regulation.

Furthermore, the company reserves the right to collect and use certain information about you and your use of the App in accordance with its Privacy Policy. By using the App, you consent to such collection and use of your information.

Finally, it should be noted that the company may send you electronic communications, including but not limited to emails, push notifications, and in-app messages, concerning the App and its content, as well as promotional and marketing communications. However, you may opt-out of receiving promotional and marketing communications at any time by following the instructions provided in such communications.

The App may include links to third-party websites or resources. You acknowledge and agree that the company is not responsible or liable for the availability, accuracy, or content of such websites or resources. Links to such websites or resources do not imply any endorsement by the company of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

Termination

The Company reserves the right, at its sole discretion, to terminate or suspend your access to all or any part of the Abhiman app and its associated services at any time, with or without notice, and without liability to you or any third party. This termination may be prompted by a breach of any of the terms and conditions of use, or upon a decision by the Company to cease the provision of the Abhiman app and its associated services.

Upon termination or suspension of your access to the Abhiman app and its associated services, all rights and licences granted to you will cease immediately. You acknowledge and agree that the Company shall not be liable to you or any third party for any termination or suspension of your access to the Abhiman app and its associated services.

Without prejudice to any other rights or remedies available to the Company, the provisions of these Terms of Use concerning disclaimer of warranties, limitation of liability, indemnification, and proprietary rights shall survive any termination or expiration of these Terms of Use. The termination of these Terms of Use shall not relieve you of any obligations or liabilities that may have arisen prior to such termination or expiration, including payment obligations.

It is essential to note that the Company shall not be liable to you or any third party for any damages, including but not limited to, direct, indirect, incidental, special, consequential, or exemplary damages, arising out of or in connection with the termination or suspension of your access to the Abhiman app and its associated services.

In conclusion, it is imperative to reiterate that the Company reserves the right to terminate or suspend your access to the Abhiman app and its associated services at any time, without notice, and without liability to you or any third party. The provisions of these Terms of Use concerning disclaimer of warranties, limitation of liability, indemnification, and proprietary rights shall survive any termination or expiration of these Terms of Use. The Company shall

not be liable to you or any third party for any damages arising out of or in connection with the termination or suspension of your access to the Abhiman app and its associated services.

End

In sum, it is unequivocally incumbent upon you, esteemed user, to cogitate upon and comprehend the multifaceted and labyrinthine nature of the payments system of the Abhiman app, as expounded in detail above. By employing the services of the Abhiman app, you irrevocably manifest your consent to the terms and conditions elucidated above, including the job posting fee, payment processing fee, and other pertinent regulations. It is crucial to apprehend that your utilisation of the app shall be construed as an affirmative acceptance of all the above-stated terms and conditions, and you shall be held solely responsible for any consequences arising from your use of the app. In no event shall the company, its affiliates, or the app be held accountable for any claims, losses, or damages arising out of or in connection with your use of the app. By proceeding to utilise the Abhiman app, you explicitly release the company, its affiliates, and the app from any liability or obligation that may arise in this regard.