

Introduction

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SRBIT reserves the right, in its sole discretion and at any time, to terminate your access to the websites and/or any of its services without liability to you or any third-party. In addition, SRBIT holds the right to monitor and access all the accounts of the subscribers/users/jobseekers/third party integrators related to the software services.

Besides, once the subscription period (free or paid) has elapsed, all the information and data of that particular account associated with SRBIT software will be automatically deleted after 60 days. SRBIT holds no responsibility for any kind of loss of data or information.

Purpose

myscreebo.com is intended only to serve as a preliminary medium of contact and exchange of information for its users / members / visitors / job seekers 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.

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The software services are Copyright (C) 2019-2020 by SRBIT. All rights are reserved. This document is effective as of July 15, 2019. This is a legal agreement between the recipients of the software services, means you, herein referred to as the recipient, and SRBIT, herein referred to as the author.

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Ownership

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This service will terminate automatically, without notice from the author, if the recipient fails to comply with the terms and conditions of this Service Agreement. Upon termination, the recipient shall immediately discontinue use of the software services and destroy all copies of the software services. All payments made by recipient are non-refundable. Notwithstanding termination, the following provisions shall survive: Disclaimer of Warranty and Limitation of Liability. All other rights granted under this service will cease upon termination.

Free subscription usage policy

Free subscription of our product as available on our website is limited to only one user per company/organization/enterprise/recruitment firm/consultancy firm/staffing firm, irrespective of multiple locations of the said entity. If any multiple accounts of the same company is found, SRBIT holds all the rights to deactivate/terminate the service immediately, completely or partially with or without prior information. SRBIT will not be responsible for any loss of information or data in such an event. SRBIT holds the right to cancel/modify its free subscription usage policy at any time.

Access to the Applications and Services

Applications may only be accessed and used on a device owned or controlled by you and running the relevant operating system for which the Application concerned was designed, so you must make sure you have a compatible device which meets all the necessary technical specifications to enable you to use any Application you wish to access.

You will be assumed to have obtained permission from the owner of any device that is controlled, but not owned, by you to access an Application from that device. You accept responsibility, in accordance with these terms and conditions, for all access to, and use of, any Application by you on any device, whether or not it is owned by you.

You acknowledge that the mobile service provider for any mobile device on which you access or use any Application or Service may charge for internet access (including mobile data usage) on that device.

We cannot and do not guarantee the continuous, uninterrupted or error-free operability of any Application or Service or that any Application or Service related to SRBIT and myscreebo.com will respond at a certain speed (since this depends on a number of factors outside our control).

Intellectual property rights

We license, but do not sell, to you any application/services/platform/software of SRBIT and myscreebo.com/myscreebo.co.in you access or use. We remain the owners of all applications and services at all times.

All intellectual property rights in the Applications and Services their content (including text, graphics, software, photographs and other images, videos, sound, trademarks and logos), are owned by us or our licensors. Except as expressly set out here, nothing in these terms and conditions gives you any rights in respect of any intellectual property owned by us or our licensors and you acknowledge that you do not acquire any ownership rights by accessing any Application or any content from any Application.

Content

We cannot and do not guarantee that any Application or Service or its content will be free from viruses and/or other code that may have contaminating or destructive elements. It is your responsibility to implement appropriate IT security safeguards (including anti-virus and other security checks) to satisfy your particular requirements as to the safety and reliability of any Application or Service and its content.

Your personal information

Use of your personal information submitted to us (whether via any Application, Service or the Website) is governed by our Privacy and Cookies Policy. Additionally, by using any Application or Service, you acknowledge that internet transmissions are never completely private or secure and that it is always possible that any message or information you send using any Application or Service may be read or intercepted by others.

Suspension and termination

We may, from time to time, with or without prior notice, temporarily suspend the operation of any Service (in whole or in part) for repair or maintenance work or in order to update or upgrade any contents, features or functionality.

We reserve the right to suspend or terminate any Service at any time, with or without prior notice, if we need to do so for security, legal or, unless it is a paid-for Service subscription, any other reasons.

We may, with or without prior notice, suspend or terminate any Service and/or your use of your account in the event that you:

Breach any of these terms and conditions;

Fail to pay any correctly billed charges when due;

or become insolvent or make composition with your creditors or petition for your own bankruptcy or have a bankruptcy petition presented against you, or are subject to any event or proceedings which are equivalent or substantially similar under any applicable jurisdiction.

Upon termination

All rights granted to you under these terms and conditions will immediately cease;

You must immediately discontinue all further use of your account and any Application or Service;

And you must promptly pay us all outstanding amounts that you owe us.

Our liability

Subject to this, if you are a consumer and not a business user, in no event shall we be liable to you for any business losses, and if you are a business user, in no event shall we be liable to you for any indirect or consequential losses, or for any loss of profit, revenue, contracts, data, goodwill or other similar losses.

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations that is caused by events outside our reasonable control.

Entire Agreement

This Agreement constitutes the complete and exclusive agreement between author and recipient with respect to the subject matter hereof and supersedes all prior oral or written understandings, communications or agreements not specifically incorporated herein. This Agreement may not be modified except in a writing duly signed by an authorized representative of SRBIT and the customer.

Other system data-user to use on own discretion and ownership

The User is solely responsible for maintaining confidentiality of the user credentials and user identification and all activities and transmission performed by the user through his user identification and shall be solely responsible for carrying out any online or off-line transaction involving credit cards / debit cards or such other forms of instruments or documents for making such transactions and SRBIT assumes no responsibility or liability for their improper use of information relating to such usage of credit cards / debit cards used by the subscriber online / off-line.

The User/Subscriber/Visitor to myscreebo.com 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, by laws and notifications made thereunder, while assessing or feeding any resume/ insertion or information/data into the computers, computer systems or computer network of SRBIT. The said User/ subscriber/ visitor to myscreebo.com and/or its affiliated websites does further unequivocally declare that in case he/she 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 myscreebo.com shall not be done in a manner so as to:

Violate any applicable local, provincial, state, national or international law, statute, ordinance, rule or regulation;

Interfere with or disrupt computer networks connected to myscreebo.com;

Impersonate any other person or entity, or make any misrepresentation as to your employment by or affiliation with any other person or entity;

Forge headers or in any manner manipulate identifiers in order to disguise the origin of any user information;

Interfere with or disrupt the use of myscreebo.com by any other user, nor "stalk", threaten, or in any manner harass another user;

Use myscreebo.com in such a manner as to gain unauthorized entry or access to the computer systems of others;

Reproduce, copy, modify, sell, store, distribute or otherwise exploit for any commercial purposes myscreebo.com, or any component thereof (including, but not limited to any materials or information accessible through myscreebo.com);

Use content from the Site for derivative works with a commercial motive without prior written consent of the SRBIT.

Use any device, software or routine to interfere or attempt to interfere with the proper working of myscreebo.com; or

Impose an unreasonable or disproportionately large load on myscreebo.com infrastructure.

Spam myscreebo.com/SRBIT by indiscriminately and repeatedly posting content or forwarding mail that may be considered spam etc.

Access data not intended for you or log into server or account that you are not authorized to access;

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

Engage in "framing," "mirroring," or otherwise simulating the appearance or function of the Site

Attempt to probe, scan or test the vulnerability of a system or network;

Use automated means to crawl and/or scrape content from myscreebo.com and to manually scrape content from myscreebo.com;

The Site uses technological means to exclude Robots etc. from crawling it and scraping content. You undertake not to circumvent these methods.

Access the Site except through the interfaces expressly provided by SRBIT;

Attempt or breach security or authentication measures without proper authorization;

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Subscribers shall under no circumstance sublicense, assign, or transfer the License, and any attempt at such sublicense, assignment or transfer is void.

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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;

Which contains a computer virus, or other code, files or programs intending in any manner to disrupt or interfere with the functioning of myscreebo.com, or that of other computer systems;

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/blaspheinous, vulgar, obscene, or racially, ethnically, or otherwise unlawful in any manner whatsoever;

Which constitutes or encourages conduct that would constitute a criminal offence, give rise to other liability, or otherwise violate applicable law;

That deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;

That belongs to another person and to which the user does not have any right to;

That harm minors in any way;

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.

SRBIT 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, bugs, or technical glitch 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.

SRBIT 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 relating to or regarding online transactions using credit cards / debit cards and / or their verification process and particulars nor for any error, omission or inaccuracy with respect to any information so disclosed and used whether or not in pursuance of a legal process or otherwise.

Payments for the services offered by myscrebo.com shall be on a 100% advance basis. Refund if any will be at the sole discretion of SRBIT. SRBIT offers no guarantees whatsoever for the accuracy or timeliness of the refunds reaching the Customers card/bank accounts. SRBIT gives no guarantees of server uptime or applications working properly. All is on a best effort basis and liability is limited to refund of amount only. SRBIT undertakes no liability for free services. SRBIT reserves its right to amend / alter or change all or any disclaimers or terms of agreements at any time without any prior notice. All terms / disclaimers whether specifically mentioned or not shall be deemed to be included if any reference is made to them.

Subscriber/user acknowledges and agrees that SRBIT/myscreebo.com, 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 SRBIT under any other agreement or commercial relationship towards other products/services.

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

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

SRBIT will not be party to any legal proceedings between a user (e.g. a subscriber) and a party contracted through the site. In case SRBIT is implicated in any legal proceedings, costs will be recovered from the party that names SRBIT. SRBIT however will abide with any court order served on it through due process. SRBIT controls and operates this platform from its headquarters in Pune (India) and makes no representation that the materials/data/information on myscreebo.com 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 myscreebo.com or to any other site maintained, operated or owned by SRBIT, it should not be held responsible for the same. SRBIT assumes no responsibility for such mails.

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

The Terms and conditions mentioned above regulate the usage of myscreebo.com & myscreebo.co.in. Any person using myscreebo.com & myscreebo.co.in in violation of the stipulations contained in the Terms and Conditions of myscreebo.com shall render himself/herself liable to appropriate action in a court of law both civil and criminal.

Jobseekers/users using myscreebo.com by registering yourself on myscreebo.com, you agree to the following terms and conditions

The resume/ insertion or information/data fed by the user can be updated by the user alone

SRBIT do not provide any guarantee nor warranty for its jobseekers/users getting the job using myscreebo.com.

SRBIT offers no guarantee nor warranties that there would be a satisfactory response or any response at all once the resume/ insertion or information/data is fed by the user.

SRBIT neither guarantees nor offers any warranty about the credentials bonafides, status or otherwise of the prospective employer/organization which downloads the resume/ insertion or information/data and uses it to contact the user.

SRBIT would not be held liable for loss of any data technical or otherwise, or of the resume/ insertion or information/data or particulars supplied by user.

It shall be sole prerogative and responsibility of the user to check the authenticity of all or any response received pursuant to the resume/ insertion or information/data being fed into the network system of SRBIT by the user, for going out of station or in station for any job or interview. SRBIT assumes no responsibility in respect thereof and expressly disclaims any liability for any act, deed or thing which the user may so do, pursuant to the receipt of the response, if any, to the resume/ insertion or information/ date being fed into the network system of SRBIT.

Uploading of multiple resumes beyond a reasonable limit by the same individual, using the same or different accounts shall entitle SRBIT to remove the Resumes without notice to the subscriber. 6.a This service is only meant for candidates looking for suitable jobs. Any usage with commercial intent is prohibited.

SRBIT reserves its right to reject and delete any resume/ insertion or information/data fed in by the user without assigning any reason.

This service entitles the user alone i.e the same person, to add modify or change the data/information fed in by him but does not entitle him to use the service to feed fresh insertion or information/data /resume of another person in place of the insertion or information/data already fed in by such user.

SRBIT has the right to make all such modifications/editing of resume in order to fit resume in its database.

Jobseekers/users may receive notification about the job posting via Text SMS, MMS, any online messaging platform, job portals, E-mails, phone calls and others.

The subscriber shall be assigned a password (s) by SRBIT to enable the subscriber to access all the information received through myscreebo.com, but the sole responsibility of the safe custody of the password shall be that of the subscriber and SRBIT shall not be responsible for data loss/theft of data/corruption of data or the wrong usage/misuse of the password and any damage or leak of information and its consequential usage by a third party. SRBIT undertakes to take all reasonable precautions at its end to ensure that there is no leakage/misuse of the password granted to the subscriber. When you indicate your interest in a Job Listing on myscreebo.com, you are sending your CV and application information including relevant documents to myscreebo.com, and you are requesting and authorizing myscreebo.com to make available such application information to the applicable Employer(s) for such Job Listing(s).

In addition, by using myscreebo.com, you agree that myscreebo.com is not responsible for the content of the Employer's application form, messages, screening questions, testing assessments, or their format or method of delivery.

You consent to your application, documents and any responses sent to you by the Employer or vice versa through myscreebo.com being processed and analysed by myscreebo.com according to these terms of use and myscreebo.com's Privacy Policy. myscreebo.com shall store and process such information regardless of whether a job vacancy has been filled. myscreebo.com may use your application materials (including your CVs and responses to employer's questions) to determine whether you may be interested in a Job Listing, and myscreebo.com may reach out to you about such Job Listing.

Information you post in public areas of myscreebo.com sites or applications or make visible in the resume and profile database may be accessed, used, and stored by others around the world, including those in countries that might not have legislation that guarantees adequate protection of personal information as defined by your country of residence. While myscreebo.com takes measures to safeguard your information from unauthorized access or inappropriate use, myscreebo.com does not control these third parties and we are not responsible for their use of information you give to us. Accordingly, you

should not post sensitive information or any other information you would not want made public, to any portion of myscreebo.com or application or to a public website.

The user represents that he/she is not a minor and is not under any legal or other disability which limits his/her ability to comply with these Terms or to install and use the services subscribed and purchased with minimal risk of harm to you or others. You further represent that you are not purchasing the products/services for resale to others and will not do so without SRBIT's prior written consent.

All changes / modifications made by the user to the data / information may be effected and may come into operation only after 24-48 hours of such changes / modifications being made.

On registration you agree to: a) Making your resume and account or profile searchable to clients of SRBIT and myscreebo.com who subscribe to myscreebo.com

The user agreement between a user/subscriber and SRBIT will be treated as having been terminated in the following events: (i) On completion of the term for which the user/subscriber engages the services of the website; or (ii) In case the user/subscriber violates any of the conditions of this agreement or any other agreement entered into by him with SRBIT, however, such termination will be at the option and discretion of SRBIT; or (iii) On writing and on such terms as agreed to by the parties mutually.

The User of these services does not claim any copyright or other Intellectual Property Right over the data uploaded by him/her on the website.

BY ACCEPTING THESE TERMS AND CONDITIONS, YOU AGREE TO INDEMNIFY AND OTHERWISE HOLD HARMLESS SRBIT, 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 myscreebo.com INCLUDING BUT NOT LIMITED TO INFORMATION PROVIDED BY YOU OR ANY OTHER MATTER RELATING TO myscreebo.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.