

## TERMS OF SERVICE AGREEMENT

LAST REVISION: [25-01-2023]

In these terms and conditions of use ("Terms of Use"), the following terms shall have the meaning as ascribed to them below:

Skill Council for Persons with Disability (Hereinafter referred to as "**SCPwD**"), a Society incorporated under the relevant provisions of the Societies Registration Act, 1860, having Registration No. S-E/732/ Distt. South-East/2015 and having its office address at 501, City Centre, Sec-12, Dwarka, New Delhi, India, which is the owner of all rights in this Website.

SCPwD, has been constituted jointly by Confederation of Indian Industries (CII), Ministry of Social Justice & Empowerment (MSJE) and National Skill Development Corporation (NSDC) under the aegis of Ministry of Skill Development & Entrepreneurship (MSDE), and is working towards the vision to empower the Persons with Disabilities through skill development, aimed at generating employment, self-employment & entrepreneurship opportunities with the support of vertical Sector Skill Councils (SSCs), industries, government and training institutions, so that they are mainstreamed and lead a life of dignity and also contribute to the economy of the country.

For the purpose of these Terms & Conditions of Use, wherever the context so requires "You" or "User" shall mean any natural or legal person who has agreed to become a User of the Website by providing Registration Data while registering on the Website as Registered User while assessing or feeding any resume and or insertion or information or data into the computers, computer systems or computer network of SCPwD. Website allows the User to surf the Website or making purchases without registering on the Website. The term "SCPwD", "Council", "We", "Us", "Our" shall mean SCPwD".

THIS IS A LEGAL AND BINDING AGREEMENT BETWEEN YOU I.E. THE USER OF THE WEBSITE AND THE COUNCIL AND STATES THE TERMS THAT GOVERN YOUR USE OF THE WEBSITE. PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY. BY ACCESSING THIS WEBSITE AND ANY PAGES THEREOF, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF USE BELOW AND/OR ANY SUCH TERMS AND CONDITIONS OF USE AS ARE COMMUNICATED ON THE PAGES THEREOF. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF USE BELOW AND/OR ANY SUCH TERMS AND CONDITIONS OF USE AS ARE COMMUNICATED ON THE PAGES THEREOF, DO NOT ACCESS THIS WEBSITE, OR ANY PAGES THEREOF.

These Terms & Conditions of Use are published in accordance with the Information Technology Act, 2000 and provisions of Rule 3 (1) of the Information Technology (Intermediaries guidelines) Rules, 2011, regulations, guidelines, bye laws and notifications made thereafter that require publishing the rules and regulations, privacy policy and Terms & Conditions of Use for access or usage of this website. The domain

name [www.pwdnaukri.com](http://www.pwdnaukri.com) (Website) is owned and operated by SCPwD. By accessing this Website or any of its pages, you are agreeing to these Terms & Conditions of Use.

### Notice

**“WE DONOT GUARANTEE OR OFFER ANY WARRANTY OF ANY INTERVIEW CALLS OR ASSURE ANY JOB OFFERS WITH ANY OF OUR SERVICES OR FROM ANY PROSPECTIVE EMPLOYER/ORGANIZATION WHICH DOWNLOADS THE RESUME/ INSERTION OR INFORMATION/DATA AND USES IT TO CONTACT THE USER. THE USER IS ADVISED TO BE CAUTIOUS OF CALLS/EMAILS ASKING FOR PAYMENT FROM OTHER WEB SITES THAT CLAIM TO OFFER SIMILAR SERVICES UNDER THE NAME OF PWDNAUKRI.COM”**

The Website is made available for use only by a person with disabilities or individual with disabilities searching for job or employment/job openings (“Job Seeker/ User”). The Website is made also available for use by various persons, individuals and/or organizations seeking information related to hiring or seeking to make available information regarding employment openings particularly for persons with disabilities, on their behalf or other’s behalf (“Employer/ User”).

This Terms of Service Agreement (the "Agreement") governs your use of this website, <https://pwdnaukri.com> (the "Website"), which includes, and incorporates by this reference, the policies and guidelines referenced below. When you use any of the services provided by Us through the Website, including but not limited to job postings, resume services etc. You will be subject to the rules, guidelines, policies, terms, and conditions applicable to such service, and they shall be deemed to be incorporated into this Terms & Conditions of Use and shall be considered as part and parcel of this Terms & Conditions of Use. The Council reserves the right to change or revise the terms and conditions of this Agreement at any time by posting any changes or a revised Agreement on this Website. The Council will alert you that changes or revisions have been made by indicating on the top of this Agreement the date it was last revised. The changed or revised Agreement will be effective immediately after it is posted on this Website. It is your responsibility to review these Terms & Conditions of Use periodically for updates / changes. Your use of the Website following the posting of any such changes or of a revised Agreement will constitute your acceptance of any such changes or revisions. SCPwD encourages you to review this Agreement whenever you visit the Website to make sure that you understand the terms and conditions that govern the use of the Website. As long as you comply with these Terms & Conditions of Use, We grant You a personal, non-exclusive, non-transferable, limited privilege to enter and use the Website. This Agreement does not alter in any way the terms or conditions of any other written agreement you may have with the Council for other services. If you do not agree to this Agreement (including any referenced policies or guidelines), please immediately terminate your use of the Website. If you would like to print this Agreement, please click the print button on your browser toolbar.

We will do our utmost to ensure that availability of the Website will be uninterrupted and that transmissions will be error-free. However, due to the nature of the Internet, this cannot be guaranteed. Also, User access to the Website may also be occasionally suspended or restricted to allow for repairs, maintenance, or services at any time without prior notice. We will attempt to limit the frequency and duration of any such suspension or restriction.

By impliedly or expressly accepting these Terms & Conditions of Use, You also accept and agree to be bound by our Policies (including but not limited to [Privacy Policy](#)) as amended from time to time.

#### Links and Pages

THIS WEBSITE MAY CONTAIN LINKS AND PAGES TO WEBSITES CONTROLLED OR OFFERED BY THIRD PARTY. WE HEREBY DISCLAIM LIABILITY FOR, ANY INFORMATION, MATERIALS, OR SERVICES POSTED OR OFFERED AT ANY OF THE THIRD PARTY WEBSITES LINKED TO THIS WEBSITE. WE DO NOT ENDORSE OR RECOMMEND ANY PRODUCTS OR SERVICES OFFERED OR INFORMATION CONTAINED AT THAT WEBSITE, NOR WE ARE LIABLE FOR ANY FAILURE OF PRODUCTS OR SERVICES OFFERED OR ADVERTISED AT THOSE WEBSITES.

#### Membership Eligibility

Use of the Website is available only to persons who can form legally binding contracts under the Indian Contract Act, 1872. Persons who are "incompetent to contract" within the meaning of the Indian Contract Act, 1872 including minors, un-discharged insolvents etc. are not eligible to use the Website. If you are a minor i.e. under the age of 18 years, you shall not register as a User of the Website and shall not transact on or use the Website. As a minor if you wish to use or transact on Website, such use or transaction may be made by your legal guardian or parents on the Website. We reserves the right to terminate your membership and / or refuse to provide You with access to the Website if it is brought to our notice or if it is discovered that You are under the age of 18 years.

#### Your Account and Registration Obligations

If you use the Website, You shall be responsible for maintaining the confidentiality of your Display Name, username and Password and You shall be responsible for all activities that occur under your Display Name, username and Password. You agree that if You provide any information that is untrue, inaccurate, not current or incomplete or We have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, or not in accordance with the this Terms and Conditions of Use, We shall have the right to indefinitely suspend or terminate or block access of your membership on the Website and refuse to provide You with access to the Website. Such act on your part can accrue legal implications due to violation of laws not limited to Civil and Criminal liability on your part. Further, the User agrees to indemnify Us for all losses incurred by it 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 our Website.

## Communications

When You use the Website, You may receive messages, e-mails or e-mail notifications corresponding with your activity or you send emails or provide other data, information or communication to Us electronically, You agree and understand that you are communicating with us through electronic records. You agree & share consent to receive communications via electronic records or through message /SMS from Us periodically and as and when required. We may communicate with You by e-mail, SMS, phone call or by such other mode of communication, electronic or otherwise.

## Platform for Transaction and Communication

The Website is a platform that Users and or Job Seekers and Employers utilize for taking services with respect to services provided by us and they interact with one another for their transactions. We are not and cannot be a party to or control in any manner any transaction between the Website's Users or transaction between Job Seekers and Employers.

Henceforward:

- All commercial/contractual terms are offered by and agreed to between Users of the Website alone.
- We do not make any representation or Warranty as to specifics (such as quality, value, saleability, etc.) of the services proposed to be offered on the Website of the third party. We accepts no liability for any errors or omissions, whether on behalf of itself or third parties.
- Users shall not spam the database maintained by Us or indiscriminately and repeatedly forward e-mail that may be considered spam etc. Any conduct of the User in violation of this clause shall entitle Us to forthwith terminate all services to the User without notice and to forfeit any amounts paid by the User.
- 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 is solely responsible for maintaining confidentiality of the username and password and user identification and all activities and transmission performed by the User through his user identification.
- The User/Subscriber/Visitor to Our Website and/or its affiliated Websites does hereby specifically agree that User 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 Us. The said User/ subscriber/ visitor to Our Website and/or its affiliated Websites does

further unequivocally declare that in case User violates any provisions of the Information Technology Act, 2000 and/or rules, regulations, guidelines, byelaws and notifications made thereunder, User shall alone be responsible for all his acts, deeds and things and that User alone shall be liable for civil and criminal liability there under or under any other law for the time being in force.

- You release and indemnify Us and/or any of its officers and representatives from any cost, damage, liability or other consequence of any of the actions of the User of the Website and specifically waive any claims that You may have in this behalf under any applicable law. Notwithstanding its reasonable efforts in that behalf, We cannot take responsibility or control the information provided by other Users which is made available on the Website. You may find other User's information to be offensive, harmful, inconsistent, inaccurate, or deceptive. Please use caution and practice safe trading when using the Website. Please note that there could be risks in dealing with underage persons or people acting under false pretence.
- 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 computer network or Website or otherwise with an intention to do so.
- We will make best efforts to do so but does not warrant that any of the Websites 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. E-mails provided as part of contact details are expected to be genuine and access to such e-mail accounts is available to authorised personnel only.
- We 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 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.
- In case a person using the world wide web/internet receives a spam or virus which includes a link to the Website or to any other Website maintained, operated or owned by Us, We should not be held responsible for the same. We assume no responsibility for such e-mails.
- We neither guarantee nor offer any warranty about the credentials *bona-fides*, status or otherwise of the prospective employer/organization which downloads the resume/insertion or information/data and uses it to contact the User. We 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 the User due to acts of god as well as reasons beyond our control like corruption of data or delay or failure to perform as a result of any cause(s) or conditions that are beyond Our reasonable control including but not limited to strikes, riots, epidemic, pandemic, civil unrest, Govt. policies,

tampering of data by unauthorized persons like hackers, distributed denial of service attacks, virus attacks, war and natural calamities.

- We undertake to take all reasonable precautions at our end to ensure that there is no leakage/misuse of the password granted to the User. It shall be the sole responsibility of the User to ensure that it uses the privacy setting options as it deems fit to debar / refuse access of the data fed by it, to such corporate entities individuals or consultants or employer.
- By using this Website, You agree that We are not responsible for the content of the User's job application, messages, e-mails and that We do not guarantee receipt of your application by the User. We do not guarantee the validity of a job listing or offer or posting and caution You to verify the validity of a job offer or opening before taking any action. You are solely responsible for verifying the accuracy of any User or job offer or opening or listing.
- You understand and agree that You access or attend or use telephonic interviews at your own direction and risk and that We disclaim all liability arising out of your use of such telephonic interviews.

#### Use of the Website

You are requesting and authorizing Us to make available your resume to any Employer / User/ Person that may have an interest in your resume by creating a public resume through the Website. We may also automatically recommend You the jobs via the e-mail or messages. We may also share with You Job posting or listing and these recommendations may be on the basis of a variety of factors, including but not limited to, any information that You have put on the Website. You agree, undertake and confirm that your use of Website shall be strictly governed by the following binding principles:

- You shall not host, display, upload, modify, publish, transmit, update or share any information which:
  - Belongs to another person and to which You does not have any right to;
  - Is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever; or unlawfully threatening or unlawfully harassing including but not limited to "indecent representation of women" within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986;
  - Is misleading in any way;

- Is patently offensive to the online community, such as sexually explicit content, or content that promotes obscenity, paedophilia, racism, bigotry, hatred or physical harm of any kind against any group or individual;
- Harasses or advocates harassment of another person;
- Involves the transmission of "junk mail", "chain letters", or unsolicited mass mailing or "spamming";
- Promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libellous;
- Infringes upon or violates any third party's rights [including, but not limited to, intellectual property rights, rights of privacy (including without limitation unauthorized disclosure of a person's name, e-mail address, physical address or phone number) or rights of publicity];
- Promotes an illegal or unauthorized copy of another person's copyrighted work (see "Copyright complaint" below for instructions on how to lodge a complaint about uploaded copyrighted material), such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files;
- Contains restricted or password-only access pages, or hidden pages or images (those not linked to or from another accessible page);
- Provides material that exploits people in a sexual, violent or otherwise inappropriate manner or solicits personal information from anyone;
- Provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
- Contains video, photographs, or images of another person (with a minor or an adult).
- Tries to gain unauthorized access or exceeds the scope of authorized access to the Website or to profiles, blogs, communities, account information, bulletins, friend request, or other areas of the Website or solicits passwords or personal identifying information for commercial or unlawful purposes from other users;
- Engages in commercial activities and/or sales without Our prior written consent such as contests, sweepstakes, barter, advertising and pyramid schemes, or the buying or selling of "virtual" products related to the Website. Throughout this Terms & Conditions of Use, Our prior written consent means a communication coming from our Legal Department, specifically in response

to your request, and specifically addressing the activity or conduct for which you seek authorization;

- solicits gambling or engages in any gambling activity which We, in Our sole discretion, believes is or could be construed as being illegal;
- Interferes with another User's use and enjoyment of the Website or any other individual's User and enjoyment of similar services;
- Refers to any website or URL that, in Our sole discretion, contains material that is inappropriate for the Website or any other website, contains content that would be prohibited or violates the letter or spirit of these Terms & Conditions of Use.
- Harm minors in any way;
- Infringes any patent, trademark, copyright or other proprietary rights or third party's trade secrets or rights of publicity or privacy or shall not be fraudulent;
- Violates any law for the time being in force;
- Deceives or misleads the addressee/ users about the origin of such messages or communicates any information which is grossly offensive or menacing innature;
- Impersonate another person;
- Contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; or contains any trojan horses, worms, time bombs, cancel bots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, diminish value of, surreptitiously intercept or expropriate any system, data or personal information;
- Threatens the unity, integrity, defense, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation.
- Shall not be false, inaccurate or misleading;
- Shall not, directly or indirectly, offer, attempt to offer, trade or attempt to trade in any item, the dealing of which is prohibited or restricted in any manner under the provisions of any applicable law, rule, regulation or guideline for the time being in force.
- Shall not create liability for Us or cause Us to lose (in whole or in part) the services of Our internet service provider ("ISPs") or other suppliers;



- You shall not use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Website or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Website or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Website. We reserve Our right to bar any such activity.
- You shall not attempt to gain unauthorized access to any portion or feature of the Website, or any other systems or networks connected to the Website or to any server, computer, network, or to any of the services offered on or through the Website, by hacking, password "mining" or any other illegitimate means.
- You shall not probe, scan or test the vulnerability of the Website or any network connected to the Website nor breach the security or authentication measures on the Website or any network connected to the Website. You may not reverse look-up, trace or seek to trace any information on any other User of or visitor to Website, or any other customer, including any account on the Website not owned by You, to its source, or exploit the Website or any service or information made available or offered by or through the Website, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than Your own information, as provided for by the Website.
- You shall not make any negative, denigrating or defamatory statement(s) or comment(s) about Us or the brand name or domain name used by Us, or otherwise engage in any conduct or action that might tarnish the image or reputation, of Us on platform or otherwise tarnish or dilute any trade or service marks, trade name and/or goodwill associated with such trade or service marks, trade name as may be owned or used by us. You agree that You will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Website or our systems or networks, or any systems or networks connected to Us.
- You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Website or any transaction being conducted on the Website, or with any other person's use of the Website.
- You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal You send to Us on or through the Website or any service offered on or through the Website. You may not pretend that You are, or that You represent, someone else, or impersonate any other individual or entity.
- You may not use the Website or any content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of SCPwD or [www.pwdnaukri.com](http://www.pwdnaukri.com) and / or others.

- You shall at all times ensure full compliance with the applicable provisions of the Information Technology Act, 2000 and rules thereunder as applicable and as amended from time to time and also all applicable Domestic laws, rules and regulations (including the provisions of any applicable Exchange Control Laws or Regulations in Force) and International Laws, Foreign Exchange Laws, Statutes, Ordinances and Regulations, Goods and Services Tax regarding Your use of Our Website. You shall not engage in any activity, which is prohibited by the provisions of any applicable law including exchange control laws or regulations for the time being in force.
- You solely to enable Us to use the information You supply Us with, so that we are not violating any rights You might have in Your Information, You agree to grant Us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to exercise the copyright, publicity, database rights or any other rights You have in Your Information, in any media now known or not currently known, with respect to Your Information. We will only use Your information in accordance with the Terms & Conditions of Use and Privacy Policy applicable to use of the Website.
- You shall not engage in advertising to, or solicitation of, other Users of the Website to buy or sell any products or services, including, but not limited to services related to that being displayed on the Website or related to us. You may not transmit any chain letters or unsolicited commercial or junk e-mail to other Users via the Website. It shall be a violation of these Terms & Conditions of Use to use any information obtained from the Website in order to harass, abuse, or harm another person, or in order to contact, advertise to, solicit, or sell to another person other than Us without Our prior explicit consent. In order to protect Our Users from such advertising or solicitation, We reserve the right to restrict the number of messages or e-mails which a User may send to other Users in any 24-hour period which We deems appropriate in its sole discretion. You understand that We have the right at all times to disclose any information (including the identity of the persons providing information or materials on the Website) as necessary to satisfy any law, regulation or valid governmental request. This may include, without limitation, disclosure of the information in connection with investigation of alleged illegal activity or solicitation of illegal activity or in response to a lawful court order or subpoena. In addition, We can (and You hereby expressly authorize Us to) disclose any information about You to law enforcement or other government officials, as we, in Our sole discretion, believe necessary or appropriate in connection with the investigation and/or resolution of possible crimes, especially those that may involve personal injury. We reserve the right, but has no obligation, to monitor the materials posted on the Website. We shall have the right to remove or edit any content that in its sole discretion violates, or is alleged to violate, any applicable law or either the spirit or letter of these Terms of Use. Notwithstanding this right, **YOU REMAIN SOLELY RESPONSIBLE FOR THE CONTENT OF THE MATERIALS YOU POST ON THE WEBSITE AND IN YOUR PRIVATE MESSAGES.** Please be advised that such Content posted does not

necessarily reflect Our views. In no event shall We assume or have any responsibility or liability for any Content posted or for any claims, damages or losses resulting from use of Content and/or appearance of Content on the Website. You hereby represent and warrant that You have all necessary rights in and to all Content which You provide and all information it contains and that such Content shall not infringe any proprietary or other rights of third parties or contain any libellous, tortious, or otherwise unlawful information.

- It is possible that other users (including unauthorized users or "hackers") may post or transmit offensive or obscene materials on the Website and that You may be involuntarily exposed to such offensive and obscene materials. It also is possible for others to obtain personal information about You due to your use of the Website, and that the recipient may use such information to harass or injure You. We do not approve of such unauthorized uses, but by using the Website You acknowledge and agree that We are not responsible for the use of any personal information that You publicly disclose or share with others on the Website. Please carefully select the type of information that You publicly disclose or share with others on the Website.
- We shall have all the rights to take necessary action and claim damages that may occur due to your involvement/participation in any way on your own or through group/s of people, intentionally or unintentionally in DoS/DDoS (Distributed Denial of Services).

#### Consent to Use of Data

You agree that We can collect certain personal information about you such as your IP Address, cookies, etc. and can automatically store it the database of the Website. However, if You register yourself on the Website, you shall be required to provide certain personal information for the registration and/or access the web pages. Such information may include, without limitation, your name, e-mail address, contact address, mobile/telephone number(s), sex, age, occupation, interests, type of disability, billing information, financial information, PAN Card, Personal Identification Proof or Card, content, IP address, standard web log information, information about your computer hardware and software and such other information as may be required for your interaction with the services and from which your identity is discernible. We may also collect demographic information that is not unique to you such as code, preferences, favourites, etc. Further, sometimes you may be asked to provide descriptive, cultural, preferential and social & life style information. (Hereinafter referred to as the "Information").

You agree and consent that any synchronization of your social media accounts with that of User account shall be available to be viewed by other recruiters, employers, User and third parties for the purposes of providing services and other related activities.

You agree that We in accordance with our Cookie and Privacy Policy, may collect and use INFORMATION, technical data such as Your IP address, device ID, usage data and third party related information, including but not limited to technical information about your

mobile device, system and application software, account details and further data in connection with such account on third party social media platforms and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services to you related to Our mobile application or App.

You agree and confirm that any such INFORMATION collected through your registration or opting for any of Our services on the Website can use, transfer, process and store such INFORMATION in any manner whatsoever. The INFORMATION collected can be shared with third parties in case You register yourself on the Website or opting for any services and you herein by agreeing to this Terms & Conditions of Use and grant explicit permission and approval for the same.

As between You and Us, You own the content and information that You submit or post to the Website and You are only granting Us the following non-exclusive license: A worldwide, transferable and sub-licensable right to use, copy, modify, distribute, publish, and process, information and content that You provide through our Services, without any further consent, notice and/or compensation to you or others. These rights are limited in the following ways:

- You can end this license for specific content by deleting such content from the Services, or generally by closing your account, except (a) to the extent you shared it with others as part of the Service and they copied or stored it and (b) for the reasonable time it takes to remove from backup and other systems.
- We will not include your content in advertisements for the products and services of others (including sponsored content) to others without your separate consent. However, We have the right, without compensation to you or others, to serve ads near your content and information, and your comments on sponsored content may be visible as noted in the Privacy Policy.
- We will get your consent if we want to give others the right to publish your posts beyond the Service. However, other Members or Users and/or Visitors may access and share your content and information, consistent with your settings and degree of connection with them.
- While, We may edit and make formatting changes to your content (such as translating it, modifying the size, layout or file type or removing metadata), We will not modify the meaning of your expression.
- Because you own your content and information and we only have non-exclusive rights to it, you may choose to make it available to others, including under the terms of a Creative Commons license.

You agree that We may access, store and use any information that you provide in accordance with the terms of the Privacy Policy.

You agree to only provide content or information if that does not violate the law nor anyone's rights (e.g., without violating any intellectual property rights or breaching a contract). You also agree that your Job profile or any profile or post or any information will be truthful.

#### Contents Posted on Website

All text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music and artwork (collectively, "Content"), is a third party user generated content and [www.pwdnaukri.com](http://www.pwdnaukri.com) or the Council has no control over such third party user generated content as We are merely an intermediary for the purposes of this Terms & Conditions of Use.

Except as expressly provided in these Terms & Conditions of Use, no part of the Website and no Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including "mirroring") to any other computer, server, Website or other medium for publication or distribution or for any commercial enterprise, without Our express prior written consent.

You may use information on services purposely made available on the Website for downloading, provided that You (1) do not remove any proprietary notice language in all copies of such documents, (2) use such information only for your personal, non-commercial informational purpose and do not copy or post such information on any networked computer or broadcast it in any media, (3) make no modifications to any such information, and (4) do not make any additional representations or warranties relating to such documents.

You shall be responsible for any notes, messages, emails, billboard postings, photos, drawings, profiles, opinions, ideas, images, videos, audio files or other materials or information posted or transmitted to the Website (collectively, "Content"). Such Content will become Our property and You grant Us the worldwide, perpetual and transferable rights in such Content. We shall be entitled to, consistent with Our Privacy Policy as adopted in accordance with applicable law, use the Content or any of its elements for any type of use forever, including but not limited to promotional and advertising purposes and in any media whether now known or hereafter devised, including the creation of derivative works that may include the Content You provide. You agree that any Content You post may be used by Us, consistent with Our Privacy Policy on Website as mentioned herein, and You are not entitled to any payment or other compensation for such use.

#### Privacy

We view protection of your privacy as a very important principle. We understand clearly that You and your Personal Information is one of Our most important assets. We store and process your Information including any sensitive financial information collected (as defined under the Information Technology Act, 2000), if any, on computers that may be protected by physical as well as reasonable technological security measures and procedures in accordance with Information Technology Act 2000 and Rules there under. Our current Privacy Policy is

available on the Website. If you object to your Information being transferred or used in this way, please do not use this Website.

Further User hereby express that it has no objection upon any call/SMS/Communication by Us, any third party on its behalf or any other party authorized by Us, communicating to User with regard to the Services like Job Search, Job Alert, etc. or any other services of its agents. Notwithstanding User's registration with National Do Not Call Registry (In Fully or Partly blocked category under National Customer Preference Register set up under Telecom Regulatory Authority of India), User hereby expresses his interest and accord its wilful consent to receive communication in relation to Our Services. User further confirms that any communication, as mentioned hereinabove, shall not be construed as Unsolicited Commercial Communication under the TRAI guidelines and User has specifically opted to receive communication in this regard on the telephone number provided by the User.

#### Disclaimer of Warranties and Liability

This Website, all the materials and products (including but not limited to software) and services, included on or otherwise made available to You through this website are provided on "as is" and "as available" basis without any representation or warranties, express or implied except otherwise specified in writing. Without prejudice to the forgoing paragraph, We do not warrant that:

- This Website will be constantly available, or available at all; or
- The information on this Website is complete, true, accurate or non-misleading.

We will not be liable to You in any way or in relation to the Contents of, or use of, or otherwise in connection with, the Website. We do not warrant that this Website; information, Content, materials, product (including software) or services included on or otherwise made available to You through the Website; their servers; or electronic communication sent from Us are free of viruses or other harmful components.

All the contents of this Website are only for general information or use. They do not constitute advice and should not be relied upon in making (or refraining from making) any decision. Certain links on the Website lead to resources located on servers maintained by third parties over whom We have no control or connection, business or otherwise as these Websites are external to Us. We therefore neither endorse nor offer any judgement or warranty and accept no responsibility or liability for the authenticity/availability of any of the services or for any damage, loss or harm, direct or consequential or any violation of local or international laws that may be incurred by your visit and/or transaction/s on these Websites.

#### Indemnity

You shall indemnify and hold harmless Us, NSDC, CII, MSJE, MSDE (as applicable) and their respective officers, General Body members, Governing Council Members, agents, and employees, from any claim or demand, or actions including reasonable attorneys' fees, made by any third party or penalty imposed due to or arising out of your breach of this Terms &

Conditions of Use, Privacy Policy and other Policies, or your violation of any law, rules or regulations or the rights (including infringement of intellectual property rights) of a third party.

You shall also indemnify, defend and hold harmless Us, our employees, agents, affiliates, from any third-party claim or liability arising out of any job posting or listing or created by you, or any message sent by You.

#### Limitation of Liability

IN NO EVENT WE WILL BE LIABLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES ARISING IN CONNECTION WITH THIS TERMS & CONDITIONS OF USE OR WEBSITE OR ANY LINKED WEBSITE OR USE THEREOF OR INABILITY TO USE BY ANY PARTY, OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE, EVEN IF WE OR REPRESENTATIVES THEREOF, ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR EXPENSES.

#### Cessation of Operation

The Council may at any time, in its sole discretion and without advance notice to you, cease operation of the Website and the services therein.

#### Entire Agreement

This Agreement comprises the entire agreement between you and the Council and supersedes any prior agreements pertaining to the subject matter contained herein.

#### Effect of Waiver

The failure of the Council to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of this Agreement remain in full force and effect.

#### Governing Law & Jurisdiction

Terms & Conditions of Use/this Agreement shall be governed by and interpreted and construed in accordance with the laws of India without regard to its conflict of law principles to the contrary. This Website originates from New Delhi. Neither you nor the Council will commence or prosecute any suit, proceeding or claim to enforce the provisions of this Agreement, to recover damages for breach of or default of this Agreement, or otherwise arising under or by reason of this Agreement, other than in courts located in State of Delhi. By using this Website or availing the services thereunder, you consent to the jurisdiction and

venue of such courts in connection with any action, suit, proceeding or claim arising under or by reason of this Agreement. You hereby waive any right to trial by jury arising out of this Agreement and any related documents.

#### Waiver of Class Action Rights

BY ENTERING INTO THIS AGREEMENT, YOU HEREBY IRREVOCABLY WAIVE ANY RIGHT YOU MAY HAVE TO JOIN CLAIMS WITH THOSE OF OTHER IN THE FORM OF A CLASS ACTION OR SIMILAR PROCEDURAL DEVICE. ANY CLAIMS ARISING OUT OF, RELATING TO, OR CONNECTION WITH THIS AGREEMENT MUST BE ASSERTED INDIVIDUALLY.

#### Termination

The Council reserves the right to terminate your access to the Website if it reasonably believes, in its sole discretion, that you have breached any of the terms and conditions of this Agreement. Following termination, you will not be permitted to use the Website and the Council may, in its sole discretion and without advance notice to you. If your access to the Website is terminated, the Council reserves the right to exercise whatever means it deems necessary to prevent unauthorized access of the Website. This Agreement will survive indefinitely unless and until the Council chooses, in its sole discretion and without advance to you, to terminate it.

#### Domestic Use

The Council makes no representation that the Website or the services thereunder are appropriate or available for use in locations outside India. Users who access the Website from outside India do so at their own risk and initiative and must bear all responsibility for compliance with any applicable local laws.

#### Assignment

You may not assign your rights and obligations under this Agreement to anyone. The Council may assign its rights and obligations under this Agreement in its sole discretion and without advance notice to you.

#### Trademark, Copyright and Restriction

This Website is controlled and operated by Us. All material on this Website, including images, illustrations, audio clips, and video clips, are protected by copyrights, trademarks, and other intellectual property rights. Material on Website is solely for your personal, non-commercial use. You must not copy, reproduce, republish, upload, post, transmit or distribute such material in any way, including by email or other electronic means and whether directly or indirectly and You must not assist any other person or User to do so. Without the prior written consent of the owner, modification of the materials, use of the materials on any other website or networked computer environment or use of the materials for any purpose other



than personal, non-commercial use is a violation of the copyrights, trademarks and other proprietary rights, and is prohibited. Any use for which, You receive any remuneration, whether in money or otherwise, is a commercial use for the purposes of this clause.

#### Trademark complaint

We respect the intellectual property of others. In case, You feel that your Trademark has been infringed, You can write to us at [info@scpwd.in](mailto:info@scpwd.in).

#### Contact Us

Please contact us for any questions or comments (including all inquiries unrelated to copyright infringement) regarding this Website.

#### Grievance officer

In accordance with Information Technology Act 2000 and rules made there under, the name and contact details of the Grievance Officer are provided below:

Mr.Ms. ....

The Compliance Officer

SCPwD

501-City Centre, 12/5 Dwarka, New Delhi – 110075

Phone: 011- 20892791

Email: [compliance@scpwd.in](mailto:compliance@scpwd.in)

Time: 0900-1800 Hrs (Monday – Friday except all Holidays)

#### POLICIES

##### E-mail Abuse & Threat Policy

Private communication, including email correspondence, is not regulated Us. We encourage its Users to be professional, courteous and respectful when communicating by e-mail.

However, We will investigate and can take action on certain types of unwanted e-mails that violate our policies.

Such instances:

Threats of Bodily Harm - We does not permit Users to send explicit threats of bodily harm.

Misuse of our System. We allow Users to facilitate transactions through the our system, but will investigate any misuse of this service.

Spoof (Fake) email - We will never ask you to provide sensitive information through e-mail or message or call. In case You receive any spoof (fake) email, You are requested to report the same to Us through 'Contact Us' tab.

Spam (Unsolicited Commercial email) - Our spam policy applies only to unsolicited commercial messages sent by the User. The User is not allowed to send spam messages to other Users.

Offers to Buy or Sell Outside of the Website - We prohibits e-mail offers to buy or sell listed products outside of the Website. Offers of this nature are a potential fraud risk for Users. Our policy prohibits user-to-user threats of physical harm via any method including, phone, email and on Our public message boards.

Violations of this policy may result in a range of actions, including:

- Limits on account privileges
- Account suspension
- Cancellation of listings
- Loss of special status
- Other Businesses

We do not take responsibility or liability for the actions, products, content and services on the Website, which are linked to Affiliates and / or third party websites using Website's APIs or otherwise. In addition, the Website may provide links to the third party websites of Our affiliated companies and certain other businesses for which, We assume no responsibility for examining or evaluating the products and services offered by them. We do not warrant the offerings of, any of these businesses or individuals or the content of such third party website(s). We do not endorse, in any way, any third party website(s) or content thereof.

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