



CUSTOMER SERVICE AGREEMENT FORM

CUSTOMER COPY

HT Media Limited

18-20, Kasturba Gandhi Marg, New Delhi-110001

GSTIN Number – 07AABCH3165P2Z8

CSAF: 2324298228

Subscriber ID:(if any): 764580

Subscribers Name: Pamac Finserve Pvt. Ltd.

Billing Address: A-21, 2, SHRIRAM INDUSTRIAL ESTATE, 13, G.D.AMBEKAR ROAD,
WADALA Mumbai City Maharashtra India 400031

Tariff Plan and Other Service Details:

Package ID	Package Name	No. Of Packages	Activation Date	Amount(INR)
41425	Smart Match 1 unit 12 Months	15		
41410	Smart Match 1 unit 12 Months	85		
43146	EXTRA LOGIN 12 Months_New	2		
43077	DB All India 1/8 Limits All CV Styler 12 Months_New	1		
41877	Company Logo - VA 1 Month	1		
42133	DB Word-10 Duration-12 Months	167		
	Email Monthly- 6250, Excel Monthly- 625, Profile Monthly- 2920			130000.00
	Goods and Service Tax-18%			23400.00
	Total Sale Value			153400.00

Subscriber's undertaking:

Subscriber declares that the above information is true and correct and has read understood and agrees to the terms and conditions mentions herein below and shall be bound by the same.

Name of authorized signatory of Subscriber:

Signature:..... **Date:**/...../20

Payment details:

Cheques/DD

Received with thanks the sum of Rs./- (Rs.)(In words)
net of deduction of tax at source of Rs...../ vide Cheque number/Demand draft.....dated..... drawn on bank
..... Payable at (location/par).....

Payment Details

Payment Mode	Cheque no.	Cheque date/Payment Date	Drawee Bank	Transaction ID	Amount Rs.

Remarks

On behalf of HT Media Limited
Account manager Name
Signature:

Subscriber Signature:

Note:

1. Cheques must be drawn in the name of HT Media Limited
2. The above payment is subject to realization of cheque and shall be deemed to have been paid on the date of realization, and the activation of subscription/ services shall be on the date of realization.
3. Contact details and subscriber ID must be mentioned on the reverse of the cheque.
4. PAN number of HT Media Limited - AABCH3165P.
5. Logo as applicable.
6. Payments are to be handed over to the Accounts manager.
7. Payments in cash are not accepted.

This customer service agreement form is a Proforma invoice. Actual invoice will be issued upon activation of the package



CUSTOMER SERVICE AGREEMENT FORM

FINANCE COPY

HT Media Limited

18-20, Kasturba Gandhi Marg, New Delhi-110001

GSTIN Number – 07AABCH3165P2Z8

CSAF: 2324298228

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CUSTOMER SERVICE AGREEMENT FORM

BRANCH COPY

HT Media Limited

18-20, Kasturba Gandhi Marg, New Delhi-110001

GSTIN Number – 07AABCH3165P2Z8

CSAF: 2324298228

Subscriber ID:(if any): 764580

Subscribers Name: Pamac Finserve Pvt. Ltd.

Billing Address: A-21, 2, SHRIRAM INDUSTRIAL ESTATE, 13, G.D.AMBEKAR ROAD,
WADALA Mumbai City Maharashtra India 400031

Tariff Plan and Other Service Details:

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Customer Service Agreement

This Customer Service Agreement (the "**Agreement**") is made and executed at New Delhi on the date above mentioned in the Customer Service Agreement Form

1. Scope of Services

- 1.1 This Agreement governs the services ("**Services**") set out in the attached Customer Service Agreement Form ("**CSAF**") which are being rendered by **HT Media Limited**, a company incorporated under laws of India and having its registered office at 18-20, Second Floor, Hindustan Times House, Kasturba Gandhi Marg, New Delhi – 110 001, India and other office at Unitech Cyber Park, 904C & 904D C-Tower, 9th Floor, Sector-39, Gurugram 122001, India ("**Company**") and the (check one) ☐ Company (Private or Public), ☐ body corporate, ☐ limited liability partnership, ☐ individual set forth above in CSAF and in this Agreement ("**Subscriber**").
- 1.2 The Company and Subscriber shall, wherever the context so requires, be hereinafter referred individually as the '**Party**' and collectively as the '**Parties**'.
- 1.3 This Agreement constitutes a material part of the CSAF and are to be read in conjunction therewith. The CSAF and Agreement constitute the entire "**Agreement**" between the Parties.
- 1.4 The Company hereby grants Subscriber a license, which is a non-exclusive, non-transferable, non-sub-licensable, non-assignable, non-perpetual, revocable, limited license ("**License**") to use Company's proprietary data as mentioned in the CSAF ("**Licensed Data**") and web-based link to access the Licensed Data which is particularly set out in Company's website www.shine.com ("**Network**") for subscriber's internal use, analysis and recruitment ("**Purpose**") within exclusive territory of India in accordance with the terms of the Agreement set forth herein.

2. Definitions

- 2.1 "**Services**" mean access to the resume database & posting of jobs and or any other product or service offered by the Company to the Subscriber.
- 2.2 "**Username**" means user access and login id or username provided by the Company to the Subscriber.
- 2.3 "**Password**" means the password designated to the specified Username.
- 2.4 "**Tariff Plan**" means the details as mentioned in the rate card for products, services and packages introduced by the Company from time to time for providing the Services as a whole or in part for fixed and/or variable charges.

- 2.5 "**Third Party**" means any person other than Subscriber who is not party to this Agreement.
- 2.6 "**Material Breach**" means any violation of the terms & condition of this Agreement.
- 2.7 "**Virus**" means any computer virus, spyware, disabling program (including worms, and Trojan horses) or device.
- 2.8 "**Confidential Information**" means any information and Licensed Data, including in tangible, electronic or other form, of the Parties that is identified as confidential or proprietary at the time of disclosure or which should be understood to be confidential by the nature of the information or the circumstances of the disclosure or would normally be considered confidential information under the circumstances. Confidential Information shall include without limitation Services, products, data, customer/jobseeker/subscriber data, business plans, strategies, technology, software, documentation, methodologies, know-how, technical information, financial information, information regarding each Party's operations, business relationships and the terms of this Agreement.

3. Terms of Licensed Data & Services

- 3.1 Company shall provide the Licensed Data & Services to Subscriber in accordance with parameters mentioned in the Agreement.
- 3.2 Company shall maintain its Network in a fully operating condition and error free, except for unavailability and errors which may result from (i) insufficient or inadequate Subscriber bandwidth or technology, (ii) general Internet brown-outs, black-outs and slowdowns, (iii) bring-downs in the ordinary course that are necessary to maintain, update or refresh the Network, (iv) any "hacking" or "denial of service" activity by a third party and (v) any other reason beyond the Company's reasonable control.
- 3.3 Company reserves the right of any enhancement, modifications, and up-gradation in the existing Licensed Data and or Network.
- 3.4 The Services provided by the Company are strictly intended for the sole and exclusive use, consumption and benefit of Subscriber, and not for any third Party, including but not limited to the subsidiaries or affiliates of Subscriber.
- 3.5 Subscriber shall use the Services for the sole and exclusive purpose of recruitment and for genuine jobs in existence, in accordance with the terms of this Agreement. The Subscriber hereby undertakes to use the Network and Licensed Data base for "Recruitment" purpose only.
- 3.6 In the event Subscriber is found to misusing or transmitting any candidate data or Licensed Data for any other purpose other than that being bonafide Recruitment purpose, the Company reserve the right

- to take actions as it that deem fit including stopping access, reporting the incident or misuse of Licensed Data to relevant authorities and or initiating any legal proceedings not limited to claiming damages.
- 3.7 Subscriber is specifically prohibited for any commercial purposes such as creating alternate databases, extending access to third parties without prior written consent of the Company. The using of content from the Network and or Licensed Data for any other commercial motive is strictly prohibited.
- 3.8 Subscriber is specifically prohibited from copying, sharing, modifying, selling, storing, distributing, making derivate works from or otherwise exploiting any content, Licensed Data, information, available on Network and/or any services or products of the Company, in any manner whatsoever.
- 3.9 Subscriber is specifically prohibited for approaching candidates and jobseekers for any purposes other than for specific existing vacancies. The Subscriber is expressly prohibited for seeking fees from any candidate and jobseeker in any name whatsoever.
- 3.10 Only at the request of the Subscriber, any designated person from Subscriber can undergo a training to use the Services provided by the Company in relation to the Services opted by the Subscriber.
- 3.11 Company shall not be responsible for operator error, misuse of Licensed Data, not following the user guideline or for any errors in Licensed Data caused by a virus. The Company does not warrant that the functions contained in any of Licensed Data will meet Subscriber's requirement.
- 3.12 Company reserves the right to terminate Subscriber's membership and to refrain from entertaining any further subscriptions and to suspend or terminate the Subscriber's access to the Network immediately and without notice if; i) Subscriber fails to make payment to the Company when due; or ii) Subscriber fails to provide within a reasonable time, enough information to enable the Company to verify the accuracy and validity of any information supplied by the Subscriber regarding its identity; or iii) when Company suspects that Subscriber to have engaged, or are about to engage, or are connected to or otherwise have way of being involved in fraudulent or illegal activity on the Network.
- 3.13 Company reserves its right to reject any insertion or deletion of any information in Licensed Data or any other Data provided by the Subscriber without assigning any reason whatsoever; either before uploading or after uploading the vacancy details, but in such an eventuality, any amount so paid only for that particular vacancy, shall be refunded to the Subscriber on a pro-rata basis at the sole discretion of the Company except when such rejection is in due to inappropriateness of content, violation of any terms and conditions of this Agreement of usage by the Subscriber. However, Company has the right to make all necessary modifications of the vacancy details in order to facilitate uploading on the Network.
- 3.14 The job postings may not be substituted with other job postings during this term of the Agreement and without incurring additional charges. Any jobs posted by Subscriber on the Network and in excess of the number of jobs provided for in this Agreement will be billed to the Subscriber and shall be payable by the Subscriber in accordance with the terms hereof, at the Company's then prevailing Tariff Plan for such job postings on the Network. Any re-activation of a deleted or expired job posting and any refreshing of any job posting constitutes use of an additional job posting hereunder.
- 3.15 Network's resume database (each a "Resume Database") is a private database for use by Subscriber's only and Subscriber shall not transfer, sell or permit to use the password by anyone. Subscriber is defined as one unique user with one unique password provided by the Company. If the Subscriber (including its employees or consultants) is found to share passwords with any third party, the Company may revoke all passwords forthwith and no refund will be given.
- 3.16 Subscriber shall mention its contact or user information (like; name, address, phone numbers, e-mail address) in every communication with Jobseekers and or candidate.
- 3.17 Company reserves the right to periodically change issued passwords without prior notice only to identified hierarchy head for security reason. However, changed password will be informed to the Subscriber.
- 3.18 Any additional Services or the Licensed Data not explicitly mentioned in this Agreement shall be considered outside the scope of Agreement and shall be provided by Company on mutually agreed terms and conditions in writing between the Parties and it shall be subject to the additional cost.
- #### 4. Acceptance of CSAF
- Acceptance of the CSAF by Subscriber is deemed to be effective from the date of execution of CSAF. Acceptance of CSAF constitutes acceptance of this Agreement.
- #### 5. Term
- The Parties agree that the term shall commence from the date of execution of the CSAF and continue in full effect for the period specifically mentioned in the CSAF unless the Agreement is terminated earlier in accordance with the Terms and Conditions of the Agreement by either Party.
- #### 6. Fee

- 6.1 Subscriber shall pay the total fees specified in the CSAF, in accordance with payment terms set out herein, in consideration of License granted by the Company (the "Fee") plus applicable goods and services taxes ("GST") on receipt of an invoice from Company, the Fee is exclusive of any GST and or any other applicable statutory tax, which shall be additionally paid by the Subscriber.
- 6.2 Compliance with payments terms or Fee of the CSAF shall be of the essence of this Agreement.
- 6.3 If Subscriber has any query in relation to any invoice, Subscriber shall raise such query within seven (7) working days from the date of receipt of such invoice; otherwise, it shall be deemed that the invoice is unconditionally accepted by Subscriber.
- 6.4 Company shall not refund or give a credit note or charge additional charges to the Subscriber in the event of change in the tariff plans which the Company may introduce from time to time.
- 6.5 Subscriber hereby agrees and understands that the charges or fee paid by Subscriber to Company under this Agreement is non-refundable under any circumstances.

7. Confidentiality

- 7.1 Parties hereto agree that, except as authorized in writing by the other party, preserve and protect the confidentiality of all confidential information and will not disclose, deliver to any third party, the existence, source, content or substance of confidential information or make copies of the same. Parties agree to hold confidential information in trust and confidence for the other party and not to disclose confidential information to any person, firm or enterprises, or use any confidential information for its own benefit of any other party, unless authorized by the Parties hereto in writing, and to limit access and disclosure of such confidential information to its personnel on a "need to know" basis only.
- 7.2 During the Term of this Agreement and thereafter, any Confidential Information received by either Party and/or their representatives, employees, agents etc., under and by virtue of this Agreement, shall be maintained in the strictest confidence and trust.
- 7.3 Either Party may disclose Confidential Information only where it is (i) required by applicable law; (ii) required by any Government Authority; (iii) disclosed only to professional advisers, directors, employees of a Party in connection with this Agreement; (iv) or which has entered into public domain through no fault of that Party.
- 7.4 The Confidentiality obligations under this clause shall survive in perpetuity.

8. Intellectual Property Rights

- 8.1 Subscriber agrees and confirms to Company that all worldwide copyright and other intellectual property rights subsisting in or used in connection with Licensed Data and Networks to be and remain the sole property of Company for the entire world in perpetuity.
- 8.2 Neither Party will have any rights to use in any manner whatsoever the other Party's intellectual property including trademarks, service marks and logos without prior written authorization of that other Party.
- 8.3 Neither Party shall issue any press release, interview or other public statement regarding this Agreement or the Parties' relationship without the prior written consent of the other Party.

9. Warranty and Representations

Each Party represents, warrants, and undertakes that:

- 9.1 It has all necessary rights, powers, and capacity to enter into the Agreement and to perform obligations hereunder and so doing, is not in breach of any obligations nor duties owed to any third parties and will not be so as a result of performing its obligations hereunder.
- 9.2 It has obtained all the requisite licenses, clearances, permissions, approvals, or consents from third parties including any regulatory or government body as required by applicable law or regulations for the purpose of performing its obligations contemplated under this Agreement.
- 9.3 It shall comply with all applicable laws, by-laws, rules, and regulations while providing and receiving the Services and will jointly discuss and work out measures either to prevent or eliminate any fraud, misuse of data and also in defending any claim threatened or brought by any Governmental Authority or third party in relation to the matters arising out of this Agreement.

10. Subscriber's Obligations

- 10.1 Subscriber hereby acknowledges that the Licensed Data and Network shall not be misused, tampered with, reverse engineering or manipulated. Further, Subscriber shall not offer for sale, sell, make copies, distribute the Licensed Data or any Confidential Information or data, in whole or in part, alone or in combination with any other technology, whether the other technology is either of Subscriber or that of a third party for commercial exploitation.
- 10.2 The data provided by Subscriber shall be deemed to have been voluntarily supplied, non-confidential and the Subscriber hereby discharges Company of all obligations of confidentiality.

- 10.3 Subscriber shall be solely responsible for maintaining confidentiality of Username and Password and or user identification. Subscriber acknowledges and agrees that any unauthorized use of the Services & Network may cause the Company and/or its affiliates, financial loss.
- 10.4 No right is granted by this Agreement for the use of the Company's Licensed Data and Network for third-party training, outsourcing or in a time-sharing service or a rental or service bureau operation uses, lend, grant a security interest in, sublicense, assign or otherwise transfer, by the Agreement, the operation of law, or otherwise, any of the licenses, obligations or rights granted to Subscriber.
- 10.5 All the creative for the package will be designed by Company; however, all the content (logo, pictures, text, etc.) shall be provided by the Subscriber.
- 10.6 Subscriber shall by action of signing this Agreement issue an implicit & binding warranty to not use or circulate or forward any candidate(s) and job seeker(s) resume hosted on the Network to the candidate(s) and job seeker(s) current Employer as mentioned by that person in the resume.
- 10.7 Subscriber agrees and acknowledges that the Licensed Data & Network provided by Company shall be AS IS and AS AVAILABLE basis and without warranty of any kind, further Company hereby EXPRESSLY DISCLAIMS any and all liability arising out of the use of the Licensed Data or Network thereof.

11. Indemnity

- 11.1 Parties hereto agrees to indemnify the other Party against any loss, all actions, proceedings, damages, cost suffered by the other Party, (including without prejudice to the generality of this provision legal costs of the other Party of solicitors, etc.) arising, as a result of any breach and non-performance of the provisions and terms & conditions of this Agreement.
- 11.2 Subscriber agree to defend, indemnify and hold harmless the Company, its officers, directors, employees and agents from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from or which they suffer as a result of; (a) the negligence or intentional misconduct of Subscriber; (b) breach of representation or breach of any provision of this Agreement; (c) actions as an Employer, including without limitation doing or not doing the screening, hiring, promoting, or demoting any employee or candidate or job seeker; (d) information, statements or materials (including any claims relating to intellectual property rights therein), prepared or provided by Subscriber including, without limitation, any claims of infringement or misappropriation of copyright, trademark, patent, trade secret or other intellectual property or

proprietary right, infringement of the rights of privacy or publicity, or defamation or libel.

12. Suspension of Services

- 12.1 Company may suspend Subscriber's account or any other service & Network at its sole discretion, at any time, with or without notice, in case the Subscriber;
- 12.1.1 commits any misrepresentation, or breach of these terms and condition or Subscribers obligations as contemplated in this Agreement;
- 12.1.2 uses the Services provided by the Company for any illegal, unlawful or immoral purposes or in any fraudulent manner or for purposes not authorized by Company;
- 12.1.3 prosecuted for any criminal offense including that of breach of any obligation and or commits a series of breaches which when taken together amount to a material breach under this Agreement;
- 12.1.4 commits any act which may tantamount to criminal act towards Company's employee or any public person at large;
- 12.1.5 commits violation of Company's IPR, rights of privacy and or rights of publicity;
- 12.1.6 fails to make payments as per the terms & condition herein.
- 12.2 In case Company receive any advisory or order or notice from any regulatory, statutory law enforcement agency or any other competent authorities, the Company will suspend Subscriber's account or any other service & Network.

13. Termination

- 13.1 Either Party, at its discretion shall have a right to terminate this Agreement for convenience and without any cause, by giving to the other Party, a written notice, and such a termination shall become effective on the expiry of the period of thirty (30) days after the delivery of the written notice.
- 13.2 After the expiry of the Term or termination of the Agreement, Subscriber shall return to Company or destroy all License Data and all other materials containing or reflecting any proprietary or Confidential Information, together with any copies, which are in Subscriber's or any of its representative's possession or control and expunge all the License Data and other related material from any computer, word processor or similar device into which it was programmed or stored by Subscriber and shall issue a certificate of such destruction of the License Data to Company.

14. Limitation of Liability

Neither Party shall be liable to the other for any

indirect, incidental, consequential, punitive or special damages, arising out of or related to this Agreement including, without limitation, damages for loss of business profits, business interruption, loss of business information, and the like, even if such Party has been advised of the possibility or the likelihood of such damages. This clause shall not apply to either Party's ability to obtain injunctive or other equitable relief, for breach of confidentiality and in the event of any unauthorized use of Licensed Data.

15. Privacy and Data Protection

Each Party shall comply with laws relating to data privacy and Personal Data as and to the extent applicable to the Services provided under the applicable laws. Each Party during the term of this Agreement will: (a) maintain appropriate technical and organizational measures to protect any data and information (including data that personally identifies an individual) that they collect, accesses, processes or receives from the other party under the Agreement against unauthorized or unlawful transfer, processing or alteration and against accidental access, loss, damage, processing, use, transfer or destruction; (b) take all reasonable steps to ensure the reliability and security of systems operated by or on behalf of itself that process such data and information in connection with this Agreement; and (c) comply with all applicable privacy and data protection laws governing end user and or Licensed data.

16. Anti Bribery

Each Party shall comply with all applicable laws, statutes, regulations relating to anti-bribery and anti-corruption including but not limited to the Indian Prevention of Corruption Act, 1988 and Prevention of Money Laundering Act, 2002. The Parties shall not engage in any activity, practice or conduct which would constitute an offence there under if such activity, practice or conduct had been carried out in the country in which the other Party has business interests. The Party shall report to other Party any request or demand which if complied with would amount to a breach of this provision. Breach hereof shall be deemed a material breach of this Agreement entitling either Party to terminate the Agreement including the Services & Network immediately without prejudice to other remedies which may hold under law, equity or otherwise.

17. Miscellaneous

17.1 If any of the provisions of this Agreement is or becomes illegal, unenforceable, or invalid (in whole or in part for any reason), the remainder of this

Agreement shall remain in full force and effect without being impaired or invalidated in any way.

17.2 Any claims, disputes and or other matters in question between the Parties arising out of this Agreement, shall be governed by the laws of India and subject to the exclusive jurisdiction of the courts and tribunals located at New Delhi.

17.3 Any failure of either party to enforce any provision of this Agreement, or any right or remedy provided for therein, shall not be construed as a waiver, estoppel with respect to, or limitation of that party's right to subsequently enforce and compel strict compliance or assertion of a remedy.

17.4 Nothing contained in the Agreement shall be construed to constitute either Party hereto as the partner, employee, agent or other representatives of the other Party thereto, further No rights or liabilities under this Agreement shall be assigned by any of the Parties hereto without the prior written consent of the other Party.

17.5 This Agreement, along with any and all CSAF's, exhibits and attachments, constitutes a single Agreement, as well as the entire Agreement with respect to the subject matter hereof, supersedes any prior or contemporaneous Agreement between the parties, whether written or oral, with respect to the subject matter hereof, and may be modified or amended only by a writing signed by the party to be charged.

17.6 No waiver, express or implied, of any term, condition or provision hereof by either Party shall be deemed or construed so as to be a waiver of any of the other terms, covenant, condition or provision hereof or be, deemed or construed so as to constitute, a like waiver with respect to any future requirement or performance under such terms, covenants, condition or provision.

17.7 No rights or liabilities under this Agreement shall be assigned by any of the Parties hereto without the prior written consent of the other Party.

17.8 Any modification(s) or amendment(s) to the Agreement must be in writing and signed by authorized representatives of each Party.

17.9 The Parties hereto agree that, notwithstanding anything to the contrary contained in the Agreement, neither of the Parties hereto shall be liable to the other Party for any loss, injury, delay, damages, costs, and expenses or other injury suffered or incurred by such other Party due to riots, storms, fire, epidemic, explosions, acts of God, war whether declared or not, Government or police action or any other cause of disruption in the power supply or non-coverage by press, publisher, editor (this being illustrative and not exhaustive) which is beyond the reasonable control of such Party.

17.10 This Agreement is non-exclusive and nothing in it may be construed as limiting either Party's ability to

enter into other agreements with third parties covering similar subject matter.

- 17.11 All Notices, requests, approvals, consents and other communication in connection with this Agreement must be in writing, personally delivered to the address of the addressee or sent by prepaid registered post.
- 17.12 In the event of any conflict between the documents comprising supply under the Agreement, precedence shall be given to the documents in the following order (a) the Terms and Conditions of this Agreement (b) CSAF (c) Any other document or agreement/s executed between the parties in connection with the Services.
- 17.13 This Agreement may be executed in one or more counterparts, each of which, when executed and delivered, is an original, but all the counterparts taken together shall constitute one document.

IN WITNESS WHEREOF the Parties have executed this Customer Service Agreement:

AGREED by and on behalf of their duly constituted attorney and authorised signatory:

**For HT Media Limited
(Shine.com)**



Name: Akhil Gupta

Designation: CEO of Shine.com

For Subscriber

Name:

Designation: