

Terms and Condition

PURPOSE:

Talent Connect placement portal of IT-ITeS Sector Skills Council NASSCOM (SSC NASSCOM) is intended only to serve as a preliminary medium of contact and exchange of information for its users / members / visitors 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.

USE TO BE IN CONFORMITY WITH THE PURPOSE

Talent Connect placement portal of IT-ITeS Sector Skills Council NASSCOM (SSC NASSCOM) or service that is subscribe to or used (whether the same is paid for by you or not) is meant for the Purpose **and only the exclusive use of the subscriber/registered user**. Copying or downloading or recreating or sharing passwords or sublicensing or sharing in any manner which is not in accordance with these terms, **is a misuse** of the platform or service or product and SSC NASSCOM reserves its rights to act in such manner as to protect its loss of revenue or reputation or claim damages including stopping your service or access and reporting to relevant authorities. In the event you are found to be copying or misusing or transmitting or crawling any data or photographs or graphics or any information available on Talent connect placement portal for any purpose other than that being a bonafide Purpose, we reserve the right to take such action that we deem fit including stopping access and claiming damages.

The site is a public site with free access to SSC NASSCOM registered candidates, its Training Partners and there is no liability for the quality and genuineness of responses. SSC NASSCOM cannot monitor the responses that a person may receive in response to information he/she has displayed on the site. The individual/company would have to conduct its own background checks on the bonafide nature of all response(s).

You give us permission to use the information about actions that you have taken on Talent Connect placement portal in connection with ads, offers and other content (whether sponsored or not) that we display across our services, without any compensation to you. We use data and information about you to make relevant suggestions and recommendation to you and others.

The platform may contain links to third party websites, these links are provided solely as convenience to You and the presence of these links should not under any circumstances be considered as an endorsement of the contents of the same, if You chose to access these websites you do so at your own risk.

Whilst using this platform an obligation is cast upon you to only provide true and correct information and in the case of creating a profile you undertake to at all times keep the information up to date. SSC NASSCOM will not be liable on account of any inaccuracy of information on this web site. It is the responsibility of the visitor to further research the information on the site. Any breach of privacy or of the information provided by the consumer to SSC NASSCOM to be placed on the website by technical or any other means is not the responsibility of SSC NASSCOM. SSC NASSCOM does not guarantee confidentiality of information provided to it by any person acquiring/using all/any information displayed on the Talent Connect placement portal website or any of its other websites / domains owned and operated by SSC NASSCOM.

SSC NASSCOM does not share personally identifiable data of any individual with other companies / entities without obtaining permission. SSC NASSCOM shall share all such information that it has in its possession in response to legal process, such as a court order. The user shall not utilize the services offered by SSC NASSCOM in any manner so as to impair the interests and functioning of SSC NASSCOM. The user undertakes not to duplicate, download publish, modify and distribute material on naukri.com unless specifically authorized by SSC NASSCOM in this regard.

The user undertakes to use Talent Connect placement portal for his/her own purposes. Using content from Talent Connect placement program for derivative works with a commercial motive without prior written consent from SSC NASSCOM is strictly prohibited.

Users undertake that the services offered by SSC NASSCOM shall not be utilized to upload, post, email, transmit or otherwise make available either directly or indirectly, any unsolicited bulk e-mail or unsolicited commercial e-mail. SSC NASSCOM reserves the right to filter and monitor and block the emails sent by you/user using the servers maintained by SSC NASSCOM to relay emails. All attempts shall be made by SSC NASSCOM and the user to abide by International Best Practices in containing and eliminating Spam.

Users shall not spam the platform maintained by SSC NASSCOM or indiscriminately and repeatedly post jobs/forward mail indiscriminately etc. Any conduct of the user in violation of this clause shall entitle SSC NASSCOM to forthwith terminate all services to the user without notice.

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 expressly states that the resume/insertion or information/ data being fed into the network SSC NASSCOM by the user is correct and complete in all respects and does not contain any false, distorted, manipulated, fraudulent or misleading facts or averments. SSC NASSCOM expressly disclaims any liability arising out of the said resume insertion/information/ data so fed into the network of SSC NASSCOM by the user. Further, the user agrees to indemnify SSC NASSCOM for all losses incurred by SSC NASSCOM 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 SSC NASSCOM.

The User is solely responsible for maintaining confidentiality of the User password and user identification and all activities and transmission performed by the User through his user.

The User/Subscriber/Visitor to SSC NASSCOM 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, 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 SSC NASSCOM. The said User/ subscriber/ visitor to SSC NASSCOM and/or its affiliated websites does further unequivocally declare that in case he 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 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.

Unless otherwise specified and notwithstanding anything contained in any other agreement or arrangement, by whatever name called, the performance obligation of SSC NASSCOM (service provider) is to provide access of its on-line portal to the candidates undergoing our courses from our Training Partners, is to provide the upper limit for consumption, which by itself, does not create any additional performance obligation upon SSC NASSCOM.

SSC NASSCOM further reserves its right to post the data on the website of Talent Connect placement portal or on such other affiliated sites and publications as SSC NASSCOM may deem fit and proper at no extra cost to the subscriber / user.

In case a person using the world wide web/internet receives a spam or virus which includes a link to SSC NASSCOM or to any other site maintained, operated or owned by SSC NASSCOM, it should not be held responsible for the same. SSC NASSCOM assumes no responsibility for such mails.

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

The Terms and conditions mentioned above regulate the usage of Talent Connect placement portal by SSC NASSCOM. Any person using Talent Connect placement portal by SSC NASSCOM in violation of the stipulations contained in the Terms and Conditions of SSC NASSCOM shall render himself/herself liable to appropriate action in a court of law both civil and criminal.

BY ACCEPTING THESE TERMS AND CONDITIONS, YOU AGREE TO INDEMNIFY AND OTHERWISE HOLD HARMLESS SSC NASSCOM, ITS DIRECTORS, OFFICERS, EMPLOYERS, 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 TALENT CONNECT PLACEMENT PORTAL OF SSC NASSCOM, INCLUDING BUT NOT LIMITED TO INFORMATION PROVIDED BY YOU OR ANY OTHER MATTER RELATING TO SSC NASSCOM. 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.

If any dispute arises between a user/users and SSC NASSCOM arising out of use of Talent Connect placement portal or thereafter, in connection with the validity, interpretation, implementation or alleged breach of any provision of these Terms and Conditions, the dispute shall be referred to a sole arbitrator who shall be an independent and neutral third party identified by the Company. Decision of the arbitrator shall be final and binding

on both the parties to the dispute. The place of arbitration shall be New Delhi, India. The Arbitration & Conciliation Act, 1996 as amended, shall govern the arbitration proceedings.

These Terms and Conditions shall be governed by the laws of Republic of India. The exclusive forum for any disputes arising out of or relating to these Terms of Use shall be a court of law located in New Delhi, India.

In case of non-compliance of these Terms and Conditions of SSC NASSCOM may terminate usage rights and take down any offending information that might have been uploaded by such user.