

Terms and Conditions

Last updated on 30-12-2025

These Terms and Conditions ("Terms") govern the access to and use of the website www.alabty.com, including all subdomains, software, applications, dashboards, APIs, tools, and services offered thereunder (collectively referred to as the "Platform"). The Platform is owned and operated by **alabty** ("alabty", "we", "our", or "us").

alabty provides a **technology-based Applicant Tracking System (ATS)** and recruitment workflow automation platform exclusively for **recruitment consultancies, staffing firms, placement agencies, and educational institutions for campus placements**. alabty does not act as an employer, recruitment agent, placement consultant, or guarantor of employment outcomes.

By accessing, registering, or using the Platform, you confirm that you have read, understood, and agreed to be legally bound by these Terms and the applicable Privacy Policy. If you do not agree, you must discontinue use of the Platform.

1. Purpose, Nature, and Scope of the Platform

1.1 Platform Purpose

The Platform is intended solely to function as a **technology intermediary** that enables recruitment-related activities, including candidate management, client management, requisition handling, screening, communication, and workflow automation. The Platform exists only to facilitate recruitment processes and does not participate in, influence, or guarantee hiring decisions.

1.2 Restricted Scope of Use

Use of the Platform is strictly limited to legitimate recruitment, placement, and campus hiring purposes. Any use outside this scope, including commercial exploitation of data, lead generation unrelated to recruitment, or resale of services, is expressly prohibited.

2. Eligibility, Authority, and Account Registration

2.1 Eligibility Criteria

Users must be legally competent under applicable Indian law and must represent a valid recruitment firm, staffing agency, placement consultant, or educational institution. Individual users accessing the Platform on behalf of an organization confirm that they are duly authorized to do so.

2.2 Account Integrity and Responsibility

Each account is created for exclusive use by the subscribing entity. Users shall:

- Ensure all registration information is true, accurate, and kept up to date;
- Not share login credentials with unauthorized persons;
- Be fully responsible for all activities performed through their account, whether authorized or not.

3. Candidate Data Upload, Ownership, and Lawful Use

3.1 Ownership and Segregation of Candidate Data

Candidate data uploaded to the Platform, including but not limited to resumes, profiles, assessments, interview recordings, call recordings, screening responses, notes, and communication history, remains under the control and responsibility of the recruiting entity (client) that uploads or causes such data to be uploaded. alabty maintains strict **logical and technical segregation** of data to ensure that candidate data uploaded by one recruitment firm, client, or institution is not visible or accessible to any other client or third party **without the prior permission or authorization of the concerned client or the candidate, as applicable**. Subject to valid candidate consent, alabty also reserves the right to communicate relevant job opportunities directly to candidates where the Platform's matching systems identify a suitable opportunity aligned with the candidate's profile and preferences.

3.2 Lawful Collection and Consent

Recruitment firms, clients, institutions, and any of their authorized representatives who upload, submit, sync, import, or otherwise process applicant or candidate data on alabty.com or any of its subdomains **expressly represent, warrant, and confirm** that:

- The candidate or applicant data has been **lawfully collected** in accordance with applicable laws;
- The candidate has provided **explicit, informed, and valid consent** permitting the client or its representative to upload, store, process, analyze, communicate, and, where applicable, record interactions using the alabty Platform;
- Such consent covers processing activities including ATS management, AI-assisted screening, communication via email, call, WhatsApp, or other channels, and sharing of data with the relevant employer for a specific job opportunity;
- The data uploaded does not infringe upon any third-party rights, privacy rights, contractual obligations, or applicable statutory or regulatory requirements.

4. Client Confidentiality and Data Protection

4.1 Confidential Nature of Client Information

All client-related information, including company details, hiring requirements, recruiter identities, workflows, and internal notes, **is treated as confidential information**.

4.2 Security Measures

alabty employs industry-standard administrative, technical, and organizational safeguards, including encryption, access controls, and monitoring mechanisms, to protect client and candidate data. However, no system can be guaranteed to be completely secure, and alabty does not provide an absolute warranty of security.

5. AI Automation and Automated Processing

5.1 Use of Artificial Intelligence

The Platform uses AI-based automation for resume parsing, screening assistance, candidate recommendations, communication workflows, and analytics. These systems are designed to assist recruiters and improve efficiency.

5.2 Limitations of AI Outputs

All AI-generated outputs are **indicative and assistive only**. Final decisions related to candidate suitability, hiring, rejection, or selection are solely the responsibility of recruiters and employers. alabty shall not be liable for decisions taken based on AI-generated insights.

6. Candidate Communication, Recording, and Monitoring

6.1 Recording of Interactions

Certain interactions, including screening calls, interviews, or AI-assisted conversations, may be recorded for recruitment relevance, quality control, audit, and compliance purposes.

6.2 Responsibility for Consent

Recruiters are solely responsible for informing candidates and obtaining all legally required consents prior to recording or monitoring any communication. alabty acts only as a technology enabler.

7. Opt-In Communications and Job Alerts

7.1 Consent-Based Communication

Candidates receive emails, messages, job alerts, or notifications only where explicit opt-in consent has been provided. Candidates may withdraw consent at any time through unsubscribe mechanisms or direct writing an email to the recruiter or our support team.

7.2 Anti-Spam Compliance

Users shall ensure compliance with all applicable anti-spam, telecom, and consumer protection regulations. alabty does not permit unsolicited or non-recruitment communications.

8. External APIs, Integrations, and Third-Party Services

8.1 alabty APIs and Partners

alabty may use external APIs and third-party services through its own licensed accounts to deliver Platform functionality.

8.2 Client-Provided APIs

Clients and partners may integrate third-party services using **their own API keys, accounts, and licenses**. alabty:

- Does not control such third-party services.
- Is not responsible for billing, outages, or compliance issues of client-integrated APIs;
- Shall not be liable for data handling practices of such third parties.

9. Acceptable Use and Prohibited Activities

Users shall not:

- Extract, scrape, crawl, or harvest Platform data without authorization;
- Reverse engineer, decompile, or attempt to derive source code;
- Use Platform data for AI/ML training without written consent;
- Disrupt Platform security, integrity, or performance;
- Share accounts or resell access.

10. Legal and Regulatory Compliance

Users agree to comply with all applicable laws, including the Information Technology Act, 2000, data protection laws, employment laws, and telecom regulations. Recruiters act as **independent data controllers** for candidate data processed through the Platform.

11. Payments, Fees, and Taxation

All paid services are provided on a **100% advance payment basis**. Fees are exclusive of applicable taxes, including GST. Unless explicitly stated, subscriptions are non-refundable. alabty's total liability, if any, shall not exceed the fees paid for the relevant subscription period.

12. Intellectual Property Rights

All Platform software, designs, workflows, trademarks, and proprietary technology belong exclusively to alabty. Users retain ownership of uploaded data but grant alabty a limited, non-exclusive license to process such data solely for providing the Services.

13. Disclaimers

alabty does not guarantee hiring outcomes, candidate responses, or employer authenticity. Services are provided on an "as is" and "as available" basis, without warranties of any kind.

14. Limitation of Liability

alabty shall not be liable for indirect, incidental, consequential, or special damages, including loss of profits, data, or business opportunities. Direct liability, if any, shall be limited to the subscription fees paid.

15. Indemnification

Users agree to indemnify and hold harmless alabty from any claims, damages, penalties, or losses arising from misuse of the Platform, breach of these Terms, or violation of law.

16. Suspension and Termination

alabty may suspend or terminate access to the Platform without prior notice for misuse, non-compliance, or legal obligations. Upon termination, data handling shall follow legal requirements.

17. Data Retention and Deletion

Data is retained only as long as necessary for service delivery or legal compliance. alabty may archive or delete data after subscription expiry, subject to statutory requirements.

18. Governing Law and Dispute Resolution

These Terms are governed by the laws of India. Any dispute shall be resolved by arbitration under the Arbitration and Conciliation Act, 1996. Seat of arbitration: **New Delhi, India**.

19. Amendments and Continuity

alabty reserves the right to modify these Terms at any time. Continued use of the Platform constitutes acceptance of updated Terms.

20. Additional Terms for Recruiters (Users of Resume Databases / Talent Search Tools)

20.1 Prohibition on Spamming and Excessive Communication

Recruiters using resume databases, talent search tools, or candidate contact features shall maintain fair and responsible communication practices. This includes:

- Limiting outreach emails or messages sent to an individual job seeker to a maximum of **two (2) distinct communications per calendar week**;
- Ensuring that **the same or substantially similar communication is not sent again within a minimum gap of seven (7) days**;
- Avoiding repeated follow-ups, pressure tactics, or mass-mailing behaviour that may degrade candidate experience.

These limits are designed to protect candidates from harassment and to maintain the integrity of the recruitment ecosystem. alabty reserves the right to restrict or suspend recruiter accounts found violating these norms.

20.2 Restricted and Lawful Use of Candidate Data

Recruiters shall use candidate data strictly and exclusively for:

- Evaluating candidates against **specific, genuine job vacancies**;
- Initiating recruitment-related communication directly connected to such vacancies.

Recruiters shall **not**:

- Create, maintain, or enrich independent or competing resume or candidate databases;
- Share, sell, transfer, sublicense, or disclose candidate data to third parties;

- Use candidate information for marketing, lead generation, training, or any non-recruitment business purpose.

All responsibility for lawful data usage rests solely with the recruiter.

20.3 Account Security and Sub-User Management

Recruiters are responsible for maintaining the confidentiality, integrity, and security of their alabty account credentials at all times. In particular:

- Recruiters shall not share a single login ID or password among multiple individuals, teams, or external parties, whether within or outside their organization.
- Where multiple recruiters, consultants, or team members require access, the primary account holder must create **authorized sub-user accounts** with clearly defined, role-based permissions as supported by the Platform.
- Each sub-user account must be mapped to an identifiable individual who is bound by employment obligations and confidentiality requirements applicable to the recruiter.
- The primary recruiter account holder shall remain fully and vicariously responsible for all actions, communications, data access, and activities performed by any sub-user or authorized user under its account.
- Any misuse, unauthorized access, data leakage, or violation of these Terms arising from shared credentials, weak security practices, or failure to revoke access from former employees or contractors shall be deemed a material breach of these Terms.

alabty reserves the right to monitor account usage patterns for security and compliance purposes and may suspend, restrict, or terminate access if it reasonably believes that account sharing, credential compromise, or unauthorized access has occurred.

20.4 Absolute Prohibition on Charging Job Seekers

Recruiters are strictly prohibited from demanding, requesting, or accepting any form of payment from job seekers, including but not limited to:

- Application fees;
- Interview scheduling fees;
- Registration, processing, training, or placement charges.

Any such conduct constitutes a material breach and may result in immediate termination and reporting to relevant authorities.

20.5 Content and Conduct Restrictions

Recruiters shall not upload, transmit, or communicate any content that:

- Is unlawful, misleading, defamatory, abusive, obscene, or discriminatory;
- Violates intellectual property, privacy, or data protection rights;
- Misrepresents job details, employer identity, compensation terms, or hiring authority.

20.6 Monitoring, Audit, and Enforcement by alabty

To safeguard candidates, clients, and the integrity of the Platform, alabty reserves the right to actively monitor recruiter activity strictly for security, compliance, and misuse prevention purposes. This includes:

- Reviewing account usage patterns, communication frequency, login behavior, and data access logs to detect abnormal, suspicious, or non-compliant activity;
- Conducting internal audits or investigations where there is a reasonable belief of misuse, policy violation, data abuse, or security compromise;
- Temporarily restricting access to certain features or data during the pendency of an investigation to prevent further harm.

20.7 Breach Consequences and Penalties

In the event a recruiter is found to be in breach of these Terms, alabty may, at its sole discretion and without prejudice to other rights available under law:

- Issue warnings or compliance notices requiring corrective action within a specified timeframe;
- Suspend recruiter access partially or fully, including access to resume databases, communication tools, or integrations;
- Permanently terminate the recruiter account in cases of serious or repeated violations;
- Forfeit any unused subscription fees or credits without entitlement to refund;
- Report unlawful conduct to appropriate regulatory or law enforcement authorities where required.

20.8 No Agency or Employment Relationship

Recruiters expressly acknowledge that their use of the Platform does not create any agency, partnership, joint venture, or employment relationship between the recruiter and alabty. Recruiters act independently and solely in their own capacity while using the Platform.

21. Additional Terms for Job Seekers

21.1 No Payment or Monetary Demands

Job seekers are advised that legitimate recruiters and employers **do not require payment** for:

- Job applications;
- Interviews;
- Offer letters or onboarding processes.

Job seekers should exercise caution and immediately report any individual or entity requesting money in connection with recruitment activities.

21.2 Credit-Based Services and Usage Rules

Certain services may operate on a credit-based or subscription-based model. Job seekers acknowledge that:

- Purchased credits or services are subject to defined validity periods (for example, one year from the date of purchase);
- Some services may impose cooldown periods, such as restrictions on contacting the same recruiter again within a defined timeframe (for example, thirty (30) days);
- Unused credits typically expire upon completion of the validity period.

21.3 No Guarantees of Response or Employment

alabty does not guarantee:

- Responses from recruiters or employers;
- Authenticity, intent, or credibility of recruiters;
- Job offers, interviews, or employment outcomes.

Job seekers are responsible for conducting independent verification before engaging further.

22. General Commercial and Validity Terms

22.1 Payments and Refunds

Payments made for access, subscriptions, credits, or premium services are generally **non-refundable**, unless expressly stated otherwise in writing. alabty makes no guarantees regarding usage, response rates, or outcomes tied to paid services.

22.2 Validity of Access and Credits

Access to resume databases, recruiter tools, credits, or communication features is subject to defined validity periods, which may vary by product or subscription type. Upon expiry:

- Access rights may be revoked automatically.
- Unused credits may lapse without entitlement to refund or extension.

Contact Information

For legal notices or support:

Email: support@alabty.com

Website: www.alabty.com

By using the Platform, you acknowledge that you have read, understood, and agreed to these Terms and Conditions.