

Terms and Conditions

****Effective Date:**** October 5, 2025 ****Company Name:**** Optifusion Technologies ****Registered Address:**** 267 B, Sindhi Colony, Raja Park, Jaipur, Rajasthan – 302004, India ****Contact Email:**** business@optifusiontechnologies.com ****Website:**** www.optifusiontechnologies.com

1. Introduction

1.1 Acceptance of Terms These Terms and Conditions ("Terms") constitute a legally binding agreement between the Client ("You," "Your," or "Client") and Optifusion Technologies ("Company," "We," "Us," or "Our"), governing your access to and use of our recruitment consultancy services and website. By engaging our services, paying invoices, or using our website, you agree to comply with these Terms. If you do not agree, please refrain from using our services.

1.2 Modification of Terms Optifusion Technologies reserves the right to update, modify, or amend these Terms at any time. Any such changes will be reflected on our website, and continued use of our services will be deemed acceptance of the updated Terms.

2. Scope of Services

2.1 Nature of Services Optifusion Technologies provides professional recruitment consultancy and talent acquisition solutions to organizations seeking to hire employees across various domains and industries. Our services include but are not limited to candidate sourcing, screening, shortlisting, interview coordination, and talent reporting.

2.2 Candidate Fee Disclaimer Optifusion Technologies does not charge any fees from candidates or job seekers. All payments are made solely by client organizations using our services.

2.3 Service Plans Clients may subscribe to service plans (Monthly, Quarterly, or Annual) as published on our website or shared via proposal or invoice. Each plan outlines the scope, limits, and recruiter support provided.

3. Payments and Refunds

3.1 Payment Terms All payments must be made in advance before service commencement. Accepted payment methods include UPI and Bank Transfer. An official invoice shall be issued for every transaction. Services commence only after full payment confirmation.

3.2 Refund Policy If no hiring is completed during the subscription period, the client may request a refund. If partial hiring has been done, Optifusion Technologies shall deduct a proportional service charge based on the number of successful hires before processing the refund. No extension of the service period or credit adjustments will be offered for unused time. Refunds, if approved, shall be processed within fourteen (14) business days of written confirmation from both parties.

3.3 Non-Payment or Delay In case of non-payment, delayed payment, or payment reversal, Optifusion Technologies reserves the right to suspend services, withhold candidate data, or terminate the agreement without liability.

4. Hiring and Replacement Policy

4.1 Hiring Confirmation Once a candidate provided by Optifusion Technologies is hired by the Client, the Client must notify the Company within forty-eight (48) hours of selection.

4.2 Replacement Guarantee Optifusion Technologies offers a fifteen (15)-day replacement period for hired candidates. If a candidate resigns or is terminated within 15 days, a replacement candidate shall be provided at no additional cost.

4.3 Exclusions The replacement policy shall not apply if the Client changes the job profile or salary range, terminates employment for reasons unrelated to performance, or delays interviews beyond agreed timelines.

5. Client Obligations

5.1 Accurate Information The Client must provide accurate, complete, and updated information regarding job roles, requirements, and company details.

5.2 Timely Communication The Client must provide timely feedback on shortlisted candidates to maintain efficient hiring timelines.

5.3 Candidate Non-Solicitation Clients are prohibited from directly approaching or hiring candidates introduced by Optifusion Technologies outside the contractual scope, during or within six (6) months after the engagement period. Breach of this clause shall result in a penalty equal to the applicable hiring fee.

6. Confidentiality

6.1 Data Protection Both parties agree to maintain strict confidentiality over all shared information, including candidate resumes, interview feedback, and business data.

6.2 Client Data Optifusion Technologies will use client-provided data solely for fulfilling recruitment services and will not disclose it to third parties without consent, except as required by law.

7. Limitation of Liability

7.1 General Limitation Optifusion Technologies shall not be liable for any indirect, consequential, or incidental damages arising from the use or inability to use its services.

7.2 Candidate Performance The Company shall not be held responsible for the future performance, behavior, or retention of hired candidates once employment is confirmed.

7.3 Maximum Liability Our total liability shall not exceed the total service fee paid by the Client under the specific engagement.

8. Intellectual Property

8.1 Ownership All website content, designs, logos, communication templates, and materials shared by Optifusion Technologies are its intellectual property.

8.2 Restrictions Clients may not reproduce, distribute, or modify any materials without prior written consent.

9. Indemnity The Client agrees to indemnify and hold harmless Optifusion Technologies, its directors, and employees from any claims, losses, or damages arising due to misuse of services, breach of terms, or violation of applicable laws.

10. Termination of Service

10.1 Termination by Client The Client may terminate services by providing written notice. Any refund eligibility will be governed by Clause 3.2.

10.2 Termination by Company Optifusion Technologies may terminate services immediately in case of breach of these Terms, non-payment, or misuse of candidate data.

11. Dispute Resolution and Jurisdiction

11.1 Arbitration In case of any dispute, both parties shall first attempt to resolve the issue amicably through mutual discussion. If unresolved, the dispute shall be referred to a sole arbitrator appointed mutually, in accordance with the Arbitration and Conciliation Act, 1996.

11.2 Governing Law This Agreement shall be governed by and construed in accordance with the laws of India.

11.3 Jurisdiction All disputes shall fall under the exclusive jurisdiction of the courts in Jaipur, Rajasthan, India.

12. Miscellaneous

12.1 Severability If any provision of this Agreement is held invalid, the remaining provisions shall remain enforceable.

12.2 Entire Agreement These Terms represent the entire agreement between the Client and Optifusion Technologies and supersede any prior discussions or proposals.

12.3 Contact For any queries or concerns regarding these Terms, please contact: business@optifusiontechnologies.com 267 B, Sindhi Colony, Raja Park, Jaipur, Rajasthan – 302004

© 2025 Optifusion Technologies. All Rights Reserved.