



# SPEAK UP@UBL

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## Terms of Use

This document is an electronic record in terms of Information Technology Act, 2000 and rules there under as applicable. This electronic record is generated by a computer system and does not require any physical or digital signatures.

### **Introduction**

You agree that by using this Portal or registering on DISCLOSE WITHOUT FEAR ("Portal") or using Our Portal, to submit your whistleblowing query or issue relating to Your Company ("Query/Issue") You are entering into a legally binding agreement with The HRM Practitioners LLP based on the terms and conditions of this user agreement and the Privacy Policy ("User Agreement"). This Portal is registered in the name of The HRM Practitioners LLP ("HRMP"), a limited liability partnership registered under The Limited Liability Partnership Act, 2008 having its registered office at No. 3B, Glenmoor Apartments, No. 125, 3rd Main, Defence Colony, Indiranagar, Bangalore 560 038 . If You are using this Portal on behalf of your company or other legal entity, you are nevertheless bound by this User Agreement. By accepting this User Agreement You have also agreed and accepted to be bound by the terms and conditions incorporated in the "Privacy Policy", which shall be deemed to be a part of this User Agreement and in the event of any conflict between the terms of this User Agreement and the Privacy Policy, this User Agreement shall prevail. If You do not agree to any of the terms under this User Agreement, please do not click "I Agree" or use or view this Portal. By clicking "I Agree", You acknowledge that you have read and understood the terms and conditions of this User Agreement and that you agree to be bound by all of its provisions. For the purposes of this User Agreement, wherever the context so requires "You" shall mean any natural or legal person who has registered as a User of this Portal. The terms "We", "Us", "Our" and "HRMP" shall mean HRMP.

### **Eligibility**

You confirm that You are not under the age of eighteen (18) years and are competent to enter into contracts under laws applicable to You. If You are an employee of HRMP's client and are accessing this Portal, You are bound by the terms of this Portal. If You are registering as a business entity, You represent that You are duly authorized by the business entity to accept this User Agreement and You have the authority to bind that business entity to this User Agreement. By entering into this User Agreement, You must not violate any other agreement to which You are a party.

### **Access Obligations**

In certain versions of the DWF portal, You will be provided with a one time access code and a unique code if you wish to submit the Query/Issue through the Portal. You undertake to be solely responsible for the maintenance of confidentiality of your information, including the operation of any activity which takes place thereunder. "Your Information" is defined as any information You provide Us while submitting Your Query/Issue under this Portal. You understand and agree to provide true, accurate, current and complete information about Yourself /Your business entity as prompted by this Portal for You to submit Your Query/ Issue. If HRMP has reasonable grounds to suspect that such information is untrue, inaccurate, not current or not in accordance with the User Agreement, HRMP has the right to reject Your access to the Portal.





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You also agree to keep your password a secret and not share the access details with anyone else. You are aware that this Portal is only for You to submit Your Query/Issue and We are in no manner liable or responsible for the resolution of Your Query/Issue submitted through the Portal. Should You have any access related or Query/Issue related concerns, You must reach out to Your company.

## Electronic Communications

If you send e-mails to Us, You understand and agree that You are communicating with Us through electronic records. You agree to receive communications, including periodic newsletters, via electronic records by HRMP, as and when required. You agree that all agreements, notices, disclosures and other communications that we provide to You electronically satisfy any legal requirement that is required of such communication in writing. You undertake to maintain Your e-mail address for all communications with HRMP. If HRMP is desirous of communicating with You, it shall send it to the e-mail address provided and updated by You and it shall be deemed to have been received by You once it is reflected as sent in the outbox of HRMP's e-mail ID.

You agree and confirm:

1. By accepting this User Agreement and using the Portal, You agree to be in full compliance with all the applicable laws, rules, regulations, guidelines and Your Company policies;
2. That You are solely responsible for not receiving any response to the Query/ Issue or any inconvenience or delay caused thereto from Your Company.
3. That You are solely responsible on account of Your inaccuracy or mistake, including but not limited to You providing us with wrong information. Any losses incurred by HRMP as a result of such inaccuracy or mistake may be claimed from You;
4. That You will not interfere with the proper working of the Portal, or with any other person's right to use this Portal; and
5. That You are accessing this Portal at Your sole risk and are using Your best and prudent judgment before submitting the Query/ Issue through this Portal.

## Use of Portal

You shall not use or assist any other person to use this Portal for the following purposes:

1. Disseminating, whether in electronic or non-electronic form, any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable material;
2. Transmitting material that encourages conduct that constitutes a criminal offence, results in civil liability or otherwise breaches any relevant laws, regulations or code of practice;
3. Breaching any applicable laws;
4. Accessing, reproducing, distributing, broadcasting, displaying, storing electronically or otherwise, transmitting any content on this Portal or part thereof, including but not limited to the intellectual property rights that are owned or controlled by HRMP, for any unlawful use and/or selling such acquired content for a commercial gain, without Our prior written consent;
5. Accessing or attempting to access any account other than Your User Account or any other computer system or sharing Your Account details;
6. Using or attempting to use any engine, software, tool, agent or other device or mechanism (including without limitation browsers, spiders, robots or intelligent agents) to manipulate the software on this Portal; and/or





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7. Gaining or attempting to gain unauthorized access to any part or feature of the Portal or any other systems or networks connected to the Portal or to any server, computer, network, or to any of the services offered on or through the Portal, by hacking or any other illegitimate means.

## Reviews, Feedback, Submissions

All reviews, comments, feedback, suggestions, ideas, and other submissions disclosed, submitted or offered to HRMP on or through this Portal, any blog, Facebook, Twitter or any other such social media or networking platform or otherwise disclosed, submitted or offered in connection with Your use of this Portal (collectively, the "Comments") shall be and remain the property of HRMP. Such disclosure, submission or offer of any Comments shall constitute an assignment to HRMP of all worldwide rights, titles and interests in all copyrights and other intellectual property rights in the Comments. Thus, HRMP shall not be limited in any way in its use, of any Comments for any statistical studies or for creating general reports. HRMP shall in no manner be responsible to You to respond to any Comments and You shall solely liaise with Your Company for any resolution or inputs on Your Comments, Issue or Query. You agree that any Comments submitted by You to this Portal, any blog, Facebook, Twitter or any other such social media or networking platform or disclosed otherwise shall not violate this policy or any right of any third party, including copyright, trademark, privacy or other personal or proprietary right(s), and shall not cause injury to any person or entity, including HRMP. You further agree that no Comments submitted by You to this Portal shall be or contain libelous or otherwise unlawful, threatening, abusive or obscene material, or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings or any form of "spam". HRMP may not regularly review your Comments, but does reserve the right (but not the obligation) to monitor and edit or remove any Comments. You grant HRMP the right to use the name that You submit in connection with any Comments. You agree not to use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of any Comments You submit. You are and shall remain solely responsible for the content of any Comments you make and You agree to indemnify HRMP for and against all claims resulting from any Comments You submit. HRMP takes no responsibility and assume no liability for any Comments submitted by You or any third party.

## Copyright & Trademark:

You agree and confirm that:

1. All copyright, database right and all other proprietary rights, title and interest in all content presented on this Portal (including but not limited to the graphical images, text, video clips, reprographics, sounds, demos, patches and other files) ("IP") is owned by and/or licensed to HRMP and is or may be protected or covered by copyright, trade mark, intellectual property law and/or other proprietary rights, unless expressly stated otherwise.
2. No extracts of this Portal or part thereof shall be displayed, printed or downloaded by You or with Your assistance, for any reason, including without limitation to commercialize any IP in any way.
3. Your use of the Portal does not confer on You or any other party, any license or other rights under the intellectual property or other proprietary rights of HRMP, and/ or any third party, whether implied or otherwise.
4. HRMP shall not be held liable for any claims relating to (i) infringement of any intellectual property rights in relation to the Query/ Issue and/or their content or (ii) if You are an employee then failure by Your company in





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complying with its obligations vis-a-vis You or in relation to Your use of Portal or the Query/ Issue submitted by You or Your Company's failure to respond to Your Query/Issue.

## Objectionable Material

You agree to use this Portal at Your sole risk and that to the fullest extent permitted under applicable law, You agree to waive, any legal or equitable rights or remedies You may have against HRMP against the Content of the Portal that may be deemed inaccurate, offensive, indecent, or objectionable to You.

## Indemnity

By accessing this Portal, You agree to defend, indemnify and hold harmless, HRMP, its employees, directors, officers, agents and successors and assigns from and against any and all claims, liabilities, damages, losses, costs and expenses, including attorney's fees, caused by or arising out of claims based upon your actions or inactions, which may result in any loss or liability to HRMP or any third party caused by (i) Your failure to comply with the terms of this Agreement, including, without limitation to violation of any applicable HRMP policies or Your Company Policies; (ii) infringement of intellectual property rights by You; (iii) Your fraudulent misrepresentation or misinformation, submission of content violating third party rights, libel, defamation; (iv) breach of any applicable laws; (v) any claims relating to the Query/Issue submitted by You through this Portal; (vi) any act or omission by Your Company relating to the Query/Issue submitted by You through this Portal and (vii) any activity in which You engage on or through this Portal. This clause shall survive the expiry or termination of the User Agreement.

## Suspension and Termination

Without prejudice to any other right, HRMP has the right, at its sole discretion, to terminate Your registration or restrict, suspend or block Your access to the Portal if there is a breach of the terms of the User Agreement or if there are reasonable grounds to believe that You have breached any of the terms under the User Agreement. You understand that consequent to termination, You will not be allowed to access the Portal, unless otherwise agreed or permitted in writing by HRMP.

## Limitation of Liability and Disclaimers

We disclaim any legal liability for the quality, safety, any typographical error relating to the Portal or availability of the Portal or for any technical error which you may experience on this Portal. HRMP shall not be liable in any form or manner whatsoever in relation to the uptime of the Portal. This disclaimer constitutes an essential part of the User Agreement. If You are dissatisfied or harmed by this Portal or anything relating to HRMP, You may choose to decide not to access this Portal such non-access shall be Your sole and exclusive remedy. We shall use our best efforts to ensure the proper functioning of the Portal, however, We shall not be liable for any downtime of the Portal which is beyond our reasonable control. To the fullest extent permitted under applicable law, HRMP shall not be liable for any direct, indirect, incidental, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses arising out of or in connection with this Portal, the Query/ Issue, the use of the Portal to submit Your Query/ Issue or the User Agreement. In case You have any issues or concerns with regard to the





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Portal while submitting the Query/Issue or any concerns on the status of the Query/Issue, You may directly reach out to Your Company.

## Privacy

You should carefully read our full Privacy Policy before using this Portal as it is hereby incorporated into this User Agreement by reference and governs treatment of any information, including personally identifiable information, sensitive personal information You submit to Us. You acknowledge that Your submission of any information, statements, data and content to us is voluntary on Your part and that HRMP may process such information within the terms of the Privacy Policy and additional provisions of this User Agreement.

## Force Majeure

HRMP shall not be held liable for any of its obligations under the User Agreement due to reasons beyond its control such as down time of servers, viruses, strikes, natural calamities, acts of war, terror etc. You agree not to hold HRMP liable for any delay or adverse effect caused due to the occurrence of such an event.

## Changes to the User Agreement

HRMP may at any time modify and/or amend the terms of this User Agreement without any prior notification to You. In the event of any such modification of or amendment to the User Agreement, the latest revised version of the User Agreement shall be posted on the Portal and shall become effective from the time of posting. You must regularly review this User Agreement and in the event the modified or amended terms and conditions of the User Agreement are not acceptable to You, You should discontinue using the Portal. Your continued use of the Portal will constitute Your acceptance of the latest revised User Agreement.

## Entire Agreement

If any part of the User Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed to be superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the User Agreement shall continue in effect. Unless otherwise specified herein, this User Agreement constitutes the entire agreement and HRMP's failure to act with respect to a breach by You or others does not waive its right to act with respect to subsequent or similar breaches.

## Dispute Resolution Mechanism

In the event You have any concerns with regard to the Portal or any concerns on the status of the Query/Issue then you may directly reach out to Your Company. You agree that You will not bring any action against Us and shall only reach out to Your Company for any concerns that you may have with regard to the Query/Issue.

## Governing Law and Jurisdiction

This User Agreement shall be construed in accordance with the applicable laws of India and the courts at Bangalore shall have the sole and exclusive jurisdiction to entertain any disputes that may arise hereunder, subject to the dispute resolution mechanism in the succeeding paragraph.

