

# Terms and Conditions

## PURPOSE:

Mytradeport.in 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. Mytradeport.in is a product/platform of Technark Soft Solutions Private Limited (also referred as TSPL). "Technark Soft Solutions Pvt Ltd" or "TSPL" in this document/on this page shall also refer to "the Company", Its successors, controllers, assignee or transferee at any point of time.

## USE TO BE IN CONFORMITY WITH THE PURPOSE

Mytradeport.in (and related products) or service or product 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 TSPL 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 Mytradeport.in 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 and TSPL assumes no liability for the quality and genuineness of responses. Technark Soft Solutions Pvt Ltd 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 Mytradeport.in 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. Technark Soft Solutions Pvt Ltd 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 Technark Soft Solutions Pvt Ltd to be placed on the website by technical or any other means is not the responsibility of Technark Soft Solutions Pvt Ltd Technark Soft Solutions Pvt Ltd does not guarantee confidentiality of information provided to it by any person acquiring/using all/any information displayed on the mytradeport.in website or any of its other websites / domains owned and operated by Technark Soft Solutions Pvt Ltd

Technark Soft Solutions Pvt Ltd does not share personally identifiable data of any individual with other companies / entities without obtaining permission except with those acting as our agents. Technark Soft Solutions Pvt Ltd shall share all such information that it has in its possession in response to legal process, such as a court order or subpoena. The user shall not utilize the services offered by mytradeport.in/TSPL in any manner so as to impair the interests and functioning of mytradeport.in/TSPL. The user undertakes not to duplicate, download publish, modify and distribute material on mytradeport.in unless specifically authorized by TSPL in this regard.

The user undertakes to use mytradeport.in for his/her own purposes. Using content from mytradeport.in for derivative works with a commercial motive without prior written consent from TSPL is strictly prohibited.

Users undertake that the services offered by mytradeport.in/ TSPL 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. TSPL reserves the right to filter and monitor and block the emails sent by you/user using the servers maintained by TSPL to relay emails. All attempts shall be made by TSPL and the user to abide by International Best Practices in containing and eliminating Spam.

Users shall not spam the platform maintained by mytradeport.in / TSPL or indiscriminately and repeatedly post jobs/forward mail indiscriminately etc. Any conduct of the user in violation of this clause shall entitle TSPL to forthwith terminate all services to the user without notice and to forfeit any amounts paid by him.

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

The User is solely responsible for maintaining confidentiality of the user credentials, user password and user identification and all activities and transmission performed by the User through his user identification and shall be solely responsible for carrying out any online or off-line transaction involving credit cards / debit cards or such other forms of instruments or documents for making such transactions and Technark Soft Solutions Pvt Ltd assumes no responsibility or liability for their improper use of information relating to such usage of credit cards / debit cards used by the subscriber online/off-line.

The User/Subscriber/Visitor to Mytradeport.in 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 or any subsequent ACTs (including its amendments or replacements) 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 TSPL. The said User/ subscriber/ visitor to Mytradeport.in 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 is solely responsible for obtaining, at his own cost, all licenses, permits, consents, approvals and intellectual property or other rights as may be required by the user for using the Service.

THE USER REPRESENTS, WARRANTS AND COVENANTS THAT ITS USE OF MYTRADEPORT.IN SHALL NOT BE DONE IN A MANNER SO AS TO:

- a. Violate any applicable local, provincial, state, national or international law, statute, ordinance, rule or regulation;
- b. Interfere with or disrupt computer networks connected to Mytradeport.in;
- c. Impersonate any other person or entity, or make any misrepresentation as to your employment by or affiliation with any other person or entity;
- d. Forge headers or in any manner manipulate identifiers in order to disguise the origin of any user information;
- e. Interfere with or disrupt the use of Mytradeport.in by any other user, nor "stalk", threaten, or in any manner harass another user;
- f. Use Mytradeport.in in such a manner as to gain unauthorized entry or access to the computer systems of others;
- g. Reproduce, copy, modify, sell, store, distribute or otherwise exploit for any commercial purposes Mytradeport.in, or any component thereof (including, but not limited to any materials or information accessible through Mytradeport.in);
- h. Use content from the Site for derivative works with a commercial motive without prior written consent of the TSPL.
- i. Use any device, software or routine to interfere or attempt to interfere with the proper working of Mytradeport.in; or
- j. Impose an unreasonable or disproportionately large load on Mytradeport.in infrastructure.
- k. Spam Mytradeport.in/TSPL by indiscriminately and repeatedly posting content or forwarding mail that may be considered spam etc.
- l. Access data not intended for you or log into server or account that you are not authorized to access;
- m. Constitute an act of reverse engineering, decompiling, disassembling, deciphering or otherwise attempting to derive the source code for the Site or any related technology or any part thereof
- n. Engage in "framing," "mirroring," or otherwise simulating the appearance or function of the Site
- o. Attempt to probe, scan or test the vulnerability of a system or network;
- p. Use automated means to crawl and/or scrape content from Mytradeport.in and to manually scrape content from Mytradeport.in;
- q. The Site uses technological means to exclude Robots etc. from crawling it and scraping content. You undertake not to circumvent these methods.
- r. Access the Site except through the interfaces expressly provided by TSPL;
- s. Attempt or breach security or authentication measures without proper authorization;
- t. Providing deeplinks into Mytradeport.in without prior permission of TSPL is prohibited. Extracting data from Mytradeport.in using any automated process such as spiders, crawlers etc. or through any manual process for a purpose which has not been authorised in writing.
- u. Upload, post, email, transmit or otherwise make available either directly or indirectly, any unsolicited bulk e-mail or unsolicited commercial e-mail.
- v. Subscribers shall under no circumstance sublicense, assign, or transfer the License, and any attempt at such sublicense, assignment or transfer is void.

- w. Constitute hosting, modifying, uploading, posting, transmitting, publishing, or distributing any material or information
- a. For which you do not have all necessary rights and licenses;
  - b. Which infringes, violates, breaches or otherwise contravenes the rights of any third party, including any copyright, trademark, patent, rights of privacy or publicity or any other proprietary right;
  - c. Which contains a computer virus, or other code, files or programs intending in any manner to disrupt or interfere with the functioning of Mytradeport.in, or that of other computer systems;
  - d. That is grossly harmful, harassing, invasive of another's privacy, hateful, disparaging, relating to money laundering or unlawful, or which may potentially be perceived as being harmful, threatening, abusive, harassing, defamatory, libelous/blasphemous, vulgar, obscene, or racially, ethnically, or otherwise unlawful in any manner whatsoever;
  - e. Which constitutes or encourages conduct that would constitute a criminal offence, give rise to other liability, or otherwise violate applicable law;
  - f. That deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
  - g. That belongs to another person and to which the user does not have any right to;
  - h. That harm minors in any way;
  - i. That threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognisable offence or prevents investigation of any offence or is insulting any other nation.

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.

Techinark Soft Solutions Pvt Ltd will make best efforts to do so but does not warrant that any of the web sites or any affiliate site(s) or network system linked to it is free of any operational errors nor does it warrant that it will be free of any virus, computer contaminant, worm, or other harmful components. The subscription of a user shall be subject to Quotas as applicable and as advised. E-Mails provided as part of contact details are expected to be genuine and access to such email accounts is available to authorised personnel only.

Techinark Soft Solutions Pvt Ltd shall not be liable for any loss or damage sustained by reason of any disclosure (inadvertent or otherwise) of any information concerning the user's account and / or information relating to or regarding online transactions using credit cards / debit cards and / or their verification process and particulars nor for any error, omission or inaccuracy with respect to any information so disclosed and used whether or not in pursuance of a legal process or otherwise.

Payments for the services offered by Mytradeport.in shall be on a 100% advance basis. Refund if any will be at the sole discretion of TSPL. TSPL offers no guarantees whatsoever for the accuracy or timeliness of the refunds reaching the Customers card/bank accounts. TSPL gives no guarantees of server uptime or applications working properly. All is on a best effort basis and liability is limited to refund of amount only. TSPL undertakes no liability for free services. TSPL reserves its right to amend / alter or change all or any disclaimers or terms of agreements at any time without any prior notice. All terms / disclaimers whether specifically mentioned or not shall be deemed to be included if any reference is made to them.

Unless otherwise specified and notwithstanding anything contained in any other agreement or arrangement, by whatever name called, the performance obligation of TSPL (service provider) is to provide access of its on-line portal to the customer for the duration of the subscription period & reference to any usage, by whatever name called or any other performance obligation, if any, is to provide the upper limit for consumption, which by itself, does not create any additional performance obligation upon TSPL

Subscriber/user acknowledges and agrees that TSPL/Mytradeport.in, at its sole discretion and without prejudice to other rights and remedies that it may have under the applicable laws, shall be entitled to set off the amount paid or payable by a subscriber/user against any amount(s) payable by Subscriber/user to TSPL under any other agreement or commercial relationship towards other products/services.

Techinark Soft Solutions Pvt Ltd further reserves its right to post the data on the website mytradeport.in or on such other affiliated sites and publications as Techinark Soft Solutions Pvt Ltd may deem fit and proper at no extra cost to the subscriber / user.

The subscription / agreement between TSPL and the subscriber / user is not a "non-poach agreement" nor can the same be termed or used as an alternative to "non-poach agreement" in as much as TSPL / mytradeport.in is a public site and all information posted by TSPL goes to the public domain except information / data which is specifically assigned a non-public / private character.

Any agreement for a subscription / usage entered into by TSPL does not confer exclusivity of service on any subscriber / user.

TSPL (India) Ltd will not be party to any legal proceedings between a user (e.g. a subscriber) and a party

contracted through the site. In case Technark Soft Solutions Pvt Ltd is implicated in any legal proceedings, costs will be recovered from the party that names Technark Soft Solutions Pvt Ltd TSPL however will abide with any court order served on it through due process. TSPL controls and operates this Platform from its headquarters in Noida and makes no representation that the materials on Mytradeport.in are appropriate or available for use in other locations. If you use this Website from other locations, you are responsible for compliance with applicable local laws including but not limited to the export and import regulations of other countries.

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

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

TSPL has no agents and does not operate through any agents save for those specifically mentioned on the home page of the website.

The Terms and conditions mentioned above regulate the usage of mytradeport.in. Any person using mytradeport.in in violation of the stipulations contained in the Terms and Conditions of mytradeport.in 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 TSPL, ITS DIRECTORS, OFFICERS, EMPLOYERS, AGENTS, 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 MYTRADEPORT.IN INCLUDING BUT NOT LIMITED TO INFORMATION PROVIDED BY YOU OR ANY OTHER MATTER RELATING TO MYTRADEPORT.IN. 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 TSPL arising out of use of Mytradeport.in 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.

TSPL, TSPL India, TSPL and Technark Soft Solutions Pvt Ltd are used interchangeably and are synonymous.

The user of mytradeport.in is subject to the **Privacy Policy** available on mytradeport.in

In case of non-compliance of these Terms and Conditions or Privacy Policy TSPL may terminate usage rights and take down any offending information that might have been uploaded by such subscriber/user

**ADDITIONALLY, BASIS SERVICES CHOSEN, CERTAIN PRODUCT/SERVICE SPECIFIC CONDITIONS MAY APPLY WHICH SHALL BE UPDATED FROM TIME TO TIME**

### **Job Seekers**

1. Resume Posting / Submission of Resume / Resume Upload / Resume Manager by registering your resume on mytradeport.in, you agree to the following terms

1. The resume/ insertion or information/data fed by the user can be updated by the user alone, free of cost.
2. TSPL offers no guarantee nor warranties that there would be a satisfactory response or any response at all once the resume/ insertion or information/data is fed by the user.
3. TSPL neither guarantees nor offers any warranty about the credentials bonafides, status or otherwise of the prospective employer/organization which downloads the resume/ insertion or information/data and uses it to contact the user.
4. TSPL would not be held liable for loss of any data technical or otherwise, or of the resume/ insertion or information/data or particulars supplied by user due to acts of god as well as reasons beyond its control like corruption of data or delay or failure to perform as a result of any cause(s) or conditions that are beyond TSPL's reasonable control including but not limited to strikes, riots, civil unrest, Govt. policies, tampering of data by unauthorized persons like hackers, distributed denial of service attacks, virus attacks, war and natural calamities.

5. It shall be sole prerogative and responsibility of the user to check the authenticity of all or any response received pursuant to the resume/ insertion or information/data being fed into the network system of TSPL by the user, for going out of station or in station for any job or interview. TSPL assumes no responsibility in respect thereof and expressly disclaims any liability for any act, deed or thing which the user may so do, pursuant to the receipt of the response, if any, to the resume/ insertion or information/ date being fed into the network system of TSPL.
6. Uploading of multiple resumes beyond a reasonable limit by the same individual, using the same or different accounts shall entitle TSPL to remove the Resumes without notice to the subscriber. 6.a This service is only meant for candidates looking for suitable jobs. Any usage with commercial intent is prohibited.
7. TSPL reserves its right to reject and delete any resume/ insertion or information/data fed in by the user without assigning any reason.
8. This free service entitles the user alone i.e the same person, to add modify or change the data/information fed in by him but does not entitle him to use the free service to feed fresh insertion or information/data /resume of another person in place of the insertion or information/data already fed in by such user.
9. TSPL has the right to make all such modifications/editing of resume in order to fit resume in its database.
10. The subscriber shall be assigned a password (s) by TSPL to enable the subscriber to access all the information received through mytradeport.in, but the sole responsibility of the safe custody of the password shall be that of the subscriber and TSPL shall not be responsible for data loss/theft of data/corruption of data or the wrong usage/misuse of the password and any damage or leak of information and its consequential usage by a third party. TSPL undertakes to take all reasonable precautions at its end to ensure that there is no leakage/misuse of the password granted to the subscriber. When you indicate your interest in a Job Listing on mytradeport.in, you are sending your CV and application information including relevant documents to mytradeport.in, and you are requesting and authorizing mytradeport.in to make available such application information to the applicable Employer(s) for such Job Listing(s).
11. In addition, by using mytradeport.in, you agree that mytradeport.in is not responsible for the content of the Employer's application form, messages, screener questions, testing assessments; required documents, or their format or method of delivery.
12. You consent to your application, documents and any responses sent to you by the Employer or vice versa through mytradeport.in being processed and analysed by mytradeport.in according to these terms of use and mytradeport.in's Privacy Policy. Mytradeport.in shall store and process such information regardless of whether a job vacancy has been filled. Mytradeport.in may use your application materials (including public CVs and responses to employer's questions) to determine whether you may be interested in a Job Listing, and mytradeport.in may reach out to you about such Job Listing.
13. Information you post in public areas of Myjobport sites or applications or make visible in the resume and profile database may be accessed, used, and stored by others around the world, including those in countries that might not have legislation that guarantees adequate protection of personal information as defined by your country of residence. While Mytradeport.in takes measures to safeguard your information from unauthorized access or inappropriate use, Mytradeport.in does not control these third parties and we are not responsible for their use of information you give to us. Accordingly, you should not post sensitive information or any other information you would not want made public, to any portion of Mytradeport.in or application or to a public website.
14. In order to use Mytradeport.in, you may sign in using your Facebook/Google/LinkedIn login. If you do so, you authorize us to access and use certain Facebook/Google/LinkedIn account information, including but not limited to your public Facebook profile and posts. For more details regarding the information we collect from you and how we use it, please visit our Privacy Policy.
15. It shall be the sole responsibility of the user to ensure that it uses the privacy setting options as it deems fit to debar / refuse access of the data fed by it, to such corporate entities individuals or consultants. TSPL shall not be responsible for such insertions / data being accessed by its subscribers or users whose access has not been specifically blocked /debarred by the user while using the privacy settings.
16. Even though you may have marked your profile as unsearchable, on viewing a profile when you are logged into your Mytradeport.in account, a snapshot of your profile maybe made visible to the recruiter.
17. Although TSPL will make all possible efforts to adhere to these privacy settings, it will not be responsible for a resume being seen by a blocked user for any reason. For best privacy settings it is recommended that you do not allow your resume to be searched at all.
18. The user represents that he/she is not a minor and is not under any legal or other disability which limits his/her ability to comply with these Terms or to install and use the services subscribed and purchased with minimal risk of harm to you or others. You further represent that you are not purchasing the products/services for resale to others and will not do so without TSPL (India) Limited's prior written consent.
19. All changes / modifications made by the user to the data / information shall be effected and will come into operation only after 24-48 hours of such changes / modifications being made.
20. On registration you agree to: a) Making your resume searchable to clients of TSPL who subscribe to Profiles using Database Access. You may be contacted by subscribers via email, telephone (even though you may have registered with NDNC) and/or post. If you wish to modify this setting and make

yourself non-searchable, you may reset this in the Privacy Setting section of your resume. We recommend that you read the privacy settings carefully and TSPL will not be held responsible for contacts/emails received by you. b) Receive job alerts (emails detailing jobs that match your profile as entered on mytradeport.in) via email. You may remove yourself from the job alert email database by resetting this option in the Privacy Setting section of your resume c) Receive promotional mailers/special offers. You may remove yourself from the promotional mailer email database by resetting this option on the Privacy Setting section of your resume.

21. The user agreement between a user/subscriber and TSPL will be treated as having been terminated in the following events: (i) On completion of the term for which the user/subscriber engages the services of the website; or (ii) In case the user/subscriber violates any of the conditions of this agreement or any other agreement entered into by him with TSPL, however, such termination will be at the option and discretion of TSPL; or (iii) On writing and on such terms as agreed to by the parties mutually.
22. The User of these services does not claim any copyright or other Intellectual Property Right over the data uploaded by him/her on the website.

## 2. Resume/Jobseeker's Profile Display

1. In case necessary inputs required by us for commencing the services are not received by us within 30 days of the payment, the order shall stand cancelled and the any amounts paid shall be appropriated.
2. The payment for service once subscribed to by the subscriber is not refundable and any amount paid shall stand appropriated.
3. The amount paid entitles the subscriber alone to the service by TSPL for a period of subscription opted for from the date of up-linking of the resume on the website Mytradeport.in or such other mirror or parallel site(s) as TSPL may deem fit and proper but such web host shall be without any extra cost to the subscriber / user.
4. The resume displayed can be updated by the subscriber alone free of cost.
5. Notwithstanding anything contained herein, through Resume Display service your resume is made available from the home page of Mytradeport.in and can be freely accessed by anyone.
6. Additionally, through this service your resume is also made a part of Mytradeport.in's proprietary database, accessed only by companies/recruiter registered with us. Please log into your account and set the visibility of the resume as desired by you, here you can selectively block a company/recruiter from accessing your resume. (Please note that the confidentiality settings of the resume which has been made part of the exclusive database is independent of the confidentiality settings of the resume made part of the free search service)
7. TSPL offers neither guarantee nor warranties that there would be a satisfactory response or any response at all once the resume is put on display.
8. TSPL neither guarantees nor offers any warranty about the credentials of the prospective employer/organization which downloads the information and uses it to contact the prospective employee / visitor / user / subscriber.
9. TSPL would not be held liable for loss of any data technical or otherwise, and particulars supplied by subscribers due to reasons beyond its control like corruption of data or delay or failure to perform as a result of any causes or conditions that are beyond TSPL's reasonable control including but not limited to strikes, riots, civil unrest, Govt. policies, tampering of data by unauthorized persons like hackers, war and natural calamities.
10. It shall be the sole prerogative and responsibility of the individual to check the authenticity of all or any response received pursuant to the resume being displayed by TSPL for going out of station or in station for any job / interview and TSPL assumes no responsibility in respect thereof.
11. TSPL reserves its right to reject any insertion or information/data provided by the subscriber without assigning any reason either before uploading or after uploading the vacancy details, refund if any shall be on a pro-rata basis at the sole discretion of TSPL.
12. TSPL will commence providing services only upon receipt of amount/charges upfront either from subscriber or from a third party on behalf of the subscriber.
13. This subscription is not transferable i.e. it is for the same person throughout the period of subscription.
14. TSPL has the right to make all such modifications/editing of resume in order to fit the resume in its database.
15. The liability, if any, of TSPL is limited to the extent of the amount paid by the subscriber.
16. The subscriber shall be assigned password(s) by TSPL to enable the subscriber to access all the information received through its site Mytradeport.in, but the sole responsibility of the safe custody of the password shall be that of the subscriber and TSPL shall not be responsible for data loss/theft or data/corruption or the wrong usage/misuse of the password and any damage or leak of information and its consequential usage by a third party. TSPL undertakes to take all reasonable precautions at its end to ensure that there is no leakage/misuse of the password granted to the subscriber
17. The subscriber undertakes that the data/information provided by him is true and correct in all respects.
18. The User of these services does not claim any copyright or other Intellectual Property Right over the data uploaded by him/her on the website
19. (With Resume writing - 4 working days after you approve final resume) & (Without Resume writing - 4 working days after receiving your updated Resume)
20. Service will be deemed approved if a user fails to review the profile for 7 days. Users are advised to add or remove any information on profile which are not relevant to user.

### 3. Connect with Recruiter

1. The payment for service once subscribed to by the subscriber is not refundable and any amount paid shall stand appropriated.
2. Through this section, the subscriber can buy credits to send messages to the recruiter of his/her choice.
3. If the recruiter does not view the message sent to him/her within 15 days, the period being subject to change without prior notice, then the credit would be returned to the jobseeker. Credits will be returned only once.
4. All the credits are valid for one year from the date of purchase.
5. After contacting a recruiter, the jobseeker cannot send a message to the same recruiter for 30 days, the period being subject to change without prior notice.
6. Using the service, the jobseeker would be able to send a message of maximum 500 characters along with a subject line of maximum 200 characters.
7. TSPL offers neither guarantee nor warranties that there would be a satisfactory response or any response at all once the message is sent to the recruiter.
8. TSPL neither guarantees nor offers any warranty about the credentials of the prospective recruiter/organization which sees the message and down loads the information and uses it to contact the prospective employee / visitor / user / subscriber.
9. It shall be the sole prerogative and responsibility of the individual to check the authenticity of all or any response received pursuant to the connect message for going out of station or in station for any job / interview and TSPL assumes no responsibility in respect thereof.
10. This subscription is not transferable i.e. it is for the same person throughout the period of subscription.
11. The subscriber undertakes that the data/information provided by him is true and correct in all respects.
12. This service shall not be utilized by the user for uploading/transmitting content which is illegal or objectionable in any manner.
13. The User of these services does not claim any copyright or other Intellectual Property Right over the data uploaded by him/her on the website.

### 4. Resume Drafting/Making

1. In case necessary inputs required by us for commencing the services are not received by us within 30 days of the payment, the order shall stand cancelled and the any amounts paid shall be appropriated.
2. The subscriber shall certify that the information/data supplied by it to TSPL is accurate and correct.
3. The subscriber shall give reasonable time to TSPL for writing of resumes.
4. The subscriber must respond to the queries raised (sent by email) by TSPL within 7 days of such a query being raised failing which, TSPL shall stand absolved of all its obligation, if any.
5. The subscription amount once paid for by the subscribers is not refundable and all amount(s) paid on behalf of the subscriber shall stand appropriated.
6. The liability, if any, of TSPL is limited to the extent of the amount paid by the subscriber.
7. TSPL offers no guarantee nor warranties that there would be a satisfactory response or any response at all once the resume is written and used by the subscriber to apply for jobs.
8. TSPL shall not be held liable for loss of any data technical or otherwise, information, particulars supplied by subscriber due to reasons beyond its control like corruption of data or delay or failure to perform as a result of any causes or conditions that are beyond TSPL's reasonable control including but not limited to strikes, riots, civil unrest, Govt. policies, tampering of data by unauthorized persons like hackers, war and natural calamities.
9. TSPL reserves its right to reject any insertion or information/data provided by the subscriber without assigning any reason, but in such an eventuality, any amount so paid for, shall be refunded to the subscriber on a pro-rata basis at the sole discretion of TSPL.
10. TSPL will commence providing services only upon receipt of amount/charges upfront either from subscriber or from a third party on behalf of the subscriber.
11. This subscription is not transferable i.e. it is for the same person throughout the period of subscription.
12. The subscriber shall be assigned password(s) by TSPL to enable the subscriber to access all the information received through Mytradeport.in, but the sole responsibility of the safe custody of the password shall be that of the subscriber and TSPL shall not be responsible for data loss/theft of data/corruption of data or the wrong usage/misuse of the password and any damage or leak of information and its consequential usage by a third party. TSPL undertakes to take all reasonable precautions at its end to ensure that there is no leakage/misuse of the password granted to the subscriber.
13. The User of these services does not claim any copyright or other Intellectual Property Right over the data uploaded by him/her on the website.
14. Content and Images( Visuals) in visual resume are provided by Subscriber.  
TSPL India Limited disclaims all warranties against infringement.

### 5. Priority Applicant

1. The payment for service once subscribed to by the subscriber is not refundable and any amount paid shall stand appropriated.
2. The amount paid entitles the subscriber alone to the service by TSPL for a period of subscription opted for from the date of sending the first job SMS.
3. TSPL uses an automated algorithm to match jobs against the keywords/attributes present in the profile submitted by the user, and hence offers no guarantee nor warranties that the jobs sent in the job SMS will be relevant to the profile.
4. TSPL neither guarantees nor offers any warranty about the credentials of the prospective employer/organization whose details are sent in the Job SMS.
5. By opting for this service you are agreeing to receive details of Jobs from Mytradeport.in, on your mobile, till the tenure of the service.
6. TSPL will try its utmost best to try and deliver all SMS sent, however, it does not take any responsibility for SMSes not delivered (which may be on account of phones being out of order, operator network problems, SIM not being used anymore etcetera). It does take the responsibility of the SMSes leaving its vendor SMS gateway.
7. TSPL will not be responsible in any way for failure of any backend technology of SMS applications at the Operators end and resultant inability of a user to receive SMS.
8. TSPL reserves the right to regulate number of SMSes sent out to a particular user in a single day.
9. The service will be delivered on the mobile number provided at the time of purchase of the service, and will continue on the new number if changed by the user.
10. If there are no jobs found matching the user's profile, an intimation SMS & email is sent to the user, on the 7th day and the user is asked for changing/editing his profile.
11. TSPL would not be held liable for loss of any data technical or otherwise, and particulars supplied by subscribers due to reasons beyond its control like corruption of data or delay or failure to perform as a result of any causes or conditions that are beyond TSPL's reasonable control including but not limited to strikes, riots, civil unrest, Govt. policies, tampering of data by unauthorized persons like hackers, war and natural calamities.
12. It shall be the sole prerogative and responsibility of the individual to check the authenticity of all or any response received pursuant to the resume being displayed by TSPL for going out of station or in station for any job / interview and TSPL assumes no responsibility in respect thereof.
13. TSPL reserves its right to reject any insertion or information/data provided by the subscriber without assigning any reason either before uploading or after uploading the vacancy details, refund if any shall be on a pro-rata basis at the sole discretion of TSPL.
14. TSPL will commence providing services only upon receipt of amount/charges upfront either from subscriber or from a third party on behalf of the subscriber.
15. This subscription is not transferable i.e. it is for the same person throughout the period of subscription.
16. The liability, if any, of TSPL is limited to the extent of the amount paid by the subscriber.
17. The subscriber shall be assigned password (s) by TSPL to enable the subscriber to access all the information received through its site Mytradeport.in, but the sole responsibility of the safe custody of the password shall be that of the subscriber and TSPL shall not be responsible for data loss/theft or data/corruption or the wrong usage/misuse of the password and any damage or leak of information and its consequential usage by a third party. TSPL undertakes to take all reasonable precautions at its end to ensure that there is no leakage/misuse of the password granted to the subscriber.
18. The subscriber undertakes that the data/information provided by him is true and correct in all respects.
19. The User of these services does not claim any copyright or other Intellectual Property Right over the data uploaded by him/her on the website.
20. If you would like to stop the service before the due date, please write an email to [support@myjobport.in](mailto:support@myjobport.in)
21. The service will be processed within 4 working days after we receive your updated resume. In case we do not receive the same within 7 days, we will use your last updated resume on Myjobport for processing your service
22. You will receive 1 call from Myjobport Expert within 4 working days after you purchase Jobs4U service.
23. We will initiate 3 calling attempts to connect with you. In case No-response from your end post 3rd attempt, we will initiate the activation of service & take it as deemed approved. Users are advised to connect to for any related information

#### 6. Interview

1. The payment for service once subscribed to by the subscriber is not refundable and any amount paid shall stand appropriated.
2. The user understands that:
  - a. Services once subscribed can only be activated post the subscriber having uploaded his/her updated profile.
  - b. The Industry expert who conducts the interview can only do so once, service has been activated and the resume of the user/subscriber has been shared by the user/subscriber
  - c. The user understands that this is a time based product to be utilized within a specified period of time. Once subscribed therefore the Interview related product must be activated and utilized by him/her within a reasonable period of time of the same being subscribed.
3. Technark Soft Solutions Pvt Ltd does not share personally identifiable data of any individual with other companies/entities without obtaining permission. Technark Soft Solutions Pvt Ltd may share all



such information that it has in its possession for its own purposes including sending promotional mailers etc and in response to legal process, such as a court order or subpoena.

4. The user undertakes that he/she will not disseminate false/objectionable/offensive material using these services.
5. TSPL would not be held liable for loss of any data technical or otherwise, and particulars supplied by subscribers due to reasons beyond its control like corruption of data or delay or failure to perform as a result of any causes or conditions that are beyond TSPL's reasonable control including but not limited to strikes, riots, civil unrest, Govt. policies, tampering of data by unauthorized persons like hackers, war and natural calamities. TSPL will commence providing services only upon receipt of amount/charges upfront either from subscriber or from a third party on behalf of the subscriber.
6. This subscription is not transferable i.e. it is for the same person throughout the period of subscription.
7. The liability, if any, of TSPL is limited to the extent of the amount paid by the subscriber.
8. The subscriber shall be assigned password (s) by TSPL to enable the subscriber to access all the information received through its site Mytradeport.in, but the sole responsibility of the safe custody of the password shall be that of the subscriber and TSPL shall not be responsible for data loss/theft or data/corruption or the wrong usage/misuse of the password and any damage or leak of information and its consequential usage by a third party. TSPL undertakes to take all reasonable precautions at its end to ensure that there is no leakage/misuse of the password granted to the subscriber.
9. The subscriber undertakes that the data/information provided by him is true and correct in all respects.

#### 7. Applications by an Un-Registered Users

1. The user undertakes that the data/information being provided by him/her in the resume is true and correct in all respects..
2. Technark Soft Solutions Pvt Ltd does not share personally identifiable data of any individual with other companies/entities without obtaining permission. Technark Soft Solutions Pvt Ltd may share all such information that it has in its possession for its own purposes including sending promotional mailers etc and in response to legal process, such as a court order or subpoena.
3. The user undertakes that he/she will not disseminate false/objectionable/offensive material using these services.
4. This interface shall be exclusively for the purposes of bona fide job applications; usage of the interface in any other fashion is strictly prohibited.
5. TSPL neither guarantees nor offers any warranty about the credentials bonafides, status or otherwise of the prospective employer/organization which downloads the resume/ insertion or information/data and uses it to contact the user.
6. 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.
7. The User/subscriber/visitor to mytradeport.in or affiliated site(s) is prohibited from introducing/posting or transmitting information or software, which contains a computer virus, or a contaminant, worm or other harmful components on the internet or on mytradeport.in site or sub-domains or on any affiliate sites or any other network system
8. Technark Soft Solutions Pvt Ltd will not be party to any legal proceedings between a user (e.g. a subscriber) and a party contracted through the site. In case Technark Soft Solutions Pvt Ltd is implicated in any legal proceedings, costs will be recovered from the party that names Technark Soft Solutions Pvt Ltd TSPL however will abide with any court order served on it through due process.
9. When you indicate your interest in a Job Listing on mytradeport.in, you are sending your CV and application information including relevant documents to mytradeport.in, and you are requesting and authorizing mytradeport.in to make available such application information to the applicable Employer(s) for such Job Listing(s).
10. In addition, by using mytradeport.in, you agree that mytradeport.in is not responsible for the content of the Employer's application form, messages, screener questions, testing assessments; required documents, or their format or method of delivery.
11. You consent to your application, documents and any responses sent to you by the Employer or vice versa through mytradeport.in being processed and analysed by mytradeport.in according to these terms of use and mytradeport.in's Privacy Policy. Mytradeport.in shall store and process such information regardless of whether a job vacancy has been filled. Mytradeport.in may use your application materials (including public CVs and responses to employer's questions) to determine whether you may be interested in a Job Listing, and mytradeport.in may reach out to you about such Job Listing.
12. Information you post in public areas of Myjobport sites or applications or make visible in the resume and profile database may be accessed, used, and stored by others around the world, including those in countries that might not have legislation that guarantees adequate protection of personal information as defined by your country of residence. While Mytradeport.in takes measures to safeguard your information from unauthorized access or inappropriate use, Mytradeport.in does not control these third parties and we are not responsible for their use of information you give to us. Accordingly, you should not post sensitive information or any other information you would not want made public, to any portion of Mytradeport.in or application or to a public website.

#### 8. Job Search & Resume Services through SMS/Watsapp

1. The subscriber availing this service shall be deemed to have consented to be bound by all the applicable terms and conditions of this service.
2. Decision of TSPL regarding all transactions under this service shall be final and binding and no correspondence shall be entertained in this regard.
3. TSPL reserves the right to extend, cancel, discontinue, prematurely withdraw, change, alter or modify this service or any part thereof including charges, at its sole discretion at anytime as may be required in view of business exigencies and/or regulatory or statutory changes.
4. Your mobile phone number (messaging services/messaging provider) will be used during the transmission of text messages through the mobile service provider's server for SMS Service.
5. The membership is for your personal use only. You cannot transfer, assign or authorize your membership to any other person.
6. The subscriber understands that he/she can avail SMS Services at his/her discretion and the said service shall be availed in such options as are made available by TSPL from time to time.
7. This service is subject to guidelines/directions issued by Telecom Regulatory Authority of India or any other statutory authority from time to time.
8. The SMS or its contents once sent for availing the SMS services shall be treated as final and the same cannot be withdrawn, changed or retrieved subsequently under any circumstances.
9. WAP Services enable you to access our Services and to submit and/or receive Content through your wireless Device. Your access to our WAP Services may be dependent on the wireless Device you use to access the applicable WAP services.
10. Subscription Services provide you with access to certain Content for a selected period of time, which will be as indicated and chosen by you prior to purchase. The frequency with which you will receive the relevant Content will be notified to you at the time you subscribe for the service.
11. You will not post or transmit any content that is abusive, obscene, sexually oriented or against national interest. TSPL reserves the right to suspend your profile if any prohibitive or objectionable content is found and may further initiate appropriate legal proceedings against you.
12. The Service is an additional service offered by TSPL. The functions of the Service are dependent on the Operator owning the network to facilitate this service (Operator), for which TSPL does not undertake any responsibility for failure of this network transmission or failure of message transmission for any reasons whatsoever. From time to time, TSPL may include additional features and services.
13. TSPL reserves the right to modify/delete the profile contents at its own discretion without prior notice if the contents of profile are deemed unfit for broadcast.
14. TSPL is not responsible for authenticity of the content arising thereto.
15. The subscriber must maintain such minimum balance in his/her prepaid account as is specified by TSPL for availing the particular option offered under these services. All incidental costs/taxes/levies, if any, related to the VAS shall be entirely borne by the customer.
16. The users specifically note and agree that the content and service or part thereof may be varied, added, withdrawn, withheld or suspended by TSPL at its sole discretion without prior notice to the users.
17. TSPL shall not be liable for any costs, loss or damage (whether direct or indirect), or for loss of revenue, loss of profits or any consequential loss whatsoever as a result of the user using the Service.
18. No reversal of deducted charges shall be allowed under any circumstances.
19. The users shall remain solely responsible for all content, information, data originated from the users and transmitted via the Service (content), and the users shall accordingly indemnify TSPL and / or the Operator, against all third party claims relating to the users content or due to the users act, negligence or omission.
20. You are bound by the terms and conditions as mentioned herein and as stated on the site.
21. Message delivery is conditional to Mobile operator's technical infrastructure and its network uptime.
22. By using various SMS based services from TSPL/myjobport.in like Job Search, Job Alert, Myjobport forum Chat, Career services etc , you agree to receive phone calls, messages etc. from TSPL and/or its associates tailored to provide with better job opportunities.
23. Subscribing or using various paid/free services of TSPL on SMS/Voice/WAP either directly or indirectly doesn't in any manner guarantee the user a job.
24. TSPL and/or its respective suppliers make no representations about the suitability, reliability, availability, timeliness, lack of viruses or other harmful components and accuracy of the information, software, products, services and related graphics contained within the, TSPL sites/services for any purpose. All such information, software, products, services and related graphics are provided "as is" without warranty of any kind. TSPL and/or its respective suppliers hereby disclaim all warranties and conditions with regard to this information, software, products, services and related graphics, including all implied warranties and conditions of merchantability, fitness for a particular purpose, workmanlike effort, title and non-infringement. TSPL shall not be responsible or liable for any consequential damages arising thereto.
25. By agreeing to register at Mytradeport.in, a user allows TSPL to get in touch with him/her from time to time on events or offers regarding jobs and ancillary services on mobile. This can include exciting offers, information, as well as promotions.
26. The subscriber shall comply with all directions/instructions etc. issued by the Company relating to the network, the services and any/all matters connected therewith and provide the Company all other and further information and co-operation as the Company may require from time to time.
27. Registration presumes that the users have read, understood and accepted the terms and conditions.
28. This service is live in India only.

## Recruiter

Additional Terms applicable to Recruiters "Employer/Agency" accessing any portion of the website Mytradeport.in:

1. Employer/Agency will comply with all applicable data protection laws in relation to the processing of personal data; and not process personal data in an unlawful manner and excessive with regard to agreed purposes as defined in the privacy policy and this terms and conditions
  2. Employer/Agency shall implement adequate technical and organizational controls to protect the shared personal data obtained from the Company against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure
  3. Employer/Agency agree to provide reasonable assistance as is necessary to facilitate the handling of any Data Security Breach (as relevant under privacy laws applicable) in an expeditious and compliant manner
  4. Employer/Agency agrees that the responsibility for complying with a data subject /data principal request lies with the Party which holds/processes the Personal Data collected/shared
  5. Employer/Agency warrant and represent that the institution shall not disclose or transfer Personal Data obtained from the Company to any sub-processors without ensuring that adequate and equivalent safeguards to the Personal Data.
  6. Employer/Agency shall retain or process shared Personal Data for no longer than is necessary to carry out the agreed purposes.
  7. Employer/Agency shall act as an independent Data Controller in respect of shared personal data obtained from the Company once the data is collected by Employer/Agency and Employer/Agency shall be responsible for its secure use at all times.
1. Job listing (single)
1. TSPL shall place the information relating to vacancies in the Priority Vacancies & such other General sections on the website mytradeport.in or such other mirror or parallel site(s) or in allied publications as TSPL may deem fit and proper but such additional web hosting shall be without any extra cost to the subscriber / user.
  2. The insertion so displayed in the General section of mytradeport.in shall be for a fixed period (currently 30 days), which period is subject to change without notice. Every instance of refreshing and existing listing entitles user to and additional fixed period (currently 30 days) starting from the date on which the listing is refreshed and shall be counted as fresh posting.
  3. TSPL reserves its right to reject any insertion or information/data provided by the subscriber without assigning any reason either before uploading or after uploading the vacancy details, but in such an eventuality, any amount so paid for, may be refunded to the subscriber on a pro-rata basis at the sole discretion of TSPL.
  4. By posting/uploading a job posting on the website user confirm that user have obtained all licenses/permits as are necessary for recruitment and to indemnify TSPL against all claims, damages arising out of actions/claims that may be made in relation to the same.
  5. TSPL has the right to make all such modifications/editing of the vacancy details in order to fit its database.
  6. The Subscriber/Recruiter will provide up to a maximum of 2 email id's for vacancies posted on mytradeport.in in the General section to receive email notifications of applications, if any. The contact information given by the subscriber for all listing should be the same and the subscriber cannot give multiple contact information/data for the purpose of listing.
  7. All information intimated by the subscriber / recruiter and displayed by TSPL on mytradeport.in becomes public knowledge and TSPL may at its sole discretion include the vacancy intimated by a subscriber for display on mytradeport.in in any other media including the print media at no extra costs to the subscriber and TSPL shall not be held liable for usage/publicity of such information.
  8. TSPL offers no guarantee nor warranties that there would be a satisfactory response or any at all response once the job is put on display.
  9. TSPL shall in no way be held liable for any information received by the subscriber and it shall be the sole responsibility of the subscriber to check, authenticate and verify the information/response received at its own cost and expense.
  10. TSPL would not be held liable for any loss of data, technical or otherwise, information, particulars supplied by the subscriber, due the reasons beyond its control like corruption of data or delay or failure to perform as a result of any causes or conditions that are beyond TSPL's reasonable control including but not limited to strike, riots, civil unrest, Govt. policies, tampering of data by unauthorized persons like hackers, war and natural calamities.
  11. TSPL will commence providing services only upon receipt of amount/charges upfront either from the subscriber or from a third party on behalf of the subscriber.
  12. The subscriber/Recruiter shall be deemed to give an undertaking to TSPL that the jobs sought to be advertised on the General section of mytradeport.in are in existence, are genuine and that the subscriber / recruiter has the authority to advertise for such jobs.
  13. The subscriber/Recruiter must give an undertaking to TSPL that there will be no fee charged from any person who responds to jobs advertised on the General section of mytradeport.in for processing of applications / responses from such person.
  14. TSPL reserves its right to change the look, feel, design, prominence, depiction, classification of the General section of Mytradeport.in at any time without assigning any reason and without giving any notice.

15. The subscription is neither re-saleable nor transferable by the subscriber to any other person, corporate body, firm or individual. Usage from third party premises/networks without prior written permission of TSPL is not permitted.
16. The subscriber shall be assigned password (s) by TSPL to enable the subscriber to post vacancies on the site in agreed upon section(s), but the sole responsibility of the safe custody of the password shall be that of the subscriber and TSPL shall not be responsible for data loss/theft of data/corruption of data or the wrong usage/misuse of the password and any damage or leak of information and its consequential usage by a third party. TSPL undertakes to take all reasonable precautions at its end to ensure that there is no leakage/misuse of the password granted to the subscriber.
17. The User of these services does not claim any copyright or other Intellectual Property Right over the data uploaded by him/her on the website

## 2. Subscriptions for various period

1. TSPL shall place the information relating to vacancies in the Priority Vacancies & such other sections on the website mytradeport.in or such other mirror or parallel site(s) or in allied publications as TSPL may deem fit and proper but such additional web hosting shall be without any extra cost to the subscriber / user.
2. Each insertion so displayed in the General section of Mytradeport.in shall be for a fixed period (currently 30 days), which period is subject to change without notice. Every instance of refreshing and existing listing entitles you to an additional fixed period (currently 30 days) starting from the date on which the listing is refreshed and shall be counted as a fresh posting.
3. TSPL reserves its right to reject any insertion or information/data provided by the subscriber without assigning any reason either before uploading or after uploading the vacancy details, but in such an eventuality, any amount so paid for, may be refunded to the subscriber on a pro-rata basis at the sole discretion of TSPL.
4. By posting/uploading a job posting on the website you confirm that you have obtained all licenses/permits as are necessary for recruitment and to indemnify TSPL against all claims, damages arising out of actions/claims that may be made in relation to the same.
5. TSPL has the right to make all such modifications/editing of the vacancy details in order to fit its database.
6. The Subscriber/Recruiter will provide up to a maximum of 2 email id's for vacancies posted on mytradeport.in in the General section to receive email notifications of applications, if any. The contact information given by the subscriber for all listing should be the same and the subscriber cannot give multiple contact information/data for the purpose of listing.
7. All information intimated by the client and displayed by TSPL on mytradeport.in becomes public knowledge and TSPL may at its sole discretion include the vacancy intimated by a client for display on mytradeport.in in any other media including the print media at no extra costs to the client and TSPL cannot be held liable for usage/publicity of such information.
8. TSPL offers no guarantee or warranties that there would be a satisfactory response or any response at all once the job is put on display.
9. TSPL shall in no way be held liable for any information received by the subscriber and it shall be the sole responsibility of the subscriber to check, authenticate and verify the information/response received at its own cost and expense.
10. TSPL would not be held liable for loss of any data whether of technical nature or otherwise or all or any , information or particulars supplied by the customers due to the reasons beyond its control like corruption of data or delay or failure to perform as a result of any causes or conditions that are beyond TSPL's reasonable control including but not limited to strike, riots, civil unrest, Govt. policies, tampering of data by unauthorized persons like hackers, war and natural calamities.
11. TSPL will commence providing services only upon receipt of amount/charges upfront either from the subscriber or from a third party on behalf of the subscriber.
12. The subscriber/Recruiter shall give an undertaking to TSPL that the jobs sought to be advertised on the General section of Mytradeport.in are in existence, are genuine and that the subscriber has the authority to advertise the jobs
13. The subscriber/Recruiter must give an undertaking to TSPL that there will be no fee charged from any person who responds to jobs advertised on the General section of Mytradeport.in for processing of such person
14. TSPL reserves its right to change the look, feel, design, prominence, depiction, classification of the General section of Mytradeport.in at any time without assigning any reason and without giving any notice
15. The subscriber to this service shall be entitled to such number of listings during the period of subscription as may be agreed upon
16. The subscription is neither re-saleable nor transferable by the subscriber to any other person, corporate body, firm or individual
17. Only one office of one corporate entity / firm will be entitled to use this service and in case other offices of the same company/ associated companies, want to use the said service, then, they shall have to pay additional subscription charges for the service
18. The subscriber shall be assigned password (s) by TSPL to enable the subscriber to post vacancies on the site in agreed upon section(s), but the sole responsibility of the safe custody of the password shall be that of the subscriber and TSPL shall not be responsible for data loss/theft of data or corruption of data or the wrong usage/misuse of the password and any damage or leak of information and its

consequential usage by a third party. TSPL undertakes to take all reasonable precautions at its end to ensure that there is no leakage/misuse of the password granted to the subscriber

19. Only insertions with contact information registered with TSPL will be displayed on the site
20. The User of these services does not claim any copyright or other Intellectual Property Right over the data uploaded by him/her on the website.
21. All disputes arising out of the transactions between a user and TSPL will be resolved in accordance with the laws of India as applicable.

### 3. Priority Vacancies (single)

1. TSPL shall place the information relating to vacancies in the Priority Vacancies & such other sections on the website mytradeport.in or such other mirror or parallel site(s) or in allied publications as TSPL may deem fit and proper but such additional web hosting shall be without any extra cost to the subscriber / user.
2. Each insertion so displayed in the General and Priority vacancies and section of Mytradeport.in shall be for a fixed period (currently 30 days), which period is subject to change without notice. Every instance of refreshing and existing listing entitles you to an additional fixed period (currently 30 days) starting from the date on which the listing is refreshed and shall be counted as fresh posting.
3. The Subscriber / Recruiter can select up to a maximum of 2 email ids per job, out of unlimited email ids configured for the account, to receive email notifications of applications.
4. TSPL reserves its right to reject any insertion or information/data provided by the subscriber without assigning any reason either before uploading or after uploading the vacancy details, but in such an eventuality, any amount so paid for, may be refunded to the subscriber on a pro-rata basis at the sole discretion of TSPL.
5. By posting/uploading a job posting on the website you confirm that you have obtained all licenses/permits as are necessary for recruitment and to indemnify TSPL against all claims, damages arising out of actions/claims that may be made in relation to the same.
6. TSPL has the right to make all such modifications/editing of the vacancy details in order to fit its database.
7. All information intimated by the subscriber and displayed by TSPL on mytradeport.in becomes public knowledge and TSPL may at its sole discretion include the vacancy intimated by a client for display on mytradeport.in in any other media including the print media at no extra costs to the client and TSPL shall not be held liable for usage/publicity of such information / data.
8. TSPL offers no guarantee nor warranties that there would be a satisfactory response or any response at all once the job vacancy is put on display.
9. TSPL shall in no way be held liable for any information received by the subscriber and it shall be the sole responsibility of the subscriber to check, authenticate and verify the information/response received at its own cost and expense.
10. TSPL would not be held liable for any loss of data whether technical or otherwise or for loss of information or particulars supplied by the subscriber due to the reasons beyond its control like corruption of data or delay or failure to perform as a result of any causes or conditions that are beyond TSPL's reasonable control including but not limited to strike, riots, civil unrest, Govt. policies, tampering of data by unauthorized persons like hackers, war and natural calamities.
11. The subscriber/Recruiter shall give an undertaking to TSPL that the jobs sought to be advertised on the ' Priority Vacancies' and 'General' sections of mytradeport.in are in existence, genuine and the subscriber has the authority to advertise the said jobs vacancies.
12. TSPL will commence providing services only upon receipt of amount/charges upfront either from the subscriber or from a third party on behalf of the subscriber.
13. The subscriber/Recruiter must give an undertaking to TSPL that there will be no fee charged from any person who responds to jobs / vacancies advertised on the ' Priority Vacancy' and 'General' sections of Mytradeport.in for processing of such person.
14. TSPL reserves its right to change the look, feel, design, prominence, depiction, classification of the ' Priority Vacancies' and 'General' sections of Mytradeport.in at any time without assigning any reason and without giving any prior notice.
15. The subscription is neither re-saleable nor transferable by the subscriber to any other person, corporate body, firm or individual. Usage from third party premises/networks without prior written permission of TSPL is not permitted.
16. The subscriber shall be assigned password (s) by TSPL to enable the subscriber to post vacancies on mytradeport.in site in agreed upon section(s), but the sole responsibility of the safe custody of the password shall be that of the subscriber and TSPL shall not be responsible for data loss/theft of data/corruption of data or the wrong usage/misuse of the password and any damage or leak of information and its consequential usage by a third party. TSPL undertakes to take all reasonable precautions at its end to ensure that there is no leakage/misuse of the password granted to the subscriber
17. The User of these services does not claim any copyright or other Intellectual Property Right over the data uploaded by him/her on the website

### 4. Priority Vacancies Subscriptions

1. TSPL shall place the information relating to vacancies in the Priority Vacancies & such other General sections on the website mytradeport.in or such other mirror or parallel site(s) or in allied publications

as TSPL may deem fit and proper but such additional web hosting shall be without any extra cost to the subscriber / user.

2. Each insertion so displayed in the Priority vacancies and General vacancy section of the site mytradeport.in shall be for a fixed period (currently 30 days), which period is subject to change without prior notice.
3. The Subscriber / Recruiter can select up to a maximum of 2 email ids per job, out of unlimited email ids configured for the account, to receive email notifications of applications.
4. By posting/uploading a job posting on the website you confirm that you have obtained all licenses/permits as are necessary for recruitment and to indemnify TSPL against all claims, damages arising out of actions/claims that may be made in relation to the same.
5. TSPL has the right to make all such modifications/editing of the vacancy details in order to fit its database.
6. TSPL reserves its right to reject any insertion or information/data provided by the subscriber without assigning any reason either before uploading or after uploading the vacancy details, but in such an eventuality, any amount so paid for, may be refunded to the subscriber on a pro-rata basis at the sole discretion of TSPL.
7. All information intimated by the client and displayed by TSPL on mytradeport.in becomes public knowledge and TSPL may at its sole discretion include the vacancy intimated by a client for display on mytradeport.in in any other media including the print media at no extra costs to the client and TSPL cannot be held liable for usage/publicity of such information.
8. TSPL offers no guarantee nor warranties that there would be a satisfactory response or any response at all once the job vacancy is put on display.
9. TSPL shall in no way be held liable for any information received by the subscriber and it shall be the sole responsibility of the subscriber to check, authenticate and verify the information/response received at its own cost and expense.
10. TSPL would not be held liable for any loss of data technical or otherwise, information, particulars supplied by the customers due to reasons beyond its control like corruption of data or delay or failure to perform as a result of any causes or conditions that are beyond TSPL's reasonable control including but not limited to strike, riots, civil unrest, Govt. policies, tampering of data by unauthorized persons like hackers, war and natural calamities.
11. The subscriber/Recruiter shall give an undertaking to TSPL that the jobs sought to be advertised on the 'Priority Vacancies' and 'General' sections of mytradeport.in are in existence, genuine and the subscriber has the authority to advertise the jobs.
12. TSPL will commence providing the services only upon receipt of amount/charges upfront either from the subscriber or from a third party on behalf of the subscriber.
13. The subscriber/Recruiter must give an undertaking to TSPL that there will be no fee charged from any person who responds to jobs advertised on the 'Priority Vancancy' and 'General' sections of Mytradeport.in for processing of such person.
14. TSPL reserves its right to change the look, feel, design, prominence, depiction, classification of the General and/or Priority Vacancies section of Mytradeport.in at any time without assigning any reason and without giving any notice.
15. The subscriber to this service shall be entitled to such number of listings during the period of subscription as may be agreed upon.
16. This subscription is neither re-saleable nor transferable by the subscriber to any other person, corporate body, firm or individual.
17. The subscriber shall be assigned a password (s) by TSPL to enable the subscriber to post vacancies on the site in agreed upon section(s), but the sole responsibility of the safe custody of the password shall be that of the subscriber and TSPL shall not be responsible for data loss/theft of data/corruption of data or the wrong usage/misuse of the password and any damage or leak of information and its consequential usage by a third party. TSPL undertakes to take all reasonable precautions at its end to ensure that there is no leakage/misuse of the password granted to the subscriber.
18. The User of these services does not claim any copyright or other Intellectual Property Right over the data uploaded by him/her on the website

#### 5. Jobs Gallery

1. TSPL shall place the information relating to vacancies in the Priority Vacancies & such other General sections on the website mytradeport.in or such other mirror or parallel site(s) or in allied publications as TSPL may deem fit and proper but such additional web hosting shall be without any extra cost to the subscriber / user.
2. Each insertion so displayed in the General and Priority Vacancies section of mytradeport.in shall be for a fixed period (currently 30 days), which period is subject to change without notice.
3. The Subscriber/Recruiter will provide up to a maximum of 2 email id's for vacancies posted on mytradeport.in either in the General and Priority Vacancies section to collect response(s) if any. In the case of Priority Vacancies, these 2 email id's can be selected from out of the unlimited email id's that may be configured for the account. However in the case of a General listing, the contact information given by the subscriber for all listing should be the same and the subscriber cannot give multiple contact information/data for the purpose of listing.
4. TSPL reserves its right to reject any insertion or information/data provided by the subscriber without assigning any reason either before uploading or after uploading the vacancy details, but in such an

eventuality, any amount so paid for, may be refunded to the subscriber on a pro-rata basis at the sole discretion of TSPL.

5. By posting/uploading a job posting on the website you confirm that you have obtained all licenses/permits as are necessary for recruitment and to indemnify TSPL against all claims, damages arising out of actions/claims that may be made in relation to the same.
  6. TSPL has the right to make all such modifications/editing of the vacancy details in order to fit its database
  7. TSPL offers no guarantee nor warranties that there would be a satisfactory response or any response at all once the job vacancy is put on display.
  8. All information intimated by the client and displayed by TSPL on mytradeport.in becomes public knowledge and TSPL may at its sole discretion include the vacancy intimated by a client for display on mytradeport.in in any other media including the print media at no extra costs to the client and TSPL cannot be held liable for usage/publicity of such information.
  9. TSPL shall in no way be held liable for any information received by the subscriber and it shall be the sole responsibility of the subscriber to check, authenticate and verify the information/response received at its own cost and expense.
  10. TSPL would not be held liable for any loss of data technical or otherwise, information, particulars supplied by the customers due to the reasons beyond its control like corruption of data or delay or failure to perform as a result of any causes or conditions that are beyond TSPL's reasonable control including but not limited to strike, riots, civil unrest, Govt. policies, tampering of data by unauthorized persons like hackers, war and natural calamities.
  11. The subscriber/Recruiter shall give an undertaking to TSPL that the jobs sought to be advertised on the 'Job Gallery' `Priority Vacancies' and `General' sections of mytradeport.in are in existence, genuine and the subscriber has the authority to advertise the jobs.
  12. TSPL will commence providing the services only upon receipt of amount/charges upfront either from the subscriber or from a third party on behalf of the subscriber.
  13. The subscriber/Recruiter must give an undertaking to TSPL that there will be no fee charged from any person who responds to jobs advertised on the 'Job Gallery' 'Priority Vacancy' and 'General' sections of Mytradeport.in for processing of such person.
  14. TSPL reserves its right to change the look, feel, design, prominence, depiction, classification of any section of Mytradeport.in at any time without assigning any reason and without giving any notice.
  15. The subscriber to this service shall be entitled to such number of listings during the period of subscription as may be agreed upon.
  16. This subscription is neither re-saleable nor transferable by the subscriber to any other person, corporate body, firm or individual.
  17. This service entitles one company/entity alone to put up a Micro site within the domain of Mytradeport.in having a maximum size of 10 K during the validity period of subscription.
  18. The subscriber shall be assigned a password (s) by TSPL to enable the subscriber to post vacancies on the site in agreed upon section(s), but the sole responsibility of the safe custody of the password shall be that of the subscriber and TSPL shall not be responsible for data loss/theft of data/corruption of data or the wrong usage/misuse of the password and any damage or leak of information and its consequential usage by a third party. TSPL undertakes to take all reasonable precautions at its end to ensure that there is no leakage/misuse of the password granted to the subscriber.
  19. The User of these services does not claim any copyright or other Intellectual Property Right over the data uploaded by him/her on the website
6. Best Companies to Work
1. TSPL shall place the information relating to vacancies in the Priority Vacancies & such other General sections on the website mytradeport.in or such other mirror or parallel site(s) or in allied publications as TSPL may deem fit and proper but such additional web hosting shall be without any extra cost to the subscriber / user.
  2. Each insertion so displayed in the General Priority Vacancies and other section(s) of Mytradeport.in shall be for a fixed period (currently 30 days), which period is subject to change without notice
  3. The Subscriber/Recruiter will provide up to a maximum of 2 email id's for vacancies posted on mytradeport.in either in the General and Priority Vacancies section to collect response(s) if any. In the case of Priority Vacancies, these 2 email id's can be selected from out of the unlimited email id's that may be configured for the account. However in the case of a General listing, the contact information given by the subscriber for all listing should be the same and the subscriber cannot give multiple contact information/data for the purpose of listing.
  4. TSPL reserves its right to reject any insertion or information/data provided by the subscriber without assigning any reason either before uploading or after uploading the vacancy details, but in such an eventuality, any amount so paid for, may be refunded to the subscriber on a pro-rata basis at the sole discretion of TSPL
  5. By posting/uploading a job posting on the website you confirm that you have obtained all licenses/permits as are necessary for recruitment and to indemnify TSPL against all claims, damages arising out of actions/claims that may be made in relation to the same.
  6. TSPL has the right to make all such modifications/editing of the vacancy details in order to fit its database
  7. TSPL offers no guarantee nor warranties that there would be a satisfactory response or any response at all once the job vacancy is put on display

8. All information intimated by the client and displayed by TSPL on mytradeport.in becomes public knowledge and TSPL may at its sole discretion include the vacancy intimated by a client for display on mytradeport.in in any other media including the print media at no extra costs to the client and TSPL cannot be held liable for usage/publicity of such information
9. TSPL shall in no way be held liable for any information received by the subscriber and it shall be the sole responsibility of the subscriber to check, authenticate and verify the information/response received at its own cost and expense
10. The subscriber may also be offered other services, including use of the e-Apps, access to JobSeeker's Resume Database for the period of subscription and banners on a "run of the website" basis as agreed with TSPL
11. TSPL would not be held liable for any loss of data technical or otherwise, information, particulars supplied by the customers due to the reasons beyond its control like corruption of data or delay or failure to perform as a result of any causes or conditions that are beyond TSPL's reasonable control including but not limited to strike, riots, civil unrest, Govt. policies, tampering of data by unauthorized persons like hackers, war and natural calamities
12. TSPL will commence providing services only upon receipt of amount/charges upfront either from the subscriber or from a third party on behalf of the subscriber
13. The subscriber/Recruiter shall give an undertaking to TSPL that the jobs sought to be advertised on the 'Best Companies to Work' 'Priority Vacancies' and 'General' sections of mytradeport.in are in existence, genuine and the subscriber has the authority to advertise the jobs.
14. The subscriber/Recruiter must give an undertaking to TSPL that there will be no fee charged from any person who responds to jobs advertised on the 'Best Companies to Work' 'Priority Vacancy' and 'General' sections of Mytradeport.in for processing of such person
15. TSPL reserves its right to change the look, feel, design, prominence, depiction, classification of any section of Mytradeport.in at any time without assigning any reason and without giving any notice
16. The subscriber to this service shall be entitled to such number of listings during the period of subscription as may be agreed upon
17. This subscription is neither re-saleable nor transferable by the subscriber to any other person, corporate body, firm or individual
18. This service entitles one company/entity alone to put up a Micro site within the domain of Mytradeport.in having a maximum size of 50 K during the validity period of subscription
19. The subscriber shall be assigned a password (s) by TSPL to enable the subscriber to post vacancies on the site in agreed upon section(s), but the sole responsibility of the safe custody of the password shall be that of the subscriber and TSPL shall not be responsible for data loss/theft of data/corruption of data or the wrong usage/misuse of the password and any damage or leak of information and its consequential usage by a third party. TSPL undertakes to take all reasonable precautions at its end to ensure that there is no leakage/misuse of the password granted to the subscriber.
20. The User of these services does not claim any copyright or other Intellectual Property Right over the data uploaded by him/her or on his behalf on the website

#### 7. Manual Shortlisting

1. TSPL agrees to provide the service to the subscriber only for the duration and the number of vacancies contracted for, to the best of its ability and TSPL shall in no way be held liable for any information received by the subscriber and it shall be the sole responsibility of the subscriber to check, authenticate and verify the information/response received at its own cost and expense.
2. TSPL will make best efforts to use the parameters provided by the subscriber to short list, but takes no responsibility for the accuracy of the short listing based on the parameters for selection as specified by the subscriber
3. TSPL would not be held liable for any loss of data technical or otherwise, information, particulars supplied by the customers due to the reasons beyond its control like corruption of data or delay or failure to perform as a result of any causes or conditions that are beyond TSPL's reasonable control including but not limited to strike, riots, civil unrest, Govt. policies, tampering of data by unauthorized persons like hackers, war and natural calamities
4. TSPL will commence providing services only upon receipt of amount/charges upfront either from the subscriber or from a third party on behalf of the subscriber. The payment for service once subscribed to by the subscriber is not refundable and any amount paid shall stand appropriated.
5. This subscription is neither re-saleable nor transferable by the subscriber to any other person, corporate body, firm or individual
6. The User of these services does not claim any copyright or other Intellectual Property Right over the data uploaded by him/her on the website
7. It is the responsibility of Job Seekers to verify the correctness and authenticity of the claims made by recruiters. We merely act as facilitators and do not as agents for any recruiter.
8. Payments to recruiters are not advised and shall be at your own risk.

#### 8. Display of Banners

1. TSPL agrees to provide the service to the subscriber only for the duration or the number of impressions contracted for, to the best of its ability.
2. TSPL will display the banners on all the relevant/specified sections of the site on a rotation basis
3. TSPL reserves its right to reject any insertion or information/data provided by the subscriber without assigning any reason, but in such an eventuality, any amount so paid for, may be refunded to the subscriber on a pro-rata basis at the sole discretion of TSPL



4. TSPL offers no guarantee nor warranties that there would be a satisfactory response or any response at all once the banners are put on display
5. TSPL would not be held liable for any loss of data technical or otherwise, information, particulars supplied by the customers due to the reasons beyond its control like corruption of data or delay or failure to perform as a result of any causes or conditions that are beyond TSPL's reasonable control including but not limited to strike, riots, civil unrest, Govt. policies, tampering of data by unauthorized persons like hackers, war and natural calamities
6. TSPL will commence providing services only upon receipt of amount/charges upfront either from the subscriber or from a third party on behalf of the subscriber
7. This subscription is neither re-saleable nor transferable by the subscriber to any other person, corporate body, firm or individual
8. The subscriber/Recruiter/Advertiser must give an undertaking to TSPL that there will be no fee charged from any person who responds to jobs advertised on mytradeport.in for processing of applications / responses from such person
9. The User of these services does not claim any copyright, Trade Mark or other Intellectual Property Right over the data uploaded by him/her on the website. The Banners displayed on myjobport.in shall be prepared as per the instructions received from the users, TSPL shall not be responsible for the users misappropriation of the Trade Mark/ Copyright or any other Intellectual Property Right sought to be passed as that of the user.

#### 9. m-Apps

1. TSPL agrees to provide the service to the subscriber only for the duration contracted for to the best of its ability.
2. TSPL reserves its right to suspend/terminate the services contracted for by the subscriber either prior to or during the contracted period without assigning any reason. In such an eventuality, any amount so paid for by the subscriber for this service, may be refunded by TSPL to the subscriber at the discretion of TSPL.
3. TSPL offers no guarantee nor warranties that there would be a satisfactory response or any response at all subscriber for applications received using the e-Apps software
4. TSPL shall in no way be held liable for any information received by the subscriber and it shall be the sole responsibility of the subscriber to check, authenticate and verify the information/response received at its own cost and expense
5. TSPL would not be held liable for any loss of data technical or otherwise, information, particulars supplied by the customers due to the reasons beyond its control like corruption of data or delay or failure to perform as a result of any causes or conditions that are beyond TSPL's reasonable control including but not limited to strike, riots, civil unrest, Govt. policies, tampering of data by unauthorized persons like hackers, war and natural calamities
6. TSPL will commence providing services only upon receipt of amount/charges upfront either from the subscriber or from a third party on behalf of the subscriber
7. The subscriber/Recruiter shall give an undertaking to TSPL that the jobs sought to be advertised on the mytradeport.in are in existence, genuine and the subscriber has the authority to recruit /advertise for such vacancies
8. TSPL reserves its right to change the look, feel, design, prominence, depiction, classification of any section of Mytradeport.in at any time without assigning any reason and without giving any notice
9. The subscriber/Recruiter must give an undertaking to TSPL that there will be no fee charged from any person who responds to jobs advertised on mytradeport.in for processing of such person
10. Applications against jobs listed on Mytradeport.in (Priority Vacancy / General) Jobs will be available for a period of 90 days post the date on which an application in response to the job listing was received. Application shall be deleted post this period and TSPL shall not be liable for restoring the said data. This period may be extended in case the Subscriber opts for appropriate higher variants.
11. This subscription is neither re-saleable nor transferable by the subscriber to any other person, corporate body, firm or individual
12. The subscriber shall be assigned a password (s) by TSPL to enable the subscriber to access all the information received through the software, but the sole responsibility of the safe custody of the password shall be that of the subscriber and TSPL shall not be responsible for data loss/theft of data/corruption of data or the wrong usage/misuse of the password and any damage or leak of information and its consequential usage by a third party. TSPL undertakes to take all reasonable precautions at its end to ensure that there is no leakage/misuse of the password granted to the subscriber
13. The User of these services does not claim any copyright or other Intellectual Property Right over the data uploaded by him/her on the website

#### 10. Jobseeker's Resume Database (JRD)

1. TSPL agrees to provide the service to the subscriber only for the duration contracted for to the best of its ability
2. TSPL reserves its right to suspend/terminate the services contracted for by the subscriber either prior to or during the contracted period without assigning any reason. In such an eventuality, any amount so paid for by the subscriber for this service, may be refunded by TSPL at a pro-rata basis to the subscriber at its discretion. 2A. The subscriber shall be entitled to 1 user name / password to access the JRD service alone and additional user names / passwords may be provided by TSPL on such terms and conditions as may be mutually agreed upon.

3. TSPL offers no guarantee nor warranties that there would be a satisfactory response or any response at all subscriber for applications received using the JRD software.
4. TSPL shall in no way be held liable for any information received by the subscriber and it shall be the sole responsibility of the subscriber to check, authenticate and verify the information/response received at its own cost and expense.
5. Any actions taken by an employer/recruiter on the basis of the background check report or otherwise, is the employer's/recruiter's responsibility alone and TSPL will not be liable in any manner for the consequences of such action taken by the user
6. TSPL would not be held liable for any loss of data technical or otherwise, information, particulars supplied by the customers due to the reasons beyond its control like corruption of data or delay or failure to perform as a result of any causes or conditions that are beyond TSPL's reasonable control including but not limited to strike, riots, civil unrest, Govt. policies, tampering of data by unauthorized persons like hackers, war and natural calamities.
7. Only the activities performed in last 365 days on a profile mapped to a JRD Requirement will be retained. The older activities shall be automatically deleted. For the purposes of this clause, JRD Requirements includes, but is not limited to activities including profile viewed, called, emailed, and added to folder.
8. TSPL will commence providing services only upon receipt of amount/charges upfront either from the subscriber or from a third party on behalf of the subscriber.
9. The subscriber/Recruiter
  - i. shall give an undertaking to TSPL that the jobs sought to be filled through mytradeport.in are in existence, genuine and the subscriber has the authority to recruit /advertise for such vacancies. Also the subscriber undertakes that the database will be used to contact candidates for jobs only
  - ii. shall ensure compliance with all applicable laws for the protection of the personal details of the users whose profiles are accessed by them through Mytradeport.in including but not limited to compliance the Telecom Commercial Communications Customer Preference Regulations, 2010 as also rules, regulations, guidelines, bye laws and notifications made there under, while accessing or feeding any resume/ insertion or information/data into the computers, computer systems or computer networks of TSPL.
10. TSPL reserves its right to change the look, feel, design, prominence, depiction, classification of any section of Mytradeport.in at any time without assigning any reason and without giving any notice.
11. The subscriber/Recruiter must give an undertaking to TSPL that there will be no fee charged from any person who is contacted through JRD for processing of such person.
12. This subscription is neither re-saleable nor transferable by the subscriber to any other person, corporate body, firm or individual concern
13. The subscriber shall be assigned a password (s) by TSPL to enable the subscriber to access all the information received through the software, but the sole responsibility of the safe custody of the password shall be that of the subscriber and TSPL shall not be responsible for data loss/theft of data/corruption of data or the wrong usage/misuse of the password and any damage or leak of information and its consequential usage by a third party. TSPL undertakes to take all reasonable precautions at its end to ensure that there is no leakage/misuse of the password granted to the subscriber.
14. The information on TSPL is for use by its subscribers alone and does not authorize the subscriber to download and use the data for commercial purposes. In case anyone is found to be in violation of this then TSPL at its discretion may suspend its service/subscription and also may take such action as it may be advised
15. The subscriber shall not use / circulate / forward a person's resume hosted on the Myjobport Network / Resumes to his / her current employer as mentioned by the person in his / her resume
16. The User of these services does not claim any copyright or other Intellectual Property Right over the data uploaded by him or on his behalf on the website or supplied to TSPL.
17. JRD Quota/CV access policy is as mentioned below:-
  - i. Single CV Access (1 CV quota) will get utilized for the following actions -
    - a. Viewing a CV
    - b. Clicking on "View Phone Number"
    - c. Forwarding a profile
    - d. Messaging a candidate
    - e. Exporting a CV to m-Apps/JRMS\*\*
  - ii. Double CV Access (2 CV quota) will get utilized for the following actions -
    - a. Downloading a CV in Excel Format\*\*
18. Repeated access (view/download/Click2View) of a CV, however, will not be counted again within a period of 90 days from the date of first access of a particular CV.
19. CV Access quota is debited at account level. i.e. a CV accessed by two or more sub-users under the same account will be counted only once.
20. This also includes different profiles under one resume, i.e. if different profiles under the same user name is accessed, it will still be counted a 1 access (for 90 days from the date of first access).
21. Export to m-Apps/JRMS will consume 1 CV Access Quota and profiles downloaded in excel format in JRD or taken out from RMS in bulk will consume 2 CV Access quota. Single CV Download from CV detail page will not consume any additional download quota.\*\*
22. In case, 1 CV Access quota has been utilized for a CV (due to CV View / Click2View), then only 1 additional CV Access quota will be utilized if the user downloads CV within a period of 90 days from the date of first access of a particular CV.

23. In case, 1 CV Access quota has been utilized for a CV (due to CV View / Click2View), no additional CV Quota will be utilized if the CV is exported to m-Apps/ RMS within a period of 90 days from the date of first access of a particular CV.
24. Transfer of CVs from JRD to e-Apps / RMS is supported for e-Apps Pro, RMS Consultant lite, RMS Consultant, RMS Consultant Plus, RMS Pro, RMS Pro Plus, RMS Enterprise only.
25. Customers using JRD through Myjobport.in will consume Double CV Access (2 CV Quota) on
  - i. Single CV download from CV detail page
  - ii. Adding a candidate to a job in Myjobport.in
26. Using the send email feature, a subscriber/recruiter can send a job intimation to the jobseekers by consuming email quota.

## **ANTI SPAM POLICY**

The use and access to JRD database is subject to this policy. The services provided to you are aimed at providing recruitment solutions and should be restricted to contacting suitable candidates for genuine jobs in existence.

Mailing practices such as transmitting marketing and promotional mailers/ Offensive messages/ messages with misleading subject lines in order to intentionally obfuscate the original message, are strictly prohibited.

We reserve the right to terminate services, without prior notice, to the originator of Spam. No refund shall be admissible under such circumstances.

Following is an illustrative (not exhaustive) list of the kinds of messages which can be General as spam:

1. Unsolicited Bulk Messages/Unsolicited Commercial Communications.
2. Voice Calls/SMS to telephone numbers registered on the National Consumer Preference Register.
3. Non Job related mails.
4. Messages with misleading subject lines.
5. Blank Messages.
6. Extra ordinary High Number of mails.
7. Mails soliciting payments.
8. Misleading/Fraudulent mails.

Users agree to indemnify and hold harmless TSPL (India) Limited from any damages or claims arising out of usage of their JRD accounts for transmitting spam

Users are advised to change their passwords frequently in order to reduce the possibility of misuse of their accounts.

To seek more information and to report Spam. Please mail us at: [support@myjobport.in](mailto:support@myjobport.in)

### **11. Just Hire**

1. SMS packs once bought will have minimum validity for a period of 3 months but cannot be refunded or exchanged for any other mytradeport.in products.
2. SMS packs will not be clubbed with any other mytradeport.in products.
3. Just recruit (from JRD\*) can only be used as long as recruiter has a live subscription to the JRD. Incase subscription to JRD\* has expired then recruiter will not be able to send SMS until JRD is renewed (even if the recruiter has balance SMSes).
4. However SMSes not used will remain with the recruiter and the recruiter can use the same once he renews the JRD\*.
5. In Just recruit, recruiters can sms only those candidates on that search page that show up post conducting search.
6. A minimum of 1000 sms need to be purchased in one go and thereafter in multiples thereof.
7. Recruiters at all times should try and ensure that SMSes are being sent to relevant candidates to get maximum response.
8. TSPL reserves the right to scan all content being sent out on sms and block SMSes if necessary if content of the SMS is deemed as spam or any non-recruitment content whatsoever.
9. TSPL reserves the right to regulate number of SMSes sent out to a particular profile on a particular day (this is to safeguard consumer interests in case consumer is getting spammed by some recruiter)
10. While TSPL will try its utmost best to try and deliver all SMS sent out, it does not take any responsibility for SMSes not delivered (which may be on account of phones being out of order, operator network problems, sims not being used anymore etcâ.). It does take the responsibility of the SMSes leaving its vendor sms gateway.
11. TSPL reserves the right to change, withdraw, terminate the scope and scale of service at any point of time, without any reason whatsoever.
12. SMSes being sent out after 7 in the night will cue up in the TSPL system and will be delivered to candidates after 8 in the morning (this is in keeping with telecom regulations)
13. The service is available across all operators in India only.
14. This subscription is neither re-saleable nor transferable by the subscriber to any other person, corporate body, firm or individual concern. Usage from third party premises/networks without prior written permission of TSPL is not permitted.

15. \* For candidates who will reply to these SMSes, VAS rates as levied by their respective operator would be applicable. For further details please contact your respective mobile operator.

12. Recruiter/Employer

1. The Recruiter/Employer profile may be updated/edited etc. by the user alone. 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, libellous, vulgar, obscene, or racially, ethnically, or otherwise objectionable.
2. Uploading of multiple profiles by the same recruiter using the same or different accounts shall entitle TSPL to remove the profiles without notice to the subscriber.
3. TSPL reserves its right to reject and delete any profile or information/data fed in by the user without assigning any reason.
4. The sole responsibility of the safe custody of the log in details shall be that of the user and TSPL shall not be responsible for data loss/theft of data/corruption of data or the wrong usage/misuse of the password and any damage or leak of information and its consequential usage by a third party. TSPL undertakes to take all reasonable precautions at its end to ensure that there is no leakage/misuse of the password created by the user/recruiter.
5. TSPL shall in no way be held liable for any information received by the user and it shall be the sole responsibility of the user to check, authenticate and verify the information/response received at its own cost and expense.
6. The user represents that he/she is not a minor and is not under any legal or other disability which limits his/her ability to comply with these Terms or to install and use the services subscribed and purchased with minimal risk of harm to you or others.
7. All changes / modifications made by the user to the data / information shall be effected and will come into operation only after 24-48 hours of such changes / modifications being made.
8. On registration you agree:
  - a. to make your profile available for display in the public domain.
  - b. and understand that when you post a job on Mytradeport.in or trigger an email to a job seeker through JRD, a snapshot of your public profile on Recruiter/Employer may automatically get inserted into the posting/mail (existing or new job listing on Mytradeport.in).
  - c. that you have the requisite authority to upload the job listings that are posted through the profile created by you in this section of Mytradeport.in i.e. Recruiter/Employer.
  - d. and understand that TSPL may place the information relating to vacancies posted by me through my Recruiter/Employer account in the any of General sections on the website mytradeport.in or such other mirror or parallel site(s) or in allied publications as TSPL may deem fit and proper.

**Note:** The terms in this agreement may be changed by TSPL at any time. TSPL is free to offer its services to any client/prospective client without restriction.