

TERMS AND CONDITIONS

Updated as of Jun 01, 2023

Workfam Media Technologies Pvt Ltd, is a private limited company incorporated under the Companies Act, 1956 and having its registered office at No. 46/256, 1st floor, Alagirisamy Salai, K.K.Nagar, Chennai, Tamilnadu - 600078 (hereinafter referred to as the “**Company**”, “**YourTribe**”, “**we**”, “**us**”, “**our**” and terms of similar meaning). The Company owns and operates web-based applications including the website *www.yourtribe.io*, as a recruitment platform, connecting Employers and job seeking Candidates on the Platform, thereby (a) simplifying the hiring process for an Employer in identifying the most suitable Candidate and (b) helping Candidates in finding a suitable job opening.

These Terms and Conditions (“**Terms**”) govern your (hereinafter referred to as “**you**”, “**your**”, “**User**”, as applicable) access to and/or use of (either as a Candidate, Employer, visitor/viewer):

- (a) *www.yourtribe.io* including any sub-domains thereof (collectively, “**Site**”);
- (b) all related widgets, tools, applications, data, software, APIs, mobile, tablet and other smart device applications under the name of [**YourTribe**] (collectively, “**Application**”);
- (c) Services (*as defined herein below*);

provided by YourTribe from time to time.

The Site and the Application together are hereinafter collectively referred to as the “**Platform**”.

This document is an electronic record in terms of Information Technology Act, 2000 and rules there under as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000 (together with any statutory amendments or modifications thereof). This electronic record is generated by a computer system and does not require any physical or digital signatures.

PLEASE READ THESE TERMS CAREFULLY BEFORE USING THE PLATFORM. THESE TERMS CONSTITUTE A BINDING, LEGAL AGREEMENT BETWEEN YOU AND WORK FRONTIERS. IN ORDER TO USE THE PLATFORM AND/OR AVAIL OF THE SERVICES, YOU MUST AGREE TO THESE TERMS BY CLICKING ON THE ‘I AGREE’ BUTTON. IF YOU DO NOT AGREE WITH THESE TERMS IN THEIR ENTIRETY, YOU ARE NOT ENTITLED TO USE THE PLATFORM OR AVAIL THE SERVICES PROVIDED BY US.

1. PLATFORM AND SERVICES

1.1. The Platform operated and managed by YourTribe, is a web based platform/online portal to post and search employment opportunities, connecting Employers and employment seeking Candidates on the Platform, thereby simplifying the hiring process and helping employment seeking Candidates in finding a suitable job opportunity.

1.2. **For the purpose of these Terms,**

- (a) “**Candidates**” shall mean job seekers who are registering with the Platform and applying to a Recruitment Post (as defined below) as made available on the Platform;
- (b) “**Employer**” shall mean any existing or new client of the Company who is seeking to avail the Services (as defined below) of the Company including the uploading of Recruitment Posts by the Company on the Platform and validation of viable Candidates if required;

- (c) **“Employer Related Information”** shall mean all relevant information relating to the Recruitment Post including a brief on job introduction, job description, job benefits and other relevant details as may be sought by the Company/ Candidate from time to time and as made available on the Platform;
- (d) **“Recruitment Post”** shall mean job recruitment post that is provided by the Employer to the Company containing details regarding the necessary information regarding the job vacancy and is made available by the Company on its Platform from time to time; and
- (e) **“Validation/ Validating”** shall mean the process of validating a Candidate’s credentials including qualification, role expectation and compensation, willingness to relocate, vetting the resume/ curriculum vitae of a Candidate who applies for the Recruitment Post, conducting necessary background checks and gathering necessary references for the purpose of assessing the suitability of the Candidate for the Recruitment Post.

1.3. YourTribe shall provide the following services as part of the Platform:

For Employers:

- Registration of the Employer as a User on the Platform;
- Uploading Recruitment Posts on the Platform and conducting resume search;
- Access to the right fit of talent;
- Building a positive Employer branding;
- Increasing brand visibility among job seekers;
- Quick and speedy recruitment/ hiring process;
- Uploading Employer Relevant Information;
- Building a consistent recruitment story telling;
- Identifying Candidates who are the most suitable for the Recruitment Post;
- Validating and shortlisting Candidates based on their qualifications;
- Engaging with the suitable Candidates;
- Prepping Candidates to perform well during the interview;
- Connecting the Candidates and the Employer;
- Conducting virtual recruitment events;
- Collecting Feedback

For Candidates:

- Registration of Candidates as a User on the Platform
- Enabling quick job search
- On-going support from YourTribe
- Privacy & Security
- Providing Interview tips through the available FAQs
- Conducting Mock interviews and providing information relating to the most asked questions;
- Providing Employer Relevant Information for Recruitment Posts;
- Providing tips on resume building
- Courses and certification
- Conducting Webinars
- Video and Podcast shows of achievers from various walks of life
- Employee testimonials/ Reviews
- Salary insights
- Career transition coaching
- Boosting resume for more visibility

- Referral bonus

Any other services as YourTribe may deem fit.

(The Services listed above in this Clause 1.2 shall hereinafter be collectively referred to as “**Services**”).

- 1.4. We may, from time to time, release new features on the Platform, or introduce other Services. Any such additions/ amendments will be subject to these Terms as well as any additional terms and conditions that we may release for those specific Services or features.

2. **ACCEPTANCE AND GOVERNANCE OF TERMS**

- 2.1. You hereby expressly acknowledge and agree to be bound by these terms, policies and guidelines incorporated by reference in these Terms, including the Privacy Policy, as may be amended from time to time in the manner as set forth herein below.

- 2.2. You represent and warrant that:

- (a) You are at least 18 (Eighteen) years of age or;
- (b) You have the lawful authority and capacity to contract and be bound by these Terms;
- (c) If you are accepting these Terms on behalf of a company, limited liability partnership, trust or other legal entity, you have the authority to bind such entity to these Terms and, in such event, “You” and “Your” as used in these Terms shall refer to such entity; and
- (d) You will comply with all applicable laws and regulations.

- 2.3. These Terms are subject to change at any time without notice. To make sure you are aware of any changes, please review these Terms periodically. Continued use of the Platform or Services after any such changes shall constitute your consent to such changes.

- 2.4. These Terms are published in compliance with, and is governed by the provisions of applicable Indian laws, including but limited to:

- (a) the Indian Contract Act, 1872;
- (b) the Information Technology Act, 2000 and the rules, regulations, guidelines and clarifications framed there under, including the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Information) Rules, 2011; and
- (c) The Information Technology (Intermediaries Guidelines) Rules, 2011;

3. **MEMBERSHIP**

- 3.1. It is not mandatory to register to visit, access and use the Platform. However, access to the Services is only available to registered Users. You need to register and create a user account (“**Account**”) to avail the Services on the Platform by providing, your name/entity name (as applicable), email address, password and other details. By registering and creating Your Account on the Platform, You agree to:

- (a) provide accurate, current and complete information as may be prompted (“**Registration Data**”) and maintain and undertake to update the same in respect of any changes;
- (b) maintain the security of your password for the Account;
- (c) accept all risks of unauthorized access to the Registration Data and any other information you provide to us;
- (d) notify us immediately of any breach of security or any unauthorized use of your Account;
- (e) receive promotional communication and newsletters upon registration. You may opt out either by unsubscribing in “My Account” or by contacting the customer service;

- (f) not authorize, assign or otherwise transfer your Account to any other person or entity or to let them operate through the account created and in no event use another User's Account for any purpose or objective; and
 - (g) be responsible for all activity on your Account and to use and operate the same in accordance with applicable laws.
- 3.2. On registration, if you are a Candidate, you agree to: (i) Make your resume searchable to Employers who use the Platform. You may be contacted by Employers via email, telephone and/or post; and (ii) Receive job alert emails relating to a new Recruitment Post detailing jobs that match your profile as entered on the Platform. If you wish to make yourself non-searchable or remove yourself from receiving Recruitment Posts and/or job alert emails, you may change your settings in the Profile section of your Account. We recommend that you read the profile settings carefully and YourTribe will not be held responsible for contacts/emails received by you.
- 3.3. If you are an Employer, you agree to: (i) Make available all the Employer Related Information to the Candidates. You may be contacted by the Candidates via email, telephone and/or post; and (ii) Receive alert emails relating to a potential suitable Candidate that match the requirement of a Recruitment Post. If you wish to delete a Recruitment Post on account of the vacancy being filled or the requirement no longer being there, you agree and undertake to intimate us in writing within 72 hours of the same. YourTribe will not be held responsible for contacts/emails received by you from any candidates despite the vacancy being filled so long as YourTribe deletes the Recruitment Post within 48 hours from the receipt of your request to delete the Recruitment Post.
- 3.4. We reserve the right to disallow, cancel, remove or reassign certain usernames and permalinks in appropriate circumstances, as determined by us in our sole discretion, and may, with or without prior notice, suspend or terminate your Account, if activities occur on that Account which, in our sole discretion, would or might constitute a violation of these Terms including the Privacy Policy, or an infringement or violation of the rights of any third party, or of any applicable laws or regulations. We may at our sole discretion restore access to your Account, at any time, pursuant to any suspension.
- 3.5. You further agree and confirm that:
- (a) You will use the Platform and the Service provided by YourTribe, for lawful purposes only (including for the purpose of uploading Recruitment Posts for jobs that are legal) and comply with all applicable laws and regulations while using the Platform and availing the Services therein;
 - (b) You will provide authentic and true information (including details of qualifications and Personal Information with respect to the Candidate and Employer Related Information with respect to the Employer as applicable) in all instances where such information is requested of you. YourTribe reserves the right to confirm and validate the information and other details provided by you at any point of time. If upon confirmation your details are found not to be true (wholly or partly), it has the right in its sole discretion to reject the registration and debar you from using the Services and / or Platform without prior intimation whatsoever; Provided however that the Users agree that all information uploaded on the Platform shall be on an as is basis unless YourTribe expressly undertakes to Validate the information provided by the Candidates and YourTribe shall at no point of time be held liable either by the Employer or the Candidate for any errors/ misrepresentation of falsity of the information unless expressly agreed to otherwise by the parties;
 - (c) You authorise YourTribe to contact you for providing any of the Services as requested by you, related to your Account;
 - (d) you are accessing the Services available on this Platform and transacting at your sole risk and are using your best and prudent judgment before (i) applying for any Recruitment Post

as a Candidate or (ii) hiring any Candidate as an Employer or (iii) accepting any job offer received pursuant to use of the Services on the Platform. It is expressly agreed by the Candidate and the Employer that the YourTribe merely provides the Services on the Platform and shall not be held liable for any loss suffered by the Employer or the Candidate on account of the Employer or Candidate not meeting the standards of expectation, not keeping their respective promises, or for any misconduct on the part of the Employer/Candidate to the other counterpart.

4. **USE OF THE SERVICE**

- 4.1. Upon creation of your Account, you shall be entitled to avail the Services through the Platform. We shall provide the Services vide our employees, agents, contractors and/or representatives (“**Service Professionals**”), based on the requirements of the User.
- 4.2. **Promotional offers:** YourTribe may at its discretion run promotional offers on the Platform in respect of certain Services, subject to such terms and conditions as may be prescribed. All promotional offers shall be subject to the terms and conditions governing the same, as displayed on the Platform and/or communicated to you. The User hereby agrees and acknowledges that YourTribe shall have the sole discretion to run promotional offers, modify the terms and conditions governing the same and discontinue the promotional offers with no prior intimation to the User, at its sole discretion. The User shall have no right, claim or authority to dispute the continuance or discontinuance of promotional offers by YourTribe.

5. **PAYMENTS**

- 5.1. YourTribe will charge a fee as agreed with the Employer for providing Services to the Employer through the Platform. Such fee shall be non-refundable and exclusive of all applicable taxes, cess, levies, but shall be subject to withholding taxes. YourTribe will commence providing Services only upon receipt of the fees from the Employer and such Services shall be provided by YourTribe only for the duration contracted for, to the best of its ability. YourTribe reserves its right to suspend/terminate the Services contracted for by the User (Employer) either prior to or during the contracted period without assigning any reason. In such an eventuality, any amount so paid for by the User (Employer) for this Service, may be refunded by YourTribe on a pro-rata basis to the User (Employer) at its discretion.
- 5.2. The User agrees and acknowledges that YourTribe uses third-party payment processors (“**Payment Processors**”) for any payments made on the Platform. The processing of all payments will be subject to the terms, conditions and privacy policies of the Payment Processors in addition to these Terms. The User further agrees and acknowledges that neither YourTribe nor any of its directors, employees, shareholders or other representatives shall be liable to the User under any circumstances for any direct, indirect, punitive, incidental, special or consequential damages that result from or arise out of use of the Payment Processors.

6. **ACCESS AND USE**

- 6.1. YourTribe grants you a limited, personal, non-exclusive, non-transferrable and non-sub licensable right to use the Platform and Services, solely for your own personal, non-commercial use, subject to the Terms. Your access and use of the Platform and Services is subject to the following representations and warranties:
 - (a) You may only access the Platform or Services using authorized and lawful means;
 - (b) We shall not be liable for any failure or default to provide access to the Platform on account of any failure or delay by you to register with the Platform for such access or due to any other reasons whatsoever;

- (c) Any configuration or set up of the Devices for access to the Platform and the Services shall be your sole responsibility. “**Device**” means a device, usually electronic, that processes data according to a set of instructions, which may include but not restricted to workstations, personal computers, laptops, netbooks, personal digital assistants, tablets, and smartphones;
- (d) We collect, store, process and use your information in accordance with YourTribe ‘s Privacy Policy (“**Privacy Policy**”). By using the Platform and/ or by providing your Personal Information (*as defined in the Privacy Policy*), you consent to the collection and use of the information you disclose to us, in accordance with the Privacy Policy;
- (e) You will not take any action that interferes with, degrades or adversely affects YourTribe and/or the Services and/or the Platform;
- (f) You will not use the Platform in a manner (i) that is prohibited by any law or regulation, or facilitates the violation of any law or regulation; or (ii) will disrupt a third parties’ similar use; (iii) violate or tamper with the security of the Platform;
- (g) You will not use the Platform, or any portion thereof, to transmit, publish, post, upload, distribute or disseminate any inappropriate, harassing, abusive, defamatory, libellous, obscene, illegal or deceptive content or to sell or promote any products on the Platform;
- (h) You will ensure that the Platform is not used to upload, post, transmit, or otherwise make available any content (*irrespective as to whether the content is relating to the Recruitment Post, Employer Related Information or any Personal Information*) that contains a virus or any other form of malicious code or data that is likely or intended to have an adverse impact on, or provide unauthorized access to, the Platform or any other software, hardware, services or data;
- (i) You shall not use any automated system, including but not limited to, “robots”, “spiders”, “offline readers”, “scrapers”, etc., to access the Platform;
- (j) You will not attempt to gain unauthorised access to any accounts, Service Professionals’ information, computer systems or networks connected to the Platform, including but not limited to, names, addresses, phone numbers, or email addresses, copying copyrighted text, through hacking, or any other means, or obtain or attempt to obtain any materials or information through any means not intentionally made available to you;
- (k) You will not use, misuse or misappropriate the Platform to develop, or to assist anyone in developing a competitive platform, service or for other competitive purposes;
- (l) You will not copy, distribute, or make derivative works of the Platform or any content in the Platform (*including whether it is relating to a Recruitment Post, Employer Related Information or otherwise*) in any medium;
- (m) You shall not recruit, solicit, or contact in any form the Service Professionals for employment or contracting for a business not affiliated with YourTribe;
- (n) You shall not post any profile/resume/ Recruitment Post or apply for any job on behalf of another party;
- (o) You shall not intentionally submit on the Platform any incomplete, inaccurate or false information;

- (p) You shall be solely responsible for (i) procuring and maintaining your network connections and telecommunications links from your systems to YourTribe' data centres, and (ii) all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to your network connections or telecommunications links or caused by the internet; and
- (q) You acknowledge that from time to time, YourTribe may apply Upgrades (*hereinafter defined*) to the Platform, and that such Upgrades may result in changes to the appearance and/or functionality of Platform. You may be required to install certain Upgrades or updates to the software in order to continue to access or use the Platform, or portions thereof. **“Upgrades”** means new versions of, and updates to, Platform whether for the purpose of fixing an error, bug or other issue in the Platform or enhancing the functionality of Platform.

6.2. In addition to the aforementioned representations and warranties, Users who are using the Platform as an Employer to avail the job posting/resume search Services shall be subject to the following additional undertakings, representations and warranties:

- (a) Any actions taken by an Employer on the basis of the background check report/ Validation or otherwise, is the Employer's responsibility alone and YourTribe will not be liable in any manner for the consequences of such action taken by the Employer;
- (b) The Employer undertakes that the jobs sought in the Recruitment Post to be filled through YourTribe are genuine and in existence at the organizations for which the Recruitment Posts have been posted;
- (c) The Employer agree that the Platform is merely a forum wherein (i) the Recruitment Posts are being made available and (ii) Candidates and Employers are connected. Neither the Company, Platform or the availing of the Services guarantees the Employer of a chance of successful recruitment of a Candidate and the Employer shall not hold the Company, its directors, shareholders or affiliates responsible for the same.
- (d) The Employer shall not further disclose any of the data from YourTribe' database to any third party, without our prior written approval;
- (e) The Employer shall not use the database for any purpose other than seeking employees;
- (f) The Employer shall not source Candidates or resume holders solely procured through the Platform in regard to recruitment services for third parties, career fairs or business opportunities;
- (g) The Employer undertakes that the Employer Related Information provided by the Employer depict the true and fair presentation/view of the Employer's organisation and the job sought through the Recruitment Post;
- (h) The Employer agrees that all Candidates who are able to view the Recruitment Post will also be able to view the Employer Related Information and neither YourTribe, its directors, shareholders or affiliates shall be liable for any the leak of the said information by the Candidates to third parties; and
- (i) The Employer shall not charge a fee from any person who is contacted through YourTribe for processing employment of such person.

- 6.3. In addition to the aforementioned representations and warranties, contained in 6.1 above Users who are using the Platform as Candidates shall be subject to the following additional undertakings, representations and warranties:
- (a) Candidates agree that the Platform is merely a forum wherein (i) the Recruitment Posts are being made available and (ii) Candidates and Employers are connected. Neither the Company, Platform or the availing of the Services guarantees the Candidates of a chance of recruitment by an Employer and the Candidate shall not hold the Company, its directors, shareholders or affiliates responsible for the same.
 - (b) Candidates agree that while they apply for a Recruitment Post, they are genuinely interested in the said job and are not applying the same merely to know more information regarding the Employer; and
 - (c) Candidates agree that they shall not misuse any information (including Employer Relevant Information) and shall use it for the sole purpose of evaluating job opportunities. Candidates agree that the Company shall not be liable on their behalf to an Employer if the Employer is found to be misusing the information.

7. **FEEDBACK**

- 7.1. As a visitor/user of the Platform, you agree to use careful, prudent, and good judgment when leaving feedback for other Users of the Platform. In the event the feedback violates these Terms, is inappropriate or violates propriety or privacy of another user, YourTribe, in its sole discretion, may take any of the following actions: (i) delete your feedback or any of your postings; (ii) limit your Account privileges; (iii) suspend your Account; and (iv) report to law enforcement authorities any actions that may be illegal, and any reports it receives of such conduct. When legally required or at the YourTribe's discretion, YourTribe will cooperate with law enforcement agencies in any investigation of alleged illegal activity on this Platform.
- 7.2. **Reporting inappropriate use of feedback:** You may contact YourTribe regarding any inappropriate use of feedback via-email to the Grievance Redressal Officer (*details of which are provided below*).
- 7.3. YourTribe does not and cannot review every posting made on the Platform. These Terms do not require YourTribe to monitor, police or remove any postings or other information submitted by you or any other user and YourTribe shall not be responsible for any ensuing liability.

8. **INTELLECTUAL PROPERTY RIGHTS**

- 8.1. YourTribe and its licensors, as the case may be expressly reserve all the intellectual property rights in all text, programs, products, processes, technology, content and other materials apart from Employer Related Information and Personal Information, which appear on this Platform including the trademarks, logos and service marks displayed on the Platform ("**Marks**"). You hereby acknowledge that any and all of the intellectual property rights (including but not limited to all copyright, patent, Marks, etc.) and other proprietary rights in and in relation to the Platform including without limitation any derivatives, improvements or modifications which ownership is directly attributable to YourTribe or its licensors as the case maybe (expressly excluding any information which belongs to a User or other third party) and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Platform or the Services shall vest wholly completely and fully with YourTribe or its licensors throughout the territory of the world and you shall have no right or claim to such intellectual property in any manner whatsoever. All rights, including copyright, in this Platform are owned by YourTribe. Any use of this Platform or its contents, including copying or storing it or them in whole or part, other than for your own personal, non-commercial use is

prohibited without the permission of YourTribe. You may not modify, distribute or re-post anything on this Platform for any purpose. All software used on this Platform is the property of YourTribe or its licensors and protected by Indian and international copyright laws.

- 8.2. All intellectual property relating to any Employer Related Information shall solely vest with the Employer.

9. **INDEMNIFICATION**

- 9.1. By accepting these Terms and using the Platform and/or availing the Services, you agree that you shall defend, indemnify and hold YourTribe, its directors, employees, shareholders, officers and other representatives harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) Misuse of your access to and use of the Platform and/or the Service and/or misuse of any information on the Platform (including Employer Relevant Information) ; (ii) any loss or injury to YourTribe' s representatives or Service Professionals resulting from or attributable to your acts or omissions; (iii) your violation or breach of these Terms or any applicable law or regulation; (iv) Your violation of any rights of any third party including any intellectual property rights; or (vi) any and all third-party claims based upon (A) the content of any communications transmitted by you; and/or (B) transactions undertaken by you; through the Platform.

10. **DISCLAIMER OF WARRANTIES**

- 10.1. YourTribe hereby explicitly and specifically disclaims any and all representations, warranties or guarantees in respect of the Platform and/or the Services, whether written, oral, expressed or implied including, without limiting the generality of the foregoing, any warranty of merchantability, quality or fitness for a particular purpose.
- 10.2. You acknowledge and undertake that you are accessing the Services on the Platform and transacting at your own risk and are using your best and prudent judgement before hiring a Candidate as an Employer or accepting employment from an Employer as a Candidate through the Platform.
- 10.3. YourTribe offers no guarantee nor warranties that there would be a satisfactory response or any response at all to Employer for Candidates or vice versa displayed on YourTribe.
- 10.4. YourTribe shall in no way be held liable for any information received by the Employer and it shall be the sole responsibility of the Employer to check, authenticate and verify the information/response received at its own cost and expense except in the event that it expressly undertakes in writing to Validate a Candidate.

YourTribe shall in no way be held liable for any Employer Relevant Information or Recruitment Post uploaded on the Platform and it shall be the sole responsibility of the Candidate to check, authenticate and verify the information/response received at its own cost and expense.

- 10.5. The Platform is provided strictly on an "as is" basis. Notwithstanding anything contained in these Terms, YourTribe does not warrant that any Platform: (i) will perform error-free or uninterrupted, or that YourTribe will correct all or any errors or defects (ii) will operate in combination with the Devices, or with any other hardware, software, systems or data not provided by YourTribe, (iii) will meet the User's requirements, specifications or expectations or that the Services will be available at any particular time or location, uninterrupted or secure.
- 10.6. YourTribe reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Platform and/ or the Services (*or any part thereof*) with or

without notice and in its sole discretion. You agree that YourTribe shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Platform or the Services.

- 10.7. YourTribe shall not be liable to You for any delay or failure in performance of the Services arising out of a cause beyond its control and without its fault or negligence. Such causes may include, but are not limited to fires, floods, earthquakes, strikes, unavailability of necessary utilities, blackouts, acts of God, acts of declared or undeclared war or acts of regulatory or governmental agencies.
- 10.8. The User acknowledges that YourTribe does not control the transfer of data over the communications facilities, including the internet, and that any Platform may be subject to limitations, delays, and other problems inherent in the use of such communications facilities. YourTribe shall not be responsible for any (i) delays, delivery failures, or other damages as a result; (ii) issues related to the performance, operation or security of any Platform that arise from the User's content or third party content.
- 10.9. YourTribe does not make any representation or warranty regarding the reliability, accuracy, completeness, correctness, or usefulness of third party content, and disclaims all liabilities arising from or related to third party content.
- 10.10. We are not responsible for disputes, claims, losses, injuries, or damage of any kind that might arise out of or relate to conduct of the Users and the Third Party Sites, including, but not limited to, any User's reliance upon any information provided therein. The Third Party Sites and us are independent contractors and neither party has authority to make any representations, warranties or commitments on behalf of the other.
- 10.11. You agree and understand that you shall be responsible for ensuring compliance with the terms of use, guidelines, operating rules and policies of Third Party Sites. Further under no circumstances shall YourTribe be liable to you or the Third Party Sites for the services provided by such Third Party Sites to you. In the event of any conflict between these Terms and any of the terms, conditions and notices contained in any Third Party Sites, the contents of these Terms shall prevail.
- 10.12. We are not responsible for the content, accuracy or opinions expressed in any Third Party Sites, and such Third Party Sites are not investigated, monitored or checked for accuracy or completeness by us. Inclusion of any linked Third Party Sites on Our Platform does not imply approval or endorsement of the Third Party Sites by us.
- 10.13. We reserve the right to modify or remove any Recruitment Post, Employer Related Information or content from the Platform, which in our reasonable opinion and discretion, does not comply with the above Terms, or if any content is posted that we believe is not in our best interest.

11. **LIMITATION OF LIABILITY**

- 11.1. In no event shall YourTribe or anyone else involved in administering, distributing or providing the Platform and/or Services be liable for any direct, special, exemplary, consequential, incidental, punitive or indirect damages including without limitation damages for loss of profits, goodwill, use, data or other intangible losses, that results from the use of, or inability to use the Platform and/or Services. YourTribe or anyone else involved in administering, distributing or providing the Platform and/or Services further explicitly disclaim any and all liability for any the following:
 - (a) errors, mistakes or inaccuracies of the content displayed on the Platform;
 - (b) personal injury or property damage of any nature whatsoever, resulting from our Services or for any alleged or actual damages or loss of valuables at the location;
 - (c) the acts or omissions of our representatives performing Services on our behalf;

- (d) any failure or delay in the Services;
- (e) any content uploaded on the Platform (including the Recruitment Post and/or Employee Related Information);
- (f) any loss or damage arising out of your failure to adhere to your obligations under the Terms.
- (g) user content or the defamatory, offensive, or illegal conduct of any third party;
- (h) viruses, computer viruses or other harmful, disabling computer code, computer instructions, circuitry or other technological means whose purpose is to disrupt, damage or interfere with any computer and communications facilities or equipment (“**Harmful Code**”) that may be transferred to your Devices when accessing the Platform. By way of clarification, Harmful Code shall include, without limitation, any code containing viruses, Trojan horses, worms or like destructive code or code that was intentionally written to self-replicate. You are advised to obtain and use appropriate anti-virus and security software and to take all other appropriate measures to safeguard the integrity of your Devices.

11.2. YOU ACKNOWLEDGE AND AGREE THAT THE ENTIRE RISK ARISING OUT OF (I) YOUR USE OF THE PLATFORM; AND/OR (II) AVAILING ANY SERVICES, REMAINS SOLELY WITH YOU.

11.3. In no event shall YourTribe or anyone else involved in administering, distributing or providing the Platform and/or Services be liable to you for any claims, proceedings, liabilities, obligations, damages, losses or costs for an amount exceeding the money charged by YourTribe from the User under which such liability has arisen and been established.

12. TERMINATION

12.1. These Terms will continue to apply until terminated by either you or us as set forth below.

12.2. **Termination by You:** If You wish not to be bound by these Terms, you may terminate your relationship with us by (i) not accessing the Platform; and/or (ii) deleting Your Accounts (*if any*).

12.3. **Termination by Us:** YourTribe may at its discretion and at any time with or without notice, terminate or suspend the Terms, with or without cause if:

- (a) You breach any of the provisions of the Terms, the Privacy Policy or any other terms, conditions, or policies that may be applicable to you;
- (b) YourTribe is required to do so in accordance with law; or
- (c) YourTribe has elected to discontinue, with or without reason, access to the Platform and/or the Services (*or any part thereof*) either in general or specifically to you.

12.4. YourTribe shall not be liable to you or any third party for any such termination.

13. CONSEQUENCES OF TERMINATION

13.1. Once your Account has been terminated, any and all content will be irretrievably deleted by us, except to the extent that we are obliged to maintain or permitted to retain in accordance with law.

13.2. If you are an Employer, (i) all of your Recruitment Posts and Employer Related Information shall be removed within 72 hours from termination, (ii) you shall forthwith cease using any of our Marks for any reason whatsoever, and (iii) you agree that YourTribe shall not be liable to provide any transitional services for any pending Validation of Candidates;

13.3. If you are a Candidate, you will no longer be allowed to access your account.

13.4. The licences granted to you in terms of these Terms shall stand terminated effective immediately.

13.5. YourTribe, in its sole discretion, may initiate appropriate legal proceedings against you, if necessary.

13.6. Termination shall not affect your liability or obligations arising prior to such termination and any and all amounts and charges payable by you pursuant to access or use of the Platform and/or Services shall become immediately due and payable.

14. **GENERAL**

14.1. To the extent that anything in or associated with the Platform is in conflict or inconsistent with these Terms, these Terms shall take precedence and prevail. Our failure to enforce any provision of these Terms shall not be deemed a waiver of such provision nor of the right to enforce such provision. Our rights under these Terms shall survive any discontinuance of the access or use of the Platform and/or Services;

14.2. These Terms together with the Privacy Policy, any service agreement entered between you and YourTribe in relation to the Platform and any other specific terms as may be set forth in the Platform shall constitute the entire agreement between you and YourTribe; and

14.3. If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent under law.

15. **DISPUTE RESOLUTION AND GOVERNING LAW**

15.1. If there is a grievance or concern in respect of these Terms or the Services provided by YourTribe, you are requested to email us details of the same at growth@yourtribe.io. Any concern shall be sought to be addressed by YourTribe and in the event of any dispute, You and the YourTribe shall endeavour to amicably resolve the dispute.

15.2. These Terms shall be governed and construed under the laws of India and the courts of Chennai shall have exclusive jurisdiction.

16. **GRIEVANCE REDRESSAL MECHANISM**

16.1. YourTribe has constituted appropriate grievance redressal mechanism within the organization to resolve any grievances of the Users. YourTribe has designated an officer to redress the genuine grievances of the Users, the details of whom are stated herein below (**“Grievance Redressal Officer”**).

16.2. In the event of any clarifications/queries/complaints/grievances in respect of the Services and or the Platform provided by YourTribe, you shall first direct the same to the customer care center by phone at +91 984 000 2572 or by email at growth@yourtribe.io. In the event you are not satisfied with the assistance or response provided by our customer care, you shall then direct any such grievances pertaining to the Services and/or the use of the Platform, to the Grievance Redressal Officer of YourTribe who shall ensure that genuine grievances of the Users are redressed promptly. The Grievance Redressal Officer shall endeavor to acknowledge the receipt of any complaint within 48 (forty-eight) hours and redresses the complaint within 1 (one) month from the date of receipt of the complaint.

Details of the Grievance Redressal Officer:

Name: Deepak Subramanian

Designation: CEO

Email: ds@yourtribe.io

Phone: +91 984 000 2572

BY USING THE PLATFORM, AND/OR BY AVAILING THE SERVICES, YOU SIGNIFY THAT YOU HAVE READ AND UNDERSTOOD THE TERMS AND AGREE TO THESE TERMS, INCLUDING THE PRIVACY POLICY PROVIDED HEREIN. THESE TERMS CONSTITUTE A BINDING AND LEGAL AGREEMENT BETWEEN YOU AND YOURTRIBE. YOURTRIBE RESERVES THE RIGHT, AT ITS SOLE DISCRETION, TO CHANGE, MODIFY, ADD OR REMOVE PORTIONS OF THESE TERMS, AT ANY TIME. IT IS YOUR RESPONSIBILITY TO CHECK THESE TERMS PERIODICALLY FOR CHANGES. EVERY ACCESS BY YOU OF THE PLATFORM AND/OR AVAILMENT OF SERVICES IS DEEMED TO MEAN THAT YOU HAVE AGREED TO ACCEPT AND ADHERE TO THE TERMS AS AMENDED AND APPLICABLE AT SUCH TIME.