

# Terms of Service

**Effective Date:** January 01, 2020

## • Acceptance of the Terms of Service

- Welcome to the WorkChex website [www.workchex.in](http://www.workchex.in) (the "website") and mobile applications ("mobile Apps.", or "mobile." Or "Apps."), together known as the "WorkChex Platform" or "WorkChex Cloud Suite" are owned and operated by WORKCHEX SOFTWARE PRIVATE LIMITED., its predecessors or successors in interest, and its Affiliates ("company", or "we", or "our" or "us"), where facilities/organisations are seeking to engage credentialed professionals/agents to perform services on their behalf. The following terms and conditions, together with any documents they incorporate by reference (collectively, these "Terms of Service" or "Agreement"), govern your access to and use of the WORKCHEX.in website, the WORKCHEX Manager app, and the WORKCHEX Agent app (personal scheduling), including any content, functionality, and services offered on or through the website or apps (collectively, the "Products and Services"), whether as a guest, registered user, or Subscriber under the WORKCHEX for Managers Subscription and License Agreement (if applicable).
- Please read these Terms of Service carefully before you start to use the Products or Services. By using the Products or Services, or by clicking to accept or agree to the Terms of Service when this option is made available to you, you accept and agree to be bound and abide by these Terms of Service and our Privacy Policy, found at [workchex.in/privacy-policy](http://workchex.in/privacy-policy), and incorporated in this Agreement by reference. If you do not want to agree to these Terms of Service or the Privacy Policy, you must not access or use the Products or Services.
- The Products and Services are offered and available to users who are 18 years of age or older and reside in INDIA or any of its territories, states or possessions. By using the Products or Services, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Products.
- By using the Products or Services, or by clicking to accept or agree to the Terms of Service when this option is made available to you, you agree that we may initially send you email solicitations, including in regard to the products and services of third parties. You will have the ability to opt-out of any further receipt of such emails by following the opt-out procedure that will be included in any such emails sent to you.

## • Acceptance of the Terms of Service

- We may revise and update these Terms of Service from time to time in our sole discretion. All changes are effective immediately when we post them.
- Your continued use of the Products and Services following the posting of revised Terms of Service means that you accept and agree to the changes.
- You are expected to check this page from time to time, so you are aware of any changes, as they are binding on you.

## • Accessing the Products and Services and Account Security

- We reserve the right to withdraw or amend the Products and Services, and any service or material we provide in connection with the Products and Services, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Product are unavailable at any time or for any period. From time to time, we may restrict access to some or all of the Products, to users, including registered users.
- You are responsible for:
  - Making all arrangements necessary for you to have access to the Products and Services.
  - Ensuring the security of your access codes and passwords.
- To access the Products and Services or some of the resources they offer, you may be asked to provide certain registration details or other information. It is a condition of your use of the Products and Services that all the information you provide is correct, current and complete. You agree that all information you provide to us, including but not limited to through the use of any interactive features on the Products and Services, is governed by our Privacy Policy ([workchex.in/privacy-policy](http://workchex.in/privacy-policy)), and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

- If you choose or are provided with a username, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the Products and Services or portions of them using your username, password or other security information. You agree to notify us immediately of any unauthorised access to or use of your username or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.
- We have the right to disable any username, password, or other identifiers, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Service.

#### • Intellectual Property Rights

- The Products and Services, and their entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement of the Products and Services), are owned by the Company, its licensors or other providers of such material and are protected by INDIA and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.
- You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our Products or Services, except as follows:
  - Your computer or device may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
  - You may store files that are automatically cached by your Web browser for display enhancement purposes.
  - You may print or download one copy of a reasonable number of pages of the Products for your own personal use and not for further reproduction, publication or distribution.
  - If we provide social media features with certain content, you may take such actions as are enabled by such features.
- You must not:
  - Modify copies of any materials from this site.
  - Use any illustrations, photographs, video or audio sequences or any graphics separately from the accompanying text.
  - Delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from the Products and Services.
- You must not make the Products or Services available to a third party to use. Your right to use the Products and Services is personal to you and may not be transferred, assigned, sublet or made available on a rental, service bureau or any other basis.
- If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Products or Services in breach of the Terms of Service, your right to use the Products and Services will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Products or Services or any content on the Products or Services is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Products and Services not expressly permitted by these Terms of Service is a breach of these Terms of Service and may violate copyright, trademark and other laws.

#### • Trademarks

- The Company name and all related names, logos, product and service names, designs and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs and slogans on the Products or Services are the trademarks of their respective owners.

#### • Prohibited Uses

- You may use the Products and Services only for lawful purposes and in accordance with these Terms of Service. You agree not to use the Products or Services:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the INDIA or other countries).
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with the Content Standards set out in these Terms of Service.
- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter," or "spam" or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another User or any other person or entity (including but not limited to using e-mail addresses, usernames, user profiles, or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Products or Services, or which, as determined by us, may harm the Company or Users of the Products or Services or expose them to liability.
- To transmit any personal health information.
- To provide or transmit any medical advice, diagnoses or any other services that require any professional licensure.
- Additionally, you agree not to:
  - Use the Products or Services in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Products or Services, including their ability to engage in real time activities through the Products or Services.
  - Use any robot, spider or other automatic devices, process or means to access the Products or Services for any purpose, including monitoring or copying any of the material on the Products or Services.
  - Use any manual process to monitor or copy any of the material on the Products or Services or for any other unauthorised purpose without our prior written consent.
  - Use any device, software or routine that interferes with the proper working of the Products or Services.
  - Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
  - Attempt to gain unauthorised access to, interfere with, damage or disrupt any parts of the Products or Services, the servers on which the Products or Services are stored, or any server, computer or database connected to the Products or Services.
  - Attack the Products or Services via a denial-of-service attack or a distributed denial-of-service attack.
  - Otherwise attempt to interfere with the proper working of the Products or Services.

## • User Contributions

- Terms of Service for User Contributions:
  - The Products or Services may contain message boards, chat rooms, personal web pages or profiles, forums, bulletin boards and other interactive features (collectively, "Interactive Services") that allow users to post, submit, publish, display or transmit to other users or other persons ("post") content or materials (collectively, "User Contributions") on or through the Products or Services.
  - All User Contributions must comply with the Content Standards set out in these Terms of Service.
  - Any User Contribution you post to the site will be considered non-confidential and non-proprietary. By providing any User Contribution, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns the right to use, reproduce, modify, perform, display, distribute and otherwise disclose to third parties any such material according to your account settings.
- You represent and warrant that:

- You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns.
- All of your User Contributions do and will comply with these Terms of Service.
- You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not the Company, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.
  - We are not responsible, or liable to any third party, for the content or accuracy of any User Contributions posted by you or any other User of the Products or Services.

#### • **User Contribution Monitoring and Enforcement; Termination**

- We have the right to:
  - Remove or refuse to post any User Contributions for any or no reason in our sole discretion.
  - Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms of Service, including the Content Standards, infringes any intellectual property right or other rights of any person or entity, threatens the personal safety of users of the Products or Services or the public or could create liability for the Company.
  - Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
  - Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorised use of the Products or Services.
  - Terminate or suspend your access to all or part of the Products or Services for any or no reason, including without limitation, any violation of these Terms of Service.
- Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Products or Services. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.
- We cannot and do not undertake to review material before it is posted by you, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications or content provided by any User or third party. We have no liability or responsibility to anyone for performance or non performance of the activities described in this section.

#### • **User Contribution Content Standards**

- These content standards apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local and international laws and regulations. Without limiting the foregoing, User Contributions must not:
  - Contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable.
  - Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age
  - Infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person.
  - Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Service and our Privacy Policy.
  - Be likely to deceive any person.
  - Promote any illegal activity, or advocate, promote or assist any unlawful act.
  - Cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person.

- Impersonate any person, or misrepresent your identity or affiliation with any person or organisation.
- Involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity if this is not the case.
- Include any personal health information.
- Include any medical advice, diagnoses or any other services that require any professional licensure.

#### • **Copyright Infringement Policy**

- We take claims of copyright infringement seriously.
- We will respond to notices of alleged copyright infringement in accordance with the Copyright Act 1957, as per Section 51(a)(ii) and of the Information Technology Act 2000, (Section. 79).
- Our policy for responding to notices under the Copyright Act and Information Act is contained in our Copyright Infringement Policy.

#### • **Reliance on Information Posted**

- The information presented on or through the Products and Services is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other user of the Products and Services, or by anyone who may be informed of any of its contents.
- The Products and Services may include content provided by third parties, including materials provided by other users, bloggers and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

#### • **Changes to the Products and Services**

- We may update the content of the Products and Services from time to time, but their content is not necessarily complete or up-to-date.
- Any of the material included in the Products and Services may be out of date at any given time, and we are under no obligation to update such material.

#### • **Information About You**

- All information we collect is subject to our Privacy Policy.
- By using the Products or Services, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

#### • **Linking and Social Media Features**

- You may link to the workchex.in homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part without our express written consent.
- The Products and Services may provide certain social media features that enable you to:
  - Link from your own or certain third-party websites.
  - Send e-mails or other communications with certain content, or links to certain content.
  - Cause limited portions of content to be displayed or appear to be displayed on your own or certain third-party websites.
- You may use these features solely as they are provided by us and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:
  - Establish a link from any website that is not owned by you.

- Cause the Products or Services or portions of the Products or Services to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any other site.
- Link to any part of the Products or Service other than the workchex.in homepage or designated sign-in pages.
- Otherwise take any action with respect to the materials on the Products or Services that is inconsistent with any other provision of these Terms of Service.
- The website from which you are linking, or on which you make certain content accessible, must comply in all respects with the Content Standards set out in these Terms of Service.
- You agree to cooperate with us in causing any unauthorised framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice.
- We may disable all or any social media features and any links at any time without notice in our discretion.

• **Links from the Products or Services.**

- If the Products or Services contain links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third party websites linked to the Products or Services, you do so entirely at your own risk and subject to the terms and conditions of service or use for such websites.

• **Geographic Restrictions**

- The owner of the Products and Services is based in the State of Haryana in INDIA. We provide the Products and Services for use only by persons located in INDIA. We make no claims that the Products or Services or any of their content is accessible or appropriate outside of INDIA.
- Access to the Products and Services may not be legal by certain persons or in certain countries. If you access the Products from outside the INDIA, you do so on your own initiative and are responsible for compliance with local laws.

• **Disclaimer of Warranties & Limitation of Liability**

- You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Products or Services will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE PRODUCTS OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE PRODUCTS OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON THEM, OR ON ANY PRODUCTS LINKED TO THEM.
- WORKCHEX GIVES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND RELATING TO THE PRODUCTS OR SERVICES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, TITLE, OWNERSHIP, RESULTS, OR THE QUALITY, SUITABILITY, ADEQUACY, GENUINENESS, ACCURACY, OR COMPLETENESS OF THE PRODUCT OR SERVICE.
- WORKCHEX DOES NOT WARRANT THAT THE SERVICE WILL MEET USERS OR SUBSCRIBER'S REQUIREMENTS OR THAT THE OPERATION OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. WORKCHEX IS NOT RESPONSIBLE FOR PROBLEMS CAUSED BY USER'S OR SUBSCRIBER'S HARDWARE OR SOFTWARE, OR FOR PROBLEMS IN THE INTERACTION OF THE SERVICE WITH ANY OTHER SOFTWARE. USER OR SUBSCRIBER WILL BE SOLELY RESPONSIBLE FOR TAKING ALL PRECAUTIONS, SUCH AS DATA BACKUP, TESTING, AND ERROR DETECTION PROCEDURES, WHICH ARE NECESSARY IN ORDER TO ENSURE THAT ERRORS IN THE SERVICE AND THE APPLICATIONS USING THE SERVICE DO NOT CAUSE ADVERSE CONSEQUENCES.
- WORKCHEX WILL NOT BE LIABLE UNDER ANY CONTRACT, STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE) OR OTHER LEGAL OR EQUITABLE THEORY, FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, INDIRECT OR CONSEQUENTIAL COSTS OR DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LITIGATION COSTS, LOSS OF DATA, PRODUCTION OR PROFIT, ARISING OUT OF OR RELATING IN ANY WAY TO THE SUBJECT MATTER OF THIS AGREEMENT,



EVEN IF INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY STATED HERE.

- WORKCHEX SPECIFICALLY DISCLAIMS LIABILITY FOR INACCURATE, OUT-OF-DATE, OR MISSING STAFF AVAILABILITY, CREDENTIAL, OR OTHER PERSONAL INFORMATION.
- IN NO EVENT WILL WORKCHEX'S TOTAL LIABILITY UNDER OR RELATED TO THIS AGREEMENT, THE TERMINATION THEREOF, AND/OR THE PROVISION OF THE PRODUCT OR SERVICE, REGARDLESS OF THE FORM OF ACTION, EXCEED SUBSCRIPTION FEES ACTUALLY PAID BY A SUBSCRIBER UNDER THIS AGREEMENT IN THE TWELVE MONTHS PRECEDING THE CLAIM, OR INR. 5,00,000/- (FIVE LAKH RUPEES), WHICHEVER IS LOWER.
- EACH AND EVERY PROVISION OF THIS AGREEMENT WHICH PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTY OR EXCLUSION OF DAMAGES IS INTENDED BY THE PARTIES TO BE SEVERABLE AND INDEPENDENT OF ANY OTHER SUCH PROVISION. FURTHER, IF ANY REMEDY IS DETERMINED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, ALL LIMITATIONS OF LIABILITY AND EXCLUSIONS OF DAMAGES WILL REMAIN IN EFFECT.
- THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

• **Indemnification**

- To the maximum extent permitted by applicable law, you agree to defend, indemnify and hold harmless the Company, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your use of the Products or Services, including, but not limited to, your violation of these Terms of Service, your User Contributions, any use of the Products' or Services' content and related products and services other than as expressly authorised in these Terms of Service or your use of any information obtained from the Products or Services.

• **Governing Law and Jurisdiction**

- All matters relating to the Products and these Terms of Service and any dispute or claim arising from or related to the Products or these Terms of Service (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Haryana without giving effect to any choice or conflict of law provision or rule, whether of the State of Haryana or any other jurisdiction.
- Any legal suit, action or proceeding arising out of, or related to, these Terms of Service or the Products shall be instituted exclusively in the federal courts of INDIA or the courts of the State of Haryana in each case located in the City of Gurgaon and State of Haryana (although we retain the right to bring any suit, action or proceeding against you for breach of these Terms of Service in your country of residence or any other relevant country). You waive any and all objections to the exercise of jurisdiction over you by such courts and to a venue in such courts.

• **Limitation on Time to File Claims**

- ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF SERVICE OR THE PRODUCTS MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

• **Waiver and Severability**

- No waiver by the Company of any term or condition set forth in these Terms of Service shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Service shall not constitute a waiver of such right or provision.
- If any provision of these Terms of Service is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Service will continue in full force and effect.

• **Entire Agreement; Conflict**

- The Terms of Service, our Privacy Policy, and the WORKCHEX Subscription and License Agreement (if applicable) constitute the sole and entire agreement between you and Company with respect to the Products and Services and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Products and Services.
- In the event of a conflict between this Agreement and the WORKCHEX Subscription and License Agreement, the WORKCHEX Subscription and License Agreement will control.

- **Your Comments and Concerns**

- All notices of copyright infringement claims should be sent to the copyright agent designated in our Copyright Infringement Policy in the manner and by the means set forth in the Policy.
- All other feedback, comments, requests for technical support and other communications relating to the Products and Services should be directed to [support@workchex.in](mailto:support@workchex.in)
- Thank you for your interest in WorkChex Products and Services!