

## Terms & Conditions

This page states the "Terms and Conditions" under which you may use CareerZodiac.com. Please read this page carefully. If you do not accept the Terms and Conditions stated here, do not use this web site and service. By using this web site, you are indicating your acceptance to be bound by the terms of these Terms and Conditions. CareerZodiac.com (the "Company") may revise these Terms and Conditions at any time by updating this posting. You should visit this page periodically to review the Terms and Conditions, because they are binding on you. The terms "You" and "User" as used herein refer to all individuals and/or entities accessing this web site for any reason.

The site is a public site with free access and CareerZodiac.com assumes no liability for the quality and genuineness of responses. CareerZodiac.com 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 responses.

CareerZodiac.com. 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 CareerZodiac.com to be placed on the website by technical or any other means is not the responsibility of CareerZodiac.com. CareerZodiac.com does not guarantee confidentiality of information provided to it by any person acquiring/using all/any information displayed on the CareerZodiac.com website or any of its other websites / domains owned and operated by CareerZodiac.com.

CareerZodiac.com does not share personally identifiable data of any individual with other companies / entities except with those acting as our agents in providing our Service to you or by recruiters who contact you through the details provided by you on Resume Manager. CareerZodiac.com 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 CareerZodiac.com in any manner so as to impair the interests and functioning of CareerZodiac.com. The user undertakes not to duplicate, download publish, modify and distribute material on CareerZodiac.com unless specifically authorized by CareerZodiac.com in this regard. The user undertakes not to establish any deep link or other connection to any specific page of CareerZodiac.com other than the Home Page without obtaining prior consent of careerzodiac.com.

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

CareerZodiac.com uses technological means to exclude Robots etc from crawling the website and scraping content. The user undertakes not to circumvent these methods.

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

Users shall not spam the database maintained by CareerZodiac.com or indiscriminately and repeatedly forward mail that may be considered spam etc. etc. Any conduct of the user in violation of this clause shall entitle CareerZodiac.com to forthwith terminate all services to the user without notice and to forfeit any amounts paid by him.

The user expressly states that the resume/insertion or information/ data being fed into the network of CareerZodiac.com by the user is correct and complete in all respects and does not contain any false, distorted, manipulated, fraudulent or misleading facts or averments. CareerZodiac.com expressly disclaims any liability arising out of the said resume insertion/information/ data so fed into the network of CareerZodiac.com by the user. Further, the user agrees to indemnify CareerZodiac.com for all losses incurred by CareerZodiac.com due to any false, distorted, manipulated, fraudulent or misleading facts or averments made by the user on the network of CareerZodiac.com.

The User is solely responsible for maintaining confidentiality of the 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 CareerZodiac.com 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 CareerZodiac.com and/or its affiliated websites does hereby specifically agrees that he shall, at all times, comply with the requirements of the Information Technology Act, 2000 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 CareerZodiac.com. The said User/ subscriber/ visitor to CareerZodiac.com 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 there under, 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 hereby expressly declares that CareerZodiac.com has performed all due diligence within the meaning of the IT Act, 2000 with respect to the user and his interaction with the computers, computer systems or computer network of CareerZodiac.com

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 for using the Service.

The User / subscriber / visitor to CareerZodiac.com 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 CareerZodiac.com site or sub-domains or on any affiliate sites or any other network system.

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.

CareerZodiac.com 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.

CareerZodiac.com 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.

**CareerZodiac.com gives no guarantees of server uptime or applications working properly.** CareerZodiac.com. undertakes no liability for free services.

CareerZodiac.com. 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.

CareerZodiac.com. further reserves its right to post the data on the website CareerZodiac.com or on such other affiliated sites and publications as CareerZodiac.com may deem fit and proper at no extra cost to the subscriber / user.

The subscription / agreement between CareerZodiac.com 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 CareerZodiac.com / CareerZodiac.com is a public site and all information posted by CareerZodiac.com 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 CareerZodiac.com does not confer exclusivity of service on any subscriber / user.

CareerZodiac.com will not be party to any legal proceedings between a user (e.g. a subscriber) and a party contracted through the site. In case CareerZodiac.com is implicated in any legal proceedings, costs will be recovered from the party that names CareerZodiac.com. CareerZodiac.com however will abide with any court order served on it through due process.

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

The services provided by the websites maintained, operated or owned by Management 2000 Placements & Recruitments Pvt., Ltd do not extend to acting as an agent (express or implied) on behalf of any subscriber or user.

CareerZodiac.com 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 careerZodiac.com. Any person using CareerZodiac.com in violation of the stipulations contained in the Terms and Conditions of CareerZodiac.com shall render himself/herself liable to appropriate action in a court of law both civil and criminal.

CareerZodiac.com, CareerZodiac, Management 2000 Placements & Recruitments Pvt., Ltd. are used interchangeably and are synonymous.

The user of CareerZodiac.com is subject to the [Privacy Policy](#) available through this link.

### Job Seekers

1. Resume Service / Resume Posting / Submission of Resume / Resume Upload / Resume Manager by registering your resume on CareerZodiac.com, you agree to the following terms for

- The resume/ insertion or information/data fed by the user can be updated by the user alone, free of cost.
- CareerZodiac.com offers neither 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.
- CareerZodiac.com 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.
- CareerZodiac.com 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 CareerZodiac.com'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.
- 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 CareerZodiac.com by the user, for going out of station or in station for any job or interview. CareerZodiac.com 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 CareerZodiac.com.
- Uploading of multiple resumes beyond a reasonable limit by the same individual, using the same or different accounts shall entitle CareerZodiac.com to remove the Resumes without notice to the subscriber.
- This service is only meant for candidates looking for suitable jobs. Any usage with commercial intent is prohibited.
- CareerZodiac.com reserves its right to reject and delete any resume/ insertion or information/data fed in by the user without assigning any reason.

- 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.
- CareerZodiac.com has the right to make all such modifications/editing of resume in order to fit resume in its database.
- The subscriber shall be assigned a password (s) by CareerZodiac.com to enable the subscriber to access all the information received through careerzodiac.com, but the sole responsibility of the safe custody of the password shall be that of the subscriber and CareerZodiac.com 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. CareerZodiac.com undertakes to take all reasonable precautions at its end to ensure that there is no leakage/misuse of the password granted to the subscriber.
- 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. CareerZodiac.com 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.
- Although CareerZodiac.com 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.
- 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.
- On registration you agree to: 1-a) Making your resume searchable to paying clients of CareerZodiac.com who subscribe to Zodiac Access (Database Access). You may be contacted by subscribers of CareerZodiac Access via email, telephone 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 CareerZodiac.com will not be held responsible for contacts/emails received by you. 1-b) Receive job alerts (mails detailing jobs that match your profile as entered on CareerZodiac.com) via email. You may remove yourself from the job alert email database by resetting this option in the Privacy Setting section of your resume. 1-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.
- The user agreement between a user/subscriber and CareerZodiac.com 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 CareerZodiac.com , however, such termination will be at the option and discretion of CareerZodiac.com or ( iii )On writing and on such terms as agreed to by the parties mutually.
- 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.
- Jurisdiction for any disputes arising from and related to this contest shall be Ahmedabad [Gujarat], India to the exclusion of all other courts.
- Disputes shall be resolved in accordance with the laws of India as applicable

## 2. CV display

- The payment for service once subscribed to by the subscriber is not refundable and any amount paid shall stand appropriated.
- The amount paid entitles the subscriber alone to the service by CareerZodiac.com for a period of subscription opted for from the date of up-linking of the resume on the website CareerZodiac.com or such other mirror or parallel site(s) as CareerZodiac.com may deem fit and proper but such web host shall be without any extra cost to the subscriber / user.
- The resume displayed can be updated by the subscriber alone free of cost.
- CareerZodiac.com offers no guarantee nor warranties that there would be a satisfactory response or any response at all once the resume is put on display.
- CareerZodiac.com neither guarantees nor offers any warranty about the credentials of the prospective employer/organization which down loads the information and uses it to contact the prospective employee / visitor / user / subscriber.

- CareerZodiac.com 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 CareerZodiac.com'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.
- 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 CareerZodiac.com for going out of station or in station for any job / interview and CareerZodiac.com assumes no responsibility in respect thereof.
- CareerZodiac.com 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, shall be refunded to the subscriber on a pro-rata basis at the sole discretion of CareerZodiac.com.
- CareerZodiac.com will commence providing services only upon receipt of amount/charges upfront either from subscriber or from a third party on behalf of the subscriber.
- This subscription is not transferable i.e. it is for the same person throughout the period of subscription.
- CareerZodiac.com has the right to make all such modifications/editing of resume in order to fit the resume in its database.
- The liability, if any, of CareerZodiac.com is limited to the extent of the amount paid by the subscriber.
- The subscriber shall be assigned password (s) by CareerZodiac.com to enable the subscriber to access all the information received through its site CareerZodiac.com, but the sole responsibility of the safe custody of the password shall be that of the subscriber and CareerZodiac.com 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. CareerZodiac.com undertakes to take all reasonable precautions at its end to ensure that there is no leakage/misuse of the password granted to the subscriber
- The subscriber undertakes that the data/information provided by him is true and correct in all respects.
- 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
- All disputes arising out of the transactions between a user and CareerZodiac.com will be resolved in accordance with the laws of India as applicable.
- All Disputes arising out of the transactions between a user and CareerZodiac.com will be subject to the jurisdiction of Courts situate in Ahmedabad, Gujarat india. alone.

### 3. Preference Services

The service once subscribed to by the subscriber is not refundable and all amount(s) paid shall stand appropriated

- CareerZodiac.com shall send the resume to the consultant(s) database subscribed to by email once only and CareerZodiac.com shall not be bound to refund any amount or charges or fee paid once the information/resume is sent to the consultant(s) database subscribed to.
- The subscription fee paid entitles the subscriber only for one time sending of resume to consultant(s) database subscribed to. For repeated availing of the service, additional charges will have to be paid.
- CareerZodiac.com offers neither guarantee nor warranties that there would be a satisfactory response or any response at all once the resume is sent to consultant database subscribed to.
- CareerZodiac.com neither guarantees nor offers any warranty about the credentials of the prospective employer/organization which receives the information / data and uses it to contact the prospective employee / subscriber / visitor / user.
- It shall be the sole prerogative and responsibility of the individual / subscriber to check the authenticity of all or any response received pursuant to the resume being sent to consultant(s) database subscribed to by CareerZodiac.com for going out of station or in station for any job interview and CareerZodiac.com assumes no responsibility in respect thereof.
- The subscriber shall have no right to demand any information regarding the organizations to whom the resume has been sent and CareerZodiac.com would be under no legal or other obligation to disclose/reveal the particulars of such organizations.
- CareerZodiac.com reserves its right to reject any insertion or information/data provided by the subscriber without assigning any reason before sending the resume to consultant(s) database subscribed to, 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 CareerZodiac.com.
- In the event that CareerZodiac.com does not deem the resume suitable/fit/appropriate to be sent to consultant(s) subscribed to, any amount so paid for, shall be refunded to the subscriber on a pro-rata basis at the sole discretion of CareerZodiac.com.
- CareerZodiac.com will commence providing services only upon receipt of amount/charges upfront either from subscriber or from a third party on behalf of the subscriber.
- This subscription is not transferable i.e. it is for the same person through out the period of subscription.
- The liability, if any, of CareerZodiac.com is limited to extent of the amount paid by the subscriber.
- The subscriber shall be assigned a password (s) by CareerZodiac.com to enable the subscriber to access all the information received through CareerZodiac.com , but the sole responsibility of the safe custody of the password shall be that of the subscriber and CareerZodiac.com 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. CareerZodiac.com undertakes to take all reasonable precautions at its end to ensure that there is no leakage/misuse of the password granted to the subscriber
- The subscriber undertakes that the data/information provided by him is true and correct in all respects.
- 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
- All disputes arising out of the transactions between a user and CareerZodiac.com will be resolved in accordance with the laws of India as applicable.
- All Disputes arising out of the transactions between a user and CareerZodiac.com will be subject to the jurisdiction of Courts situated in Ahmedabad alone.

### 4. CV Designing

- The subscriber shall certify that the information/data supplied by it to CareerZodiac.com is accurate and correct.
- The subscriber shall give reasonable time to CareerZodiac.com for development of resumes.
- The subscriber must respond to the queries raised (sent by email) by CareerZodiac.com within 7 days of such a query being raised failing which, CareerZodiac.com shall stand absolved of all its obligation, if any.
- 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.
- The liability, if any, of CareerZodiac.com is limited to the extent of the amount paid by the subscriber.

- CareerZodiac.com offers no guarantee nor warranties that there would be a satisfactory response or any response at all once the resume is developed and used by the subscriber to apply for jobs
- CareerZodiac.com 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 CareerZodiac.com'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.
- CareerZodiac.com 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 CareerZodiac.com.
- CareerZodiac.com will commence providing services only upon receipt of amount/charges upfront either from subscriber or from a third party on behalf of the subscriber.
- This subscription is not transferable i.e. it is for the same person through out the period of subscription.
- The subscriber shall be assigned password (s) by CareerZodiac.com to enable the subscriber to access all the information received through CareerZodiac.com, but the sole responsibility of the safe custody of the password shall be that of the subscriber and CareerZodiac.com 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. CareerZodiac.com undertakes to take all reasonable precautions at its end to ensure that there is no leakage/misuse of the password granted to the subscriber
- 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
- All disputes arising out of the transactions between a user and CareerZodiac.com will be resolved in accordance with the laws of India as applicable.
- All Disputes arising out of the transactions between a user and CareerZodiac.com will be subject to the jurisdiction of Courts situate in Ahmedabad, Gujarat india. alone.

#### 5. Other services

- The use of the services offered by CareerZodiac.com including any service is also subject to the terms and conditions which regulate the usage of the website.
- This service is provided by CareerZodiac.com free of charge. This service is meant exclusively for individual and non commercial use. The content being provided through this service may not be edited/changed/modified in any manner without our permission. Any usage for non-personal/commercial purposes requires specific written permission to be obtained from us prior to commencing such usage. Please contact [legal@CareerZodiac.com](mailto:legal@CareerZodiac.com) to request permission.
- Management 2000 Placements & Recruitments Pvt., Ltd claims proprietary rights over the content being made available as other service feeds from CareerZodiac.com, including copyrights, trademark etc. The user shall provide acknowledgement to CareerZodiac.com in connection with its use of other services deeds obtained from the website.
- CareerZodiac.com India Private Limited reserves the right to discontinue providing other services feeds, limit the users access to parts of the other services feeds without assigning any reason for the same. Limits may be imposed.
- The factual content contained in the other services feeds is displayed as supplied by various recruiters, recruitment agencies and other sources; Management 2000 Placements & Recruitments Pvt Ltd., offers no warranties about the correctness/truthfulness of the content.

#### 6. CareerZodiac.com Terms and Conditions

- This service is provided by CareerZodiac.com free of charge. This service is meant exclusively for individual and non commercial use. Any usage to the contrary for producing derivative works is strictly prohibited
- The logos and the marks used on CareerZodiac.com and any downloads are the exclusive property of Management 2000 Placements & Recruitments Pvt Limited, which shall retain all rights, title and interest in these trademarks, copyrights, logos and other intellectual property rights The Privacy Policy of the website CareerZodiac.com governs your use of the Career zodiac Toolbar.
- Management 2000 Placements & Recruitments Pvt Ltd., reserves the right to restrict your access to CareerZodiac.com without assigning any reason for the same.

- Management 2000 Placements & Recruitments Pvt Ltd., Limited offers no guarantee or warranty whatsoever regarding the CareerZodiac.com Toolbar.

## 7. Applications by Non Registered Users

- The user undertakes that the data/information being provided by him/her in the resume is true and correct in all respects.
- CareerZodiac.com. does not share personally identifiable data of any individual with other companies/entities except with those acting as our agents in providing our Service to you or by recruiters who contact you through the details provided by you. CareerZodiac.com. shall 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.
- The user undertakes that he/she will not disseminate false/objectionable/offensive material using these services.
- This interface shall be exclusively for the purposes of bona fide job applications; usage of the interface in any other fashion is strictly prohibited.
- CareerZodiac.com 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.
- 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.
- The User/subscriber/visitor to CareerZodiac.com 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 CareerZodiac.com site or sub-domains or on any affiliate sites or any other network system CareerZodiac.com will not be party to any legal proceedings between a user (e.g. a subscriber) and a party contracted through the site. In case CareerZodiac.com is implicated in any legal proceedings, costs will be recovered from the party that names CareerZodiac.com, CareerZodiac.com however will abide with any court order served on it through due process. Jurisdiction for any disputes arising from and related to this contest shall be Ahmedabad Gujarat, India to the exclusion of all other courts. Disputes shall be resolved in accordance with the laws of India as applicable.

## Recruiter

### 1. Classified vacancy listing (single)

- CareerZodiac.com shall place the information only in the classified section of its site CareerZodiac.com or such other mirror or parallel site(s) as CareerZodiac.com may deem fit and proper but such additional web hosting shall be without any extra cost to the subscriber / user.
- The insertion so displayed in the classified section of CareerZodiac.com shall be for a fixed period (currently 30 days), which period is subject to change without notice.
- CareerZodiac.com 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, shall be refunded to the subscriber on a pro-rata basis at the sole discretion of CareerZodiac.com.
- 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 CareerZodiac.com against all claims, damages arising out of actions/claims that may be made in relation to the same.
- CareerZodiac.com has the right to make all such modifications/editing of the vacancy details in order to fit its database.
- The Subscriber/Recruiter will provide up to a maximum of 2 email id's for vacancies posted on CareerZodiac.com in the Classified section to collect response(s) 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.
- All information intimated by the subscriber / recruiter and displayed by CareerZodiac.com on CareerZodiac.com becomes public knowledge and CareerZodiac.com may at its sole discretion include the vacancy intimated by a subscriber for display on CareerZodiac.com in any other media including the print media at no extra costs to the subscriber and CareerZodiac.com shall not be held liable for usage/publicity of such information.

- CareerZodiac.com offers no guarantee nor warranties that there would be a satisfactory response or any at all response once the job is put on display.
- CareerZodiac.com 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.
- CareerZodiac.com 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 CareerZodiac.com'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.
- CareerZodiac.com 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 subscriber/Recruiter shall be deemed to give an undertaking to CareerZodiac.com that the jobs sought to be advertised on the classified section of CareerZodiac.com are in existence, are genuine and that the subscriber / recruiter has the authority to advertise for such jobs.
- The subscriber/Recruiter must give an undertaking to CareerZodiac.com that there will be no fee charged from any person who responds to jobs advertised on the classified section of CareerZodiac.com for processing of applications / responses from such person.
- CareerZodiac.com reserves its right to change the look, feel, design, prominence, depiction, classification of the classified section of CareerZodiac.com at any time without assigning any reason and without giving any notice.
- The subscriber shall be assigned password (s) by CareerZodiac.com 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 CareerZodiac.com 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. CareerZodiac.com undertakes to take all reasonable precautions at its end to ensure that there is no leakage/misuse of the password granted to the subscriber.
- 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
- All disputes arising out of the transactions between a user and CareerZodiac.com will be resolved in accordance with the laws of India as applicable.
- All Disputes arising out of the transactions between a user and CareerZodiac.com will be subject to the jurisdiction of Courts situate in Ahmedabad, Gujarat India. alone.

## **2. Vacancy Subscriptions for various period**

- CareerZodiac.com shall place the information only in Vacancy classified section on the website CareerZodiac.com or such other mirror or parallel site(s) as CareerZodiac.com may deem fit and proper but such web host shall be without any extra cost to the subscriber / user.
- Each insertion so displayed in the classified section of CareerZodiac.com shall be for a fixed period (currently 30 days), which period is subject to change without notice.
- CareerZodiac.com 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, shall be refunded to the subscriber on a pro-rata basis at the sole discretion of CareerZodiac.com.
- 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 CareerZodiac.com against all claims, damages arising out of actions/claims that may be made in relation to the same.
- CareerZodiac.com has the right to make all such modifications/editing of the vacancy details in order to fit its database.
- The Subscriber/Recruiter will provide up to a maximum of 2 email id's for vacancies posted on CareerZodiac.com in the Classified section to collect response(s) 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.
- All information intimated by the client and displayed by CareerZodiac.com on CareerZodiac.com becomes public knowledge and CareerZodiac.com may at its sole discretion include the vacancy intimated by a client

- for display on CareerZodiac.com in any other media including the print media at no extra costs to the client and CareerZodiac.com cannot be held liable for usage/publicity of such information.
- CareerZodiac.com offers no guarantee nor warranties that there would be a satisfactory response or any response at all once the job is put on display.
  - CareerZodiac.com 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.
  - CareerZodiac.com 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 CareerZodiac.com'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.
  - CareerZodiac.com 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 subscriber/Recruiter shall give an undertaking to CareerZodiac.com that the jobs sought to be advertised on the classified section of CareerZodiac.com are in existence, are genuine and that the subscriber has the authority to advertise the jobs
  - The subscriber/Recruiter must give an undertaking to CareerZodiac.com that there will be no fee charged from any person who responds to jobs advertised on the classified section of CareerZodiac.com for processing of such person
  - CareerZodiac.com reserves its right to change the look, feel, design, prominence, depiction, classification of the classified section of CareerZodiac.com at any time without assigning any reason and without giving any notice
  - The subscriber to this service shall be entitled to such number of listings during the period of subscription as may be agreed upon
  - The subscription is neither re-saleable nor transferable by the subscriber to any other person, corporate body, firm or individual
  - 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
  - The subscriber shall be assigned password (s) by CareerZodiac.com 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 CareerZodiac.com 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. CareerZodiac.com undertakes to take all reasonable precautions at its end to ensure that there is no leakage/misuse of the password granted to the subscriber
  - Only insertions with contact information registered with CareerZodiac.com will be displayed on the site
  - 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.
  - The Courts at Ahmedabad, Gujarat India. alone shall have the sole and exclusive jurisdiction in case of any dispute.
  - All disputes arising out of the transactions between a user and CareerZodiac.com will be resolved in accordance with the laws of India as applicable.

### **3. Premium Vacancies (single)**

- CareerZodiac.com shall place the information relating to vacancies in the Premium Vacancies & such other Classified sections on the website CareerZodiac.com or such other mirror or parallel site(s) as CareerZodiac.com may deem fit and proper but such additional web hosting shall be without any extra cost to the subscriber / user.
- Each insertion so displayed in the classified and Premium vacancies and section of CareerZodiac.com shall be for a fixed period (currently 30 days), which period is subject to change without notice.
- The Subscriber/Recruiter will provide up to a maximum of 5 email id's for vacancies posted on CareerZodiac.com in the Premium vacancies and Classified section to collect response(s) 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

- CareerZodiac.com 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, shall be refunded to the subscriber on a pro-rata basis at the sole discretion of CareerZodiac.com.
- 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 CareerZodiac.com against all claims, damages arising out of actions/claims that may be made in relation to the same.
- CareerZodiac.com has the right to make all such modifications/editing of the vacancy details in order to fit its database.
- All information intimated by the subscriber and displayed by CareerZodiac.com on CareerZodiac.com becomes public knowledge and CareerZodiac.com may at its sole discretion include the vacancy intimated by a client for display on CareerZodiac.com in any other media including the print media at no extra costs to the client and CareerZodiac.com shall not be held liable for usage/publicity of such information / data.
- CareerZodiac.com 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.
- CareerZodiac.com 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.
- CareerZodiac.com 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 CareerZodiac.com'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.
- The subscriber/Recruiter shall give an undertaking to CareerZodiac.com that the jobs sought to be advertised on the 'Premium Vacancies' and 'Classified' sections of CareerZodiac.com are in existence, genuine and the subscriber has the authority to advertise the said jobs vacancies.
- CareerZodiac.com 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 subscriber/Recruiter must give an undertaking to CareerZodiac.com that there will be no fee charged from any person who responds to jobs / vacancies advertised on the 'Premium Vacancy' and 'Classified' sections of CareerZodiac.com for processing of such person.
- CareerZodiac.com reserves its right to change the look, feel, design, prominence, depiction, classification of the 'Premium Vacancies' and 'Classified' sections of CareerZodiac.com at any time without assigning any reason and without giving any prior notice.
- The subscriber shall be assigned password (s) by CareerZodiac.com to enable the subscriber to post vacancies on CareerZodiac.com site in agreed upon section(s), but the sole responsibility of the safe custody of the password shall be that of the subscriber and CareerZodiac.com 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. CareerZodiac.com undertakes to take all reasonable precautions at its end to ensure that there is no leakage/misuse of the password granted to the subscriber
- 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
- All disputes arising out of the transactions between a user and CareerZodiac.com will be resolved in accordance with the laws of India as applicable.
- All Disputes arising out of the transactions between a user and CareerZodiac.com will be subject to the jurisdiction of Courts situate in Ahmedabad, Gujarat india. alone.

#### **4. Resume Search & CV Services on SMS**

- The subscriber availing this service shall be deemed to have consented to be bound by all the applicable terms and conditions of this service.
- Decision of CareerZodiac.com regarding all transactions under this service shall be final and binding and no correspondence shall be entertained in this regard.

- CareerZodiac.com 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.
- Your mobile phone number (MSISDN) will be used during the transmission of text messages through the mobile service provider's server for SMS Service.
- The membership is for your personal use only. You cannot transfer, assign or authorize your membership to any other person.
- 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 CareerZodiac.com from time to time.
- This service is subject to guidelines/directions issued by Telecom Regulatory Authority of India or any other statutory authority from time to time.
- 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.
- 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.
- 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.
- You will not post or transmit any content that is abusive, obscene, sexually oriented or against national interest. CareerZodiac.com reserves the right to suspend your profile if any prohibitive or objectionable content is found and may further initiate appropriate legal proceedings against you.
- The Service is an additional service offered by CareerZodiac.com. The functions of the Service are dependent on the Operator owning the network to facilitate this service (Operator), for which CareerZodiac.com does not undertake any responsibility for failure of this network transmission or failure of message transmission for any reasons whatsoever. From time to time, CareerZodiac.com may include additional features and services.
- CareerZodiac.com 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.
- CareerZodiac.com is not responsible for authenticity of the content arising thereto.
- The subscriber must maintain such minimum balance in his/her prepaid account as is specified by CareerZodiac.com 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.
- The users specifically note and agree that the content and service or part thereof may be varied, added, withdrawn, withheld or suspended by CareerZodiac.com at its sole discretion without prior notice to the users.
- CareerZodiac.com 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.
- No reversal of deducted charges shall be allowed under any circumstances.
- 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 CareerZodiac.com and / or the Operator, against all third party claims relating to the users content or due to the users act, negligence or omission.
- You are bound by the terms and conditions as mentioned herein and as stated on the site.
- Message delivery is conditional to Mobile operator's technical infrastructure and its network uptime.
- By using various SMS based services from CareerZodiac.com like Career Search, Career Alert, Career zodiac forum Chat, Career services etc , you agree to receive phone calls, messages etc. from CareerZodiac.com and/or its associates tailored to provide with better job opportunities.
- Subscribing or using various paid/free services of CareerZodiac.com on SMS/Voice/WAP either directly or indirectly doesn't in any manner guarantee the user a job.
- CareerZodiac.com 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, CareerZodiac.com sites/services for any purpose. All such information, software, products, services and related graphics are provided "as is" without warranty of any kind. CareerZodiac.com 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. CareerZodiac.com shall not be responsible or liable for any consequential damages arising thereto.

- By agreeing to register at CareerZodiac.com, a user allows CareerZodiac.com 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.
- 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.
- Registration presumes that the users have read, understood and accepted the terms and conditions.
- This service is live in India only.

### **Exchange of Information for CHAT & other Community Services**

All information, data, text, video, messages or other materials, whether publicly or privately transmitted / posted, is the sole responsibility of the person from where such content originated (the Originator). Sending lewd, obscene or offensive content using career forum chat is strictly prohibited using the services of career forum Chat in a manner which is meant to be offensive to others shall render the user liable for prosecution under the existing laws as applicable. CareerZodiac.com assumes no responsibility for the nature of the content being exchanged using the careerzodiac Forum Chat. The details of the SMS sent or received on the Mobile phone shall not be made available to the subscriber. The subscriber agrees that Company will not entertain any correspondence/calls in this regard.

### **Charges**

This Site reserves the right to charge subscription and / or membership fees in respect of any part, aspect of this Site upon reasonable prior notice. CareerZodiac.com reserves its right to terminate your account without any prior notice for any violation of the Terms of Use. All content posted by you becomes the property of CareerZodiac.com and you agree to grant/assign the royalty free, perpetual right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such content (in whole or part) worldwide and/or to incorporate it in other works in any form, media, or technology now known or later developed.

### **Disclaimer of Warranties and Liability**

All the contents of this Site are only for general information or use. They do not constitute advice and should not be relied upon in making (or refraining from making) any decision. Any specific advice or replies to queries in any part of the Site is/are the personal opinion of such experts/consultants/persons and are not subscribed to by this Site. The information from or through this site is provided on "AS IS" basis, and all warranties, expressed or implied of any kind, regarding any matter pertaining to any goods, service or channel, including without limitation, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement are disclaimed and excluded. Certain links on the Site lead to resources located on servers maintained by third parties over whom CareerZodiac.com has no control or connection, business or otherwise as these sites are external to CareerZodiac.com you agree and understand that by visiting such sites you are beyond the CareerZodiac.com website. CareerZodiac.com therefore neither endorses nor offers any judgment or warranty and accepts no responsibility or liability for the authenticity/availability of any of the goods/services/or for any damage, loss or harm, direct or consequential or any violation of local or international laws that may be incurred by your visit and/or transaction/s on these sites.

### **Advertising Material**

Part of the Site contains advertising/other material submitted to CareerZodiac.com by third parties. Responsibility for ensuring that material submitted for inclusion on the Site complies with applicable International and National law is exclusively on the advertisers and CareerZodiac.com will not be responsible for any claim, error, omission or inaccuracy in advertising material. CareerZodiac.com reserves the right to omit, suspend or change the position of any advertising material submitted for insertion. Acceptance of advertisements on the Site will be subject to CareerZodiac.com terms and conditions which are available on request.

### **Force Majeure**

CareerZodiac.com shall have no liability to you for any interruption or delay in access to the Site irrespective of the cause.

## Indian Law

The Agreement shall be governed by the Laws of India. The Courts of law at Ahmedabad, Gujarat India shall have exclusive jurisdiction over any disputes arising under this agreement.

## 5. Premium Vacancies Subscriptions

- CareerZodiac.com shall place the information relating to jobs / vacancies only in 'Premium Vacancies' and 'Classified' sections on the website CareerZodiac.com or such other mirror or parallel site(s) as CareerZodiac.com may deem fit and proper but such web host shall be without any extra cost to the subscriber / user.
- Each insertion so displayed in the Premium vacancies and classified vacancy section of the site CareerZodiac.com shall be for a fixed period (currently 30 days), which period is subject to change without prior notice.
- The Subscriber/Recruiter will provide up to a maximum of 5 email id's for vacancies posted on CareerZodiac.com in the Premium vacancies and Classified section to collect response(s) 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
- 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 CareerZodiac.com against all claims, damages arising out of actions/claims that may be made in relation to the same.
- CareerZodiac.com has the right to make all such modifications/editing of the vacancy details in order to fit its database.
- CareerZodiac.com 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, shall be refunded to the subscriber on a pro-rata basis at the sole discretion of CareerZodiac.com.
- All information intimated by the client and displayed by CareerZodiac.com on CareerZodiac.com becomes public knowledge and CareerZodiac.com may at its sole discretion include the vacancy intimated by a client for display on CareerZodiac.com in any other media including the print media at no extra costs to the client and CareerZodiac.com cannot be held liable for usage/publicity of such information.
- CareerZodiac.com 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.
- CareerZodiac.com 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.
- CareerZodiac.com 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 CareerZodiac.com'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.
- The subscriber/Recruiter shall give an undertaking to CareerZodiac.com that the jobs sought to be advertised on the 'Premium Vacancies' and 'Classified' sections of CareerZodiac.com are in existence, genuine and the subscriber has the authority to advertise the jobs.
- CareerZodiac.com 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.
- The subscriber/Recruiter must give an undertaking to CareerZodiac.com that there will be no fee charged from any person who responds to jobs advertised on the 'Premium Vacancy' and 'Classified' sections of CareerZodiac.com for processing of such person.
- CareerZodiac.com reserves its right to change the look, feel, design, prominence, depiction, classification of the classified and/or Premium Vacancies section of CareerZodiac.com at any time without assigning any reason and without giving any notice.
- The subscriber to this service shall be entitled to such number of listings during the period of subscription as may be agreed upon.
- This subscription is neither re-saleable nor transferable by the subscriber to any other person, corporate body, firm or individual.

- The subscriber shall be assigned a password (s) by CareerZodiac.com 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 CareerZodiac.com 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. CareerZodiac.com undertakes to take all reasonable precautions at its end to ensure that there is no leakage/misuse of the password granted to the subscriber.
- 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
- All disputes arising out of the transactions between a user and CareerZodiac.com will be resolved in accordance with the laws of India as applicable.
- All Disputes arising out of the transactions between a user and CareerZodiac.com will be subject to the jurisdiction of Courts situate in Ahmedabad, Gujarat india. alone.

## 6. Vacancy Gallery

- CareerZodiac.com shall place the information in the Job Gallery, Premium Vacancies and Classified sections on the website CareerZodiac.com or such other mirror or parallel site(s) as CareerZodiac.com may deem fit and proper but such additional web hosting shall be without any extra cost to the subscriber / user.
- Each insertion so displayed in the classified and Premium vacancies section of CareerZodiac.com shall be for a fixed period (currently 30 days), which period is subject to change without notice.
- The Subscriber/Recruiter will provide up to a maximum of 5 email id's for vacancies posted on CareerZodiac.com in the classified and Premium vacancies section to collect response(s) 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.
- CareerZodiac.com 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, shall be refunded to the subscriber on a pro-rata basis at the sole discretion of CareerZodiac.com.
- 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 CareerZodiac.com against all claims, damages arising out of actions/claims that may be made in relation to the same.
- CareerZodiac.com has the right to make all such modifications/editing of the vacancy details in order to fit its database
- CareerZodiac.com offers neither guarantee nor warranties that there would be a satisfactory response or any response at all once the job vacancy is put on display.
- All information intimated by the client and displayed by CareerZodiac.com on CareerZodiac.com becomes public knowledge and CareerZodiac.com may at its sole discretion include the vacancy intimated by a client for display on CareerZodiac.com in any other media including the print media at no extra costs to the client and CareerZodiac.com cannot be held liable for usage/publicity of such information.
- CareerZodiac.com 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.
- CareerZodiac.com 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 CareerZodiac.com'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.
- The subscriber/Recruiter shall give an undertaking to CareerZodiac.com that the jobs sought to be advertised on the 'Job Gallery' 'Premium Vacancies' and 'Classified' sections of CareerZodiac.com are in existence, genuine and the subscriber has the authority to advertise the jobs.
- CareerZodiac.com 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.
- The subscriber/Recruiter must give an undertaking to CareerZodiac.com that there will be no fee charged from any person who responds to jobs advertised on the 'Job Gallery' 'Premium Vacancy' and 'Classified' sections of CareerZodiac.com for processing of such person.

- CareerZodiac.com reserves its right to change the look, feel, design, prominence, depiction, classification of any section of CareerZodiac.com at any time without assigning any reason and without giving any notice.
- The subscriber to this service shall be entitled to such number of listings during the period of subscription as may be agreed upon.
- This subscription is neither re-saleable nor transferable by the subscriber to any other person, corporate body, firm or individual.
- This service entitles one company/entity alone to put up a Micro site within the domain of CareerZodiac.com having a maximum size of 10 K during the validity period of subscription.
- The subscriber shall be assigned a password (s) by CareerZodiac.com 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 CareerZodiac.com 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. CareerZodiac.com undertakes to take all reasonable precautions at its end to ensure that there is no leakage/misuse of the password granted to the subscriber.
- 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
- All disputes arising out of the transactions between a user and CareerZodiac.com will be resolved in accordance with the laws of India as applicable.
- All Disputes arising out of the transactions between a user and CareerZodiac.com will be subject to the jurisdiction of Courts situate in Ahmedabad, Gujarat India, alone.

### **7. Best Employers to Work**

CareerZodiac.com shall place the information in the Best Places to Work Section, Premium Vacancies and Classified sections on the website CareerZodiac.com or such other mirror or parallel site(s) as CareerZodiac.com may deem fit and proper but such web host shall be without any extra cost to the subscriber / user.

- Each insertion so displayed in the classified Premium vacancies and other section(s) of CareerZodiac.com shall be for a fixed period (currently 30 days), which period is subject to change without notice
- The Subscriber/Recruiter will provide up to a maximum of 5 email id's for vacancies posted on CareerZodiac.com in the classified and Premium vacancies section(s) to collect response(s) if any. The contact information given by the subscriber for all listings should be the same and the subscriber cannot give multiple contact information/data for the purpose of listing
- CareerZodiac.com 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, shall be refunded to the subscriber on a pro-rata basis at the sole discretion of CareerZodiac.com
- 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 CareerZodiac.com against all claims, damages arising out of actions/claims that may be made in relation to the same.
- CareerZodiac.com has the right to make all such modifications/editing of the vacancy details in order to fit its database
- CareerZodiac.com 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
- All information intimated by the client and displayed by CareerZodiac.com on CareerZodiac.com becomes public knowledge and CareerZodiac.com may at its sole discretion include the vacancy intimated by a client for display on CareerZodiac.com in any other media including the print media at no extra costs to the client and CareerZodiac.com cannot be held liable for usage/publicity of such information
- CareerZodiac.com 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
- The subscriber may also be offered other services, including use of the Smart Hire [mini], access to Zodiac Access (Resume Database) for the period of subscription and banners on a "run of the website" basis as agreed with CareerZodiac.com
- CareerZodiac.com 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 CareerZodiac.com'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
- CareerZodiac.com 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 subscriber/Recruiter shall give an undertaking to CareerZodiac.com that the jobs sought to be advertised on the 'Best Places to Work' 'Premium Vacancies' and 'Classified' sections of CareerZodiac.com are in existence, genuine and the subscriber has the authority to advertise the jobs.
  - The subscriber/Recruiter must give an undertaking to CareerZodiac.com that there will be no fee charged from any person who responds to jobs advertised on the 'Best Places to Work' 'Premium Vacancy' and 'Classified' sections of CareerZodiac.com for processing of such person
  - CareerZodiac.com reserves its right to change the look, feel, design, prominence, depiction, classification of any section of CareerZodiac.com at any time without assigning any reason and without giving any notice
  - The subscriber to this service shall be entitled to such number of listings during the period of subscription as may be agreed upon
  - This subscription is neither re-saleable nor transferable by the subscriber to any other person, corporate body, firm or individual
  - This service entitles one company/entity alone to put up a Micro site within the domain of CareerZodiac.com having a maximum size of 50 K during the validity period of subscription
  - The subscriber shall be assigned a password (s) by CareerZodiac.com 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 CareerZodiac.com 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. CareerZodiac.com undertakes to take all reasonable precautions at its end to ensure that there is no leakage/misuse of the password granted to the subscriber.
  - 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
  - All disputes arising out of the transactions between a user and CareerZodiac.com will be resolved in accordance with the laws of India as applicable.
  - All Disputes arising out of the transactions between a user and CareerZodiac.com will be subject to the jurisdiction of Courts situate in Ahmedabad, Gujarat india. alone.

#### **8. Manual Short listing**

- CareerZodiac.com 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 CareerZodiac.com 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.
- CareerZodiac.com 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
- CareerZodiac.com 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 CareerZodiac.com'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
- CareerZodiac.com 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
- This subscription is neither re-saleable nor transferable by the subscriber to any other person, corporate body, firm or individual
- 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
- 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.
- Payments to recruiters are not advised and shall be at your own risk.
- All disputes arising out of the transactions between a user and CareerZodiac.com will be resolved in accordance with the laws of India as applicable.

- All Disputes arising out of the transactions between a user and CareerZodiac.com will be subject to the jurisdiction of Courts situate in Ahmedabad, Gujarat India. alone.

#### **9. Display of Banners**

- CareerZodiac.com 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.
- CareerZodiac.com will display the banners on all the relevant/specified sections of the site on a rotation basis
- CareerZodiac.com 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
- CareerZodiac.com offers no guarantee nor warranties that there would be a satisfactory response or any response at all once the banners are put on display
- CareerZodiac.com 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 CareerZodiac.com'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
- CareerZodiac.com 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
- This subscription is neither re-saleable nor transferable by the subscriber to any other person, corporate body, firm or individual
- The subscriber/Recruiter/Advertiser must give an undertaking to CareerZodiac.com that there will be no fee charged from any person who responds to jobs advertised on CareerZodiac.com for processing of applications / responses from such person
- 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 career shall be prepared as per the instructions received from the users, CareerZodiac.com shall not be responsible for the users misappropriation of the Trade Mark/ Copyright or any other Intellectual Property Right sought to be passed of as that of the user.
- All disputes arising out of the transactions between a user and CareerZodiac.com will be resolved in accordance with the laws of India as applicable.
- All Disputes arising out of the transactions between a user and CareerZodiac.com will be subject to the jurisdiction of Courts situate in Ahmedabad, Gujarat india. alone.

#### **10. Smart Hire [Mini]**

- CareerZodiac.com agrees to provide the service to the subscriber only for the duration contracted for to the best of its ability.
- CareerZodiac.com 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, shall be refunded by CareerZodiac.com to the subscriber at the discretion of CareerZodiac.com.
- CareerZodiac.com offers no guarantee nor warranties that there would be a satisfactory response or any response at all subscriber for applications received using the Smart Hire [mini] software
- CareerZodiac.com 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
- CareerZodiac.com 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 CareerZodiac.com'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
- CareerZodiac.com 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 subscriber/Recruiter shall give an undertaking to CareerZodiac.com that the jobs sought to be advertised on the CareerZodiac.com are in existence, genuine and the subscriber has the authority to recruit /advertise for such vacancies
- CareerZodiac.com reserves its right to change the look, feel, design, prominence, depiction, classification of any section of CareerZodiac.com at any time without assigning any reason and without giving any notice
- The subscriber/Recruiter must give an undertaking to CareerZodiac.com that there will be no fee charged from any person who responds to jobs advertised on CareerZodiac.com for processing of such person
- The subscriber can store data at the CareerZodiac.com server which shall not be in excess of 10 MB during the validity period of the subscription. CareerZodiac.com will not be responsible for restoring data against subscriptions that have expired or for vacancies that have been removed
- This subscription is neither re-saleable nor transferable by the subscriber to any other person, corporate body, firm or individual
- The subscriber shall be assigned a password (s) by CareerZodiac.com 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 CareerZodiac.com 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. CareerZodiac.com undertakes to take all reasonable precautions at its end to ensure that there is no leakage/misuse of the password granted to the subscriber
- 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
- All disputes arising out of the transactions between a user and CareerZodiac.com will be resolved in accordance with the laws of India as applicable.
- All Disputes arising out of the transactions between a user and CareerZodiac.com will be subject to the jurisdiction of Courts situate in Ahmedabad, Gujarat india. alone.
- 11. Zodiac Access
- CareerZodiac.com agrees to provide the service to the subscriber only for the duration contracted for to the best of its ability
- CareerZodiac.com 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 CareerZodiac.com at a prorata basis to the subscriber at its discretion. 2A. The subscriber shall be entitled to 2 user names / passwords to access the ZODIAC ACCESS service alone and additional user names / passwords may be provided by CareerZodiac.com on such terms and conditions as may be mutually agreed upon.
- CareerZodiac.com offers no guarantee nor warranties that there would be a satisfactory response or any response at all subscriber for applications received using the Smart Hire [mini] software
- CareerZodiac.com 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
- CareerZodiac.com 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 CareerZodiac.com'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
- CareerZodiac.com 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 subscriber/Recruiter shall give an undertaking to CareerZodiac.com that the jobs sought to be filled through CareerZodiac.com 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
- CareerZodiac.com reserves its right to change the look, feel, design, prominence, depiction, classification of any section of CareerZodiac.com at any time without assigning any reason and without giving any notice
- The subscriber/Recruiter must give an undertaking to CareerZodiac.com that there will be no fee charged from any person who is contacted through ZODIAC ACCESS for processing of such person

- This subscription is neither re-saleable nor transferable by the subscriber to any other person, corporate body, firm or individual concern
- The subscriber shall be assigned a password (s) by CareerZodiac.com 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 CareerZodiac.com 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. CareerZodiac.com undertakes to take all reasonable precautions at its end to ensure that there is no leakage/misuse of the password granted to the subscriber
- The information on CareerZodiac.com is for use by its subscribers alone and does not authorize the subscriber to download and use the data for commercial purposes. In case any one is found to be in violation of this then CareerZodiac.com at its discretion may suspend its service/subscription and also may take such action as it may be advised
- The subscriber shall not use / circulate / forward a person's resume hosted on the Career Network / Resumes to his / her current employer as mentioned by the person in his / her resume
- 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 CareerZodiac.com .
- All disputes arising out of the transactions between a user and CareerZodiac.com will be resolved in accordance with the laws of India as applicable.
- All Disputes arising out of the transactions between a user and CareerZodiac.com will be subject to the jurisdiction of Courts situated in Ahmedabad, Gujarat India. alone.

**Zodiac Access:** CareerZodiac resume database from where all resumes can be accessed

The subscriber of ZODIAC ACESS at CareerZodiac.com is subject to the **Anti-Spam Policy** given below:

#### **ANTI SPAM POLICY**

The use and access to ZODIAC ACESS 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 classified as spam:

- Unsolicited Bulk Messages/Unsolicited Commercial Messages.
- Non Job related mails.
- Messages with misleading subject lines.
- Blank Messages.
- Extra ordinary High Number of mails.
- Mails soliciting payments.
- Misleading/Fraudulent mails.
- Users agree to indemnify and hold harmless Management 2000 Placements & Recruitments Pvt., Ltd., from any damages or claims arising out of usage of their ZODIAC ACESS 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: [abuse@CareerZodiac.com](mailto:abuse@CareerZodiac.com)

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

### **Use of Web Site Content.**

The Company authorizes You to view and access a single copy of the content available on or from CareerZodiac.com (the "Web Site") solely for your personal, noncommercial use.

The contents of this Web Site, and of all other websites under the Company's control, whether partial or otherwise (the Website and such other websites are sometimes collectively referred to as "Career Sites") such as text, graphics, images, logos, button icons, software and other Web Site content (collectively, "Web Site Content"), are protected under both United States and foreign copyright, trademark and other laws. All Web Site Content is the property of the Company or its content suppliers or clients. The compilation (meaning the collection, arrangement and assembly) of all content on this Web Site is the exclusive property of the Company and protected by Inian Law. Unauthorized use of the Web Site Content may violate copyright, trademark, and other laws. You must retain all copyright, trademark, service-mark and other proprietary notices contained in the original Web Site Content on any copy You make of the Web Site Content. You may not sell or modify the Web Site Content or reproduce, display, publicly perform, distribute, or otherwise use the Web Site Content in any way for any public or commercial purpose. The use of the Web Site Content on any other web site or in a networked computer environment for any purpose is prohibited.

You shall not copy or adapt the HTML code that the Company creates to generate any Web Site Content or the pages making up any Career Site. It is also protected by the Company's copyright.

### **Acceptable Site Use.**

General Rules: Users may not use any Career Site in order to transmit, distribute, store or destroy material, including without limitation Web Site Content, (a) in violation of any applicable law or regulation, (b) in a manner that will infringe the copyright, trademark, trade secret or other intellectual property rights of others or violate the privacy, publicity or other personal rights of others, or (c) that is defamatory, obscene, threatening, abusive or hateful.

### **CareerZodiac Security Rules.**

Users are prohibited from violating or attempting to violate the security of any Career Site, including, without limitation, (a) accessing data not intended for such user or logging into a server or account which the user is not authorized to access, (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization, (c) attempting to interfere with service to any user, host or network, including, without limitation, via means of submitting a virus to any Career Site, overloading, "flooding", "spamming", "mailbombing" or "crashing", (d) sending unsolicited e-mail, including promotions and/or advertising of products or services, or (e) forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting. Violations of system or network security may result in civil or criminal liability. The Company will investigate occurrences which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations.

### **Specific Prohibited Uses.**

Career Sites may be used only for lawful purposes by individuals seeking employment and career information and employers seeking employees. The Company specifically prohibits any use of the Web Site, and all users agree not to use the Web Site, for any of the following:

- Posting any incomplete, false or inaccurate biographical information or information which is not your own accurate resume (living individual seeking employment on a full-time or part-time basis on his or her own behalf).
- Posting any franchise, pyramid scheme, "club membership", distributorship or sales representative agency arrangement or other business opportunity which requires an up front or periodic payment, pays commissions only (except for postings that make clear that the available job pays commission only and clearly describes the product or service that the job seeker would be selling, in which case such postings are permissible), requires recruitment of other members, sub-distributors or sub-agents.
- Deleting or revising any material posted by any other person or entity.
- Using any device, software or routine to interfere or attempt to interfere with the proper working of any Career Site or any activity being conducted on this site.
- Taking any action which imposes an unreasonable or disproportionately large load on any Career Site's infrastructure.

- If You have a password allowing access to a non-public area of this Web Site, disclosing to or sharing your password with any third parties or using your password for any unauthorized purpose.
- Notwithstanding anything to the contrary contained herein, using or attempting to use any engine, software, tool, agent or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search any Career Site other than the search engine and search agents available from the Company on such Career Site and other than generally available third party web browsers (e.g., Netscape Navigator, Microsoft Explorer).
- Attempting to decipher, decompile, disassemble or reverse engineer any of the software comprising or in any way making up a part of any Career Site.
- Aggregating, copying or duplicating in any manner any of the Web Site Content or information available from any Career Site.
- Framing of or linking to any of the Web Site Content or information available from any Career Site.

### **Company has No Liability**

CareerZodiac.com is only a venue/only a platform. This Web Site acts as a venue/platform for employers to post job opportunities and candidates to post resumes and does not screen or censor the listings offered. The Company is not involved in the actual transaction between employers and candidates. As a result, the Company has no control over the quality, safety or legality of the jobs or resumes posted, the truth or accuracy of the listings, the ability of employers to offer job opportunities to candidates or the ability of candidates to fill job openings. In addition, note that there are risks, including but not limited to the risk of physical harm, of dealing with strangers, foreign nationals, underage persons or people acting under false pretenses. You assume all risks associated with dealing with other users with whom you come in contact through the Web Site and/or the other Career Sites.

Because user authentication on the Internet is difficult, the Company cannot and does not confirm that each user is who they claim to be. Because we do not and cannot be involved in user-to-user dealings or control the behavior of participants on any Career Site, in the event that You have a dispute with one or more users, You release the Company (and our agents and employees) from claims, demands and damages (actual and consequential, direct and indirect) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

We are under no legal obligation to, and generally do not, control the information provided by other users which is made available through the Web Site and/or the other Career Sites. By its very nature, other people's information may be offensive, harmful or inaccurate, and in some cases will be mislabeled or deceptively labeled. We expect that You will use caution and common sense when using this Web Site and/or the other Career Sites.

The Web Site Content may contain inaccuracies or typographical errors. The Company makes no representations about the accuracy, reliability, completeness, or timeliness of any Career Site or the Web Site Content. The use of Career Sites and the Web Site Content is at your own risk. Changes are periodically made to Career Sites and may be made at any time.

You acknowledge and agree that you are solely responsible for the form, content and accuracy of any resume or material contained therein placed by you on the Career Sites. Employers are solely responsible for their postings on Career Sites. The Company is not to be considered to be an employer with respect to your use of any Career Site and the Company shall not be responsible for any employment decisions, for whatever reason made, made by any entity posting jobs on any Career Site.

THE COMPANY DOES NOT WARRANT THAT ANY CAREER SITE WILL OPERATE ERROR-FREE OR THAT ANY CAREER SITE AND ITS SERVER ARE FREE OF COMPUTER VIRUSES OR OTHER HARMFUL MECHANISMS. IF YOUR USE OF ANY CAREER SITE OR THE WEB SITE CONTENT RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, THE COMPANY IS NOT RESPONSIBLE FOR THOSE COSTS. THE CAREER SITES AND WEB SITE CONTENT ARE PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTIES OF ANY KIND. THE COMPANY, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE AND NON-INFRINGEMENT. THE COMPANY MAKES NO WARRANTIES ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF THE WEB SITE CONTENT, SERVICES, SOFTWARE, TEXT, GRAPHICS, AND LINKS.

### **Disclaimer of Consequential Damages.**

IN NO EVENT SHALL THE COMPANY, ITS SUPPLIERS, OR ANY THIRD PARTIES MENTIONED ON ANY CAREER SITE BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, INCIDENTAL AND CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION) RESULTING FROM THE USE OR INABILITY TO USE ANY CAREER SITE AND THE WEB SITE CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### **Links to Other Sites**

The Web Site and certain other Career Sites contain links to third party web sites. These links are provided solely as a convenience to You and not as an endorsement by the Company of the contents on such third-party Web sites. The Company is not responsible for the content of linked third-party sites and does not make any representations regarding the content or accuracy of materials on such third party Web sites. If You decide to access linked third party Web sites, You do so at your own risk.

### **No Resale or Unauthorized Commercial Use**

You agree not to resell or assign your rights or obligations under these Terms of Use. You also agree not to make any unauthorized commercial use of any Career Site.

### **LIMITATION OF LIABILITY**

CareerZodiac.com MAXIMUM LIABILITY ARISING OUT OF OR IN CONNECTION WITH ANY CAREER SITE OR YOUR USE OF THE WEB SITE CONTENT, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE), WILL NOT EXCEED Rs.100.

### **Termination.**

The Company reserves the right, at its sole discretion, to pursue all of its legal remedies, including but not limited to deletion of your postings from this Web Site and the other Career Sites and immediate termination of your registration with or ability to access this Web Site and the other Career Sites and/or any other service provided to You by the Company, upon any breach by You of these Terms and Conditions or if the Company is unable to verify or authenticate any information You submit to the Web Site or other Career Site registration.

### **Indemnity**

You agree to defend, indemnify, and hold harmless the Company, its officers, directors, employees and agents, from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees, alleging or resulting from (i) any material You provide to a Career Site, (ii) any Web Site Content that You use or (iii) your breach of the terms of these Terms and Conditions. The Company shall provide notice to You promptly of any such claim, suit, or proceeding and shall assist You, at your expense, in defending any such claim, suit or proceeding.

### **General**

The Company makes no claims that the Web Site Content may be lawfully viewed or accessed outside India. Access to the Web Site Content may not be legal by certain persons or in certain countries. If You access the Web Site from outside India You do so at your own risk and are responsible for compliance with the laws of your jurisdiction. This Agreement is governed by the laws of Republic of India. You hereby irrevocably consent to the exclusive jurisdiction and venue of courts in Ahmedabad, India, in all disputes arising out of or relating to the use of the careerzodiac sites/services. Use of the careerzodiac sites/services is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph.

You agree to indemnify and hold Career Zodiac.com its subsidiaries, affiliates, officers and employees, harmless from any claim, demand, or damage, including reasonable attorneys' fees, asserted by any third party due to or arising out of your use or conduct on the careerzodiac sites/services including its contents, without your prior permission if careerzodiac.com has a good faith belief that such action is necessary to. Out of your use of or conduct on the careerzodiac sites/services. CareerZodiac reserves the right to disclose any personal information about you or your use of the CareerZodiac.com sites/services, including its contents, without your prior permission if CareerZodiac.com has a good faith belief that such action is necessary to

1) conform to legal requirements or comply with legal process; (2) protect and defend the rights or property of CareerZodiac.com or its affiliated companies; (3) enforce the terms or use; or (4) act to protect the interests of its members or others. CareerZodiac.com performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of CareerZodiac.com's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the CareerZodiac.com sites/services or information provided to or gathered by CareerZodiac.com with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and CareerZodiac.com with respect to the CareerZodiac.com sites/services and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and CareerZodiac.com with respect to the CareerZodiac.com sites/services

If any provision of these Terms and Conditions are found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms and Conditions, which shall remain in full force and effect. No waiver of any term of these Terms and Conditions shall be deemed a further or continuing waiver of such term or any other term. Except as expressly provided in additional terms of use for areas of the Web Site, a particular "Legal Notice," or Software License or material on particular Web pages, these Terms and Conditions constitute the entire agreement between You and the Company with respect to the use of Web Site. No changes to these Terms and Conditions shall be made except by a revised posting on this page.

#### **Additional Terms of Use**

Certain areas of this Web Site and the other Career Sites are subject to additional terms of use. By using such areas, or any part thereof, you agree to be bound by the additional terms of use applicable to such areas.

**-: End of the "Terms & Conditions" Document :-**