

Welcome to nipunas.com.

Definitions:

nipunas.com: An internet website, hereinafter called as "the site", is owned and operated by or on behalf of Shyamas Services (SS), who is engaged in the business of on-line service to post and search employment opportunities and User/Subscriber resumes. This site is meant for job seekers and Employers/Consultants.

User / Subscriber / You: An individual or corporate subscriber for the Services and the signatory, hereinafter called as "users" whose particulars are contained in the application form and includes his successors and permitted assignees.

We recognize that visitors to our site may be concerned about the information they provide to us, and how we treat that information. Our Terms for use and The Privacy Policy addresses those concerns. These policies may be changed or updated from time to time, without prior notice to its User/Subscribers.

Terms and Conditions include Privacy Policy also and by using nipunas.com you are indicating your acceptance of Terms and Conditions and Privacy Policy. You are requested to visit this site sporadically and review the terms and conditions, as these rules and regulations are binding on you.

Eligibility

You must be 18 years or older to use the nipunas.com. S/he should have the right, authority, sound mind and capacity to abide the Terms and Conditions and any and all applicable laws and regulations.

Nipunas.com is not intended for children under 13 years of age. We do not knowingly collect personal information from children under 13.

Registration

Resume registration and Employer Registration is absolutely free.

As stated in the policy, your data as a jobseeker will be released to employers when you apply to their job. Please be advised that some employers might undertake to perform a pre-employment background check on you based on your application and/or interview. By applying for the position, you are deemed to have consented to such a pre-employment background check being undertaken with no further notice or consent required.

General Terms for use:

Take your time to read the Terms and Conditions carefully!

This is an agreement between you and nipunas.com. This agreement governs your use of nipunas.com and all its services. nipunas.com provides free registration along with some of its paid services.

If you do not agree with any of these statements, please abstain from accessing the site and any of its services. These Terms and Conditions are subject to changes and modifications from time to time.

All amendments will become active within 48 hours after they have been posted and anyhow, by using the service in any way, you are agreeing to comply with these terms and conditions. Users are authorised to use the nipunas.com data only for personal use. The content of the site such as text, graphics, images, logos, button icons, software, photos, profiles, audio and video clips, links articles and all such items (materials) are protected both in India and foreign countries, under copyright, trademark and other applicable laws.

Users are hereby restricted to transmit, distribute, store or destroy material,

- in violation of any applicable law or regulation,
- 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
- That is defamatory, obscene, threatening, abusive or hateful.
- The list below is for illustration only and is not a complete list of all **prohibited** User/Subscriber Content :
- accessing data not intended for such User/Subscriber or logging into a server or account which the User/Subscriber is not authorized to access;
- attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization;
- attempting to interfere with service to any User/Subscriber, host or network, including, without limitation, via means of submitting a virus to the site and overloading, "flooding", "spamming", "mail bombing" or "crashing"; or
- Forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting.
- post jobs or content on nipunas.com that contain any hyperlinks, "hidden" keywords or any keywords that are irrelevant to the job or are otherwise misleading contained in a job posting are prohibited;

- post jobs for modelling or talent or talent scouting positions on this site
- use this site's data base for any purpose other than as an employer seeking employees, including but not limited to using the information in the data base to sell or promote any products or services;
- post or submit to the site any incomplete, false or inaccurate biographical information or information which is not your own;
- post on the site 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;
- send unsolicited mail or e-mail, making unsolicited phone calls or send unsolicited faxes regarding promotions and/or advertising of products or services to a User/Subscriber of nipunas.com
- delete or revise any material posted by any other person or entity;
- take any action that imposes an unreasonable or disproportionately large load on the site's infrastructure;
- notwithstanding anything to the contrary contained herein, use or attempt 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 this site other than the search engine and search agents available from this site and other than generally available third party web browsers (e.g., Netscape Navigator, Microsoft Explorer);
- attempt to decipher, decompile, disassemble or reverse engineer any of the software comprising or in any way making up a part of this Site;
- aggregate, copy or duplicate in any manner any of the nipunas.com content or information available
- establish any deep link or other connection to any specific page of nipunas.com other than the Home Page without obtaining prior consent of SS.
- duplicate, download publish, modify and distribute material on nipunas.com unless specifically authorized by SS in this regard

Using content from nipunas.com for derivative works with a commercial motive without prior written consent from SS is strictly prohibited.

- not to circumvent nipunas.com methods to exclude Robots etc from crawling the website and scraping content.
- introduce / post or transmit information or software, which contains a computer virus, or a contaminant, worm or other harmful components on the internet or on nipunas.com site or sub-domains or on any affiliate sites or any other network system.
- is implicitly or explicitly offensive, such as User/Subscriber Content that engages in, endorses or promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
- harasses, incites harassment or advocates harassment of another any group or individual;
- involves the transmission of "junk mail", "chain letters," or unsolicited mass mailing or "spamming";
- promotes or endorses false or misleading information or illegal activities or conduct that is abusive, threatening, obscene, defamatory or libellous;
- promotes or endorses an illegal or unauthorized copy of another person's copyrighted work, such as providing or making available pirated computer programs or links to them, providing or making available information to circumvent manufacture-installed copy-protect devices, or providing or making available pirated music or other media or links to pirated music or other media files;
- contains restricted or password only access pages, or hidden pages or images;
- displays or links to pornographic, indecent or sexually explicit material of any kind;
- Uploading viruses or bugs onto the server or any other activity that may cause nipunas.com to lose control over its ISP's or that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.
- Contact anyone who has asked not to be contacted.
- Use the email function on nipunas.com to send unsolicited emails or use addresses found on nipunas.com to send unsolicited Mails (SPAM).
- Collect data on the nipunas.com website about other users for commercial or unlawful usage.
- Infringe on a third party's rights, especially copyright, trademark,

or patent as this could also land you in legal trouble.

- The use of pornographic images or articles. Use abusive, sexually explicit or derogatory language.
- Linking images, feedback or articles from another site especially if they are copyrighted or get attracted under intellectual property rights.
- Do any activities, which shall directly or indirectly amount to hacking.
- Any activity that may interfere in proper working of the any measures we use to restrict access to our website.
- You will not engage in any activity that may interfere in proper working of the any measures we use to restrict access to our website.
- There will be no misuse or use of content that is not yours without prior consent.
- There will be no unauthorized access to data that is private and confidential.
- Defamatory, libellous, unlawfully threatening or unlawfully harassing.
- Create liability for us or cause us to lose (in whole or in part) the services of our ISP's or other suppliers; and
- Link directly or indirectly to or include descriptions of items, goods or services that:
 - are prohibited under the terms and conditions;
 - you do not have a right to link to or include.
 - provides or links to material that exploits people under the age of 18 in a sexual, violent or other manner, or solicits personal information from anyone under 18; or

provides instructional information about illegal activities or other activities prohibited by these Terms, including without limitation, making or buying illegal weapons, violating someone's privacy, or provides or creates computer viruses or pirating any media; and solicits passwords or personal identifying information from other User/Subscribers;

S/he shall be prohibited to introduce post or transmit any information or software, which contains a virus, worm or other harmful component into the internet or nipunas.com network system.

Violations of system or network security may result in civil or criminal liability.

Examples of illegal or unauthorized uses include, but are not limited to:

- modifying, adapting, translating, or reverse engineering any portion of the nipunas.com service;
- removing any copyright, trademark or other proprietary rights notices contained in or on the nipunas.com service;
- using any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the nipunas.com service;
- collecting any information about other Members (including User/Subscriber names and/or email addresses) for unauthorized purposes;
- reformatting or framing any portion of the web pages that are part of the nipunas.com service;
- creating User/Subscriber accounts by automated means or under false or fraudulent pretences;
- creating or transmitting unwanted electronic communications such as "spam," or chain letters to other Members or otherwise interfering with other Member's enjoyment of the service;
- submitting Materials of any third party without such third party's prior written consent;
- directing any User/Subscriber (for example, by linking) to any Materials of any third party without such third party's prior written consent;
- submitting Materials that falsely express or imply that such Materials are sponsored or endorsed by nipunas.com;
- submitting Materials that infringe, misappropriate or violate the intellectual property, publicity, privacy or other proprietary rights of any party;
- transmitting any viruses, worms, defects, Trojan horses or other items of a destructive nature;
- submitting Materials that are unlawful or promote or encourage illegal activity; or
- submitting false or misleading information.

You may, however, download and print the Materials on this website for personal, non-commercial use provided you do not modify the Materials and that you retain all copyright and other proprietary notices contained in the materials.

This site is only meant for jobseekers / employers, who can form legally binding contracts under applicable law and are willing to use it for lawful purposes, such as for jobseekers - seeking employment and career

information and employers - seeking employees.

Obligations of a User/Subscriber

By using nipunas.com website the User/Subscriber/visitor/subscriber **undertakes / expressly declares** that:

- the services offered by nipunas.com / SS 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. SS reserves the right to filter and monitor and block the emails sent by you/User/Subscriber using the servers maintained by SS to relay emails. All attempts shall be made by SS and the User/Subscriber to abide by International Best Practices in containing and eliminating Spam.
- not to spam the database maintained by nipunas.com / SS or indiscriminately and repeatedly forward mail that may be considered spam etc. etc. Any conduct of the User/Subscriber in violation of this clause shall entitle SS to forthwith terminate all services to the User/Subscriber without notice and to forfeit any amounts paid by him.
- the resume/insertion or information/ data being fed into the site is correct and complete in all respects and does not contain any false, distorted, manipulated, fraudulent or misleading facts or statements.
- Any licenses, permits, consents, approvals and intellectual property or other rights as may be required for using the Service shall be obtained by the User/Subscriber at his own cost.
- The User/Subscriber will ensure compliance with all notices or instructions given by Shyamas Services from time to time to enable the use of the Service.
- The User/Subscriber understands and agrees that S/he is liable to pay all applicable taxes as per the law other along with the cost for using nipunas.com service.
- The User/Subscriber shall be solely responsible for all information retrieved, stored and transmitted through the service by him.
- The User/Subscriber shall keep secrecy / confidentiality of the information he accrues, about any person through the User/Subscriber's password and User/Subscriber identification and all activities and transmission performed by the User/Subscriber through his User/Subscriber identification.
- The User/Subscriber shall immediately notify Shyamas Services of any un-authorized use of information through is account or any other breach of security known to him/her.

▪ The User/Subscriber shall promptly make the payment to Shyamas Services towards the Subscription Fees as and when it becomes payable.

- The User/Subscriber shall be responsible for the set-up or configuration of his equipment for access to the Service.
- Nipunas.com in its sole discretion shall reserve the right to edit, modify and alter the content of any advertisements that are placed online with nipunas.com shall be reflected after 48 hours. The User/Subscriber further agrees to the stipulated 48 hours processing.
- The User/Subscriber undertakes not to resell or assign his/her rights or obligations under these Terms & Conditions and agrees not to make any unauthorized commercial use of the Service.
- The User/Subscriber shall comply with all applicable laws (and shall not contravene any applicable law) of India relating to the Services, including any regulation made pursuant thereto
- The User/Subscriber shall not use the Service for any unlawful purpose including without limitation criminal purposes.
- The User/Subscriber shall give out to Shyamas Services a non-exclusive, worldwide, royalty-free, irrevocable, sub-license able (through multiple tiers) right to exercise all copyright and publicity rights, in any existing or future media, known or unknown, over the material or User/Subscriber Data displayed in your listings. For the purpose of this Agreement, "User/Subscriber Data" shall mean all information (if any) submitted by the User/Subscriber to nipunas.com with the exception of trading data, credit card numbers, checking account numbers, etc. "Individually Identifiable User/Subscriber Data" shall mean that subset of "User/Subscriber Data" which can be reasonably used to identify a specific individual such as their name, address, phone number, etc. The User/Subscriber Data shall be deemed to be the property of nipunas.com. The User/Subscriber shall take all reasonable efforts to ensure that it is accurate and complete and not misleading in any way.
- not violate, or attempt to violate the security of nipunas.com and/or any web sites linked to nipunas.com or gain un-authorized access any information regarded as private by other User/Subscribers or persons, including but without limitation to accessing data and information not intended for them or logging onto a server or account which the User/Subscriber is not authorized to access, attempting to probe, scan or test the vulnerability of a system or network or attempting to breach security or authentication.
- S/he is the sole responsible person for maintaining confidentiality

of the User/Subscriber password and User/Subscriber identification and all activities and transmission performed by the User/Subscriber through his User/Subscriber 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 Shyamas Services 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.

- S/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 there under, while assessing or feeding any resume/ insertion or information/data into the computers, computer systems or computer network of Shyamas Services. The said User/Subscriber/ subscriber/ visitor to nipunas.com and/or its affiliated websites does further unambiguously 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/her/their acts, deeds and things and that s/he alone shall be liable for civil and criminal liability there under or under any other law for the time being in force.
- S/he 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.
- not to breach 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.
- Shyamas Services has performed all due diligence within the meaning of the IT Act, 2000 with respect to the User/Subscriber and his interaction with the computers, computer systems or computer network of Shyamas Services.

On registration your resume with nipunas.com the User/Subscriber agrees / understands to:

Making your resume searchable to paying clients of SS who subscribe our database. You may be contacted by subscribers of our database 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 SS will not be held responsible for contacts/mails received by you.

Receive job alerts (mails detailing jobs that match your profile as entered on nipunas.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

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. Only insertions with contact information registered with Shyamas Services will be displayed on the site

The User/Subscriber agreement between a User/Subscriber/subscriber and

SS will be treated as having been terminated in the following events:

(i) On completion of the term for which the User/Subscriber/subscriber engages the services of the website; or

(ii) In case the User/Subscriber/subscriber violates any of the conditions of this agreement or any other agreement entered into by him with SS, however, such termination will be at the option and discretion of SS; or

(iii) In writing and on such terms as agreed to by the parties mutually.

The User/Subscriber of these services does not claim any copyright or other Intellectual Property Right over the data/resume uploaded by him/her on the website.

Shyamas Services neither guarantees nor offers any warranty about the credentials bona fide, status or otherwise of the prospective employer/organization which downloads the resume/ insertion or information/data and uses it to contact the User/Subscriber.

Shyamas Services 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/Subscriber 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 Shyamas Services' 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/Subscriber 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 Shyamas Services by the User/Subscriber, for going out of station or in station for any job or interview. Shyamas Services assumes no responsibility in respect thereof and expressly disclaims any liability for any act, deed or thing which the User/Subscriber 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 Shyamas Services.

Uploading of multiple resumes beyond a permissible / reasonable limit by the same individual, using the same or different accounts shall entitle Shyamas Services to remove the Resumes without notice to the subscriber. This service is only meant for candidates/jobseekers looking for suitable jobs. Any usage with commercial intent is prohibited.

Shyamas Services reserves its right to reject and delete any resume/ insertion or information/data fed in by the User/Subscriber without assigning any reason.

This free service entitles the User/Subscriber 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/Subscriber.

Shyamas Services 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 Shyamas Services to enable the subscriber to access all the information received through nipunas.com, but the sole responsibility of the safe custody of the password shall be that of the subscriber and Shyamas Services 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. Shyamas Services 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/Subscriber 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. Shyamas Services shall not be responsible for such insertions / data being accessed by its subscribers or User/Subscribers whose access has not been specifically blocked /debarred by the User/Subscriber while using the privacy settings.

Although Shyamas Services 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/Subscriber for any reason. For best privacy settings we suggest that you do not allow your resume to be searched at all.

All changes / modifications made by the User/Subscriber to the data / information shall be effected and will come into operation only after 24-48 hours of such changes / modifications being made.

Nipunas.com shall reserve the exclusive right to cancel any content whatsoever from being published or reflected on its website or in any other mode. The cancellation charges payable to the User/Subscriber shall be at the applicable rates laid down in the cancellation and refund policy.

The User/Subscriber shall comply with all applicable laws (and shall not contravene any applicable law) of India relating to the Services, including any regulation made pursuant thereto.

The User/Subscriber shall use the Service only for the purpose for which it is subscribed.

The User/Subscriber shall not to print, download, duplicate or otherwise copy, delete, vary or amend or use any data or personal information posted by any User/Subscriber on nipunas.com except such data and information which are posted by the particular User/Subscriber

himself/herself.

The User/Subscriber shall not use the Service for any unlawful purpose including without limitation criminal purposes.

By posting all materials and information at nipunas.com, you grant Shyamas Services / nipunas.com the permission to:

- a) Use, copy, distributes, transmit, or translate.
- b) Sub licenses these rights to an extent that is permissible by law.

Shyamas Services / nipunas.com will not pay you for any submission and we reserve the right to remove your submission at any point.

Shyamas Services / nipunas.com and you are independent contractors and this agreement or the use of Shyamas Services / nipunas.com services does not imply any partnership, joint venture, and employee-employer or franchisee-franchise relationship.

Database Access

By taking access to our data base, the Subscriber clearly understands / agrees that Shyamas Services:

- agrees to provide the service to the subscriber only for the duration contracted for to the best of its ability
- 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 Shyamas Services at a pro rata basis to the subscriber at its discretion.
- will commence providing services only upon receipt of amount/charges upfront either from subscriber or from a third party on behalf of the subscriber.
- offers no guarantee nor did warranties that there would be a satisfactory response or any response at all subscriber for applications receive through our data base services.
- 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 Shyamas Services' 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
- reserves its right to change the look, feel, design, and prominence, and depiction, classification of any section of Nipunas.com at any time without assigning any reason and without

giving any notice.

- shall in no way be held liable for any information received by the subscriber / User/Subscriber and it shall be the sole responsibility of the subscriber/User/Subscriber to check, authenticate and verify the information/response received at its own cost and expense.

Shyamas Services further resolves that:

The subscriber shall be entitled to 2 User/Subscriber names / passwords (one main User/Subscriber and another sub User/Subscriber) to access our data base service alone and additional User/Subscriber names / passwords may be provided by Shyamas Services on such terms and conditions as may be mutually agreed upon.

This subscription is not transferable i.e. it is for the same person throughout the period of subscription and is neither re-saleable nor transferable by the subscriber/User/Subscriber to any other person, corporate body, firm or individual concern.

The liability, if any, of Shyamas Services is limited to extent of the amount paid by the subscriber.

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 subscription is neither re-saleable nor transferable by the subscriber/User/Subscriber to any other person, corporate body, and firm or individual.

The subscriber/Recruiter shall give an undertaking to Shyamas Services that the jobs sought to be filled through nipunas.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.

The subscriber/Recruiter must give an undertaking to Shyamas Services that there will be no fee charged from any person who is contacted through our database for processing of such person

The subscriber/User/Subscriber of our database services shall be assigned password (s) by Shyamas Services to enable the subscriber/User/Subscriber to access our database in agreed upon section(s), but the sole responsibility of the safe custody of the password shall be that of the subscriber and Shyamas Services 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. Shyamas Services 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 Shyamas Services 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 Shyamas Services 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 nipunas.com Network / Resumes to his / her current employer as requested / notified by the person in his / her resume.

The User/Subscriber 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 Shyamas Services.

All disputes arising out of the transactions between a User/Subscriber and Shyamas Services will be resolved in accordance with the laws of India as applicable.

All Disputes arising out of the transactions between a User/Subscriber and Shyamas Services will be subject to the jurisdiction of Courts situated in Kottayam, Kerala, India, alone.

Free Job Vacancy Posting

All registered employers of our site can post their vacancies, free of cost. However, the subscriber/Recruiter shall give an undertaking to Shyamas Services that the jobs sought to be advertised on the classified section of Nipunas.com are in existence, are genuine and that the subscriber has the authority to advertise the jobs.

Only insertions with contact information registered with Shyamas Services will be displayed on the site

By posting a vacancy in our free job posting section, the User/Subscriber clearly understands that Shyamas Services:

- reserves its right to reject any insertion or information/data provided by the subscriber/User/Subscriber without assigning any reason either before uploading or after uploading the vacancy details
- has the right to make all such modifications/editing of the vacancy details in order to fit its database.
- offers neither guarantee nor warranties that there would be a satisfactory response or any response at all once the job is put on display.
- shall in no way be held liable for any information received by the subscriber/User/Subscriber and it shall be the sole responsibility of the subscriber/User/Subscriber to check, authenticate and verify the information/response received at its own cost and expense.

- 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 Shyamas Services' 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.

All information intimated by the client and displayed by Shyamas Services on nipunas.com becomes public knowledge and Shyamas Services may at its sole discretion include the vacancy intimated by a client for display on nipunas.com in any other media including the print media at no extra costs to the client and Shyamas Services cannot be held liable for usage/publicity of such information.

The User/Subscriber of these services does not claim any copyright or other Intellectual Property Right over the data uploaded by him/her on the website.

Advertisements:

Shyamas Services shall place the information only in classified section on the website nipunas.com or such other mirror or parallel site(s) as Shyamas Services may deem fit and proper but such web host shall be without any extra cost to the subscriber / User/Subscriber.

Each insertion so displayed in the classified section of nipunas.com shall be for a fixed period (currently 30 days), which period is subject to change without notice.

Part of the nipunas.com contains advertising/other material submitted to Shyamas Services 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 Shyamas Services will not be responsible for any claim, error, omission or inaccuracy in advertising material. Shyamas Services 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 Shyamas Services terms and conditions which are available on request.

Shyamas Services / nipunas.com offers 100% risk free classifieds and postings in the sense that the listing / job posting has not a legal binding nature. In case of a technical glitch, Shyamas Services / nipunas.com reserves the right to stop, restart, or cancel any listing/ job posting at any time, including before, during and after. It is in the best interest of all users to print a copy or write down the listing number of each listing. It is the sole responsibility of the user to maintain the listing numbers.

Display of Banners

Shyamas Services 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.

Shyamas Services will display the banners on all the relevant/specified sections of the site on a rotation basis.

Shyamas Services 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.

Shyamas Services offers no guarantee nor are warranties that there would be a satisfactory response or any response at all once the banners put on display.

Subscription Charges

Subscription charges are applicable for accessing our database which will be mentioned in our Product Catalogue or as may be prescribed by Shyamas Services from time to time

Liability for the Subscription Charges (along with applicable taxes) shall accrue from the Date of Commencement.

All individual User/Subscribers who access or make postings of information at nipunas.com only for the purpose of seeking employment shall be exempted from the application of this clause.

Payment

Where Subscription / any other service charges accrues it shall be payable at or within such time as stated in the invoice(s) issued by Shyamas Services to the User/Subscriber.

Subscription / any other service charges shall be paid by the User/Subscriber on demand. In case the User/Subscriber disputes the same for any reason whatsoever, s/he shall make the payment towards the Subscription / any other service charges accrued subject to the decision of Shyamas Services on the dispute. In the event Shyamas Services' deciding the dispute in the User/Subscriber's favour, Shyamas Services shall refund to the User/Subscriber any excess amount paid by the User/Subscriber free of interest.

Any delay in the payment by the User/Subscriber of any sums due under this Agreement, Shyamas Services shall have the right to charge interest on the outstanding amount from the date the payment became due until the date of final payment by the User/Subscriber.

Termination of Agreement

Either party to this agreement can terminate this Agreement by giving prior notice of 30 days in writing.

It shall be on the discretion of SS that the period of notice of 30 days may be waived or a shorter period of notice may be accepted in writing from the User/Subscriber. However, SS irrespective of clause 1 and 2 above may terminate this Agreement with immediate effect, without prior notice to the User/Subscriber and without assigning any reason/s whatsoever and further without any prejudice to any/all other rights:

- (a) if in the opinion of Shyamas Services, the User/Subscriber has breached any of the terms and conditions of this agreement or/and,
- (b) if, in the opinion of Shyamas Services or/and any regulatory authority, it is not in the public interest to continue providing the Service to the User/Subscriber for any reason or/and,
- (c) if the User/Subscriber is declared a bankrupt or/and the User/Subscriber enters into any compromise or arrangement with its creditors.

Liabilities upon Termination

If the Agreement is terminated pursuant to clauses set out in XI above, without prejudice to any other remedies available to Shyamas Services, the User/Subscriber shall be liable for subscription charges payable until the Date of Termination. The amounts due and payable to SS by the User/Subscriber upon termination shall be payable within 30 days of the relevant Date of Termination.

Suspension of Service

If any monies payable by the User/Subscriber to SS are not paid on the due date, SS may without prejudice to any other rights or remedies that may be available to it suspend the Service provided to the User/Subscriber and it shall be deemed to be terminated. The date shall be such as stipulated by SS and the User/Subscriber shall be liable for all the charges and fees incurred up to the date. Upon subsequent payment by the User/Subscriber of such charges as demanded by SS, SS may at its discretion and subject to such terms as it deems proper, reconnect the Service.

Shyamas Liability

Shyamas Services 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 Personal Details. Shyamas Services shall share all such information that it has in its possession in response to legal process, such as a court order or subpoena.

Shyamas Services 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.

Shyamas Services gives no guarantees of server uptime or applications working properly. All is on a best effort basis and liability is limited to

refund of amount only. Shyamas Services undertakes no liability for free services.

Shyamas Services 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.

Shyamas Services 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/Subscriber.

Since a User/Subscriber identification is necessary to access the Service; the User/Subscriber shall use only his own User/Subscriber Identification.

It is agreed by the User/Subscriber that he acquires no rights to any mailbox number or/and the User/Subscriber identification or/and circuit reference or/and any codes assigned to him by SS. The User/Subscriber further agrees that except as otherwise proved herein, SS reserves the right to change or/and re-assign the same to the User/Subscriber at its sole discretion without being liable to the User/Subscriber for any kind of damages or/and relief or/and any other consequence/s.

In the event of theft or/and loss of User/Subscriber identification or/and password or/and security word, the User/Subscriber shall notify SS immediately by telephone or/and personally concurrently provide SS with a written notice to that effect. The User/Subscriber shall remain liable for use of the Services by any third party until such theft or loss is notified to the Company.

The password and User/Subscriber name being made available to the customer shall be used only by the organization named by the customer and the employee of the organization. The User/Subscriber shall take all necessary pre-cautions to prevent un-authorized access or/and leakage of User/Subscriber name or/and password being provided by SS to him.

The User/Subscriber shall not use any software to automatically download or/and extract either a complete or/and partial resume from nipunas.com database without prior consent from nipunas.com in writing.

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

The subscription / agreement between SS and the subscriber / User/Subscriber 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 SS / nipunas.com is a public site and all information posted by SS 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 SS does not confer exclusivity of service on any subscriber / User/Subscriber.

Shyamas Services will not be party to any legal proceedings between a

User/Subscriber (e.g. a subscriber) and a party contracted through the site. In case Shyamas Services is implicated in any legal proceedings, costs will be recovered from the party that names Shyamas Services. SS 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 nipunas.com or to any other site maintained, operated or owned by SS, it should not be held responsible for the same. SS assumes no responsibility for such mails.

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

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

The User/Subscribers shall avail of the nipunas.com or any other related site for lawful purposes alone. Transmission or/and distribution or/and storage of material or/and conduct in violation of any applicable local or/and state or/and Central or/and foreign law or/and regulation is prohibited. This includes without limitation any unauthorized use of material protected by patent or/and copyright or/and trademark or/and other intellectual property right, material that is obscene or/and defamatory or/and libellous or/and constitutes an illegal threat, or/and violates rights of privacy or publicity, or/and violates export control laws. The User/Subscriber may use the information on our site only to the extent necessary to facilitate nipunas.com related transactions.

Electronic communication

All communication between Shyamas Services / nipunas.com and its members will be through email only. All such electronic documents are legal equivalents to written documents and will be treated as the same.

Resumes - Personal Information

We attempt to limit access to our searchable resume database (or copies thereof) only to paying employers, recruiters, hiring managers, headhunters, and human resource professionals, as well as law enforcement and national security agencies, but cannot guarantee that other parties will not gain access to this database. We are not responsible for the use made of resumes by third parties who access such resumes while they are in our searchable database. You may remove your resume on nipunas.com at anytime, but, employers, recruiters and others who have paid for access to the nipunas.com resume database or to obtain a copy of that database as well as parties who have otherwise gained access may have retained a copy of your resume in their own files or databases. We are not responsible for the retention, use or privacy of resumes or profiles in these instances.

Links to Other Sites

nipunas.com contain links to third party web sites. These links are provided solely as a convenience to You and not as an endorsement by SS of the contents on such third-party Web sites. SS 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. 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. If you decide to access linked third-party Web sites, You do so at your own risk.

Maintenance

Shyamas Services may at its sole discretion and without assigning any reason whatsoever at any time deactivate or/and suspend the User/Subscriber's access to nipunas.com and/or the Services (as the case may be) without notice to carry out system maintenance or/and upgrading or/and testing or/and repairs or/and other related work. Without prejudice to any other provisions of this Agreement, SS shall not be liable for any loss or/and damage or/and costs or/and expense that the User/Subscriber may suffer or incur, and no fees or/and charges payable by the User/Subscriber to SS shall be deducted or refunded or rebated, as a result of such deactivation or/and suspension.

Use of cookies

Nipunas.com web pages may contain cookies / software that allow us to count User/Subscribers who have visited those pages and to deliver co-branded services. These are not used to access your personally identifiable information; but keep track of your transactions with us and some of our affiliated business partners, including information about your use of the products and services we offer, in order to determine which of our sites and services are the most popular, customising the advertisement and content you see, fulfilling your requests for products and services, improving our services, contacting you, conducting research and providing anonymous reports for our internal and external clients. This information may include your IP address, browser type, domain names, access times and referring website addresses. We use this information for operating the service, maintaining the quality of the service and providing general statistics. Cookies cannot run programs or deliver viruses to your computer. Their primary use is to provide a convenience by saving you time.

Disclaimer

Disclaimer of Warranties that the User/Subscriber / subscriber shall agree that use of the service is at the User/Subscriber's sole risk. The service is

provided on an "as is" or/and on an "as available" basis. Nipunas.com expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

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.

nipunas.com is a platform for helping jobseekers to post resumes, and employers to post their vacancies. We do not screen or censor the listings offered. Shyamas Services is not involved in the actual transaction between employers and jobseekers. As a result, SS has no control over the quality, safety or legality of the vacancies 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 the vacancies and do not make no representations about any vacancies, resumes. 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 pretences. Because User/Subscriber authentication on the Internet is difficult, SS cannot and does not confirm that each User/Subscriber is who they claim to be.

The SS /nipunas.com makes no warranty that the service shall meet User/Subscriber's requirements, that the service shall be uninterrupted or/and timely or/and secure or/and error free; nor does nipunas.com make any warranty as to the results that may be obtained from the use of the service or as to the accuracy or reliability of any information obtained from the service. Cancellations and alterations shall be effected only on the receipt of application regarding the same in writing.

There are no express representations and warranties, whether express or implied, made by SS regarding the accuracy and/or quality of any information transmitted and/or obtained through the use of the Services or nipunas.com.

All information are accepted in good faith and nipunas.com accept no responsibility whatsoever regarding the bona fide of the User/Subscriber, nor can any interviews be granted or/and correspondence entered into regarding any advertisement published.

The User/Subscriber shall ensure that while using the Service, all prevailing and applicable laws, rules and regulations, directly or indirectly for the use of systems, service or equipment shall at all times, be strictly

complied with by the User/Subscriber and SS shall not be liable in any manner whatsoever for default of any nature regarding the same, by the User/Subscriber.

Shyamas Services does not warrant that nipunas.com or any of the web sites linked to nipunas.com be free of any operational hazards or errors nor that it will be free of any virus or/and worm or/and any other harmful components.

If there is any dispute between the User/Subscribers/participants on this site, it is agreed upon by the User/Subscribers/participants that nipunas.com has no obligation whatsoever to be involved in any such dispute/s. In the event that the User/Subscriber has a dispute with one or more User/Subscriber/s or/and participant/s, the User/Subscriber hereby undertakes not to make any claims or/and demands or/and damages (actual or/and consequential) of every kind or/and nature or/and known or/and unknown or/and suspected or/and unsuspected or/and disclosed or/and undisclosed, arising out of or/and in any way related to such disputes and/or our service against the nipunas.com or/and their officers or/and employees or/and agents or/and successors.

The User/Subscriber understands and agrees that any information or/and material and/or goods or/and services obtained through the service is done at User/Subscriber's own discretion and risk and that User/Subscriber shall be solely responsible for any damage/s or/and cost or/and any other consequence/s resulting from any transaction.

You attest that all information provided by you to the Shyamas Services / nipunas.com platform is accurate. If you provide any information that is untrue, inaccurate, not current or incomplete or Shyamas Services / nipunas.com has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, or not in accordance with the terms and conditions, Shyamas Services / nipunas.com has the right to indefinitely suspend or terminate the relation with you, delete any of your content from the website and refuse to provide you with access to the site.

No advice or or/and information, whether oral or/and written, obtained by the User/Subscriber from nipunas.com or/and through or/and from the service shall create any warranty not expressly stated herein.

SS's total liability under this Agreement in any circumstance shall be limited to the total amount of fees or/and charges paid by the User/Subscriber to SS for the period immediately preceding two (2) months prior to the incident giving rise to the relevant claim.

Shyamas Services / nipunas.com are not responsible for any non-performance or breach of any contract entered into between users. Shyamas Services cannot and does not guarantee that the concerned users will perform any transaction. Shyamas Services / nipunas.com shall not and is not required to mediate or resolve any dispute or disagreement between users.

All listings or all information you provide to nipunas.com must be legal in India as well in any other country that the user wishes to transact with. Try to describe your posting as accurately as possible. Misrepresentation of your posting through description, images, functionality and price will be viewed as fraud.

As nipunas.com is a public site with free access, it assumes no liability and hence the User/Subscriber / subscriber irrevocably **indemnify** nipunas.com / Shyamas services from following:

For the quality and genuineness of neither responses nor monitors the responses that a person may receive in response to information s/he has

displayed on the site. The individual/company would have to conduct exclusive background checks on the bona fide nature of all response(s).

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 Shyamas Services to be placed on the website by technical or any other means is not the responsibility of Shyamas Services.

Does not guarantee confidentiality of information provided to it by any person acquiring/using all/any information displayed on the nipunas.com website or any of its other website/domains owned and operated by Shyamas Services.

Expressly disclaims any liability of correctness / accuracy of the resume insertion/information/ data fed into the site by the User/Subscriber.

Further, the User/Subscriber indemnifies Shyamas Services for all losses incurred by Shyamas Services due to any false, distorted, manipulated, fraudulent or misleading facts or statements made by the User/Subscriber on the network of Shyamas Services.

from any loss or damage sustained by reason of any disclosure (inadvertent or otherwise) of any information concerning the User/Subscriber'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.

for any action or claim committed/made by any third party resulting from any information posted on the site by the User/Subscriber or/and anybody else on his behalf.

Shyamas Services / nipunas.com and/or any of its officers and representatives from any cost, damage, liability or other consequence of any of the actions of the users of the site and specifically waive any claims that you may have in this behalf under any applicable law. Notwithstanding its reasonable efforts in that behalf, Shyamas Services / nipunas.com cannot control the information provided by other users which is made available on the site. You may find other user's information to be

offensive, harmful, inaccurate, or deceptive. Please use caution, common sense, when using the site. It is up to you to evaluate the given information and you bear the risks associated of using the site (e.g. also clicking external links). Please note that there are also risks of dealing with foreign nationals, underage persons or people acting under false pretence. So you agree that the use of Shyamas Services / nipunas.com is at your own risk. Shyamas Services / nipunas.com are not liable in any way.

Limitation of Liability

User/Subscriber agrees that neither nipunas.com nor any of its providers of information shall be liable for any direct or/and indirect or/and incidental or/and special or/and consequential or/and exemplary damages, resulting from the use or/and the inability to use the service or/and for cost of procurement of substitute goods or/and services or resulting from any goods or/and data or/and information or/and services purchased or/and obtained or/and messages received or/and transactions entered into through or/and from the service or/and resulting from unauthorized access to or/and alteration of User/Subscriber's transmissions or/and data or/and arising from any other matter relating to the service, including but not limited to, damages for loss of profits or/and use or/and data or other intangible, even if nipunas.com has been advised of the possibility of such damages. User/Subscriber further agrees that nipunas.com shall not be liable for any damages arising from interruption, suspension or termination of service, including but not limited to direct or/and indirect or/and incidental or/and special consequential or/and exemplary damages, whether such interruption or/and suspension or/and termination was justified or not, negligent or intentional, inadvertent or advertent. User/Subscriber agrees that nipunas.com shall not be responsible or liable to User/Subscriber, or anyone, for the statements or conduct of any third party of the service. In sum, in no event shall nipunas.com total liability to the User/Subscriber for all damages or/and losses or/and causes of action exceed the amount paid by the User/Subscriber to nipunas.com, if any, that is related to the cause of action.

SS takes no responsibility/liability whatsoever for shortage or non fulfilment of the service/s on nipunas.com or any other related site due to or arising out of technical failure or/and malfunctioning or/and otherwise and the User/Subscriber hereby undertakes that in such situation/s, the User/Subscriber shall not claim any right/damages/ relief, etc against the SS for "Deficiency of service" under The Consumer Protection Act or any other Act/Rules, etc.

Under no circumstances will Shyamas Services / nipunas.com be held liable for any damages, including without limitation any indirect, consequential, special, incidental, or punitive damages arising out of, based on, or resulting from this agreement or your use of the web site, even if Shyamas Services / nipunas.com has been advised by any party of the possibility of such damages. Shyamas Services / nipunas.com are not liable for links to

external websites which you may find on the website. If you are dissatisfied with Shyamas Services / nipunas.com or its affiliates, you do not agree with any part of this agreement, or you have any other dispute or claim with or against Shyamas Services / nipunas.com with respect to this agreement, then your sole and exclusive remedy is to discontinue using the web sites.

Copy Right Violation

It is our policy to respond to notices of alleged infringement that comply with the Digital Millennium Copyright Act. If you believe that your copyrighted work has been uploaded, posted or copied to nipunas.com and is accessible on nipunas.com in a way that constitutes copyright infringement, please notify us in writing with the following details:

The physical or electronic signature of either the copyright owner or of a person authorized to act on the owner's behalf;

A description of the copyrighted work you claim has been infringed and a description of the activity that you claim to be infringing;

Identification of the URL or other specific location on this web site where the material or activity you claim to be infringing is located or is occurring; you must include enough information to allow us to locate the material or the activity;

Our name, address, telephone number and, if you have one, your e-mail address;

Include the following statement: "I have a good faith belief that use of the copyrighted material described above on the allegedly infringing web pages is not authorized by the copyright owner, its agent, or the law."

Include the following statement: "I swear, under penalty of perjury, that the information in the notification is accurate and that I am the copyright owner or am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed."

Sign the paper.

Please send the same to our copy right office: Shyamas Services, A - 1, Jagdish Apartments, Military Road, Marol Naka P O, Andheri (East), Mumbai - 400 059.

Anti-Spam Policy:

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

nipunas.com prohibits spamming, in any form which floods the Internet with unwanted and unsolicited email and deteriorates the performance and availability of the nipunas.com service. All such activities that have the effect of facilitating spam, are strictly prohibited and also prohibits the use

of another Internet service to send or post spam to drive visitors to your site hosted on or through nipunas.com systems, whether or not the messages were originated by you, under your direction, or by or under the direction of a related or unrelated third party. 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:

1. Unsolicited Bulk Messages/Unsolicited Commercial Messages.
2. Messages not directly related to existing jobs.
3. Messages with misleading subject lines
4. Blank Messages.
5. Transmitting the same message multiple times

User/Subscribers agree to indemnify and hold harmless Shyamas Services from any damages or claims arising out of usage of their User/Subscriber name accounts for transmitting spam

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

To seek more information or to report Spam. Please mail us at:
abuse@nipunas.com

Violation of Terms & Conditions

If nipunas.com, in its sole discretion, determines that a violation of the Terms & Conditions has occurred, nipunas.com may pursue any of its legal remedies, including but not limited to the immediate deletion of any offending material from its site or/and cancellation of your account and/or the exclusion of any person(s) who may have violated any Terms & Conditions. nipunas.com could also pursue violators with claims that they have violated various criminal and/or civil law provisions as applicable under the relevant Acts/Rules, etc of the land. Nipunas.com will cooperate with any investigation by any Central or/and State or/and local body or/and any court or/and tribunal having the competence to carry out the same. Such cooperation may be without notice to the User/Subscriber. If nipunas.com believes in its sole discretion that any advertisement or/and services may create liability for nipunas.com, nipunas.com may take any actions that it believes are prudent or necessary to minimise or/and eliminate its potential liability, including but not limited to, the release of User/Subscriber information. In sum, nipunas.com reserves the right to refuse service to anyone at any time, or/and to remove any listings or/and any advertisements for any reason, and without notice.

Exchange of Information for Blogs, 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 nipunas.com forum blogs, chat is strictly prohibited in a manner which is meant to be offensive to others shall render the User/Subscriber liable for prosecution under the existing laws as applicable. Shyamas Services assumes no responsibility for the nature of the content being exchanged using the nipunas.com Forum Blogs, Chat.

The details of the SMS sent or received on the Mobile phone shall not be made available to the subscriber. The subscriber agrees Shyamas Services will not entertain any correspondence/calls in this regard.

All content posted by you becomes the property of Shyamas Services 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.

Force Majeure

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

Use of Information/Data Supplied

The User/Subscriber hereby agrees and that SS has the right to:

Use for the company's own purpose, any data or/and information supplied by the User/Subscriber in connection with this Agreement, and/or pass on such information to any other associated companies or selected third parties.

Retain all data or/and information supplied by the User/Subscriber while using the Service to remain at nipunas.com for the exclusive use of Shyamas Services in accordance with service agreement with the User/Subscriber, notwithstanding any termination of the Agreement or suspension of the Service to the User/Subscriber herein. Anything contrary to the above, unless specifically put down in writing, following the termination or suspension of the Service to the User/Subscriber, all such data and information shall remain in the Shyamas Services' property, records and databases as the exclusive property of Shyamas Services, for all times to come.

Indemnity

User/Subscriber will defend, or at its option and settle any third party lawsuit or proceeding brought against SS based upon or otherwise any claim arising from the fact that the User/Subscriber Content, Site and/or User/Subscriber features infringe any copyright, trade secret or trademark of such third party and second, Shyamas Services' use of any User/Subscriber Content, provided that such use complies with the requirements of the Agreement and third, the User/Subscriber's use of the Services in any manner inconsistent with or in breach of the Agreement; and/or fourth, any claim alleging facts that would constitute a breach of

User/Subscriber's representations and warranties made in this Agreement. Any such claim/proceeding if made directly on the User/Subscriber shall promptly be communicated to SS by the User/Subscriber with all reasonable information, assistance and cooperation in defending the lawsuit or proceeding. The User/Subscriber shall give SS full control and sole authority over the defence and settlement of such claim. The User/Subscriber may join in defence with counsel of its choice at its own expense subject to the approval of SS. The User/Subscriber unilaterally agree to indemnify and hold harmless, without objection, SS, its officers, directors, employees and agents from and against any claims, actions and/or demands and/or liabilities and/or losses and/or damages whatsoever arising from or resulting from their use of nipunas.com or their breach of the terms of this Agreement. Indemnification shall be provided for any claim which shall arise and shall be limited to payment by the indemnifying party ("User/Subscriber") of all damages and costs finally awarded for such claim, or settlement costs approved in writing by SS.

The user agrees to defend, indemnify and hold Shyamas Services / nipunas.com and all its affiliates harmless from all claims and expenses including attorney's fees, arising out of the use of Shyamas Services / nipunas.com by the user.

Confidentiality

For the purpose of this Agreement and attachments thereto and all renewals, "**Confidential Information**" means all financial, commercial, technical, operational, staff, management and other information, data and know-how relating to the Project or to a party (the "**Disclosing Party**" herein Shyamas Services) or any other members of the Disclosing Party's group of companies (including, without limitation, as to products and services, assets, customers, data and database, suppliers or employees), which may be supplied to or may otherwise come into the possession of the other (the "**Receiving Party**", herein the User/Subscriber), whether orally or in writing or in any other form, and which is confidential or proprietary in nature or otherwise expressed by the Disclosing Party or by any of its Associates to be confidential, and not generally available to the public.

The Receiving Party shall keep confidential and secret and not disclose to any third party the Confidential Information or any part of it, except to any of the Receiving Party's Associates, if required and upon prior permission in writing from the Disclosing Party. The Receiving Party agrees to take all possible precautions with regard to protecting confidential information from any third party and shall ensure that all its Associates to whom such disclosure is made will act in accordance with the terms of this Agreement as if each of them were a party to this Agreement, and if required obtain a written statement from each of its employees/associates having access to such Proprietary Information undertaking to abide by the confidentiality conditions. All Proprietary Information shall be kept separate and exclusive and at the usual place of business (or residence as the case may be) of

the Receiving Party.

Further no use, reproduction, transformation or storage of the Proprietary Information shall be made by the User/Subscriber without the prior written permission of SS, except where required to be disclosed pursuant to any applicable law or legal process issued by any court or the rules of any competent regulatory body.

On request of the Disclosing Party made at any time, including at the time of termination of this Agreement, the Receiving Party shall deliver back to the Disclosing Party all original documents, records, data and other material in the possession, custody or control of the Receiving Party that bear or incorporate any part of the Proprietary Information. The obligations of confidentiality set out in this Agreement shall continue in force notwithstanding termination of this Agreement for any reason whatsoever.

All information and data submitted by the User/Subscriber shall become the property of SS. However all such information shall be kept strictly confidential and SS shall not, subject to "Violation of Terms & Conditions" clause, release any such data and information to any third party without the prior consent of the User/Subscriber.

The User/Subscriber has access to only his own data and information stored in the database at nipunas.com (subject to prior confirmation of identity) and nothing more. The User/Subscriber and may edit or amend such data and information from time to time.

All confidential information (including name, e-mail address etc.) voluntarily revealed by the User/Subscriber anywhere in the site / chat / blogs, is done at the sole discretion and risk of the User/Subscriber. If such information, collected by a third party is misused or results in unsolicited messages from such third parties, then such actions are beyond the use beyond the control and liability of nipunas.com and SS accept s no responsibility or liability whatsoever for such actions.

All copyright and/or know-how and/or any other related intellectual property rights to the Service or nipunas.com shall become and remain the sole and exclusive property of Shyamas Services and the User/Subscriber shall have no claims to the same. In the event the User/Subscriber has contributed any content to nipunas.com in any manner whatsoever, all intellectual property rights to the same shall become the absolute property of SS, including all intellectual property rights and the User/Subscriber shall have no right or claim over the same, in any manner whatsoever. In the event that the User/Subscriber during the term of his Agreement or any time thereafter, uses such intellectual property in any other website or related activity, the same shall be considered as an infringement of the intellectual property rights of SS and SS shall have the right to take resort to whatever legal remedial action is required, in the given facts and circumstances, the costs and peril of which will lie at the end of the User/Subscriber.

Variation

This Agreement will be periodically undated and the Terms and Conditions changed from time to time and the changed or updated Agreement posted at nipunas.com. The User/Subscriber should visit the site periodically to review the latest Terms and Conditions. For the avoidance of doubt, the User/Subscriber's continued use of the Service constitutes an affirmation and acknowledgement of the amended terms and conditions.

Discontinuation or Modification to Services

SS reserves the unilateral right to add to /and/or change and/or delete and/or end the Service at anytime with or without notice to the User/Subscriber. Except for paid service, a pro-rated refund shall be affected for the remaining unused period.

There shall be no liability on behalf of SS to the User/Subscriber or any third party in case Shyamas Services exercise its unilateral right to modify or discontinue the Service.

Notices

All notices shall be in English and in writing and (a) if sent to the User/Subscriber to the address identified on the Application Form and (b) if sent to Shyamas Services to such address as provided in writing for such notice purposes; provided, however, that all invoices and payments shall be sent to the attention of SS' Finance department, all legal notices shall be sent to the attention of the SS' Legal Department, and all other correspondence shall be sent to the attention of the Administration manager specified by SS. Notice shall be deemed given upon receipt when delivered personally and upon received acknowledgment / written verification of receipt from a valid courier and finally upon verification of receipt of registered or certified mail.

All notices from SS including notice of change to these Terms & Conditions or other matters related to nipunas.com will be done by displaying notices to User/Subscribers on the Service.

Non-exclusive Remedy

Termination or expiration of this Agreement, in part or in whole, shall not limit either party from pursuing other remedies available to it, nor shall either party be relieved of its obligation to pay all fees that are due and owing under this Agreement through the effective date of termination. Neither party shall be liable to the other for any damages resulting solely from termination as permitted herein.

Waiver

The failure of nipunas.com to exercise or enforce any right or provision of these Terms & Conditions shall not constitute a waiver of such right or provision. If any provision of these Terms & Conditions is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that

the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms & Conditions shall remain in full force and effect.

Entire Agreement

This Agreement shall constitute the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding any prior agreements, documents and or communications regarding such subject matter. This Agreement may only be modified, or/and any rights under it waived, by a written document executed by Shyamas Services only. The right to change vary or amend, however exclusively rests with SS.

Rakth Daan Seva (Blood Donation) – nipunas.com Policy

This Web site is owned and operated by or on behalf of Shyamas Services. We recognize that visitors to our site may be concerned about the information they provide to us, and how we treat that information. This Privacy Policy addresses those concerns and is shown in home page. This policy may be changed or updated from time to time.

This is purely a charitable service. We neither collect nor authorize any person / corporate body to collect or pay any money for this service.

Your Rakth Daan Seva information and security is important to us and will not be sold to a third party!

Governing Law and Jurisdiction

It is clarified that there is no agency or/and partnership or/and joint venture or/and employee-employer or/and franchiser-franchisee relationship between nipunas.com and any User/Subscriber of the Service.

The User/Subscriber agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the Terms & Conditions must be filed within 30 days after such claim or cause of action arose or be forever barred.

All information of whatsoever nature received from the User/Subscriber is in good faith and is bona fide. The information is believed to be true/ correct and complies with the laws of the land.

The logos and the marks used on Nipunas.com and any downloads are the exclusive property of Shyamas Services, which shall retain all rights, title and interest in these trademarks, copyrights, logos and other intellectual property rights

This Agreement and any dispute or matter arising from incidental use of nipunas.com is governed by the laws of India and the User/Subscriber and SS hereby submit to the exclusive jurisdiction of the courts at Kottayam, Kerala, India without regard to its conflict of law provisions. User/Subscriber and nipunas.com agree to submit to the personal and exclusive jurisdiction of the courts located within the State of Kerala.

You shall agree to comply with all statutes - including domestic, international, trade regulations, such restrictions imposed by Shyamas Services / nipunas.com or government regulations being introduced from time to time by any authorities in India. The above terms and conditions shall be governed in accordance with the statutes of India.

Acknowledgment and Acceptance of Terms and Conditions

The terms and conditions appearing here above consists of the entire agreement between the Party/User/Subscriber (as defined above) and SS (as defined above) and replaces all previous arrangements/schedules between the parties regarding the subject matter contained hereinabove. By completing the registration process and/or checking the "I have read and accept the Terms & Conditions for use" box, you are indicating your acceptance to the agreement and to be bound by all of the terms and conditions of SS as appearing hereinabove.

Dispute Resolution :

In case there is a dispute with nipunas.com, we would like to solve that amicably to the maximum possible extent. If you have any problems with our services we urge you to contact Shyamas Services / nipunas.com directly (the contact details see on our Contact Us page). We will consider reasonable requests for dispute resolution rather than option for litigation.

In any case you accept that the maximum period for your legal claim against Shyamas Services / nipunas.com is 12 month. You accept that your claims after this period will not be considered.

Jurisdiction for any disputes arising from and related to this contest shall be Kottayam, Kerala, India to the exclusion of all other courts.

Salvadorian clause.

If this contract or any part of it may be illegal, invalid, unenforceable or inaccurate specified, this does not mean that the whole terms and conditions are invalid and the other parts of the terms and conditions remain in full force and effect. The user agrees that it will be displaced by a legal solution which is as nearby as possible to the originally intended one.

Privacy Policy

nipunas.com respects the privacy of its User/Subscribers and is committed to its protection. Your privacy is important to us. To better protect your privacy we provide this notice explaining our on-line information practices and the choices you can make about the way your information is collected and used. To make this notice easy to find, we make it available on our homepage and at every point where personally identifiable information may be requested.

nipunas.com through its various advertising campaigns collects information

about the User/Subscribers. This information is provided by the User/Subscriber and is collected in the database of nipunas.com. The information collected in the database through these campaigns refers to resumes, email address and names of the User/Subscriber. For such campaigns, nipunas.com uses third-party advertising companies to display/serve their ads on various other internet sites. The data collected is for the exclusive use of nipunas.com/Shyamas Services and nipunas.com/Shyamas Services reserves its right to allow access to its clients for the purposes of recruitments only.

Please also remember not to provide your sensitive personal information such as credit card nos., bank account nos., etc. open to misuse, to any prospective employers / consultants.

Please help us keep the nipunas.com site an enjoyable experience for all User/Subscribers. If you observe material or behaviour that may violate one of the nipunas.com Terms & Conditions, please contact nipunas.com at **abuse@nipunas.com**

Shyamas Services & SS are used interchangeably and are synonymous and nipunas.com is a service of Shyamas Services.