

TERMS OF USE

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

This document is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries guidelines) Rules, 2011 that require publishing the rules and regulations, privacy policy and Terms of Use for access or usage of the Shop on the webCHRO Website.

The domain name www.webchro.com (hereinafter referred to as “the Website”) is owned by CH Digital HR Private Limited, having its office at #1545, 1st Cross, 10th Main, Jeevan Bhima Nagar, HAL 3rd Stage, Bangalore – 560 008. (hereinafter referred to as “webCHRO”).

Your use of the website and its services, any software that will allow access to the webCHRO website or its material and any other tools pertaining thereto will be governed by the following terms and conditions (“Terms of Use”) as applicable including policies which are incorporated herein by way of reference. If You transact on the Website, You shall be subjected to the policies that are applicable to this website for such transactions. By merely clicking or browsing the website, you are consenting to be bound by the terms and conditions including the policies that constitute your binding obligations, with webCHRO. To withdraw your consent, You must exit the site.

The Terms of Use rule and govern our relationship with You. Although we have tried our best to strip the legalese from the Terms, there are places where these Terms may still read like a traditional contract. There's a good reason for that: These Terms do indeed form a legally binding contract between You and webCHRO. Thus, by using our services, You have agreed to these terms and conditions. Please read them thoroughly before proceeding to use our services.

For the purpose of these Terms of Use, wherever the context so requires “You” or “Guest” shall mean any natural or legal person who has agreed to purchase a product from the Website by providing Guest Data (as given below). The terms “We”, “Us”, “Our” shall mean webCHRO.

The following data shall be provided by the Guest at the time of purchase and the same shall remain secure and confidential:

- ▶ Name
 - ▶ Email Id
 - ▶ Mobile Number
 - ▶ Organisation Name (optional)
 - ▶ GSTN (if applicable)
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Please read through these Terms of Use carefully before you make purchases on the website. By purchasing on the website you have agreed that you are able and legally competent to accept and agree to these terms and our Privacy Policy. You should cease from purchasing if you don't agree with these Terms of use.

When You purchase a product through the website, You will be subjected to the rules, guidelines, policies, terms, and conditions applicable and they shall be deemed to be incorporated into this Terms of Use, and shall be considered as part and parcel of this Terms of Use. As long as You comply with these Terms of Use, We grant You a personal, non-exclusive, non-transferable, limited privilege to use Our products.

ACCESSING, BROWSING, OR OTHERWISE USING THE WEBSITE INDICATES YOUR AGREEMENT TO ALL THE TERMS AND CONDITIONS UNDER THESE TERMS OF USE, SO PLEASE READ THE TERMS OF USE CAREFULLY BEFORE PROCEEDING. By impliedly or expressly accepting these Terms of Use, You also accept and agree to be bound by webCHRO policies (including but not limited to Privacy Policy available at Privacy Policies) as amended from time to time.



ELIGIBILITY

Use of the website is available only to persons who can form legally binding contracts under Indian Contract Act, 1872. Persons who are "incompetent to contract" within the meaning of the Indian Contract Act, 1872 including minors, un-discharged insolvents etc. are not eligible to use the Website. If you are a minor i.e. under the age of 18 years, You shall not transact on or use the website.



YOUR OBLIGATIONS

By purchasing a product(s), you agree that, in addition to exercising common sense:

- ▶ You will not re-publish the material either physically or digitally without our written permission
- ▶ You will not resell the product without our written permission
- ▶ You will not share the product with your friends/networks without our written permission

You agree to provide true, current, accurate and complete information about yourself at the time of purchasing the product. If You provide any information that is untrue, inaccurate, not current or incomplete or We have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, or not in accordance with the Terms of Use, We shall have the right to indefinitely block Your access to the website.



COMMUNICATIONS

When You use the website or send emails or other data, information or communication to Us, You agree and understand that You are communicating with Us through electronic records and You consent to receive communications via electronic records from Us periodically and as and when required. We may communicate with you by email or by such other mode of communication, electronic or otherwise.

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PAYMENT TERMS

Products are charged at prices decided by webCHRO. webCHRO reserves the right to change its pricing policy from time to time. Unless otherwise stated, all prices shall be quoted in Indian Rupees. You shall be solely responsible for compliance of all applicable laws including those in India for making payments to webCHRO.

You gain access to the product only completing the purchase and You cannot claim any refund.

You should be aware that there are certain things that webCHRO will not take responsibility for. webCHRO cannot take responsibility in case the product has not been downloaded within the validity period. webCHRO also cannot take responsibility for the Website not working at full functionality if you don't have access to internet/Wi-Fi.

If you're using the website on any other electronic device like a tablet, etc. outside of an area with Wi-Fi, you should remember that your terms of agreement with your mobile network provider/ data network provider will start to apply. As a result, you may be charged by your mobile/ network provider for the cost of data for the duration of the connection while accessing the Website, or other third-party charges. In using the website outside of your home territory (i.e. region or country) without turning off data roaming on your mobile phone, you're accepting responsibility for any such charges, including roaming data charges.

GUESTS REPRESENTATIONS AND WARRANTIES:

- ▶ That he/she can enter into a valid Agreement with Us;
- ▶ Member has not hidden any information from Us.
- ▶ Member has provided all information that is true and correct.



USE OF THE WEBSITE

You agree, undertake and confirm that Your use of the website shall be strictly governed by the following binding principles:

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- ▶ You shall not use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the website or any content, or in any way reproduce or circumvent the navigational structure or presentation of the website or any content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Website. We reserve Our right to bar any such activity.
 - ▶ You shall not attempt to gain unauthorized access to any portion or feature of the website, or any other systems or networks connected to the website or to any server, computer, network, or to any of the services offered on or through the website by hacking, password "mining" or any other illegitimate means.
 - ▶ You shall not probe, scan or test the vulnerability of the website or any network connected to the website nor breach the security or authentication measures on the website or any network connected to the website.
 - ▶ You shall not make any negative, denigrating or defamatory statement(s) or comment(s) about Us or the brand name or domain name used by Us including the terms webCHRO, or otherwise engage in any conduct or action that might tarnish the image or reputation, of webCHRO on platform or otherwise tarnish or dilute any webCHRO's trade or service marks, trade name and/or goodwill associated with such trade or service marks, trade name as may be owned or used by Us.
 - ▶ You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Website or any transaction being conducted on the Website, or with any other person's use of the Website.
 - ▶ You may not use the website or any content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of webCHRO and / or others.
 - ▶ You shall at all times ensure full compliance with the applicable provisions of the Information Technology Act, 2000 and rules thereunder as applicable and as amended from time to time and also all applicable Domestic laws, rules and regulations (including the provisions of any applicable Exchange Control Laws or Regulations in Force) and International Laws, Foreign Exchange Laws, Statutes, Ordinances and Regulations (including, but not limited to Sales Tax/VAT, Income Tax, Octroi, Service Tax, Central Excise, Custom Duty, Local Levies) regarding your use of Our service and Your purchase. You shall not engage in any transaction in an item or service, which is prohibited by the provisions of any applicable law including exchange control laws or regulations for the time being in force.
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- ▶ You understand that We have the right at all times to disclose any information (including the identity of the persons providing information or materials on the website) as necessary to satisfy any law, regulation or valid governmental request. This may include, without limitation, disclosure of the information in connection with investigation of alleged illegal activity or solicitation of illegal activity or in response to a lawful court order or subpoena. In addition, We can (and You hereby expressly authorize Us to) disclose any information about You to law enforcement or other government officials, as we, in Our sole discretion, believe necessary or appropriate in connection with the investigation and/or resolution of possible crimes, especially those that may involve personal injury.
- ▶ Your correspondence or business dealings with, or participation in promotions of advertisers found on or through the Website, and any other terms, conditions, warranties or representations associated with such dealings, are solely between You and such advertiser. We shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Website.



CONTENTS POSTED ON WEBSITE

All text, documents, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music and artwork (collectively, "Content"), is our own generated content and webCHRO has control over such generated content.

Contents on the website will be provided to You for Your information and personal use only Except as expressly provided in these Terms of Use, no part of the Website and no Content may be downloaded, copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, distributed, broadcast, sold, licensed or otherwise exploited in any way (including "mirroring") to any other computer, server, website or other medium for publication or distribution or for any commercial enterprise, without webCHRO's express prior written consent.

You may use information on the products and services purposely made available on the Website for downloading, provided that You (1) do not remove any proprietary notice language in all copies of such documents, (2) use such information only for your personal use, You may store the information for your use but you cannot network with computer or broadcast it in any media, (3) make no modifications to any such information, and (4) do not make any additional representations or warranties relating to such documents.

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PRIVACY

We view protection of Your privacy as a very important principle. We understand clearly that You and Your Personal Information is one of Our most important assets. We store and process Your Information including any sensitive financial information collected (as defined under the Information Technology Act, 2000), if any, on computers that may be protected by physical as well as reasonable technological security measures and procedures in accordance with Information Technology Act 2000 and Rules there under. Our current Privacy Policy is available at the [Privacy Policies Section](#). If You object to Your Information being transferred or used in this way, please do not use the Website.

We may disclose personal information if required to do so by law or in the good faith belief that such disclosure is reasonably necessary to respond to subpoenas, court orders, or other legal process. We may disclose personal information to law enforcement offices, third party rights owners, or others in the good faith belief that such disclosure is reasonably necessary to: enforce our Terms or Privacy Policy; respond to claims that an advertisement, posting or other content violates the rights of a third party; or protect the rights, property or personal safety of our users or the general public.

Should we (or our assets) plan to merge with another business entity, we and our affiliates will share / sell some or all of your personal information, or be acquired by that business entity, or re-organization, amalgamation, restructuring of business. Should such a transaction occur that other business entity (or the new combined entity) will be required to follow this privacy policy with respect to your personal information.



WARRANTY DISCLAIMER

You agree that your use of the website shall be at your sole risk to the fullest extent permitted by law, webCHRO, its officers, directors, employees, and agents disclaim all warranties, express or implied, in connection with the service and your use thereof. webCHRO makes no warranties or representations about the accuracy or completeness of this service's content and assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content, (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of our service, (iii) any unauthorized access to or use of our servers and/or any and all personal information and/or financial information stored therein, (iv) any interruption or cessation of transmission to or from our service, (iv) any bugs, viruses, Trojan horses, or the like which may be transmitted to or through our service through the actions of any third party, (v) any errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available via webCHRO service.

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webCHRO does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the webCHRO service or any hyperlinked Website or featured or other advertising, and webCHRO will not be a party to or in any way be responsible for monitoring any transaction between you and third-party providers for the services and/or (vi) webCHRO does not vouch or promote any brand, product or person in specific as to be associated or affiliated and if any content or mention is done of an any brand, product or person in general or otherwise, the same not be construed as promoting.



LIMITATION OF LIABILITY

By viewing or purchasing from this website you hereby release webCHRO, its officers, directors, agents, and employees from all claims, demands, and damages of any kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of, or in any way, connected with any disputes arising between you and any third-party. We shall not be liable for any indirect, incidental, special, consequential or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, theft of any kind, good-will, or other intangible losses, resulting from conduct or content of any third party on the products, including without limitation, any defamatory, offensive or illegal conduct of other users or third parties and unauthorized access, use or alteration of your transmissions or content. webCHRO shall not be liable for any negligence on your part.

webCHRO and its affiliates total liability shall not exceed the amounts paid by you to webCHRO over a period of 12 (Twelve) months preceding your claim(s).

By using webCHRO services you agree to the following disclaimer: The contents of the website or any information provided by or through the website are for the agreed purposes only. webCHRO disclaims any liability for any information that may have become outdated at the time of provision of information or since the last time the particular piece of information was updated. webCHRO reserves the right to make changes and corrections to any part of the content of this website at any time without prior notice. Unless stated otherwise, all pictures and information contained on this website are believed to be in the public domain as either promotional materials, publicity photos, photo shoot rejects or press media stock. Please email at reachus@webchro.com in order to provide a Takedown Request if you are the copyright owner of any content on this Website and you think the use of the above material violates your copyright in any way.

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COMPLIANCE WITH LAWS

The User shall comply with all the applicable laws, Information and Technology Act, 2000 as amended by the Information Technology (Amendment) Act 2008, Prevention of Money Laundering Act, 2002 and the rules made thereunder, Income Tax Act, 1961 and the rules made there under, and any law applicable to them respectively for using the webCHRO's Website www.webchro.com.



INDEMNITY

You shall indemnify and hold harmless webCHRO, its owner, licensee, affiliates, subsidiaries, group companies (as applicable) and their respective officers, directors, agents, and employees, from any claim or demand, or actions including reasonable attorneys' fees, made by any third party or penalty imposed due to or arising out of (1) Your breach of this Terms of Use, privacy Policy and other Policies, (2) Your violation of any law, rules or regulations or (3) the rights (including infringement of intellectual property rights) of a third party.



APPLICABLE LAW

Terms of Use shall be governed by and interpreted and construed in accordance with Indian Laws. The place of jurisdiction shall be exclusively in Bangalore.



INTELLECTUAL PROPERTY RIGHTS

This site is controlled and operated by webCHRO. All material on this website, including images, emails, audio clips, and video clips, are protected by copyrights, trademarks, and other intellectual property rights. Material on the Website is solely for Your personal, non-commercial use. You must not copy, reproduce, republish, upload, post, transmit or distribute such material in any way, including by email or other electronic means and whether directly or indirectly and You must not assist any other person to do so. Without the prior written consent of the owner, modification of the materials, use of the materials on any other website/mobile application or app or networked computer environment or use of the materials for any purpose other than personal, non-commercial use is a violation of the copyrights, trademarks and other proprietary rights, and is prohibited. Any use for which You receive any remuneration, whether in money or otherwise, is a commercial use for the purposes of this clause. You may not add, delete, distort or otherwise modify the content, any unauthorized attempt to modify any Content, to defeat or circumvent our security features, or to utilize the website or any part of thereof for any purpose personal or non-commercial use is strictly prohibited.

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TRADEMARK COMPLAINT

webCHRO values its own intellectual property. In case You find that Our Trademark has been infringed, You can write to us at reachus@webchro.com



SERVICE DESCRIPTION

webCHRO does not warrant that the service description or other content of this website is accurate, complete, reliable, current, or error-free and assumes no liability in this regard.



ARBITRATION AND CLASS WAIVER

Please read the following paragraphs carefully because they require you to arbitrate disputes with webCHRO, and limit the manner in which you can seek relief from us.

- ▶ **Applicability of Arbitration Agreement.** All claims and disputes arising out of or relating to these Terms that cannot be resolved in small claims court will be resolved by binding arbitration on an individual basis, except that you and webCHRO are not required to arbitrate any dispute in which either party seeks equitable relief for the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets, or patents.
 - ▶ **Arbitration Rules.** The Arbitration will be conducted by a sole Arbitrator and will be appointed by the parties jointly by mutual agreement. The place of Arbitration shall be Bangalore and the language shall be in English.
 - ▶ **Additional Rules for Non-appearance Arbitration.** If non-appearance arbitration is elected, the arbitration will be conducted by telephone, online, written submissions, or any combination of the three; the specific manner will be chosen by the party initiating the arbitration. The arbitration will not involve any personal appearance by the parties or witnesses unless the parties mutually agree otherwise.
 - ▶ **Authority of the Arbitrator.** The arbitrator will decide the jurisdiction of the arbitrator and the rights and liabilities, if any, of you and webCHRO. The dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator will have the authority to grant motions dispositive of all or part of any claim or dispute. The arbitrator will have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and the Terms.
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The arbitrator will issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and webCHRO.

- ▶ **Waiver of Trial.** You and webCHRO waive any constitutional and statutory rights to go to court and have a trial in front of a judge. You and webCHRO are instead electing to have claims and disputes resolved by arbitration. Arbitration procedures are typically more limited, more efficient, and less costly than rules applicable in court and are subject to very limited review by a court.
 - ▶ **Waiver of Class or Consolidated Actions.** All claims and disputes within the scope of this arbitration agreement must be arbitrated or litigated on an individual basis and not on a class basis. Claims of more than one member or user cannot be arbitrated or litigated jointly or consolidated with those of any other member or user. If, however, this waiver of class or consolidated actions is deemed invalid or unenforceable, neither you nor we are entitled to arbitration; instead all claims and disputes will be resolved in a court as set forth in this Clause.
 - ▶ **Confidentiality.** No part of the procedures will be open to the public or the media. All evidence discovered or submitted at the hearing is confidential and may not be disclosed, except by written agreement of the parties, pursuant to court order, or unless required by law. Notwithstanding the foregoing, no party will be prevented from submitting to a court of law any information needed to enforce this arbitration agreement, to enforce an arbitration award, or to seek injunctive or equitable relief.
 - ▶ **Right to Waive.** Any rights and limitations set forth in this arbitration agreement may be waived by the party against whom the claim is asserted. Such waiver will not waive or affect any other portion of this arbitration agreement.
 - ▶ **Opt-out.** You may opt out of this arbitration agreement. If you do so, neither you nor webCHRO can force the other to arbitrate. To opt out, you must notify webCHRO in writing no later than 7 days after first becoming subject to this arbitration agreement. Your notice must include your name and address, your webCHRO username and the email address you used to set up your webCHRO account (if you have one), and an unequivocal statement that you want to opt-out of this arbitration agreement. You must send your opt-out notice to our address as stated in our CONTACT US.
 - ▶ **Small Claims Court.** Notwithstanding the foregoing, either you or webCHRO may bring an individual action in small claims court.
 - ▶ **Arbitration Agreement Survival.** This arbitration agreement will survive the termination of your relationship with webCHRO.
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GRIEVANCE PROCEDURE

To address any product related queries, complaints or suggestions please contact the grievance officer.



ASSIGNMENT

These Terms of Service, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by webCHRO without restriction.



ENTIRE AGREEMENT

These terms and conditions, together with its Privacy Policy constitute the entire agreement between you and in relation to your use of the Website and supersede all previous agreements in respect of your use of webCHRO.



CONTACT US

Please contact us for any questions or comments (including all inquiries unrelated to copyright infringement) regarding this Website.



GRIEVANCE OFFICER

In accordance with Information Technology Act 2000 and rules made there under, the name and contact details of the Grievance Officer are provided below:

Shawn Crasta,

#1545, 1st Cross, 10th Main, Jeevan Bhima Nagar, HAL 3rd Stage, Bangalore – 560 008

Phone: 080 2527 2259

Email: reachus@webchro.com

Time: 09:30 a.m. to 5.30 p.m.
