

## Master Service & User Agreement

This AGREEMENT is made on 21-05-2019 between a company registered under the Companies Act, 1956 and having its Registered office at India(here in after referred to as ' Requestor or Service Receiver or User ' which expression shall, unless repugnant to the meaning or context thereof, mean and include its successors in interest and permitted assigns) of the one part;

And

Hello Verify India Private Ltd, having its Registered office at UG-7, Suneja Tower 1, District Centre, Janakpuri, New Delhi - 110058, and Corporate Office at B-44, 1st and 3rd floor, Sector 57, Noida, Uttar Pradesh-201301, India. Hereinafter referred to as 'Service Provider' 'helloverify'; 'We' or 'Us')under the portal [www.helloverify.com](http://www.helloverify.com) which expression shall, unless repugnant to the meaning or context thereof, mean and include its successors in interest and permitted assigns) of the other part;

Helloverify proposes to collect data and other information regarding individuals and persons, proposed to be employed or already employed, or whose identity or information is to be checked to provide a report to the person willing to use this website(hereinafter referred as Requestor or Service Receiver). for employment(present / past), financial, commercial, matrimonial, criminal, drug history and professional; background verification, may or may not include additional information, depending upon the package selected and number of checks to be undertaken by the helloverify on the request of Requestor, including but not limited to tenure, employment, remuneration, education, address, marital, professional, financial, commercial, creditworthiness or any other information obtained from past employers/ suggested references / any other sources as may be deemed fit; further the Requestor and information of the person to be verified may be the same or different person. The website offers Requestor to submit information and consent of person to be verified in the set format for the purpose of verification of personal details such as Address, Education, Identity, Criminal Record and Past Employment History, Drug Check etc. as detailed in the Annexure of this agreement. This service shall be referred as helloverify. On this Website, Helloverify makes available Information, Profiles and Materials regarding the said helloverify details(collectively referred as 'Materials').

All users of the Website including Requestor and Services Receivers and the Visitors of the Website are together termed as 'Users'. (also referred hereinafter as 'You,' Your' and 'Yourself').

This Service & user agreement ('User Agreement') governs your access to and use of this Website and the Materials and constitutes a binding agreement between you and Helloverify. Please note that we reserve the right, at our sole discretion, to change this User Agreement from time to time. Your continued use of this Website or any Materials after any such change takes effect will be deemed to constitute your acceptance of and agreement to the new User Agreement.

PLEASE READ THIS USER AGREEMENT CAREFULLY BEFORE ACCESSING, USING OR BROWSING THIS WEBSITE [www.helloverify.com](http://www.helloverify.com) OR ANY WEBSITE MATERIALS. BY CLICKING ON 'I AGREE,' OR BY ACCESSING, USING OR BROWSING [www.helloverify.com](http://www.helloverify.com) OR ANY WEBSITE MATERIALS, YOU, ON BEHALF OF YOURSELF OR YOUR ENTITY, AS APPLICABLE, ACKNOWLEDGE AND CONFIRM THAT:

A. YOU HAVE READ AND UNDERSTOOD ALL OF THE TERMS AND CONDITIONS OF THIS USER AGREEMENT;

B. YOU OR YOUR ENTITY, AS APPLICABLE, AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS USER AGREEMENT AND ACKNOWLEDGE THAT THIS USER AGREEMENT IS THE LEGAL EQUIVALENT OF A SIGNED, WRITTEN CONTRACT BETWEEN HELLOVERIFY AND YOU OR YOUR ENTITY, AS APPLICABLE; AND

C. IF ACCESSING, USING OR BROWSING THIS WEBSITE ON BEHALF OF AN ENTITY, YOU HAVE FULL AUTHORITY TO BIND YOUR ENTITY TO ALL OF THE TERMS AND CONDITIONS OF THIS USER AGREEMENT. IF YOU OR YOUR ENTITY, AS APPLICABLE, ARE NOT WILLING TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THE PRECEDING ACKNOWLEDGEMENT AND AGREEMENT, DO NOT SELECT THE 'I AGREE' BUTTON ASSOCIATED WITH THIS USER AGREEMENT AND DO NOT ACCESS, USE OR BROWSE OUR WEBSITE; HELLOVERIFY DOES NOT AND WILL NOT GRANT YOU ANY RIGHT OR LICENSE TO ACCESS, USE OR BROWSE THIS WEBSITE OR THE MATERIALS.

D. THE AGREEMENT IS PUBLISHED IN COMPLIANCE OF, AND IS GOVERNED BY THE PROVISIONS OF THE INDIAN LAW, INCLUDING BUT NOT LIMITED TO:

a. THE INDIAN CONTRACT ACT, 1872

b. THE (INDIAN) INFORMATION TECHNOLOGY ACT, 2000

c. THE RULES, REGULATIONS, GUIDELINES AND CLARIFICATIONS FRAMED THEREUNDER, INCLUDING THE(INDIAN) INFORMATION TECHNOLOGY(REASONABLE SECURITY PRACTICES AND PROCEDURES AND SENSITIVE PERSONAL INFORMATION) RULES, 2011('SPI RULES'), AND THE(INDIAN) INFORMATION TECHNOLOGY(INTERMEDIARIES GUIDELINES) RULES, 2011('IG RULES').

d. THE CONSTITUTION OF INDIA:

i. ARTICLE 19 (1) (A) FREEDOM OF SPEECH AND EXPRESSION.

ii. ARTICLE 21 RIGHT TO LIFE AND PERSONAL LIBERTY

## **1. No Recommendations or Recruitment Advice**

This Website is neither a referral service nor a detective agency and does not recommend or endorse any particular individual and does not offer any spying services, secret checks or any other kind of similar services. Rather, Website is only an intermediary that provides selected information about person to be verified with his consent to be obtained by the Requestor. We do not offer advice regarding the quality or suitability of any particular individual for specific employment or providing specific service or purpose. Our reports and information provided to you only consists of statements of opinion and not statements of fact or recommendations to utilize the services of such individual. You should obtain any additional information necessary to make an informed decision prior to utilizing any specific services of such individual.

Content is not intended to and does not constitute legal advice and no attorney-client relationship is formed, nor is anything submitted to this Web Site treated as confidential. The accuracy, completeness, adequacy or currency of the Content is not warranted or guaranteed. Your use of Content on this Web Site or materials linked from this Web Site is at your own risk.

The Requestor assumes all responsibility in connection with choosing any Individual, whether or not you obtained information about such Individual on or through Website. Helloverify and its licensors, suppliers and affiliates(collectively, the 'Affiliates'), and the directors, officers, agents, and representatives of each, assume

no (and hereby disclaims all) responsibility or liability of any kind, for any advice, opinion or services to be rendered by any Individual, or for any malpractice claims and other claims that may arise directly or indirectly from any such advice, opinion or services.

## **2. License**

Upon clicking 'I Accept', Helloverify grants you a revocable, non-exclusive, non-transferable, limited license to access and view this Website and the Materials, and to copy, download, store and / or print only a single copy of any Materials, solely for your non-commercial, personal use and not for resale or distribution to anyone else. With respect to any permitted copy of the Materials, user you will reproduce and include all copyright, confidentiality and other proprietary notices included in such Materials on any other such copy. All rights not expressly granted to you herein are reserved by Helloverify; there are no implied licenses under this Agreement. The license granted to you in this User Agreement is expressly conditioned on your continued compliance with this User Agreement. Please note that Helloverify, in its sole discretion, may change this User Agreement from time to time and your continued use of this Website or any Materials after any such change takes effect will be deemed to constitute your acceptance of the agreement to the changed User Agreement.

## **3. Ownership**

As between you and Helloverify, all right, title and interest in and to the Website together with all Intellectual Property Rights (hereinafter referred as IPRs) embodied therein, are the property of Helloverify or Helloverify's Affiliates. The Website and Materials are protected by law, including but not limited to India. Helloverify does not claim any rights in unaltered government data, if any available on this website.

You agree not to engage in any activity that would constitute Copyright/Trademark/IPR infringement with respect to this Website, Materials and Methodology. You acknowledge that Helloverify's selected, compiled, arranged and adjusted data and information regarding helloverify are original compilations by Helloverify. You may not reproduce, create derivative works of, distribute, publicly perform or publicly display the Materials or any portion thereof without Helloverify's prior written consent. By way of illustration but not limitation, except as expressly permitted in this User Agreement or otherwise permitted by us in writing, you may not, directly or

indirectly, transmit, download, upload, post, sell, rent, license, transfer, disclose, mirror, frame, reverse engineer, decompile, disassemble, or use any aspect of this Website or any Materials, in whole or in part, in any form or by any means.

Further, you agree not to engage in any activity that would constitute unfair competition or trademark infringement in connection with the Website, Materials. You acknowledge that Helloverify™, Visually Verified Service™, www.helloverify.com™, (collectively, 'Marks') are service marks and trademarks of Helloverify. You acknowledge that Helloverify actively and extensively uses and promotes the Marks and that there is substantial goodwill associated with the Marks. You Agree not to cite (orally, in writing or otherwise), reproduce or republish Marks in any manner likely to deceive or cause confusion in the marketplace.

Please be aware that we actively and aggressively enforce our intellectual property rights to the fullest extent of the law. Please send an e-mail [info@helloverify.com](mailto:info@helloverify.com) to receive additional information, if required.

#### **4. Password Maintenance and Responsibility**

If you wish to access certain areas of this Website or the Materials available on or through certain areas of this Website, you must choose a password during your completion of this Website's registration process. By registering, you represent, warrant and covenant that: (a) you are at least 18 years of age; (b) you are using your actual identity; (c) you have provided only true, accurate, current and complete information about yourself during the registration process; and (d) you will maintain and promptly update the information that you provide to keep it true, accurate, current and complete. (e) To subscribe for the communications between you and any other person using our Services, which include email communications, Short Messaging Service updates, Telephone Calls, Blog, Chat Room and Discussion Board Communications, Instant Message Communications, experts forum communications, faxmail communications, membership of mailing lists etc. You may update your information at any time by logging into the Website and clicking on 'Account Log In.'

By logging onto this Website using any password, you represent, warrant and covenant that you are

authorized to use such password and to engage in the activities that you conduct there under. You are solely responsible for the confidentiality and use of your password, as well as for any activities conducted on or through this Website using your password. If you wish to cancel a password, or if you become aware of any loss, theft or unauthorized use of a password, please notify us immediately. We reserve the right to delete or change any password at any time and for any reason.

## **5. Term and Termination**

This User Agreement will take effect at the time you click 'I Agree' or access, use or browse this Website or any Materials. We reserve the right, at any time and for any reason, without notice to you: (a) to deny you access to this Website, the Materials or any portion thereof; (b) to change, remove or discontinue the Website or any portion thereof, or any of the Materials or services available on or through this Website; or (c) to terminate this User Agreement. Upon termination of this User Agreement, all licenses granted to you under this User Agreement immediately and automatically terminate and you may no longer access, browse or otherwise use this Website, the Materials or any portion thereof.

## **6. Our Privacy Policy**

We consider the protection of our user's personal data to be important. Therefore, we have adopted a Privacy Policy outlining our personal data collection and use practices. Please refer to it for details about how we collect and use personal information from users of this Website. By agreeing to the terms of this User Agreement, you are automatically agreeing to our Privacy Policy, which is incorporated herein or available in website [www.helloverify.com](http://www.helloverify.com).

## **7. Links to Other Websites**

This Website may contain links to other Websites on the World Wide Web for the convenience of our

users. These other Websites have not been reviewed by us and are maintained by third parties over which we exercise no control. Accordingly, we expressly disclaim any responsibility for the content, policies and practices of these other Websites and for the availability, accuracy, reliability, completeness, currency, quality, performance or suitability of the information, products and services available or advertised on or through these other Websites. Moreover, these links do not imply, directly or indirectly, our endorsement of or affiliation with any other Website or Website owner, or any information, products or services provided by any third party. When leaving this Website, you should be aware that our terms and policies may no longer govern, and, therefore, you should review the applicable terms and policies of each linked Website.

## **8. Third Party Content and Privacy Information Delivered to Third Parties**

Some of the Materials are provided by independent information providers ('IIPs'). We make no representations with respect to, nor do we guarantee or endorse the availability, accuracy, reliability, completeness, currency, quality, performance, suitability, or correct sequencing of any information, materials or other content provided by any of the IIPs. We do not endorse, oppose or edit any opinion or analysis expressed by any of the IIPs. We assume no responsibility or liability for any information, materials or other content provided by any of the IIPs. Moreover, any private information you deliver to third parties accessed through a link at the Website will be held subject to the privacy policies of that third party, and not Helloverify.

The use of the Website by any entity or individual to verify the credentials of Individual is prohibited. We render limited services as per the assignment and do not offer any detective or credit worthiness information.

## **9. Submissions - Rules and Permission to Use**

Any and all materials (other than information given in connection with registration, which shall be treated asset forth in other provisions of this User Agreement), including suggestions, feedback, ideas, concepts, comments, illustrations and other materials that you disclose or offer to us on or in connection with this Website or any Materials ('Submissions') are submitted by you without any restrictions or expectation of confidentiality. You hereby assign to us without additional consideration or further obligation, all rights now known or hereafter existing to use, allow others to use, or assign the right to use, the Submissions. You further



agree that your Submissions may be used without restriction for any purpose whatsoever, commercial or otherwise, without compensation to you, including the right to use, reproduce, modify, adapt, publish, transmit, publicly perform or display, translate, create derivative works from, or otherwise communicate to the public the Submissions on this Website or elsewhere by us, our assigns or others we have allowed to use your Submissions. You will not assert any proprietary right or moral right of any kind with respect to any Submissions.

You represent and warrant to Helloverify that:

a. you own, or are otherwise lawfully authorized to use, all Submissions and portions thereof that you transmit to or through this Website;

b. any Submissions submitted by you will not contain any of the following material (the 'Proscribed Material'):

- material that is false, factually inaccurate or misleading;

- material that is defamatory, libelous, deceptive or fraudulent;

- material that violates any Indian or Foreign Law, as may be applicable;

- material that discriminates against, ridicules, harasses or disparages an individual or group for any reason, or on the basis of race, religion, national origin, gender, sexual orientation, marital status, age, disability or any other status that Helloverify deems inappropriate for the Website;

- material that violates any person's privacy right;

- material that infringes or violates any person's copyright, trademark or other intellectual property right;

- material that is obscene or derogatory; and

- material that promotes violence, firearms, ammunition or weapons designed to inflict serious bodily harm;

c. material that Helloverify deems, in its sole discretion, objectionable or inappropriate for the Website; and Helloverify's use of any Submission, as permitted under this User Agreement, does not and will not violate any Indian or Foreign Law, including without limitation any law related to advertising or testimonials, any law concerning defamation, libel and privacy, and any copyright, trademark or other intellectual property law, and will not cause injury to any person or entity.

## **10. Confidentiality on the Internet**

Use of the Internet is solely at your own risk and is subject to all applicable local, state, national, and international laws and regulations. While we have endeavored to create a secure and reliable Website, please be advised that the confidentiality of any communication or material transmitted to us over the Internet cannot be guaranteed. Consequently, neither we nor our affiliates are responsible for the security of any information transmitted via the Internet, the accuracy of the information contained on this Website, or for the consequences of any reliance on such information. You must make your own determination as to these matters.

## **11. Electronic Communications with Helloverify**

Should you elect to send or receive e-mail communications of any kind to or from Helloverify, you represent and warrant to Helloverify that your e - mail service has appropriate and adequate security systems necessary to prevent unauthorized access to outbound or inbound e - mail transmissions. You further agree that the content (including any Materials) in any e - mail or other electronic communication including but not limited to the communications between you and any other person using our Services, which include email communications, Short Messaging Service updates, Telephone Calls, Blog, Chat Room and Discussion Board Communications, Instant Message Communications, experts forum communications, faxmail communications,

membership of mailing lists etc. You receive from Helloverify is subject to the provisions of this User Agreement.

## **12. Website Monitoring**

We reserve the right to view, monitor and record activity on this Website without notice to or permission from you. We may disclose any records, electronic communications, information, materials or other content of any kind: (a) if we believe in good faith that applicable law, regulation or legal process requires it; (b) if such disclosure is necessary or appropriate to operate this Website; or (c) to protect our rights or property or the rights or property of our users and business partners. However, we are not responsible for screening, policing, editing or monitoring this Website. We

We are committed to complying with all applicable Indian and Foreign Laws and expect all Users of this Website to comply with all applicable laws as well. Using this Website to transmit any Proscribed Materials is expressly prohibited under the User Agreement.

If it comes to our attention, we discover or we are notified of an allegation that this Website or a Submission contains any Proscribed Materials, then we may, but have no obligation to, investigate the allegation and determine in our sole discretion whether to remove or request the removal of the same from this Website. Notices to us regarding any alleged violation of this User Agreement or copyright infringement on this Website should be directed to Helloverify at the following e - mail address: [corporate@helloverify.com](mailto:corporate@helloverify.com).

## **13. Events Beyond Our Control**

You absolve and release us and our affiliates from any claim of harm resulting from any cause(s) over which we or they do not have direct control, including, but not limited to, failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, computer viruses or other damaging code or data, unauthorized access, theft, operator errors, severe weather, earthquakes, natural disasters, strikes or other labor problems, wars, or governmental restrictions, and disclosure of your private information that you have provided to third parties through links on our Website.

## **14. Disclaimers**

THIS WEBSITE AND THE MATERIALS ARE PROVIDED ON AN 'AS IS' AND 'AS AVAILABLE' BASIS, AND ARE INTENDED FOR INFORMATIONAL PURPOSES ONLY. WHILE WE ENDEAVOR TO PROVIDE THE MOST ACCURATE, UP TO DATE INFORMATION AVAILABLE, THE WEBSITE MATERIALS MAY CONTAIN TECHNICAL OR OTHER INACCURACIES OR TYPOGRAPHICAL ERRORS, AND MAY BE CHANGED OR UPDATED WITHOUT NOTICE.

TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO: (A) ANY WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, RELIABILITY, COMPLETENESS, CURRENCY, QUALITY, PERFORMANCE OR SUITABILITY OF THIS WEBSITE, THE WEBSITE MATERIALS, OR ANY PRODUCTS, SERVICES OR RESULTS OBTAINED ON OR THROUGH THIS WEBSITE; AND (B) ANY IMPLIED WARRANTIES OF TITLE, NON - INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, THAT THIS WEBSITE OR ANY WEBSITE MATERIALS WILL ASSIST YOU IN IDENTIFYING A SUITABLE SERVICE PROVIDER OR FOR ANY OTHER PURPOSE. WE DO NOT REPRESENT OR WARRANT THAT THIS WEBSITE WILL BE UNINTERRUPTED, ERROR - FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT DEFECTS, IF ANY, WILL BE CORRECTED. YOU EXPRESSLY AGREE THAT YOUR USE OF THIS WEBSITE AND THE WEBSITE MATERIALS IS ENTIRELY AT YOUR OWN RISK.

FURTHER, WE EXPRESSLY DISCLAIM ANY AND ALL RESPONSIBILITY AND LIABILITY WITH RESPECT TO SEPARATE AGREEMENTS YOU MAY MAKE WITH SERVICE PROVIDERS OR WITH THIRD PARTIES WHO OFFER PRODUCTS OR SERVICES ON OR THROUGH THIS WEBSITE, AND YOU WILL LOOK SOLELY TO SUCH SERVICE PROVIDERS AND THIRD PARTIES WITH RESPECT TO ANY AND ALL CLAIMS ARISING OUT OF SUCH AGREEMENTS AND / OR SUCH PRODUCTS OR SERVICES.

## **15. Limitations of Liability**

NEITHER WE NOR OUR AFFILIATES WILL BE LIABLE FOR ANY DAMAGES RESULTING FROM YOUR USE OF, OR RELIANCE UPON, THIS WEBSITE, ANY MATERIALS, OR ANY PRODUCTS OR SERVICES OBTAINED ON OR THROUGH THIS WEBSITE. IN THE EVENT OF ANY PROBLEM WITH THIS WEBSITE, ANY WEBSITE MATERIALS, OR ANY PRODUCTS OR SERVICES OBTAINED ON OR THROUGH THIS WEBSITE, YOUR SOLE REMEDY IS TO CEASE USING SUCH ITEM / SERVICE(S).

UNDER NO CIRCUMSTANCES WILL WE OR OUR AFFILIATES, OR ANY OF OUR OR THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS, PROPRIETORS, PARTNERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SERVANTS, ATTORNEYS, PREDECESSORS, SUCCESSORS OR ASSIGNS, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS AND DAMAGES THAT RESULT FROM INCONVENIENCE, DELAY, OR LOSS OF USE) ARISING OUT OF USE OF THIS WEBSITE, ANY MATERIALS, ARRANGEMENTS MADE BASED ON INFORMATION OBTAINED ON OR THROUGH THIS WEBSITE, OR PRODUCTS OR SERVICES OBTAINED ON OR THROUGH THIS WEBSITE, EVEN IF WE OR THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

HELLOVERIFY FURTHER DISOWNS LIABILITY TOWARDS ANY DAMAGES ARISING FROM INTERRUPTION, SUSPENSION OR TERMINATION OF THE WEB SITE, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, WHETHER SUCH INTERRUPTION, SUSPENSION OR TERMINATION WAS JUSTIFIED OR NOT, NEGLIGENT OR INTENTIONAL, INADVERTENT OR ADVERTENT AND IN NO EVENT SHALL BE LIABLE TO YOU FOR ANY DAMAGES, LOSSES AND CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING BUT NOT LIMITED TO, NEGLIGENCE) EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THE WEB SITE OR FOR OBTAINING A POLICY OR SERVICE FROM THE WEBSITE, AS APPLICABLE.

FURTHER IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF THE PROTECTED ENTITIES TO A USER FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR OTHERWISE) ARISING FROM THE TERMS AND CONDITIONS OR A USER'S USE OF THE WEBSITE EXCEED, IN THE AGGREGATE RS. 1000.

It is clarified and agreed that HELLOVERIFY shall not be liable for data mismatch / errors / lapse, where the data / details are verified by HELLOVERIFY from any Agency, Third Party, Institutes, Employers or as per the information obtained from established websites and agencies or other private data source or verbal confirmation.

during site visit or otherwise (wherever agreed/requested by client) as per the practices of the trade and services.

The TAT for Educational Check may vary according to the timelines/process of respective Universities / Colleges / Educational institutions. Helloverify shall not be liable for the delays, if any on account of internal timelines/process/vacations/holidays etc. of respective Universities/Colleges/Educational institutions.

Helloverify conducts Criminal Check searches through private and public database. Helloverify does not guarantee the conclusiveness or up to date / real time completeness of these records. There may be limitations in the data / information content in such data points as the information / data are updated at various intervals. Hence, the verification may contain inconclusive / missed outcomes and Helloverify shall not be held liable for the same. Onicra will however support in recommending best practices as per industry practices that may help the client mitigate risks of employment e.g. mandating photographs during address verification etc. Such recommendations may be shared as the need arises basis scope of work assigned under such agreement and will be mutually discussed and agreed between the parties. Onicra should not be liable for any consequential damages arising out of this Agreement by reason of any error unless it's on account of fraud or willful act.

The reports and comments prepared by Helloverify are confidential in nature (confidential information). They are meant only for the internal use of the client for the assessment of the background of their applicant. These reports are not intended for publication or circulation. They should not be shared with any other person including the applicant nor be reproduced for any other purpose, in whole or in part, without our prior written consent in each specific instance. Our reports cannot be relied upon by any other person and we expressly disclaim all responsibility or liability for any costs, damages, losses, liabilities, expenses incurred by anyone as a result of circulation, publication, reproduction or use of our reports contrary to the provisions of this paragraph. The Client may disclose only the status of the case/reports to the applicant.

The Process/Practice for undertaking the checks are subject to change. HELLOVERIFY, reserves the right to carry out changes in its practice / process of carrying out verification / checks, as may be deemed necessary from time to time. If necessary, HELLOVERIFY shall update the same to the client through e - mail or other appropriate means of communication.

HELLOVERIFY will inform the User immediately of any inquiries, investigation, questions or issues raised by any authority including but not limited to any Police authority, law enforcement agency, judicial or quasi -

judicial authority or such other statutory / Government authority or their respective officials regarding and relating to services covered under this agreement, as well as expeditiously notify user of any similar action and provide copies of any notices, memos, correspondences or other documents etc. received from aforesaid authority/ agencies and shall share the required details / information with such authority / agency / officials with information to user.

## **16. Indemnity**

You will defend, indemnify, and hold harmless Helloverify and our Affiliates, and our and their respective directors, officers, shareholders, proprietors, partners, employees, agents, representatives, servants, attorneys, predecessors, successors and assigns, from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs and expenses (including reasonable attorneys' fees and litigation expenses), relating to or arising from (a) your use of this Website, any Materials, or any products or services obtained on or through this Website, (b) any arrangements you make based on information obtained on or through this Website or (c) any breach by you of this User Agreement.

## **17. Governing Law and Selection of Venue**

Regardless of the jurisdiction in which you work or reside, this User Agreement is made in the State of Delhi, and will be construed and enforced in accordance with Indian law (without regard to its provisions governing conflicts of law), as applied to agreements entered into and completely performed in India.

ANY ACTION ARISING OUT OF THE CONTENT OF THIS WEBSITE, YOUR USE OF THE MATERIALS OR YOUR UNAUTHORIZED CITATION, REPRODUCTION OR RE - PUBLICATION OF ANY SERVICE OR USE OF ANY MARKS, OR ANY ACTION TO ENFORCE THIS USER AGREEMENT WILL BE BROUGHT ONLY IN THE COURTS PRESIDING IN STATE OF DELHI, INDIA, AND YOU EXPRESSLY AGREE TO BE SUBJECT TO THE JURISDICTION OF SUCH COURTS. USE OF THIS WEBSITE IS LIMITED SOLELY TO PERSONS WHO AGREE TO RESOLVE ANY AND ALL DISPUTES PERTAINING TO THIS WEBSITE IN THE COURTS OF DELHI, AND SUCH AN AGREEMENT IS AN EXPRESS CONDITION TO USE OF THIS WEBSITE. All disputes will be subject to arbitration in the State of Delhi in English by a single arbitrator appointed by

Helloverify under the Arbitration and Conciliation Act, 1996.

This Website is controlled and operated by Helloverify from its offices within the India. We make no representation that this Website or the Materials are appropriate or available for use outside of the India, and access to this Website or the Materials from territories where their contents are illegal is prohibited. Those who choose to access this Website or the Materials from locations outside of the India do so of their own volition and are responsible for compliance with applicable local laws.

## **18. Notices; Contacting Helloverify**

All notices to you will be sent to the e-mail address that you provide to us when you register. Such notice will be deemed given one business day after the e - mail is sent. If you have any questions about this User Agreement, the Website or the Materials, or if you need to notify us, then contact us at [info@helloverify.com](mailto:info@helloverify.com) or at the following address:

HELLO VERIFY INDIA PRIVATE LIMITED

Registered Office: UG 7, Suneja Tower 1, District Center, Janakpuri, New Delhi - 110 058

Corporate Office: B-44, 1st and 3rd floor, Sector 57, Noida, 201301

Phone: +91-120-3009892

## **19. Payment, Fees and Taxes:**



. The User agrees to pay all fees and charges applicable to User's use of Services and the User shall not circumvent the fee structure. The fee is dependent on the User Plan that User purchases and not on actual usage of the Services. The fee and charges are non - refundable.

i. Each User / member is solely responsible for payment of all taxes, legal compliances, statutory registrations and reporting. Helloverify is in no way responsible for any of the taxes except for its own income tax.

ii. The fees are to be paid online through the facility made on the Website. Third parties support and services are required to process online fee payment. Helloverify is not responsible for any loss or damage caused to User during this process as these third parties are beyond the control of Helloverify.

iii. All fees are exclusive of taxes. Goods and Services Tax of 18 % or such rate as may be prescribed is levied on every purchase.

iv. Helloverify reserves the right to modify the fee structure, either by notice on the Website or through email to the authorized User, which shall be considered as valid and agreed communication.

v. In order to process the payments, Helloverify might require details of User's bank account, credit card number etc. Please check our privacy policy [www.helloverify.com](http://www.helloverify.com) on how Helloverify uses the confidential information provided by Users.

## **20. Force Majeure**

a. The term "Force Majeure" as employed herein shall include but not limited to national disaster, hostilities or wars, revolutions, acts of public enemy, restrains of any de jure or de facto Government general strikes or other labour disturbances, any kind of fire, explosion or any other similar situations beyond the reasonable control of the affected Party.

b. Neither party shall be deemed responsible for delays or failures on performance resulting from acts beyond the control of such party. In the event of either Party being rendered unable by Force Majeure event to perform any obligation required to be performed by it under this Agreement, the relative obligation of Party affected by such Force Majeure event shall upon notification to the other Parties be suspended for the period during which such cause and its consequences last.

c. In case the Force Majeure condition continues and the Parties cannot reach amicable settlement for more than Two(2) months, then the Party not being involved in such Force Majeure event may terminate this Agreement by giving written notice to the Party involved in the Force Majeure, without prejudice to any of its rights conferred hereunder, including the right to receive any payment which is due and payable at the time of giving such notice.

d. In the event of the Force Majeure event, each party shall immediately consult with each other in order to arrive at an equitable solution.

### Miscellaneous

The following provisions will survive the termination of this User Agreement: 1; 3; 6; 7; 8; 9; 10; 11; 12; 13; 14; 15; 16; 17; and 20. Failure to insist on strict performance of any provisions of this User Agreement will not operate as a waiver of any subsequent default or failure of performance. No waiver of any provision of this User Agreement will be valid unless in writing and acknowledged in writing or electronically by both parties. If any portion of this User Agreement is adjudged invalid or unenforceable by a court of competent jurisdiction, the remaining portions will remain valid, enforceable, and in effect, and the parties will promptly substitute for the invalid provision an enforceable provision which resembles the invalid provision as closely as possible in intent and economic effect. No joint venture, partnership, employment or agency relationship exists between you and Helloverify as a result of this User Agreement or your use of this Website or any Materials. This User Agreement constitutes the entire agreement between you and Helloverify with respect to your use of this Website and the Materials, and supersedes any and all prior understandings or agreements between you and Helloverify, whether written or oral. You acknowledge that, in providing you access to and use of this Website and the Materials, we have relied on your acceptance of this User Agreement.

## Other Terms and Condition:

### 0. Payment Terms

a. The fee and charges are non-refundable.

b. The fees are to be paid online through the facility made on the Website. Third parties support and services are required to process online fee payment. Helloverify is not responsible for any loss or damage caused to user during this process as these third parties are beyond the control of Helloverify.

c. All fees are exclusive of taxes. Goods and Services Tax of 18 % is levied on every purchase.

d. Helloverify reserves the right to modify the fee structure, either by notice on the Website or through email to the authorized User, which shall be considered as valid and agreed communication.

1. TAT:helloverify normally requires (14-21) working days to obtain the information. This excludes weekends and holidays. However, some delays may occur which can be beyond our control. Reasons for such delays are:

a. Incomplete / inadequate information (Insufficient information) is provided or if any document is missing, you'll be contacted via mail / call or account update to ask for required information / document.

b. Delays in Response—Universities /Schools/ Educational Institutes or employers that are closed for the summer / election holidays etc.

2. Insufficiency : In case required information /document is not facilitated in 15 days from the date of report we will process the case with the given information and will be authorized to close the case as “Unable To Verify” which will be reflected in the report. If you have any concerns on progress of your order, contact helloverify via 'Contact us' / Email or Call and we will be happy to assist you.

3. Unable to Verify (UTV cases): During Verification there might be cases that HELLOVERIFY is unable to verify (UTV). These cases are generally such cases which are beyond the control of HELLOVERIFY. Such cases shall be charged in full to the client.

4. Color Coding of Reports: For all checks a tagging is done against the outcome of the verification conducted by HELLOVERIFY for which HELLOVERIFY shall follow its own colour code resolution matrix which is as follows:

RED: NEGATIVE REPORT

ORANGE: UNABLE TO VERIFY

GREEN: POSITIVE REPORT

5. Sharing : The final report stays in the helloverify database for your future use. Also for your convenience:

6. Your report will be available online on your account which can be accessed using respective credentials.

7. If you have SELF VERIFIED yourself helloverify will allow you to SHARE the report with anyone on future using "SHARE OPTION" on respective helloverify account.

8. Your information & your records will become a portable asset for you which you can access as per your convenience using respective credentials.

9. User" shall be under an obligation to obtain necessary authorization/consents from the candidates / employees in respect of whom such verification / search is required to be conducted. As such HELLOVERIFY shall not be liable for any consequences resulting from any action taken by user or its corporate based on HELLOVERIFY's reports / output (including but not limited to cases like user's employee may sue Helloverify or

any other issue related to employee termination / employee asked to leave etc)