

# Terms of Use

**This document is published in accordance with the provisions of Rule 3 (1) of Information Technology (Intermediaries guidelines) Rules, 2011 that require publishing the rules and regulations, privacy policy and Terms of Use for access or usage of [www.globaljobs.network](http://www.globaljobs.network) website.**

The domain name [www.globaljobs.network](http://www.globaljobs.network) (hereinafter referred to as “Website”) owned and managed by Global Jobs Network LLC, a private limited company, incorporated and existing under the laws of India and having its registered office at G-45, Lower Ground Floor, Lajpat Nagar, Part 1, New Delhi – 110024, India (hereinafter referred to as “Global Jobs Network”).

Your use of the Website and services and tools are governed by the following terms conditions (“Terms of Use”) as applicable to the Website including the applicable policies which are incorporated herein by way of reference. If you transact on the Website, you shall be subject to the policies that are applicable to the Website for such transaction. By mere use of the Website, you shall be contracting with Global Jobs Network and these terms and conditions including the policies constitute your binding obligations, with the Website.

For these Terms of Use, wherever the context so requires “You” or “User” shall mean any natural or legal person who has agreed to become a user of the Website by providing Registration Data while registering on the Website as Registered User using the computer systems. This Website allows the User to surf the Website or making purchases registering on the Website. The term “We”, “Us”, “Our” shall mean Global Jobs Network.

When you use any of the services provided by us through the Website, including but not limited to job postings, resume services etc. You will be subject to the rules, guidelines, policies, terms, and conditions applicable to such service, 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. We reserve the right, at our sole discretion, to change, modify, add or remove portions of these Terms of Use, at any time without any prior written notice to you. It is your responsibility to review these Terms of Use periodically for updates / changes. Your continued use of the Website following the posting of changes will mean that you accept and agree to the revisions. If you comply with these Terms of Use, we grant you a personal, non-exclusive, non-transferable, limited privilege to enter and use the Website.  
ACCESSING, BROWSING OR OTHERWISE USING THE SITE 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 the Policies of this Website (including but not limited to Privacy Policy available on [privacy policy](#)) as amended from time to

## Membership Eligibility

Use of the Website is available only to persons who can form legally binding contracts 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 register as a User of the Global Jobs Network website and shall not transact on or use the website. As a minor if you wish to use or transact on website, such use or transaction may be made by your legal guardian or parents on the Website. Global Jobs Network reserves the right to terminate your membership and / or refuse to

provide you with access to the Website if it is brought to Global Jobs Network' notice or if it is discovered that you are under the age of 18 years.

## **Your Account and Registration Obligations**

If you use the Website, you shall be responsible for maintaining the confidentiality of display name and password and you shall be responsible for all activities that occur under your Display Name and Password. You agree that 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 this Terms of Use, we shall have the right to indefinitely suspend or terminate or block access of your membership on the Website and refuse to provide You with access to the Website. Such act on your part can accrue legal implications due to violation of laws not limited to criminal liability on your part. Further, the user agrees to indemnify Global Jobs Network for all losses incurred by it due to any false, distorted, manipulated, defamatory, libelous, vulgar, obscene, fraudulent or misleading facts or otherwise objectionable averments made by the user on the network of Global Jobs Network.

## **Platform for Transaction and Communication**

The Website is a platform that Users utilize for taking services with respect to services provided by Global Jobs Network and interact with one another for their transactions. Global Jobs Network is not and cannot be a party to or control in any manner any transaction between the Website's and other parties.

## **Obligation of User/Subscriber**

The accuracy of the Registration Data given to the Global Jobs Network on initial application for the Service shall be the sole responsibility of the User.

- The User confirms that he has obtained all licenses and permits which are necessary for posting and uploading a job listing on the Global Jobs Network' website. He indemnifies and agrees to keep the Global Jobs Network indemnified against all demands, claims and damages which may arise out of the said job posting.
- 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 at his own cost.
- The User will ensure compliance with all notices or instructions given by the Global Jobs Network from time to time to enable the use of the Service.
- The User understands and agrees that User is responsible for the payment of all applicable taxes and for all costs that are incurred in using the Website's service.
- The User shall be solely responsible for all information retrieved, stored and transmitted through the Service by him.
- The User understands and agrees that he/she shall always comply with the requirements of Information Technology Act 2000 as well as all rules, regulations, guidelines, bye laws and notifications made thereunder.
- The User hereby expressly agrees that Global Jobs Network has performed and complied with the requirements of Information Technology Act 2000 as well as all rules, regulations, guidelines, bye laws and notifications made thereunder.
- The User shall keep confidential and not disclose to any person the User's password and user identification and all activities and transmission performed by the User through his user identification.

- The User shall immediately notify the Global Jobs Network of any un-authorized use of the User's account or any other breach of security known to the User.
- The User shall promptly make the payment to the Global Jobs Network towards the Subscription Fees as and when it becomes payable.
- The User shall be responsible for the set-up or configuration of his equipment for accessing any Service.
- The User will indemnify Global Jobs Network for any action or claim committed/made by any third party resulting from any information posted on the site by the user or/and anybody else on his behalf.

## Prohibited Actions

- User is restrained from allowing any person other than the authorized person(s) named in the Order form to use the Service
- The User undertakes not to resell or assign his/her rights or obligations under this Terms of Use. User also agrees not to make any unauthorized commercial use of the Service.
- The User shall use the Service only for the purpose for which it is subscribed.
- The User 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 shall not print, download, duplicate or otherwise copy, delete, vary or amend or use any data or personal information posted by any User on the Website except such data and information which are posted by the User himself.
- User is prohibited from uploading multiple resumes of the same User/Individual using same or different accounts. Global Jobs Network reserves the right to remove any or all such resumes without further notice.
- The User shall not share the Service with any person without the prior written approval of the Global Jobs Network.
- The User shall not use the Service for any unlawful purpose including without limitation criminal purposes.
- The Service shall not be used to send or receive any message, which is offensive on moral, religious, racial or political grounds or of an abusive, indecent, obscene, defamatory or menacing nature.
- The User shall not infringe on any intellectual property rights of any person or/and retain information in any computer system or otherwise with an intention to do so.

## Prohibited Activities

You agree that you shall not host, display, upload, modify, publish, transmit, update or share any information on the Site, that —

- belongs to another person and to which you do not have any right to;
- is grossly harmful, harassing, blasphemous defamatory, obscene, pornographic, pedophilic, libelous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;
- harm minors in any way;
- infringes any patent, trademark, copyright or other proprietary rights;
- violates any law for the time being in force;

- deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
- impersonate another person
- contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;
- threatens the unity, integrity, defense, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation;
- Any Content and/ or comment/information uploaded by User/You on the Site which is non-compliant with The Information Technology Act, 2000, Rules and regulations, guidelines made thereunder, user agreement and privacy policy, as amended/re-enacted from time to time, for access or usage of Global Jobs Network' Services/Site/computer resource, the Global Jobs Network has the right to immediately terminate the access or usage rights of the User to the said Services and Site and remove/disable all information including the non-compliant information. Furthermore, the Global Jobs Network shall have the right to take recourse to such remedies as would be available to the Global Jobs Network under the applicable laws.
- In case of non-compliance of the foregoing, the access of such users to the Site shall be immediately terminated.
- If the User breaches any of the above-mentioned covenants, Global Jobs Network shall have the right to delete any material relating to the violations without prior notice to the User. Global Jobs Network shall issue a warning to the User to discontinue any activity which leads to the said violations and in the event the User continues with such prohibited activity; the Global Jobs Network reserves the unilateral right to suspend or/and deactivate the User's access to Website and to forfeit any amounts paid by him. In addition to the right to indemnity available to the Global Jobs Network, the Global Jobs Network shall have the right to any legal remedy, against the User to recover the loss suffered by the Global Jobs Network and the harm caused to the reputation of the Global Jobs Network, due to such violation by the User.
- The Users shall avail of the [www.globaljobs.network](http://www.globaljobs.network) 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 libelous or/and constitutes an illegal threat, or/and violates rights of privacy or publicity, or/and violates export control laws. The User may use the information on our site only to the extent necessary to facilitate [www.globaljobs.network](http://www.globaljobs.network) related transactions.
- The user is hereby prohibited from charging any fee from the candidates whose data is available on [www.globaljobs.network](http://www.globaljobs.network) for processing job application of such person.
- The [www.globaljobs.network](http://www.globaljobs.network) strongly opposes SPAM, which floods the Internet with unwanted and unsolicited email and deteriorates the performance and availability of the [www.globaljobs.network](http://www.globaljobs.network) service. All forms of SPAM, or any other activities that have the effect of facilitating SPAM, are strictly prohibited.
- [www.globaljobs.network](http://www.globaljobs.network) also prohibits the use of another Internet service to send or post SPAM to drive visitors to your site hosted on or through [www.globaljobs.network](http://www.globaljobs.network) systems, whether the messages were originated by you, under your direction, or by or under the direction of a related or unrelated third party.

- Job postings for positions in companies, offices, etc. that are based outside of India are not allowed on the website. Companies based out of India are also not allowed to post job openings for positions outside of the country.

## Indemnity

You shall indemnify and hold harmless Global Jobs Network, its owner, licensee, affiliates, 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 Your breach of this Terms of Use, privacy Policy and other Policies, or Your violation of any law, rules or regulations or 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 the laws of India. The place of jurisdiction shall be exclusively in New Delhi, India.

## Trademark, Copyright and Restriction

This site is controlled and operated by Global Jobs Network. All material on this site, including images, illustrations, audio clips, and video clips, are protected by copyrights, trademarks, and other intellectual property rights. Material on 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 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.

## Trademark Complaint

Global Jobs Network respects the intellectual property of others. In case you feel that your trademark has been infringed, you can write to Global Jobs Network at [contact@globaljobsnetwork.org](mailto:contact@globaljobsnetwork.org)

## Limitation of Liability

IN NO EVENT, SHALL GLOBAL JOBS NETWORK BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND ABOUT THESE TERMS OF USE, EVEN IF USER HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

## Contact Us

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

Thanks.