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- 3.1. When you register with any BookMyBai.com Site, You will be asked to provide certain information including, without limitation, name of the company / individual, a valid email address, etc. In addition to the Terms of Use and any privacy policy applicable to any BookMyBai.com Web Site, You understand and agree that the Company may disclose to third parties, on an anonymous basis, certain aggregate information contained in your registration application. Subject to the Terms of Use herein, the Company will not disclose to any third party your name, address, e-mail address or telephone number without your prior consent, except to the extent necessary or appropriate to comply with applicable laws or in legal proceedings where such information is relevant. However, You agree and acknowledge that the Company shall have the right to provide to its client / the employer using BookMyBai.com, the information provided by You including your mobile number, while the client/ employer search for similar profiles such as Yours at BookMyBai.com. The Company shall not be liable for any claims, liability (direct / indirect) or damages in this regard, should such an eventuality arise as a result of the Company sharing the information provided by You to the clients / the employer.

- 3.2. The Company reserves the right to use, with or without your prior consent, the information provided by You for the purpose of gathering market intelligence including but not limited to customer survey, analysis of customer data, customer data, marketing press releases, etc. The Company reserves the right to offer, at its sole discretion as it may deem fit, third party services and products to you based on the preferences that you identify in your registration and at any time thereafter; such offers may be made by the Company or by third parties. You agree and acknowledge that the Company may use your contact information to provide or update You regarding promotion events of the Company, new offers, renewal reminders, payment reminders, feedback, opinion etc and the same shall not be treated as “spam” or unwarranted “marketing” calls. Please see the Company's Privacy Statement (<http://www.bookmybai.com/Privacy.aspx>) for further details regarding Your information.

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- 4.2. The Company specifically prohibits any other use of BookMyBai.com, and all Users agree not to do any of the following, including without limitation while providing the User Content (defined below):
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 - 4.2.2. Users are also prohibited from violating or attempting to violate the security of any BookMyBai.com Site, directly or indirectly, including, without limitation the following activities: (a) accessing data not intended for such user or logging into a server or account which the user is not authorized to access; (b) attempting to

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- 4.2.3. Defer any contact from an employer to any agent, agency, or other third party;
- 4.2.4. Set more than one copy of the same resume / job profile to public at any one time;
- 4.2.5. Solicit passwords or personally identifiable information from other Users;
- 4.2.6. Post any jobs on any BookMyBai.com Site for any competitor of the Company or posting jobs or other content that contains links to any site competitive with BookMyBai.com;
- 4.2.7. Post jobs or content on any BookMyBai.com Site that contain any hyperlinks, email addresses, HTML Tags, "hidden" keywords or any keywords that are irrelevant to the job or are otherwise misleading contained in a job posting are prohibited;
- 4.2.8. Use any BookMyBai.com Site Resume Database for any purpose other than as an employer seeking employees, including but not limited to using the information in the Resume Database to sell or promote any products or services;
- 4.2.9. Post or submit to any BookMyBai.com Site any incomplete, false or inaccurate biographical information or information which is not your own or any misleading information;
- 4.2.10. Post on any BookMyBai.com 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;
- 4.2.11. Post the names, logos or trademarks of unaffiliated companies other than those of your customer save where expressly agreed by the Company;
- 4.2.12. Post the names of colleges, cities, states, towns or countries that are unrelated to the posting;

- 4.2.13. Post more than one job or job description, more than one location, or more than one job category, unless the product so allows;
- 4.2.14. Post any material or links to material that exploits people in a sexual, violent or other manner, or solicits personal information from anyone who is of an age of less than 18 years.
- 4.2.15. Post jobs that require citizenship of any particular country or lawful permanent residence in a country as a condition of employment, unless otherwise required in order to comply with law, regulations, executive order, or federal, state or local government contract;
- 4.2.16. Post jobs that include any screening requirement or criterion in connection with a job posting where such requirement or criterion is not an actual and legal requirement of the posted job;
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- 4.2.19. Endorse a particular political party, political agenda, political position or issue;
- 4.2.20. Promote a particular religion, faith or belief;
- 4.2.21. 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 of any BookMyBai.com Site;
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- 5.3. You agree that any email send by an employer to a jobseeker for any prospective job opportunity through BookMyBai.com may be stored at the account of the said jobseeker in BookMyBai.com for at least a period of 365 days, to, interalia, enable the said jobseeker to

access the email, as send by the employer, to take a conscious decision about the job offer in the said email.

- 5.4. The Company acts as a passive conduit for the online distribution and publication of User Content and has no obligation to screen communications or information in advance and is not responsible for screening or monitoring User Content posted by Users. However, the Company may review and delete any User Content that, in the sole judgment of BookMyBai.com, violates these Terms of Use, violates applicable law, rule or regulation, is offensive or illegal or violates the rights of, harms or threatens the safety of Users of any BookMyBai.com Site. The Company reserves the right to expel Users and prevent their further access to the BookMyBai.com Sites for violating the Terms of Use or applicable law, rule or regulation and the right to remove User Content which is in violation of the Terms of Use, abusive, illegal, or disruptive. The Company reserves the right to archive the user content folders which were not being accessed for a period of 6 months or more by the relevant users after its last access. In such event users will be able to access the archive folders with minor limitations including but not limited to non availability of the options of move to another folder, renew jobs associated with the said folders. The Company may take any action with respect to User Content that it deems necessary or appropriate in its sole discretion if it believes it may create liability for the Company or may cause the Company to lose (in whole or in part) the services of its ISPs or other suppliers.
- 5.5. Who engages in any illegal or prohibited conduct or otherwise violates these Terms of Use, including without limitation, removing the User Content from the BookMyBai.com Sites and/or terminating the offending User's ability to access the BookMyBai.com BookMyBai.com reserves the right in its sole discretion to investigate and take legal action against anyone Sites and/or use BookMyBai.com services. The Company may take any other action with respect to User Content or User actions that it deems necessary or appropriate in its sole discretion if it believes it may create liability for the Company or may cause the Company to lose (in whole or in part) the services of its ISPs or other suppliers.
- 5.6. We appreciate hearing from our Users and welcome your comments regarding our services and the BookMyBai.com Sites. Please be advised, however, that our policy does not permit us to accept or consider creative ideas, suggestions, inventions or materials other than those which we have specifically requested. While we do value your feedback on our services, please be specific in your comments regarding our services and do not submit creative ideas, inventions, suggestions, or materials. If, despite our request, you send us creative suggestions, ideas, drawings, concepts, inventions, or other information (collectively the "**Submission**"), the submission shall be the property of the company. None of the Submission shall be subject to any obligation of confidentiality on our part and we shall not be liable for any use or disclosure of any Submission. The Company shall own exclusively all now known or later discovered rights to the Submission and shall be entitled to unrestricted use of the Submission for any purpose whatsoever, commercial or otherwise, without compensation to You or any other person who submitted the Submission.

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You are responsible for maintaining the confidentiality of your account access information and passwords. You shall be responsible for all uses of your Web Site registrations and passwords, whether or not authorized by you. The log in information created for the purpose of accessing BookMyBai.com is to be used solely by the person / authorized representative of the company who has registered with the Web Site. The Company reserves the right to store the access information including the IP address of the computer / device from where the Web Site was accessed. You are not authorized to share your password or other account access information with any other party, temporarily or permanently, and breach of this obligation may tantamount to disabling the BookMyBai.com account and BookMyBai.com Services, at the sole discretion of the Company and terminating the contract with You. You agree to immediately notify the Company of any unauthorized use of your Account, and passwords.

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- 7.1. You are responsible for maintaining the confidentiality of your employer account, Profile and passwords, as applicable. You may not share your password or other account access information with any other party, temporarily or permanently, and you shall be responsible for all uses of Your BookMyBai.com Site registrations and passwords, whether or not authorized by you. You agree to immediately notify BookMyBai.com of any unauthorized use of your employer account, Profile, or passwords.
- 7.2. Employers are solely responsible for their postings on BookMyBai.com Sites. BookMyBai.com is not to be considered to be an employer with respect to your use of any BookMyBai.com Site and BookMyBai.com shall not be responsible for any employment decisions, for whatever reason, made by any entity posting jobs on any BookMyBai.com Site.
- 7.3. You understand and acknowledge that if you cancel your employer account or your employer account is terminated, all your account information from BookMyBai.com, including saved resumes, network contacts, and email mailing lists, will be marked as deleted in and may be deleted from BookMyBai.com's databases. Information may continue to be available for some period of time because of delays in propagating such deletion through BookMyBai.com's web servers. You further understand and acknowledge, upon the termination of employer account, BookMyBai.com shall have no obligation or responsibility to return your account information, and You agree and undertake not to have / make any claims for such account information.
- 7.4. Candidate profiles derived from User Content may also be made available through the Sites. BookMyBai.com does not make any representations regarding the accuracy or validity of such derived works or their appropriateness for evaluation by employers. Derived profiles may vary significantly from User Content.

- 7.5. You shall use the BookMyBai.com Resume Database as provided in these Terms and in any contract you have with BookMyBai.com. You shall use the BookMyBai.com Resume Database in accordance with all applicable privacy and data protection laws, and you agree you shall not further disclose any of the data from BookMyBai.com Resume Database to any third party, unless you are an authorized recruitment agency, staffing agency, advertising or other agency or using the resume explicitly for employment purposes.
- 7.6. You shall take appropriate physical, technical, and administrative measures to protect the data you have obtained from BookMyBai.com Resume Database from loss, misuse, unauthorized access, disclosure, alteration or destruction. You shall not share Resume Database seat-based license login credentials with any other party, nor share Resume Database pay-per-view license login credentials with any party.
- 7.7. The BookMyBai.com Resume Database shall not be used for any purpose other than as an employer seeking employees, including but not limited to advertising promotions, products, or services to any resume holders;
- 7.8. The BookMyBai.com Resume Database shall not be used to make unsolicited phone calls or faxes or send unsolicited mail, email, or newsletters to resume holders or to contact any individual unless they have agreed to be contacted (where consent is required or, if express consent is not required, who has not informed you that they do not want to be contacted);
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- 7.11. **IN ORDER TO ENSURE A SAFE AND EFFECTIVE EXPERIENCE FOR ALL OF OUR CUSTOMERS, BOOKMYBAI.COM RESERVES THE RIGHT TO LIMIT THE AMOUNT OF DATA (INCLUDING RESUME VIEWS) THAT MAY BE ACCESSED BY YOU IN ANY GIVEN TIME PERIOD. THESE LIMITS MAY BE AMENDED IN BOOKMYBAI.COM'S SOLE DISCRETION FROM TIME TO TIME.**

8. ADDITIONAL TERMS APPLICABLE TO JOB SEEKERS.

- 8.1. When you register with any BookMyBai.com Site either by directly logging onto the portal or by physical registration means like paper registration by either contact BookMyBai.com directly or through one of its vendors, You will be asked to create an account and provide the Company with certain information including, without limitation, a valid email address.
- 8.2. Any Profile you submit must be accurate and describe you, an individual person. The Profile requires standard fields to be completed and you may not include in these fields any telephone numbers, street addresses, email addresses or other means of contacting you, other than your last name and URLs.
- 8.3. You acknowledge and agree that you are solely responsible for the form, content and accuracy of any resume or material contained therein placed by you on the BookMyBai.com Sites.
- 8.4. By registering with BookMyBai.com, You acknowledge and agree to be contacted by the employer as referred to under the Terms of Use herein.
- 8.5. BookMyBai.com reserves the right to offer third party services and products to you based on the preferences that you identify in your registration and at any time thereafter or you have agreed to receive, such offers may be made by BookMyBai.com or by third parties. Please see BookMyBai.com's Privacy Policy, for further details regarding Your Information.
- 8.6. You understand and acknowledge that You have no ownership rights in Your account and that if You cancel Your BookMyBai.com account or Your BookMyBai.com account is terminated, all Your account information from BookMyBai.com, including resumes, Profiles, cover letters, saved jobs, questionnaires will be marked as deleted in and may be deleted from BookMyBai.com's databases and will be removed from any public area of the BookMyBai.com Sites. Information may continue to be available for some period of time because of delays in propagating such deletion through BookMyBai.com's web servers. In addition, third parties may retain saved copies of Your Information. You further understand and acknowledge, upon the termination of employer account, BookMyBai.com shall have no obligation or responsibility to return your account information, and You agree and undertake not have / make any claims for the account information.
- 8.6 BookMyBai.com reserves the right to delete your account and all of Your Information after a significant duration of inactivity.

9. DATA PRIVACY AND SMS ALERTS

In the context of the 'alerts' service being introduced by BookMyBai.com; the candidate consents to the use of his personal data in the form of cellular phone number(s) being used by BookMyBai.com to forward relevant job alerts and other information as and when they become available.

10. POLICY REGARDING TERMINATION OF USERS WHO INFRINGE THE COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHTS OF OTHERS.

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11. RESUME WRITING SERVICE

- 11.1. The Company shall provide resume writing service to the job seekers registered at BookMyBai.com ("**Resume Writing Service**"). The resume of the job seekers shall be prepared by the Company based on the information provided by the job seekers. For the purpose of providing the Resume Writing Service to the job seekers, the Company shall have the prerogative and liberty to decide on the form and format of resume prepared for the job seekers. Although the Company will endeavour to provide the resume to the satisfaction of the job seekers, it reserves the right on the manner of usage of content / form or any any graphical representation made in the resume as it deems fit. The Company shall not be held responsible and job seekers shall not take any action against the Company in the event, the job seeker does not like the design or the manner of usage of the

information provided in the resume, unless such information included in the resume is different from the information provided by the job seeker for the Resume Writing Service.

- 11.2. You, as a job seeker, agree and acknowledge that the Resume Writing Service will be provided to You based on the information provided by You and upon agreement between the job seeker and the Company of the Terms of Use. Notwithstanding the reasonable efforts in terms of screening the details of the job candidates whose job profiles are provided in the Website, through a third party service provider as referred in Clause 12.1 below, the Company is not responsible and shall not be held liable for claims / actions made by any party against the Company in relation to the authenticity of the information provided by You.

12. LIABILITY OF THE COMPANY

- 12.1. The BookMyBai.com and other BookMyBai.com Sites act as, among other things, venues for (i) employers to post job opportunities and search for and evaluate job candidates and candidates to post resumes and Profiles and search for and evaluate job opportunities. Whilst the Company has taken reasonable efforts in terms of screening the details of the job candidates whose job profiles are provided in the Website, through a third party service provider (the information / documentation with the respect such screening shall be provided by the Company to the employer), including for the purpose of the Resume Writing Service, the Company is not involved in the actual transaction between employers and candidates. The background verification services for the purpose of the screening the details of the job candidates whose job profiles are provided in the Website is outsourced to a third party service provider. In the event of any ambiguity, in Your opinion, with respect to the details of the job seeker provided in regard hereto, You may contact the third party service provider directly, the details of which shall be provided by the Company, upon request in writing. As a result, You agree, understand and acknowledge that:

- 12.1.1. the Company is not responsible for User Content, the quality, safety or legality of the jobs or resumes posted, the truth or accuracy of the listings, the ability of employers to offer job opportunities to candidates or the ability of candidates to fill job openings and the Company makes no representations about any jobs, resumes or User Content on BookMyBai.com and the other BookMyBai.com Sites. While BookMyBai.com reserves the right in its sole discretion to remove User Content, job postings, resumes or other material from the BookMyBai.com Sites from time to time, BookMyBai.com does not assume any obligation to do so and to the extent permitted by law, disclaims any liability for failing to take any such action.

- 12.1.2. In addition to the foregoing, there are risks, including but not limited to the risk of physical harm, of dealing with strangers, foreign nationals, underage persons or people acting under false pretenses. You assume all risks associated with dealing with other users with whom you come in contact through the BookMyBai.com Sites. By its very nature other people's information may be offensive, harmful or inaccurate, and in some cases will be mislabelled or deceptively labelled. We

expect that You will use caution and common sense when using the BookMyBai.com and other BookMyBai.com Sites, notwithstanding the efforts and endeavors that are undertaken by BookMyBai.com to protect Your interest.

- 12.1.3. Despite the reasonable efforts that BookMyBai.com undertakes in checking the veracity of the job profiles in the Website, BookMyBai.com cannot and does not confirm that each User is who they claim to be. Because the Company does not and cannot be involved in User-to-User dealings or control the behaviour of participants on any BookMyBai.com Site. You agree and acknowledge that the Company is responsible for sharing the information shared by the job-seeker in BookMyBai.com with the employer in terms herein. Upon sharing such information, the Company is not responsible for the dealings / engagements between the job-seeker and the employer. Notwithstanding the steps undertaken by the Company in relation to the screening of the job candidates / job seekers whose job profiles are provided in the Website, the onus and responsibility lies with the employer to satisfy itself with the authenticity and credibility of the job seeker. You agree and acknowledge that despite the screening of the credentials of the job candidates / job seekers by the Company, any action / inaction of the job candidates / job seekers that may be detrimental to the employer / any other party cannot be foreseen and preempted. In the event that You have a dispute with one or more Users, including in relation to the screening of the details of the job candidates whose job profiles are provided in the Website, You release BookMyBai.com (and our agents and employees) from claims, demands and damages (actual and consequential and direct and indirect) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes to the fullest extent permitted by law.
- 12.1.4. The BookMyBai.com Sites and the BookMyBai.com Content may contain inaccuracies or typographical errors. The Company makes no representations about the accuracy, reliability, completeness, or timeliness of any BookMyBai.com Site or the BookMyBai.com Content. The use of all BookMyBai.com Sites and the BookMyBai.com Content is at your own risk. The Company cannot guarantee and does not promise any specific results from use of any BookMyBai.com Site. No advice or information, whether oral or written, obtained by a User from BookMyBai.com or through or from any BookMyBai.com Site shall create any warranty not expressly stated herein.
- 12.1.5. You acknowledge and agree that you are solely responsible for the form, content and accuracy of any resume or material contained therein placed by you on the BookMyBai.com Sites. Employers are solely responsible for their postings on BookMyBai.com Sites. The Company is not to be considered to be an employer with respect to your use of any BookMyBai.com Site and the Company shall not be responsible for any employment decisions, for whatever reason made, made by any entity posting jobs on any BookMyBai.com Site.

- 12.2. The Company encourages You to keep a back-up copy of any of Your User Content. To the extent permitted by law, in no event shall the Company be liable for the deletion, loss, or unauthorized modification of any User Content.

13. LIMITATION OF LIABILITY.

- 13.1. IN NO EVENT SHALL THE COMPANY BE LIABLE TO YOU OR ANY USER ON ACCOUNT OF ANY USE, MISUSE OR RELIANCE ON THE SITE FOR ANY DAMAGES WHATSOEVER, INCLUDING DIRECT, SPECIAL, PUNITIVE, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR DAMAGES FOR LOSS OF PROFITS, REVENUE, USE, OR DATA WHETHER BROUGHT IN WARRANTY, CONTRACT, INTELLECTUAL PROPERTY INFRINGEMENT, TORT (INCLUDING NEGLIGENCE) OR OTHER THEORY, EVEN IF THE COMPANY IS AWARE OF OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, ARISING OUT OF OR CONNECTED WITH THE USE (OR INABILITY TO USE) OR PERFORMANCE OF THE SITE. WE DO NOT ASSUME ANY LEGAL LIABILITY OR RESPONSIBILITY FOR THE ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY INFORMATION, CONTENT, PRODUCT, SERVICES, OR PROCESSES DISCLOSED ON THE SITE OR ANY OTHER MATERIAL OR INFORMATION ACCESSIBLE FROM THE SITE.
- 13.2. THE FOREGOING LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW.
- 13.3. **IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY DAMAGES/THEFT/CRIMINAL ACTIVITY DONE BY THE PERSON PLACED BY BOOKMYBAI.COM AT THE EMPLOYERS END. IF THE MAID/BABYSITTER OR ANY OTHER PERSON PLACED BY BOOKMYBAI.COM, THE EMPLOYER IS WHOLELLY AND SOLELY RESPONSIBLE FOR THE CONDUCT AND CANNOT HOLD BOOKMYBAI.COM RESPONSIBLE FOR THE SAME. THE EMPLOYER IS HIGHLY RECOMMENDED TO GET A POLICE VERIFICATION DONE OF THE JOBSEEKER/MAID/BABYSITTER OR ANY OTHER ELSE THAT THEY HIRE THROUGH BOOKMYBAI.COM. IN ANY EVENT OF CRIMINAL/CIVIL CRIME DONE BY THE MAID/BABYSITTER OR ANY OTHER PERSON PLACED BY BOOKMYBAI.COM, NEITHER THE COMPANY NOR ITS VENDORS WOULD BE LIABLE.**
- 13.4. **WE ARE NOT EMPLOYERS OF THE JOBSEEKERS/MAID/BABYSITTERS/COOKS/ELDERLY CARE TAKER. EMPLOYERS MAY SEEK THE SERVICES OF THE JOBSEEKERS/MAID/BABYSITTERS/COOKS/ELDERLY CARE TAKER THROUGH THE USE OF BOOKMYBAI.COM AND JOBSEEKERS/MAID/BABYSITTERS/COOKS/ELDERLY CARE TAKER MAY EITHER DIRECTLY OR THROUGH A VENDOR POST THEIR PROFILE ON BOOKMYBAI.COM. However, if an EMPLOYER (THAT IS YOU) agree on the provision of services from an individual/ JOBSEEKERS/MAID/BABYSITTERS/COOKS/ELDERLY CARE TAKER, company or agency we or Bookmybai.com identifies through any of those Services, such agreement is solely between YOU and the individual; neither Bookmybai.com nor its agency/vendor is a party to any such agreement.**

- 13.5. **Bookmybai.com contracts with agencies that have entered into an agreement with us pursuant to which they represent that each of their individual Jobseekers/Maids/Baby Sitters/Cook/Patient Care or any other individual has passed a vigorous screening process including document checks. This may or may not include a formal police verification ,background and reference checks. However, each such agency operates independently of BookMyBai.com and is not under our control. Any issues concerning the conduct of a Employer/You or Jobseekers/Maids/Baby Sitters/Cook/Patient Care or any other individual including, without limitation, the services received by the Employer/You or payment due to the Jobseekers/Maids/Baby Sitters/Cook/Patient Care or any other individual, must be resolved directly by the Employer/You and the Jobseekers/Maids/Baby Sitters/Cook/Patient Care or any other individual. BookMyBai.com will not be held responsible and expressly disclaims any liability whatsoever for any claims, demands or damages direct or indirect of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such issues. By using this Site or our Services, you do hereby represent, understand, and expressly agree to hold BookMyBai.com harmless for any claim or controversy that may arise from any disputes between you and any Employer/You, Jobseekers/Maids/Baby Sitters/Cook/Patient Care or any other individual or other user(s) of the Site. You agree to take reasonable precautions in all interactions with Employer/You, Jobseekers/Maids/Baby Sitters/Cook/Patient Care or any other individual or other users of the Site or the Services, particularly if you decide to meet offline. Again we highly recommend that you get a formal police verification done of the maid either by us or using a third party agency for the same. By using the Site or the Services, you do hereby agree to report any alleged improprieties of any users therein to BookMyBai.com immediately by notifying BookMyBai.com of the same via electronic correspondence.**

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- 15.1. The BookMyBai.com Sites contain links to third party Web sites. These links are provided solely as a convenience to you and not as an endorsement by the Company of the contents on such third-party Web sites. BookMyBai.com is not responsible for the content of linked third-party sites and does not make any representations regarding the content or accuracy of materials on such third party Web sites. If you decide to access linked third-party Web sites, you do so at your own risk.
- 15.2. The Company does not provide or make any representation as to the quality or nature of any of the third party products or services purchased through any BookMyBai.com Site, or any other representation, warranty or guaranty. Any such undertaking, representation, warranty or guaranty would be furnished solely by the provider of such third party products or services, under the terms agreed to by the provider.

16. INDEMNITY.

You agree to defend, indemnify, and hold harmless the Company, its affiliates, and their respective officers, directors, employees and agents, from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees, alleging or resulting from (i) any User Content or other material You provide to any BookMyBai.com Site, including for the purpose of Resume Writing Service (ii) Your use of any BookMyBai.com Content, or (iii) Your breach of these Terms. BookMyBai.com shall provide notice to you promptly of any such claim, suit, or proceeding.

17. TERM AND TERMINATION

- 17.1. These Terms of Use will remain in full force and effect while you are a User of BookMyBai.com at any level. The Company reserves the right, at its sole discretion, to pursue all of its legal remedies, including but not limited to deletion of your User Content from BookMyBai.com and the other BookMyBai.com Sites and immediate termination of your registration with or ability to access BookMyBai.com and the other BookMyBai.com Sites and/or any other services provided to You by the Company, upon any breach by You of these Terms of Use or if the Company is unable to verify or authenticate any information You submit to BookMyBai.com or other BookMyBai.com Site registration. The Company shall have the right terminate Your registration in terms under this Terms of Use.

- 17.2. Even after You are no longer a User of BookMyBai.com, certain provisions of these Terms of Use will remain in effect, including Sections 2, 4.2, 7 through 16, 17.2, 18,19.1, 19.2, 19.3 and 19.4.

18. GRIEVANCE REDRESSEL :

The aggrieved user may submit their grievances by addressing to:

By post / mail:

The Director
Oxy Jobs Consultants Pvt Ltd
311, Gemstar Commercial Complex,
Ramchandra Lane Extn, Kachpada
Malad West,
Mumbai – 400 064, India
By telephone : 022-61717171
By e mail : contact@BookMyBai.com

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- 19.1. **ASSIGNMENT:** You may not assign or sub-license the rights, duties or obligations under the Terms of Use, in whole or in part, to any person or entity without the prior written of BookMyBai.com.
- 19.2. **RELATIONSHIP BETWEEN PARTIES:** It is expressly agreed that BookMyBai.com and You are independent contractors.
- 19.3. **GOVERNING LAW AND JURISDICTION:** Any disputes arising between You and BookMyBai.com is to be governed by and construed in accordance with the laws of India. The courts in Mumbai in the State of Maharashtra (India) shall have exclusive jurisdiction over disputes relating to the subject matter under this Terms of Use.
- 19.4. **SEVERABILITY AND WAIVER:** If any provisions of these Terms of Use are found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect. No waiver of any term of these Terms of Use shall be deemed a further or continuing waiver of such term or any other term.
- 19.5. **ENTIRE AGREEMENT:** The Terms of Use including the BookMyBai.com Privacy Statement constitute the entire agreement between You and the Company with respect to the use of BookMyBai.com site.

These “Terms of Use” and “BookMyBai.com Privacy Statement” of BookMyBai.com site constitute a binding agreement between You and BookMyBai.com, and is accepted by You upon your use of the BookMyBai.com Site.

Update effective: [*], 2013.