

Terms of Use

Hello,

Hello, and welcome to <https://outbound.org> ("Website" or "Platform"). We are glad to see you. Since you've decided to make the most of this Website in your quest to find yourself at the best recruiters in the community, please acquaint yourself with our Terms of use here.

These Terms of use ("Terms") govern your use of the Website. By visiting, accessing and/ or using this Website, you agree to be bound by the Terms.

The Website is a service owned and maintained by Belong, with its principal place of business as No. 10, Zeeshan Arch, Jeevanbhima Nagar, Bengaluru - 560075, and our permitted assigns (together referred to as "Company/ our/ ourselves/ we/ us"). By registering on the website, you ("Client/ User/ Users/ you/ your") acknowledge and accept without limitation or qualification these Terms, thus forming a binding contract between you and the Company. Continued usage and/ or access of Platform indicates your continued acceptance of, and promise of adherence to, these Terms.

It is clarified that the Client and the Company are individually referred to as "Party" and collectively referred to as "Parties". Any use of the above Terminology or other words in the singular, plural, capitalisation and/or he/she or they, are taken as interchangeable and therefore as referring to same.

1. General conditions of use

1.1 You declare that you are at least 18 years of age, a citizen of India, resident in India and are of firm competence to contract at the time of registration on Platform.

1.2 You declare that you have never been previously suspended or removed from Platform.

1.3 You declare that you shall abide by all the terms and conditions of these Terms, and any other policies that the Company might evolve from time to time ("Policies").

1.4 You acknowledge that these Terms are only representative, and the Company reserves the right to add, remove, change and/ or modify, at any time, the Terms or part thereof, with or without notice to the User.

1.5 The Company reserves the right to seek any and all remedies available under law and in equity on account of violation of, or non-compliance with, these Terms and Policies by the User.

1.6 Failure by the User to comply with the Terms shall result in immediate suspension and/ or Termination of the User Account (defined below) in question, and suspension and/ or Termination of the Services provided to you through Platform.

1.7 You undertake to abide by the provisions of the Information Technology Act, 2000 ("IT Act") as amended from time to time, read with any rules made thereunder, and/ or any other laws/ rules/ regulations (collectively referred to as "Laws") for the time being in force. You further undertake to submit to the jurisdiction of Bangalore for any action arising from the violation of the IT Act and/ or Laws, pursuant to your usage or access of Platform.

1.8 The selection and arrangement of all content, whether text, tables, graphics, pictures, video etc, are the proprietary property of the Company, or its licensors with all rights reserved. Any use of Platform or the content of Platform other than as specifically authorised herein, without prior written permission from the Company, is strictly prohibited and shall result in the immediate Termination of the User Account.

1.9 You understand and acknowledge that you access our Services fairly and for your personal use only. You are not permitted at any point to sell to, any third party the Reports we curate and grant

access to you for. You also undertake and represent that you input or share only such data that is your own or that you have rightful permission to share.

2. Description of Services

2.1 The Website is a platform for recruitment professionals. We may request your inputs over a form or survey, including but not limited to your education experience, professional experience, associated skills, expectations from potential work opportunities, your management of hiring processes etc., based on which your profile is created on the Platform (“Profile”). We may enrich your Profile from time to time by using information available about you in the public domain or by your updation of information from time to time. Your profile, at all times, is visible over the public internet. To understand your skills and interests, we may reach out to, and interact with, you over email, phone, text, message or other modes of communication. Please see our [Privacy Policy](#) here for more details.

2.2 Based on your Profile, and using our proprietary algorithms, we allocate rankings to you. From time to time, you may be able to update your Profile, including your management of hiring processes, resulting in updates to the rankings applied and available on the Platform. You understand and agree that the Platform may share your Profile (enriched or otherwise) with our business partners.

2.3 We may populate your Profile from time to time using data available with us through our other services and larger business. We may also, from time to time, reach out to candidates (existing and potential) to gather additional information (including without limitation through surveys) which we may then use to include on your Profile and rankings.

3. Registration

3.1 In order to use Platform and create a Profile, you are required to register on Platform by creating an account on Platform (“User Account”). As part of the registration process, you agree to provide current, complete and accurate information (“R-Data”). You undertake to keep R-Data updated, complete and accurate. If you have, in the past, ever used or accessed our platforms or services, we may pre-populate your Profile, which, before it goes live on the Platform, you shall be able to confirm, decline, edit and update, including without limitation the R-Data, User Account and Profile contents.

3.2 You agree to comply with the Terms and accept that your R-Data, and any other personal data that you may provide in the course of using Platform (collectively referred to as “Personal Information”), may be processed in accordance with the Privacy Policy of the Company, as provided on this [page](#)

3.3 The User Account is created on Platform using a username, mobile phone number, and any other Personal Information as might be required. The User Account is personal to the User and may not be transferred, assigned, gifted, lent or otherwise permitted to be used by another person. The User is responsible for maintaining, and must take all necessary steps to ensure, the confidentiality of their User Account. If the User has any reason to believe that the security of their User Account might have been compromised, or that the User Account is being, or is likely being, used without authorisation, the User must inform us immediately at letsgooutbound@belong.co

3.4 If the Company has reasonable grounds to suspect that any information provided by the User is untrue, inaccurate, outdated or incomplete, then the Company reserves the right to refuse access, Terminate the User Account, remove content, or edit content, at any time without notice to the User.

4. Exclusions and limitation of liability

4.1 You acknowledge that all liability for damages arising out of or in connection with your use of Platform is excluded. This includes, without limitation, direct loss, loss of business or profits (whether or not the loss of such profits was foreseeable, arose in the normal course of things or you have advised this Company of the possibility of such potential loss), damage caused to your computer, computer software, systems and programs and the data thereon or any other direct or indirect, consequential and incidental damages.

4.2 This applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if the Company has been advised of the possibility of such damage. In jurisdictions that do not allow the exclusion or limitation of incidental or consequential damages, the liability of the Company shall be limited to the extent of the amount actually paid through Platform by you while availing any of the Services over Platform.

4.3 You acknowledge that the Company shall not be liable for any error, fraud, theft and/ or any criminal activity which may take place at your/ User level.

4.4 From time to time, we may reach out to candidates who you have interacted with in the past, and whose email IDs you share with us. You understand that you are solely responsible for taking the relevant permissions/ consents from such candidates before sharing any information about them with us.

5. Indemnification

5.1 By accepting these Terms and using the Platform, you agree to indemnify, save, and hold us, the Company, its affiliates, contractors, employees, officers, directors, agents and its third party suppliers, licensors, and partners harmless from any and all claims, losses, damages, and liabilities, costs and expenses, including without limitation legal fees and expenses, arising out of or related to your use or misuse of the Services or of the Platform, any violation by you of these Terms, or any breach of the representations, warranties, and covenants made by you herein. We reserve the right, at your expense, to assume the exclusive defence and control of any matter for which you are required to indemnify us, the Company, including rights to settle, and you agree to cooperate with our defence and settlement of these claims. We will use reasonable efforts to notify you of any claim, action, or proceeding brought by a third party that is subject to the foregoing indemnification upon becoming aware of it. This paragraph shall survive Termination of your acceptance of this Terms.

6. Force Majeure

6.1 The Parties agree that neither Party shall be liable to the other for any failure to perform any obligation under this Terms or any agreement which is due to an event beyond the control of such Party including but not limited to any act of God, terrorism, war, political insurgence, insurrection, riot, civil unrest, act of civil or military authority, direction of governmental or regulatory authority, uprising, earthquake, flood or any other natural or man-made eventuality outside of our control, which causes the Termination of this Terms or any agreement or contract entered into, nor which could have been reasonably foreseen. Any Party affected by such event shall forthwith inform the other Party of the same and shall use all reasonable endeavours to comply with the Terms and conditions of any agreement contained herein.

7. Intellectual property rights

7.1 The Platform is owned by the Company. Unauthorized use is strictly prohibited. All rights are expressly reserved to the Company. We, or our licensors, own all right, title and interest, including,

but not limited to all copyright, trademark, patent, trade secret or other proprietary rights (collectively referred to as “IP Rights”), in and to Platform and any other materials therein, including but not limited to Reports. The logos, banners and the like are trademarks of the Company. The IP Rights may not be used in any manner without the expressed approval of all or any content featured on Platform. Without the Company's permission, you agree not to display or use these in any manner. You shall not reproduce, distribute, transmit, modify, create derivative works, display, perform or otherwise use Platform or any of the IP Rights, or attempt to reverse engineer, decompile, disassemble Platform or use Platform to create a competing product.

7.2 The Company respects the intellectual property of others. The Company expects the User to do the same. If the User believes that his/ her intellectual property rights have been violated please inform the Company immediately at letsgooutbound@belong.co and provide the following information:

- a description of the copyright that user or owner claim has been infringed;
- a description where the material is located on the site;
- complete name, address, telephone number and email address of the owner of the copyrighted material;
- signature, sent electronically or physically, of the person authorized to act on behalf of the owner of the copyright;
- a statement by the user or owner that he/she firmly believes that the disputed use is not authorized by the copyright owner;
- a statement, made under penalty of perjury, that all the given information are true and accurate and that he/she is the copyright owner or the one authorized to act on behalf of the copyright owner.

8. User responsibility for content

8.1 The User is responsible for ensuring that in their use of Platform, no action or omission occurs which is contrary to any law for the time being in force. Any breach by the User would render the User liable to Termination of User Account, blocking of User access to Platform, or any other action under any law for the time being in force. The User specifically undertakes not to host, display, upload, modify, publish, transmit, update or share any information that –

- belongs to another person and to which the user does not have any right to;
- is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating to or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;
- harms 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, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognisable offence or prevents investigation of any offence or is insulting any other nation.

9. Disclaimer

9.1 No warranties, express or implied, are made as to the accuracy of information provided to you over the Platform. All data shown by outbound.org is basis data we have in our systems and platform and to the best of our knowledge. User discretion is advised.

10. Governing Law and Dispute Resolution

10.1 This agreement shall be governed by and construed in accordance with the laws of India subject to Bangalore jurisdiction only. By visiting and registering on Platform, you agree to the applicable laws. Any dispute of any sort that might arise between you and the Company or its affiliates is subject to arbitration, per the Company's sole discretion, failing which the said dispute will be subject to the exclusive jurisdiction of the courts at Bengaluru only.

11. Grievances

11.1 If you wish to register a complaint regarding Platform, you may do so by sending an email to Abhilash Krishnan, letsgooutbound@belong.co. Your email will be acknowledged by a system generated response, or via an individual manual email to the extent possible, within 72 hours of us having received it. You will be kept informed of the progress we make in redressing your complaint and/ or the reasons for delay, if any, in such redressal.