



Applicable From 13-07-2025

Welcome to Turbjobs.co, a modern job search and application assistance platform ("**Platform**") provided by Pepper Tech Labs LLP ("**Turbojobs**"). The Platform is designed to help individuals seeking employment ("**Candidates**") to gather insights about companies seeking employees ("**Employers**") and provide tools to enable individuals to apply to open positions with Employers ("**Jobs**")

PLEASE READ THIS TERMS OF USE AGREEMENT (THE "**TERMS OF USE**") CAREFULLY. THE PLATFORM, THE INFORMATION ON THE PLATFORM, AND THE SERVICES AND RESOURCES AVAILABLE OR ENABLED VIA THE PLATFORM (EACH A "**SERVICE**" AND COLLECTIVELY, THE "**SERVICES**"), ARE CONTROLLED BY TURBOJOBS. THESE TERMS OF USE ALONG WITH ALL SUPPLEMENTAL TERMS THAT MAY BE PRESENTED TO YOU FOR YOUR REVIEW AND ACCEPTANCE (COLLECTIVELY, THE "**AGREEMENT**"), GOVERN YOUR ACCESS TO AND USE OF THE SERVICES. BY CREATING A USER PROFILE, COMPLETING THE APPLICATION OR REGISTRATION PROCESS, OR ACCESSING OR USING ANY OF THE SERVICES, INCLUDING BY CONDUCTING AN INTERVIEW WITH AN EMPLOYER OR PROVIDING ANY OTHER INFORMATION THROUGH THE PLATFORM, YOU REPRESENT THAT (1) YOU HAVE READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THE AGREEMENT, (2) YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH Turbojobs, AND (3) YOU HAVE THE AUTHORITY TO ENTER INTO THE AGREEMENT. THE TERM "YOU" REFERS TO THE INDIVIDUAL ACCESSING OR USING THE SERVICES. IF YOU DO NOT AGREE TO BE BOUND BY THE AGREEMENT, YOU MAY NOT ACCESS OR USE ANY OF THE SERVICES. YOU AND Turbojobs TOGETHER SHALL BE REFERRED TO AS "**PARTIES**".

IF YOU SUBSCRIBE TO THE SERVICES FOR A TERM (THE "**INITIAL TERM**"), THE TERMS OF USE WILL BE AUTOMATICALLY RENEWED FOR ADDITIONAL PERIODS OF THE SAME DURATION AS THE INITIAL TERM AT Turbojobs THEN-CURRENT FEE FOR SUCH SERVICES UNLESS YOU DECLINE TO RENEW YOUR SUBSCRIPTION IN ACCORDANCE WITH ARTICLE 5.2 (AUTOMATIC RENEWAL) BELOW.

PLEASE BE AWARE THAT ARTICLE 17 (DISPUTE RESOLUTION) OF THE AGREEMENT BELOW CONTAINS PROVISIONS GOVERNING HOW ANY DISPUTES BETWEEN THE PARTIES WILL BE RESOLVED. IN PARTICULAR, IT CONTAINS AN ARBITRATION CLAUSE WHICH WILL, WITH LIMITED EXCEPTIONS, REQUIRE DISPUTES BETWEEN US TO BE SUBMITTED TO BINDING AND FINAL ARBITRATION.

PLEASE BE AWARE THAT ARTICLE 1.5 (Turbojobs COMMUNICATIONS) OF THE AGREEMENT BELOW CONTAINS YOUR OPT-IN CONSENT TO RECEIVE COMMUNICATIONS FROM US, INCLUDING, AS APPLICABLE, VIA E-MAIL.

PLEASE NOTE THAT THE AGREEMENT IS SUBJECT TO CHANGE BY Turbojobs IN ITS SOLE DISCRETION AT ANY TIME. WHEN CHANGES ARE MADE, Turbojobs WILL MAKE A COPY OF THE UPDATED AGREEMENT AVAILABLE AT Turbojobs.co AND UPDATE THE “LAST UPDATED DATE” AT THE TOP OF THESE TERMS OF USE. IF WE MAKE ANY MATERIAL CHANGES TO THE AGREEMENT, WE WILL PROVIDE NOTICE OF SUCH MATERIAL CHANGES ON THE WEBSITE AND THE PLATFORM. ANY CHANGES TO THE AGREEMENT WILL BE EFFECTIVE IMMEDIATELY FOR NEW USERS OF THE SERVICES AND WILL BE EFFECTIVE FOR EXISTING USERS UPON SEVEN (7) DAYS AFTER THE “LAST UPDATED DATE” AT THE TOP OF THESE TERMS OF USE. IF YOU DO NOT AGREE TO THE UPDATED AGREEMENT, YOU MUST STOP USING ALL SERVICES UPON THE EFFECTIVE DATE OF THE UPDATED AGREEMENT. OTHERWISE, YOUR CONTINUED USE OF ANY OF THE SERVICES AFTER THE EFFECTIVE DATE OF THE UPDATED AGREEMENT CONSTITUTES YOUR ACCEPTANCE OF THE UPDATED AGREEMENT. PLEASE REGULARLY CHECK THE WEBSITE TO VIEW THE THEN-CURRENT AGREEMENT. YOU AGREE THAT TURBOJOBS’ CONTINUED PROVISION OF THE SERVICES IS ADEQUATE CONSIDERATION FOR THE CHANGES IN THE UPDATED AGREEMENT.

1. THE SERVICES.

1.1 Description of the Services. The Services include the following, which may be purchased separately or bundled together:

- **Search:** Search allows you to search, review, and manually apply for available Jobs with Employers that are included in our database. As a subscriber to “Search”, you will have access to insights relating to several Employers included in the Platform’s database.

- **Auto Apply:** Auto Apply applies artificial intelligence and machine learning tools in order to automatically apply for Jobs that may be of interest to you. As part of Auto Apply, you will be required to complete a questionnaire about your skills, experience, Job preferences, and other information that may be useful or relevant to your Job application (“**Questionnaire**”). Auto Apply uses that Questionnaire to target Jobs that may be of interest to you, recommend such Jobs to you, prepare answers posed on the applications for recommended Jobs, complete applications for recommended Jobs, and automatically submit your Job application to the potential Employer(s). PLEASE NOTE THAT IF WE HAVE FOUND A RELEVANT JOB FOR YOU AND YOU HAVE ENABLED AUTO-APPLY FEATURE ON THE PLATFORM, WE WILL AUTO-APPLY TO THE JOBS BASED ON THE QUESTIONNAIRE FILLED BY YOU. IN THE CIRCUMSTANCES WHERE THE JOB APPLICATION REQUIRES MORE INFORMATION THAN WHAT YOU HAVE PROVIDED TO US, WE MAY FILL THE INFORMATION BY DEDUCING INFORMATION FROM YOUR RESUME (USING ARTIFICIAL INTELLIGENCE) OR BY FILLING “N/A” OR OTHER SUCH ANSWERS.

WE MAY INCLUDE ONLY THE MINIMUM SET OF INFORMATION WHICH IS NEEDED TO SUBMIT THE APPLICATION. WE MAY OR MAY NOT FILL NON-MANDATORY INFORMATION REQUESTED BY THE EMPLOYERS. WE SHALL NOT BE RESPONSIBLE OR LIABLE TO YOU OR TO THE EMPLOYERS WHO POSTED THE JOB FOR:

1. YOUR FAILURE TO PROVIDE US WITH COMPLETE INFORMATION REQUESTED IN THE JOBS.

2. THE PLATFORM FILLING JOB QUESTIONS WHICH MAY BE INCOMPLETE OR INCORRECT FOR YOUR APPLICATION.

3. ANY OTHER UNFORESEEN CIRCUMSTANCES THAT CAUSE INCOMPLETE/INCORRECT INFORMATION IN THE JOB APPLICATION.

AFTER FILLING THE JOB APPLICATION, WE WILL SEND YOU A SUMMARY OF THE JOB APPLICATION WE HAVE FILLED FOR YOU. IF IN CASE SOME INFORMATION IS MISSING OR IS INCOMPLETE FROM THE JOB APPLICATION, IT IS YOUR RESPONSIBILITY TO REACH OUT TO THE EMPLOYER AND PROVIDE THE CORRECTIONS. WE ARE NOT LIABLE FOR ANY INCORRECT/INCOMPLETE INFORMATION BEING SENT TO THE EMPLOYER(S).

1.2 Limitations of the Services. You acknowledge and agree that while Turbojobs provides tools, information, and resources relating to Employers and/or Jobs, we are not responsible or liable for changing market conditions or Job posting changes (including the failure of an Employer to remove a fulfilled Job). Further, while Turbojobs provides tools, information, and resources, designed to help you with your Job search and application process, it is ultimately your responsibility to review and confirm any materials, including Job applications, resumes, and cover letters, for the accuracy, legality, and completeness of all such materials. We are not liable for any loss, damages, or liability, caused by the omissions, false statements, or inaccuracies, of any such materials. PLEASE NOTE THAT Turbojobs MAKES NO WARRANTY OR GUARANTEE REGARDING THE SUCCESS OF YOUR JOB SEARCH, INCLUDING THAT ANY EMPLOYER WILL REVIEW YOUR MATERIALS, INVITE YOU FOR AN INTERVIEW, AND/OR EMPLOY OR ENGAGE YOU, ON A PART-TIME OR FULL-TIME BASIS.

1.3 Use of the Services. The Services, and the information and content available on them, are protected by applicable intellectual property laws. Subject to your compliance with these Terms of Use, Turbojobs grants you a limited, non-exclusive, revocable, non-assignable, personal and non-transferable license to access and make personal use of the Platform. Unless subject to a separate license between you and Turbojobs, your right to use any and all Services is subject to the Agreement. You understand that the Services are evolving and that Turbojobs may update the Services with or without notifying you.

1.4 Certain Restrictions. The rights granted to you in the Agreement are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign,

reproduce, distribute, host or otherwise commercially exploit any of the Services; (b) you shall not frame or utilize framing techniques to enclose any trademark, logo, or other parts of the Services (including images, text, page layout or form); (c) you shall not use any metatags or other “hidden text” using Turjobs’ name or trademarks; (d) you shall not modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the Services except to the extent the foregoing restrictions are expressly prohibited by applicable law; (e) you shall not use any manual or automated software, devices or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to “scrape” or download data from any web pages contained in the Services (except that we grant the operators of public search engines revocable permission to use spiders to copy materials from the Website for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials); (f) except as expressly stated herein, no part of the Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means; and (h) you shall not remove or destroy any copyright notices or other proprietary markings contained on or in the Services. Any future release, update or other addition to the Services shall be subject to the Agreement. Turbojobs, its suppliers and service providers reserve all rights not granted in the Agreement.

1.5 Turbojobs Communications. By entering into the Agreement or using the Services, you agree to receive communications from us, including via e-mail. Communications from us and our affiliated companies may include but are not limited to: operational communications concerning your Account or the use of the Services, updates concerning new and existing features on the Services, communications concerning promotions run by us or our third-party partners, and news concerning the Turbojobs and industry developments.

2. REGISTRATION.

2.1 Registering Your Account. In order to access certain features of the Services you may be required to become a Registered User. For purposes of the Agreement, a “Registered User” is a user who has registered an account with Turbojobs through the Services (“**Account**”).

2.2 Registration Data. In registering an Account and/or completing a Questionnaire (if applicable), you agree to (a) provide true, accurate, current and complete information about yourself as prompted by the registration form or Questionnaire (the “**Registration Data**”); and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. You represent that you are (i) at least eighteen (18) years old; (ii) of legal age to form a binding contract; and (iii) not a person barred from using Turbojobs Properties under the laws of the India, your place of residence or any other applicable jurisdiction. You are solely

responsible for all activities that occur under your Account. You agree that you shall monitor your Account to restrict use by any other persons, including minors, and you will accept full responsibility for any such unauthorized use. You may not share your Account login or password with anyone, and you agree to (y) notify Turbojobs immediately of any unauthorized use of your password or any other breach of security; and (z) exit from your Account at the end of each session. If you provide any information that is untrue, inaccurate, not current or incomplete, or Turbojobs has reasonable grounds to suspect that any information you provide is untrue, inaccurate, not current or incomplete, Turbojobs has the right to suspend or terminate your Account and refuse any and all current or future use of the Services (or any portion thereof). You agree not to create an Account using a false identity or information, or on behalf of someone other than yourself. You agree that you shall not have more than one Account at any given time. Turbojobs reserves the right to remove or reclaim any usernames at any time and for any reason, including but not limited to, claims by a third party that a username violates the third party's rights. You agree not to create an Account or use the Services if you have been previously removed by Turbojobs, or if you have been previously banned from any of the Services.

2.3 Necessary Equipment and Software. You must provide all equipment and software necessary to connect to the Services. You are solely responsible for any fees, including Internet connection or mobile fees, that you incur when accessing the Services.

3. RESPONSIBILITY FOR CONTENT.

3.1 Types of Content. You acknowledge that all information, data, text, software, music, sound, photographs, graphics, video, messages, tags and other materials accessible through the Services (collectively, "**Content**") is the sole responsibility of the party from whom such Content originated. This means that you, and not Turbojobs, are entirely responsible for all Content that you upload, post, e-mail, transmit or otherwise make available through the Services, including, without limitation, Candidate Information (as defined below) ("**Your Content**"), and that you and other users of the Services, and not Turbojobs, are similarly responsible for all Content they make available through the Services ("**User Content**").

3.2 Candidate Information. As a Candidate, you may submit your resume, portfolio projects, and other applicable materials or information, including your name, email address, employment and work history, work experience, educational background and skill set ("**Candidate Information**") as part of the Questionnaire and/or a Job application. Please remember that Employers to whom you have submitted a Job application may see, and use any Candidate Information that you submit as part of a Job application. Once you remove certain Candidate Information from the Services (including by updating a Questionnaire), we will cease making that Candidate Information available to Employers, but please note that we do not

control how Employers may continue to use any Candidate Information they had access to through the Services prior to such removal.

3.3 No Obligation to Pre-Screen Content. You acknowledge that Turbojobs has no obligation to pre-screen Content (including, but not limited to, User Content and Candidate Information), although Turbojobs reserves the right in its sole discretion to pre-screen, refuse or remove any Content. By entering into the Terms of Use, you hereby provide your irrevocable consent to such monitoring. You acknowledge and agree that you have no expectation of privacy concerning the transmission of Your Content, including without limitation chat, text, or voice communications. In the event that Turbojobs pre-screens, refuses or removes any Content, you acknowledge that Turbojobs will do so for Turbojobs' benefit, not yours. Without limiting the foregoing, Turbojobs shall have the right to remove any Content that violates this Agreement or is otherwise objectionable.

4. OWNERSHIP.

4.1 Services. Except with respect to Your Content, you agree that Turbojobs and its suppliers own all rights, title and interest in the Services (including but not limited to, any computer code, themes, objects, characters, character names, stories, dialogue, concepts, artwork, animations, sounds, musical compositions, audiovisual effects, methods of operation, moral rights, documentation, and Turbojobs software). You agree not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying any Services.

4.2 Trademarks. Turbojobs' name and all related stylizations, graphics, logos, service marks and trade names used on or in connection with any Services are the trademarks of Turbojobs and may not be used without permission in connection with your, or any third-party, products or services. Third party trademarks, service marks and trade names that may appear on or in the Services are the property of their respective owners and Turbojobs does not claim any infringement of those trademarks, service marks and trade names.

4.3 Your Content. Turbojobs does not claim ownership of Your Content. However, when you post or publish Your Content on or in any Services, you represent that you own or have all necessary and worldwide intellectual property rights, including moral rights, to post or publish Your Content, including Candidate Information, on or in the Services.

4.4 License to Your Content. You grant Turbojobs a fully paid, royalty-free, worldwide, non-exclusive right (including any moral rights) and license to use Your Content (in whole or in part) (including your Candidate Information) for the purposes of operating and providing the Services to you and Employers and, on a de-identified, aggregated basis, to improve our products and services. You agree that you, not Turbojobs, are responsible for all of Your Content. Any Content posted

by you in your profile may not contain nudity, violence, sexually explicit, or offensive subject matter as determined by Turbojobs in its sole discretion.

4.5 Account. Notwithstanding anything contained herein to the contrary, you acknowledge and agree that you will have no ownership or other property interest in your Account, and you further acknowledge and agree that all rights in and to your Account are and will forever be owned by and enure to the benefit of Turbojobs.

4.6 Feedback. You agree that submission of any ideas, suggestions, documents, and/or proposals to Turbojobs through its contact, suggestion, feedback, or similar pages (“**Feedback**”) is at your own risk and that Turbojobs has no obligations (including without limitation obligations of confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback. You hereby grant to Turbojobs a fully paid, royalty-free, perpetual, irrevocable, worldwide, and non-exclusive right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Feedback, and to sublicense the foregoing rights, in connection with the operation and maintenance of the Services and/or Turbojobs’ business.

5. SUBSCRIPTION FEES AND PAYMENT.

5.1 Payment. You agree to pay all fees or charges to your Account in accordance with the fees, charges and billing terms in effect at the time a fee or charge is due and payable. You must provide Turbojobs with a valid credit card (Visa, MasterCard, or any other issuer accepted by us) or PayPal account of a payment provider (“**Payment Provider**”) to access certain features of the Platform, including purchasing a Subscription (as described in Article 5.2 below). Your Payment Provider agreement governs your use of the designated credit card or PayPal account, and you must refer to that agreement, not this Terms of Use, to determine your rights and liabilities. Turbojobs uses third party payment processors, which may include Dodopayments. and its affiliates as its third party service provider for payment services (e.g., merchant of records, card acceptance, merchant settlement, and related services) (a “**Payment Processor**”). By completing a payment on our Platform, you agree to be bound by the Payment Processor’s privacy policy and its terms of service and hereby consent and authorize Turbojobs and its Payment Processor to share any information and payment instructions you provide with one or more Payment Processor(s) to the extent required to complete your transactions. By providing your credit card number and associated payment information, you agree that Turbojobs, or its Payment Processor on Turbojobs’ behalf, is authorized to immediately invoice your Account for all fees and charges as they become due and payable and that no additional notice or consent is required. You agree to immediately update your payment settings with any changes in your billing address or the credit card used for payment hereunder. You agree to immediately notify Turbojobs of any change in your billing address or the credit card or PayPal account

used for payment hereunder. Turbojobs reserves the right at any time to change its prices and billing methods, either immediately upon posting on the Platform or by e-mail delivery to you.

5.2 Subscription Fees; Automatic Renewal. Turbojobs offers subscription plans for Search and Auto Apply (and bundles of the foregoing options, in certain cases) (a “**Subscription**”). Your Subscription will continue indefinitely until terminated in accordance with the Terms of Use. After your initial subscription period, and again after any subsequent subscription period, your Subscription will automatically commence on the first day following the end of such period (each a “**Renewal Commencement Date**”) and continue for an additional equivalent period, at Turbojobs’ then-current price for such Subscription. You agree that your Account will be subject to this automatic renewal feature unless you cancel your Subscription at least fifteen (15) days prior to the Renewal Commencement Date (or in the event that you receive a notice from Turbojobs that your Subscription will be automatically renewed, you will have fifteen (15) days from the date of the Turbojobs notice), by logging into and going to the “Change/Cancel Membership” page of your “Account Settings” page. If you do not wish your Subscription to renew automatically, or if you want to change or terminate your Subscription, please log in and go to the “Change/Cancel Membership” page on your “Account Settings” page. If you cancel your Subscription, you may use your Subscription until the end of your then-current subscription term; your Subscription will not be renewed after your then-current term expires. However, you will not be eligible for a prorated refund of any portion of the subscription fee paid for the then-current subscription period. By subscribing, you authorize Turbojobs to charge your Payment Provider now, and again at the beginning of any subsequent subscription period. Upon renewal of your Subscription, if Turbojobs does not receive payment from your Payment Provider, (a) you agree to pay all amounts due on your Account upon demand and/or (b) you agree that Turbojobs may either terminate or suspend your subscription and continue to attempt to charge your Payment Provider until payment is received (upon receipt of payment, your Account will be activated and for purposes of automatic renewal, your new subscription commitment period will begin as of the day payment was received).

5.3 Cancellations and Refunds. You can cancel your Subscription by signing on to your Account and following the instructions for cancelling your Subscription. You are allowed to use a free-trial version of the services for up to the first seven (7) days of registering on the platform. Once the seven (7) calendar days have passed, your account will be charged by Turbojobs or the associated Payments Providers. All payments from the first seven (7) days of registering on the Platform are nonrefundable. If you cancel your Subscription, or if your account is terminated under this Terms of Use, you will not receive a refund or credit, including for partial periods of service.

5.4 Taxes. The payments required under Article 5.2 (Subscription Fees) of this Terms of Use do not include any Sales Tax that may be due in connection with the services provided under this Terms of Use. If Turbojobs determines it has a legal obligation to collect a Sales Tax from you in connection with this Terms of Use, Turbojobs shall collect such Sales Tax in addition to the payments required under Article 5.2 (Subscription Fees) of this Terms of Use. If any services, or payments for any services, under the Terms of Use are subject to any Sales Tax in any jurisdiction and you have not remitted the applicable Sales Tax to Turbojobs, you will be responsible for the payment of such Sales Tax and any related penalties or interest to the relevant tax authority, and you will indemnify Turbojobs for any liability or expense Turbojobs may incur in connection with such Sales Taxes. Upon Turbojobs' request, you will provide it with official receipts issued by the appropriate taxing authority, or other such evidence that you have paid all applicable taxes. For purposes of this provision, "Sales Tax" shall mean any sales or use tax and any other tax measured by sales proceeds that is the functional equivalent of a sales tax where the applicable taxing jurisdiction does not otherwise impose a sales or use tax.

6. USER CONDUCT.

As a condition of use, you agree not to use any of the Services for any purpose that is prohibited by this Agreement or by applicable law. You shall not (and shall not permit any third party) either (a) take any action or (b) make available any Content on or through the Services that: (i) infringes, misappropriates or otherwise violates any intellectual property right, right of publicity, right of privacy or other right of any person or entity; (ii) is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, offensive, or profane; (iii) constitutes unauthorized or unsolicited advertising, junk or bulk e-mail; (iv) involves commercial activities and/or sales, such as contests, sweepstakes, barter, advertising, or pyramid schemes without Turbojobs' prior written consent; (v) impersonates any person or entity, including any employee or representative of Turbojobs; (vi) interferes with or attempt to interfere with the proper functioning of the Services or uses the Services in any way not expressly permitted by the Agreement; or (vii) attempts to engage in or engage in, any potentially harmful acts that are directed against the Services, including but not limited to violating or attempting to violate any security features of the Services, introducing viruses, worms, or similar harmful code into the Services, or interfering or attempting to interfere with use of the Services by any other user, host or network, including by means of overloading, "flooding," "spamming," "mail bombing," or "crashing" the Services.

7. CONFIDENTIALITY.

You agree to keep all information gained from using the Services confidential. You agree not to post, publicly or privately, or disclose any Job offers or opportunities, or insights about Employers, you become aware of through the Services.

8. INTERACTIONS WITH OTHER USERS.

You are solely responsible for your interactions with other Registered Users and any other parties with whom you interact; provided, however, that Turbjobs reserves the right, but has no obligation, to intercede in such disputes. You agree that Turbjobs will not be responsible for any liability incurred as the result of such interactions. TURBOJOBS DOES NOT INQUIRE INTO THE BACKGROUNDS OF ITS REGISTERED USERS OR ATTEMPT TO VERIFY THE CONTENT OF ITS REGISTERED USERS. TURBOJOBS MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF REGISTERED USERS OR EMPLOYERS OR THEIR COMPATIBILITY WITH ANY CURRENT OR FUTURE REGISTERED USERS.

9. INDEMNIFICATION.

You agree to indemnify and hold Turbjobs, its parents, subsidiaries, affiliates, officers, employees, agents, partners, suppliers, and licensors (each, a “**Turbjobs Party**” and collectively, the “**Turbjobs Parties**”) harmless from any losses, costs, liabilities and expenses (including reasonable attorneys’ fees) relating to or arising out of any and all of the following: (a) Your Content; (b) your use of any Service in violation of the Agreement; (c) your violation of any rights of another party; or (d) your violation of any applicable laws, rules or regulations. Turbjobs reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you agree to fully cooperate with Turbjobs in asserting any available defenses. This provision does not require you to indemnify any of the Turbjobs Parties for any unconscionable commercial practice by such party or for such party’s fraud, deception, false promise, misrepresentation or concealment, or suppression or omission of any material fact in connection with any Services provided hereunder. You agree that the provisions in this section will survive any termination of the Agreement and/or your access to the Services.

10. DISCLAIMER OF WARRANTIES AND CONDITIONS.

10.1 As Is. YOU EXPRESSLY UNDERSTAND AND AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK, AND THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITH ALL FAULTS. TURBOJOBS EXPRESSLY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT ARISING FROM USE OF THE SERVICES.

(a) TURBJOBS MAKES NO WARRANTY, REPRESENTATION OR CONDITION THAT: (1) THE SERVICES WILL MEET YOUR REQUIREMENTS; (2) YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (3) THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES WILL BE ACCURATE OR

RELIABLE; OR (4) THAT YOU WILL SECURE ANY EMPLOYMENT OR OTHER OPPORTUNITY.

(b) TURBOJOBS MAKES NO REPRESENTATIONS OR GUARANTEES REGARDING THE EFFECTIVENESS OR TIMELINESS OF THE SERVICES IN MEETING YOUR EMPLOYMENT OBJECTIVES. TURBOJOBS DOES NOT GUARANTEE THAT THE SERVICES WILL RESULT IN CANDIDATES BEING HIRED, POSITIONS BEING FILLED OR CANDIDATES BEING RETAINED, AND IS NOT RESPONSIBLE OR LIABLE FOR ANY BUSINESS, EMPLOYMENT, HIRING AND/OR SALARY DECISIONS, FOR WHATEVER REASON MADE, MADE BY YOU.

(c) ANY AGREEMENTS CREATED BETWEEN AN EMPLOYER AND A CANDIDATE ARE NOT BINDING ON TURBOJOBS. A CANDIDATE AND AN EMPLOYER ARE RESPONSIBLE FOR AGREEING TO THE TERMS OF ANY AGREEMENT BETWEEN SUCH EMPLOYER AND CANDIDATE, INCLUDING WITH RESPECT TO COMPENSATION PAID BY EMPLOYER TO CANDIDATE, AND TURBOJOBS WILL NOT BE A PART OF ANY SUCH DISCUSSIONS OR NEGOTIATIONS WITH RESPECT TO SUCH AGREEMENT. YOU WILL NOT CONSIDER TURBOJOBS , NOR WILL TURBOJOBS BE CONSTRUED AS, A PARTY TO SUCH TRANSACTIONS, WHETHER OR NOT TURBOJOBS RECEIVES SOME FORM OF REMUNERATION IN CONNECTION WITH THE TRANSACTION, AND TURBOJOBS WILL NOT BE LIABLE FOR ANY COSTS OR DAMAGES ARISING OUT OF OR RELATED TO SUCH TRANSACTION. NO CONTRACTUAL OBLIGATIONS ARE CREATED WITH US WITH RESPECT TO SUCH TRANSACTIONS OR AGREEMENTS.

(d) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM TURBOJOBS OR THROUGH THE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

(e) TURBOJOBS MAKES NO GUARANTY OF CONFIDENTIALITY OF ANY COMMUNICATION OR INFORMATION TRANSMITTED USING THE PLATFORM.

(f) ANY CONTENT ACCESSED THROUGH THE SERVICES, IS AT YOUR OWN RISK. WE DO NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF ANY CONTENT, INCLUDING ANY INFORMATION OR INSIGHTS, MADE AVAILABLE THROUGH THE PLATFORM OR SERVICES, OR PASSED TO EMPLOYERS. YOU SHALL BE SOLELY RESPONSIBLE FOR ANY LOSS THAT RESULTS FROM ACCESSING SUCH CONTENT AND/OR YOUR RELIANCE ON ANY SUCH CONTENT.

10.2 No Liability for Conduct of Third Parties. YOU ACKNOWLEDGE AND AGREE THAT TURBOJOBS PARTIES ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD TURBOJOBS PARTIES LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING EMPLOYER OR ANY OPERATORS OF EXTERNAL SITES AND OTHER USERS OF THE SERVICES, AND THAT THE RISK OF INJURY FROM SUCH THIRD

PARTIES RESTS ENTIRELY WITH YOU. NEITHER THIS AGREEMENT NOR THE TURBOJOBS PRIVACY POLICY EXTENDS TO THE EMPLOYER THAT WILL HAVE ACCESS TO YOUR INFORMATION AND OTHER CONTENT YOU PROVIDE IN CONNECTION WITH YOUR USE OF THE PLATFORM. TURBOJOBS IS NOT RESPONSIBLE FOR WHAT THE EMPLOYER MAY DO OR NOT DO WITH YOUR INFORMATION THAT YOU PROVIDE.

10.3 No Liability for Conduct of Other Users. YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SERVICES. YOU UNDERSTAND THAT TURBOJOBS DOES NOT MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF USERS OF THE SERVICES.

10.4 No Liability for Employment Issues. YOU ACKNOWLEDGE AND AGREE THAT TURBOJOBS PARTIES ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD TURBOJOBS LIABLE, FOR CONTRACTS, CONTRACTUAL OBLIGATIONS, OR OTHER OBLIGATIONS THAT MAY ARISE FROM AN EMPLOYMENT, CONTRACTOR, OR OTHER RELATIONSHIP BETWEEN AN EMPLOYER AND ANY CANDIDATE. YOU ACKNOWLEDGE AND AGREE THAT THERE IS NO EMPLOYMENT RELATIONSHIP BETWEEN YOU AND TURBOJOBS AND THAT TURBOJOBS IS NOT A PARTY TO ANY AGREEMENTS BETWEEN YOU AND AN EMPLOYER.

10.5 Third-Party Materials. As a part of the Services, you may have access to materials that are hosted by another party, including the Employer. You agree that it is impossible for Turbojobs to monitor such materials and that you access these materials at your own risk.

10. LIMITATION OF LIABILITY.

10.1 Disclaimer of Certain Damages. YOU UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT SHALL TURBOJOBS PARTIES BE LIABLE FOR ANY LOSS OF PROFITS, REVENUE OR DATA, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR DAMAGES OR COSTS DUE TO LOSS OF PRODUCTION OR USE, BUSINESS INTERRUPTION, OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, IN EACH CASE WHETHER OR NOT TURBOJOBS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT OR ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF THE SERVICES, ON ANY THEORY OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY OF AN TURBOJOBS PARTY FOR (i) DEATH OR PERSONAL INJURY CAUSED BY AN TURBOJOBS PARTY'S NEGLIGENCE; OR FOR (ii) ANY INJURY CAUSED BY AN TURBOJOBS PARTY'S FRAUD OR FRAUDULENT MISREPRESENTATION.

11.2 Cap on Liability. TO THE FULLEST EXTENT PROVIDED BY LAW, TURBOJOBS' PARTIES WILL NOT BE LIABLE TO YOU FOR MORE THAN THE GREATER OF (a)

8.564,65 INDIAN NATIONAL RUPEES (OR THE EQUIVALENT AMOUNT OF 100 USD BASED ON THE CURRENCY RATES BETWEEN USD AND INR); OR (b) THE REMEDY OR PENALTY IMPOSED BY THE STATUTE UNDER WHICH SUCH CLAIM ARISES. THE FOREGOING CAP ON LIABILITY SHALL NOT APPLY TO LIABILITY OF AN TURBOJOBS PARTY FOR (i) DEATH OR PERSONAL INJURY CAUSED BY AN TURBOJOBS PARTY'S NEGLIGENCE; OR FOR (ii) ANY INJURY CAUSED BY AN TURBOJOBS PARTY'S FRAUD OR FRAUDULENT MISREPRESENTATION.

11.3 Content. EXCEPT FOR TURBOJOBS' OBLIGATIONS TO PROTECT YOUR PERSONAL DATA AS SET FORTH IN TURBOJOBS' PRIVACY POLICY, TURBOJOBS ASSUMES NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY CONTENT (INCLUDING, BUT NOT LIMITED TO, YOUR CONTENT), USER COMMUNICATIONS OR PERSONALIZATION SETTINGS.

11.4 Basis of the Bargain. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN TURBOJOBS AND YOU.

12. INVESTIGATIONS.

Turbojobs may, but is not obligated to, monitor or review the Services and Content at any time. Without limiting the foregoing, Turbojobs shall have the right, in its sole discretion, to remove any of Your Content for any reason (or no reason), including if such Content violates these Terms of Use or any applicable law. Although Turbojobs does not generally monitor user activity occurring in connection with the Services or Content, if Turbojobs becomes aware of any possible violations by you of any provision of the Terms of Use, Turbojobs reserves the right to investigate such violations, and Turbojobs may, at its sole discretion, immediately take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Services, terminate your license to use the Services, and/or or change, alter or remove Your Content, in whole or in part, without prior notice to you.

13. TERM AND TERMINATION.

13.1 Term. The Agreement commences on the date when you accept them (as described in the preamble above) and remain in full force and effect while you use the Services, unless terminated earlier in accordance with the Agreement.

13.2 Prior Use. Notwithstanding the foregoing, you hereby acknowledge and agree that the Agreement commenced on the earlier to occur of (a) the date you first used the Services or (b) the date you accepted the Agreement, and will remain in full

force and effect while you use any Services, unless earlier terminated in accordance with the Agreement.

13.3 Termination of Services by Turbojobs. If you have materially breached any provision of the Agreement or if Turbojobs is required to do so by law (e.g., where the provision of the Services is, or becomes, unlawful), Turbojobs has the right to, immediately and without notice, suspend or terminate any Services provided to you. You agree that all terminations for cause shall be made in Turbojobs' sole discretion and that Turbojobs shall not be liable to you or any third party for any termination of your access to the Services or your rights under these Terms.

13.4 Termination of Services by You. You may terminate this Agreement at any time by ceasing your use of the Services.

13.5 Effect of Termination. Termination of any Service includes removal of access to such Service and barring of further use of the Service. Upon termination of any Service, your right to use such Service will automatically terminate immediately. You understand that any termination of Services may involve deletion of Your Content associated therewith from our live databases. Turbojobs will not have any liability whatsoever to you for any suspension or termination. All provisions of the Agreement which by their nature should survive, shall survive termination of Services, including without limitation, ownership provisions, warranty disclaimers, and limitation of liability.

13.6 No Subsequent Access or Use. If this Agreement is terminated by Turbojobs due to your violation of any portion of the Agreement or for conduct otherwise inappropriate, then you agree that you shall not attempt to access or use the Services again. In the event that you violate the immediately preceding sentence, Turbojobs reserves the right, in its sole discretion, to immediately take any or all of the actions set forth herein without any notice or warning to you.

14. INTERNATIONAL USERS. The Services can be accessed from countries around the world and may contain references to Services and Content that are not available in your country. These references do not imply that Turbojobs intends to announce such Services or Content in your country. The Services are controlled and offered by Turbojobs from its facilities in India. Turbojobs makes no representations that the Services are appropriate or available for use in other locations. Those who access or use the Services from other countries do so at their own volition and are responsible for compliance with local law.

15. THIRD-PARTY CONTENT. The Services include content provided by third parties, including the Employer, and may also contain links to third-party sites ("**Third-Party Content**"). When you click on a link to a Third-Party Content, we will not warn you that you have left the Services and are subject to the terms and

conditions (including privacy policies) of another website or destination. Such Third-Party Content is not under the control of Turbojobs. Turbojobs is not responsible for any Third-Party Content. Turbojobs provides the Third-Party Content only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Content, or any product or service provided in connection therewith. You use all links in Third-Party Content at your own risk. When you leave Turbojobs' Website or the Platform, the Agreement and our policies no longer govern. You shall be responsible for reviewing the applicable terms and policies, including privacy and data gathering practices, of any Third-Party Content provider, and make whatever investigation you deem necessary or appropriate before proceeding with any transaction with any third party.

16. GOVERNING LAW

16.1 This Agreement shall be governed by and construed in accordance with the laws of India including without limitation, the relevant central and state acts and the rules, regulations and notifications issued and amended thereunder from time to time.

16.2 The courts in Jaipur, Rajasthan, India shall have exclusive jurisdiction in respect of any matters arising out of this Agreement, including the enforcement of an award rendered pursuant to arbitration in accordance with Article 17 and in relation to any petition for interim relief under the Article 17.

17. DISPUTE RESOLUTION

17.1 Amicable Settlement. The parties shall use reasonable endeavours to settle or resolve any Dispute amicably through negotiations. If a Dispute is not settled/resolved within 30 (thirty) Days after delivery of written notice of a Dispute by one Party to the other Party then the provisions of Article 17.2 shall apply.

17.2 Arbitration. Any Dispute arising in connection with this Agreement which is not resolved by the Parties pursuant to Article 17.1 within 30 (thirty) Days of the notice of the Dispute, shall be finally settled by arbitration to be conducted in accordance with the Indian Arbitration and Conciliation Act, 1996. The number of arbitrators shall be 3 (three). The procedure for appointment of arbitrators shall be as follows:

- (a) Each Party to the arbitration shall appoint 1 (one) arbitrator within 30 (thirty) Days of receiving a notice for arbitration and the 2 (two) arbitrators thus appointed shall choose the 3rd (third) Arbitrator (within 30 (thirty) Days of the 2nd (second) arbitrator being appointed) who will act as a Presiding Arbitrator of the arbitral tribunal (together forming the "Arbitral Tribunal").
- (b) The decisions of the Arbitral Tribunal, as the case may be, supported by reasons for such decision shall be final and binding on the Parties.
- (c) The arbitration shall be conducted in the English language.

(d) The venue of arbitration shall be Jaipur, Rajasthan.

18. MISCELLANEOUS

18.1 Electronic Communications. The communications between you and Turbojobs may take place via electronic means, whether you visit the Services or send Turbojobs emails, or whether Turbojobs posts notices on the Services or communicates with you via email. For contractual purposes, you (a) consent to receive communications from Turbojobs in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Turbojobs provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. This clause does not affect your statutory rights under applicable laws of India.

18.2 Assignment. The Agreement, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by you without Turbojobs' prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.

18.3 Force Majeure. Turbojobs shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, pandemics, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials.

18.4 Questions, Complaints, Claims. If you have any questions, complaints or claims with respect to the Services, please contact us at: hi@turbojobs.co. We will do our best to address your concerns. If you feel that your concerns have been addressed incompletely, we invite you to let us know for further investigation.

18.5 Choice of Language. It is the express wish of the parties that the Agreement and all related documents have been drawn up in English.

18.6 Notice. Where Turbojobs requires that you provide an email address, you are responsible for providing Turbojobs with your most current email address. In the event that the last e-mail address you provided to Turbojobs is not valid, or for any reason is not capable of delivering to you any notices required/ permitted by the Agreement, Turbojobs's dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to Turbojobs at the following address: hi@turbojobs.co.

18.7 Waiver. Any waiver or failure to enforce any provision of the Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

18.8 Severability. If any portion of the Agreement is held invalid or unenforceable, that portion shall be construed in a manner to reflect, as nearly as possible, the original intention of the parties, and the remaining portions shall remain in full force and effect.

18.9 Export Control. You may not use, export, import, or transfer any Services except as authorized under applicable laws, including but not limited to the laws of India, the jurisdiction in which you obtained the Services, and any other applicable international laws and regulations. In particular, you agree not to use, export, or re-export the Services in violation of any applicable export control laws or regulations, including those that prohibit use by or export to countries subject to sanctions or embargoes, or to individuals or entities that are subject to government export restrictions. By using the Services, you represent and warrant that (i) you are not located in any country that is subject to sanctions or embargoes under Indian law or applicable international laws; and (ii) you are not listed on any government list of prohibited or restricted parties. You further agree not to use the Services for any prohibited end-use, including but not limited to the development, design, manufacture, or production of nuclear, chemical, or biological weapons, or missiles, as restricted under applicable laws. You acknowledge and agree that the Services may be subject to applicable export control laws and regulations, and you shall comply with all such laws and regulations.

18.10 Grievance Redressal. If you have any questions, complaints, or concerns regarding the Services, you may contact us at: hi@turbojobs.co. We will make commercially reasonable efforts to address your concerns in accordance with applicable laws.

18.11 Entire Agreement. The Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter.