

ZAPPYHIRE - TERMS OF USE

Please read these terms of service (“Terms of Service”) and [Our Privacy Policy](#) (together, these “Terms”) carefully as they form a contract between the Customer, Users, End-Users or Candidates (“You”) and Us and govern use of and access to the Service(s) and Websites by You, Your Affiliates, Users and End-Users. In the event of a conflict between these Terms of Service and Our Privacy Policy, these Terms of Service shall prevail.

By accessing or using the Service(s) or Website or authorizing or permitting any User or End-User to access or use the Service(s) or Website, You agree to be bound by these Terms. If You are entering into these Terms on behalf of a company, organization or another legal entity (an “Entity”), You are agreeing to these Terms for that Entity and representing to Us that You have the authority to bind such Entity and its Affiliates to these Terms, in which case the terms, “You“, “Your” or related capitalized terms used herein shall refer to such Entity and its Affiliates. If You do not have such authority, or if You do not agree with these Terms, You must not accept these Terms and may not access or use the Service(s) or Websites.

You, as an individual, must be 18 years or older to access or use the Websites and the Service(s). Persons who are competent of contracting within the meaning of the Indian Contract Act, 1872 shall be eligible to access, use or register on the Website and avail the Service(s). In the event that, as a minor You wish to use the Website and / or Services, such use shall be made available to You upon the review of these Terms by Your legal guardian or parent(s) and upon them consenting to be bound by the Terms contained herein. Further, in the event that it is discovered that You are below the age of 18 (eighteen) years and the Terms have not been consented to by your legal guardian or parent(s), or if the details provided by You are false or inaccurate, Intelloak Technologies Pvt Ltd (Zapphire) shall not have the responsibility and shall not be held liable if the aforesaid eligibility criteria is not satisfied by You.

YOUR RIGHTS

These Terms are applicable during Your free trial and during Your subscription to the Service(s) through a Subscription Plan of Your choice.

1.0 DEFINITIONS

In this Agreement unless inconsistent with the context or otherwise specified the following definitions shall apply:

- 1.1 **Candidates** shall mean the third-party candidates seeking jobs, generally as well as with the Customer.
- 1.2 **Confidential Information** shall mean and include Software, results of any services, all materials and/or information including without limitation to all Customer data, whether or not marked or otherwise identified as confidential, whether written, oral, graphic or ascertainable by inspection of tangible objects, including without limitation: specifications, formulae, samples, prototypes, devices, techniques, processes, methods, discoveries, transactional data, inventions, ideas and improvements (whether or not patentable), compilations, algorithms, studies, computer programs, code, research, reports, patterns, designs, sketches, plans, drawings, photographs, know-how, trade secrets, marketing plans, business plans, financial information, commercial information, technical information, pricing information, market information, information relating to relationships with third parties, information relating to business models and/or business methods, customer, supplier and distributor lists, and any other subject matter which by its nature would be reasonably known to be confidential or proprietary, and all copies thereof.
- 1.3 **Data Centre** means Company owned or leased facilities for hosting the Software for providing the Hosted Services.
- 1.4 **Helpdesk Services** means the User support services provided by Company as specified in Schedule B hereto.
- 1.5 **Hosted Services** means (i) making the Software available at the Data Center, on a software-as-a-service model, which may be securely accessed by the Users via a specified Internet browser and by the Candidates using the web browser and/ or specific mobile application and (ii) permitting the Users and Candidates to Use the Software as per the agreed terms mentioned in this document.
- 1.6 **Intellectual Property Rights or IPR:** means all trade secrets, patents and patent applications, trademarks (whether registered or unregistered and including any goodwill accrued to such trademarks), service marks, trade names, business names, internet domain names, e-mail addresses, copyrights (including rights in computer software), moral rights, database rights, design rights, rights in know-how, rights in confidential information, rights in inventions (whether patentable or not) and all other intellectual property and proprietary rights (whether

registered or unregistered, and any application for the foregoing), and all other equivalent or similar rights which may subsist anywhere in the world.

- 1.7 **Software** means 'Zappyhire' instance which will be operated by the Company from the Data Centre for the Use of the Customer, along with the mobile application for the use of Candidates.
- 1.8 **Use** means accessing and using the Software for the purpose of publicizing the job requirements of the Customer among the target audience for attracting suitable Candidates, collating details of suitable Candidates, screening the Candidates through a certain automated process, creating a dashboard for interviewers for an effective interview etc., which may require the Users accessing the Software and database through a specified internet browser, entering and managing data, configuring the Software (to the extent permitted), generating reports etc. and Candidates accessing and using the mobile application; all in a manner permitted within the functionalities of the Software.
- 1.9 **User(s)** means employees in the human resources department or any employee authorized by the HR user of the Customer; who are required/permitted to access the Hosted Services solely for the purpose of Customer's Use of the Software.
- 1.10 **Customer Data:** data relating to the Customer, their employees, agents, representatives, contractors, Authorized Users, and also includes the data pertaining to the candidates /proposed candidates in the recruitment process initiated by the Customer .

2.0 **HOSTED SERVICES, LICENSE GRANT AND IPR**

- 2.1 Subject to the terms of this Agreement, the Company hereby grants to the Customer and the Customer accepts, a limited, personal, non-exclusive, non-transferable, license to Use the Software in a white-labelled manner (with the name and logo of the Customer), which may require availing the Hosted Services. This license does not grant any right to use or access the source code of the Software.
- 2.2 Company shall use commercially reasonable efforts to make available the Software at the Data Centre for twenty-four (24) hours a day, seven (7) days a week (24x7), but excluding unavailability due to any scheduled/unscheduled maintenance, interruption to third party networks, service degradation/downtime of the third party, Customer's, Candidate's or Users' acts or omissions/ breach of this Agreement or any other unavoidable situations. In all cases of unavailability of the Software at the Data Centre, Company will work diligently to restore the availability and keep the Customer informed about the severity of the outage and the estimated time to restore.
- 2.3 The computer equipment within the Data Centre on which the Software will be provided shall be secured, operated and maintained consistent with the general industry practice applicable to the operation and security of such hosted services. The terms and conditions of the Data Centre operator shall apply to the use and access of the Software at the Data Centre. Currently, the Data Centre services are from industry-accepted platforms.
- 2.4 Except for the rights specifically granted under Clause 2.1, no other right in Software, Hosted Services and its documentation is granted to the Customer.

2.5 The Customer agrees and acknowledges that all Intellectual Property Rights in the Software and documentation is owned by Company and nothing in this Agreement shall be construed to transfer or convey to the Customer any proprietary or Intellectual Property Rights in the Software or any component or customization or documents thereof. All rights in the Software and documentation, other than those granted herein, are reserved. Any modifications made to the Software and its documentation shall deem to be part of the Software.

2.6 The company agrees to provide user training within 30 days after the product deployment.

3.0 **PRIVILEGES, LIMITATIONS AND RESTRICTIONS**

3.1 Company shall be providing only the Hosted Services. Any hardware components (including computers, laptops, handheld devices, etc.), connectivity, any software applications (other than the Software) required for accessing and using the Hosted Services shall be arranged and maintained by the Customer prior to the commencement of live operations.

3.2 Customer and Company shall agree on the number of Users permitted by Company to access or use the Software, in Schedule A hereto. In the event Customer requires additional Users, the Customer may request Company in writing along with the required payment, upon receipt of which Company may permit the entity to activate additional Users through a signed addendum to schedule A. The User(s) will be provided with a login id and password by the Company. An act or omission of the personnel of Customer (including Users/Candidates) shall deem to be that of the Customer.

3.3 The company may decide on the version of the Software to be used and may update the Data Centre/mobile application accordingly. In case such an update requires changes for the infrastructure of the Customer, the Customer shall effect such changes.

3.4 Customer shall not and shall not permit anyone to (i) copy, modify, adapt, enhance, customize or edit the Software (ii) reverse engineer, disassemble, decompile or otherwise attempt to derive the source code from the Software (iii) use or do or attempt to do anything in relation to the Software not expressly allowed by this Agreement (iv) provide processing services, commercial timesharing, rental, sharing arrangements or permit access of the Software to third parties (v) sell, lease, license, sublicense, assign or otherwise transfer the Software; and/or (vi) cause or allow any violation of Company' patents, copyrights, trademarks, trade secrets or other proprietary rights related to the Software.

3.5 Company agrees to provide Helpdesk Services to the Users as specified in Schedule B hereto.

3.6 Loss of data: You shall be responsible for any loss of data or attempted or actual access or use of the Service(s) through Your Account in violation of these Terms.

Schedule B

IntelliOak Technologies Private Limited (Zappyhire) Service Level Agreement

1. **Scope.** This Service Level Agreement (the “SLA”) applies to the services offered by ZappyHire (recruitment platform by IntelliOak Technologies Private Limited) only. The SLA is only for the benefit of Client, not for any third-party (including any agent of Client).
2. **Availability.** IntelliOak targets 24X7 availability. If scheduled maintenance is required, IntelliOak will make reasonable efforts to i) give advance notice and ii) schedule the maintenance outside of India business hours.
3. **Phone Support.** IntelliOak provides phone support during business hours, excluding weekends and India bank holidays. ZappyHire support phone numbers are +91 9901276899 and +91 8547267826
4. **E-Mail Support.** Any issues affecting the availability or performance of the ZappyHire Services should be sent to support@zappyhire.com.
5. **Minimum Service Levels.** IntelliOak guarantees performance at the “**Minimum Service Levels**” defined below.

Performance Category	Products	Minimum Service Level
All functionality	ZappyHire Services	99.5%

6. **Exceptions to Minimum Service Levels.** The following items are excluded from the computation of Minimum Service Levels: (a) downtimes caused by scheduled maintenance events (including new releases), (b) Client-caused outages or disruptions, (c) failures of interconnections to or from and connectivity within the Client’s ISP or networks, (d) “false-positive” service breaches reported as a result of outages or errors of any IntelliOak measurement system; (e) force majeure events including fire, floods, war, terrorist attacks, unavoidable socio-political issues and similar incidents, and (f) outages caused by third-party systems including but not limited to Amazon Web Services, IBM Watson, networks and software providers etc. Variability in the delay or issue in sending emails (managed by Client themselves) is not covered in this SLA.
7. **Issue Escalation.** IntelliOak will provide Client with an escalation path for reporting of a failure of service levels and/or functionality of the Services and triage instructions to be used in the implementation process and resolution. Upon receipt of an issue, IntelliOak and Client will collectively determine the nature of the problem, set the relative priority and open a trouble ticket

to initiate the problem resolution process in accordance with the procedure outlined below, provided that the ultimate determination of the priority level shall be within IntelliOak’s reasonable discretion.

Priority Level	Description	Target Resolution Time*
Critical	Critical production issue affecting all users. A problem for which there is no known Workaround and which (a) prevents the execution of a Primary Function, or (b) results in data corruption or crash.	Under 24 hours
High	Major functionality is impacted, or significant performance degradation is experienced. A problem which (a) causes difficulty in execution or use of a Primary Function or (b) prevents the execution of a Secondary Function, and as to any of the preceding, for which there is no known Workaround. The issue is persistent and affects many users and/or major functionality.	Under 48 hours
Low	System performance issue or bug affecting some but not all users. Short-term Workaround is available, but not scalable. Also includes an inquiry regarding routine technical issues or a problem which causes difficulty in the execution of a Secondary Function, but for which there is a Workaround.	Determined by IntelliOak on a case-by-case basis

8. **Issue Resolution Reporting.** IntelliOak will provide communication and updates to the Client regarding the resolution of submitted issues regularly and/or upon request. After the resolution of an issue and upon request, IntelliOak will provide appropriate reports detailing the cause of the issue, how soon support activity commenced, and the steps to resolution.

Definitions.

1. **“Primary Function”** means an essential function of the Services (e.g., a problem with the recruitment stages/ workflow, creating an event, candidate registration etc.)
2. **“Secondary Function”** means a function that does not represent an essential function of Services (e.g., mobile app notification, emails, user interface issues etc.)
3. **“Workaround”** means a feasible change in operating procedures whereby an end-user can avoid the deleterious effects of a non-conformance without material inconvenience.