

# TERMS AND CONDITIONS

## WITH EFFECT FROM THE DATE OF YOUR ACCEPTANCE OF THIS AGREEMENT

HaleMind Engineering Private Limited. (“HaleMind”) is the author and publisher of the internet resource [www.halemind.com](http://www.halemind.com) and the mobile application HaleMind (together, “Website”). HaleMind owns and operates the services provided through the Website.

### 1. NATURE AND APPLICABILITY OF TERMS

Please carefully go through these terms and conditions (“Terms”) and the privacy policy available at <https://halemind.com> (“Privacy Policy”) before you decide to access the Website or avail the services made available on the Website by HaleMind. These Terms and the Privacy Policy together constitute a legal agreement (“Agreement”) between you and HaleMind in connection with your visit to the Website and your use of the Services (as defined below). The Agreement applies to you as a user of the Website (“you” or “User”). This Agreement applies to those services made available by HaleMind on the platform – Website and mobile, to the Users (“Services”). The Services may change from time to time, at the sole discretion of HaleMind, and the Agreement will apply to your visit to and your use of the Website to avail the Service, as well as to all information provided by you on the Website at any given point in time. This Agreement defines the terms and conditions under which you are allowed to use the Website and describes the manner in which we shall treat your account while you are registered as a member with us. If you have any questions about any part of the Agreement, feel free to contact us at [support@halemind.com](mailto:support@halemind.com). By downloading or accessing the Website to use the Services, you irrevocably accept all the conditions stipulated in this Agreement and agree to criteria that may be developed and made available by HaleMind. This Agreement supersedes all previous oral and written terms and conditions (if any) communicated to you. By availing any Service, you signify your agreement to this Agreement.

We reserve the right to modify or terminate any portion of the Agreement for any reason and at any time, and such modifications shall be informed to you in writing or updated on the Website. You should read the Agreement at regular intervals. Your use of the Website following any such modification constitutes your agreement to follow and be bound by the Agreement so modified. Any additional terms and conditions, disclaimers, privacy policies and other policies applicable in general and/ or to specific areas of this Website or to particular Service are also considered as part of the Agreement. You acknowledge that you will be bound by this Agreement for availing any of the Services offered by us. If you do not agree with any part of the Agreement, please do not use the Website or avail any Services. Your access to use of the Website and the Services will be solely at the discretion of HaleMind.

The Agreement is published in compliance of, and is governed by the provisions of Indian law, including but not limited to:

- (i) the Indian Contract Act, 1872,
- (ii) the (Indian) Information Technology Act, 2000, and
- (iii) the rules, regulations, guidelines and clarifications framed there under, including the (Indian) Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Information) Rules, 2011 (the “SPI Rules”), and the (Indian) Information Technology (Intermediaries Guidelines) Rules, 2011 (the “IG Rules”).

## 2. CONDITIONS OF USE

You must be 18 years of age or older to register, use the Services, or visit or use the Website in any manner. By registering, visiting and using the Website or accepting this Agreement, you represent and warrant to HaleMind that you are 18 years of age or older, and that you have the right, authority and capacity to use the Website and the Services available through the Website, and agree to and abide by this Agreement.

This Agreement is an electronic record in terms of Information Technology Act, 2000 and generated by a computer system and does not require any physical or digital signatures. This Agreement is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries guidelines) Rules, 2011 that require publishing the rules and regulations, privacy policy and Terms of Use for access or usage of the Services.

## 3. ACCOUNT REGISTRATION

When you register for an HaleMind account (“Account”) and from time to time thereafter, your Account will be subject to verification, including, but not limited to, validation against third- party databases or the verification of one or more official government or legal documents that confirm your identity. You authorize HaleMind, directly or through third parties, to make any inquiries necessary to validate your identity and confirm your ownership of your email address or financial accounts, subject to applicable law. Failure to provide us information about you and your business when requested is a violation of this Agreement.

When you register for an Account, you will be asked to choose a user-name and password for the Account. Each User and any Agency Account Administrator will also be asked to choose the initial user name and password for any Agency Account that is added to the Account (and can change the password for the Agency Account at any time).

You are entirely responsible for safeguarding and maintaining the confidentiality of your Account user name and password. In addition, if you are a User who owns an Agency Account, or if you are an Agency Account Administrator, you agree to safeguard and maintain the confidentiality of all your Agency Account passwords. You authorize HaleMind to assume that any person using the Site with your user name and password or your Agency Account passwords, and the user name of any Agency Account added by an Agency Account Administrator (if any) either is you or is authorized to act for you. You agree to notify us immediately if you suspect or become aware of any unauthorized use of your account (or any related Agency Account) or any unauthorized access to your password or the password of any User of your Account (or any related Agency Account).

## 4. END-USER ACCOUNT AND DATA PRIVACY

The terms “personal information” and “sensitive personal data or information” are defined under the SPI Rules.

HaleMind may by its Services, collect information relating to the devices through which you access the Website, and anonymous data of your usage. The collected information will be used only for improving the quality of HaleMind’s services and to build new services.

The Website allows HaleMind to have access to registered Users’ personal email or phone number, for communication purpose.

HaleMind shall not be responsible in any manner for the authenticity of the personal information or sensitive personal data or information supplied by the User to HaleMind or to any other person acting on behalf of HaleMind.

If a User provides any information that is untrue, inaccurate, not current or incomplete (or becomes untrue, inaccurate, not current or incomplete), or HaleMind has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, HaleMind has the right to discontinue the Services to the User at its sole discretion.

HaleMind uses industry–level security and encryption to your HaleMind Account. HaleMind is not responsible for any loss or inconvenience caused due to your non-updating of your contact details for the HaleMind Account. HaleMind cannot guarantee to prevent unauthorized access if you lose your login credentials or if they are otherwise compromised. Please safeguard your login credentials and report any actual suspected breach of account to [support@halemind.com](mailto:support@halemind.com)

## 5. RIGHTS AND OBLIGATIONS RELATING TO CONTENT

As mandated by Regulation 3(2) of the IG Rules, HaleMind hereby informs Users that they are not permitted to host, display, upload, modify, publish, transmit, update or share any information that:

- i. Belongs to another person and to which the User does not have any right to;
- ii. Infringes any patent, trademark, copyright or other proprietary rights;

### 5.1 Users are also prohibited from:

- i. Violating or attempting to violate the integrity or security of the Website or any HaleMind Content;
- ii. Transmitting any information (including job posts, messages and hyperlinks) on or through the Website that is disruptive or competitive to the provision of Services by HaleMind;
- iii. Intentionally submitting on the Website any incomplete, false or inaccurate information;
- iv. Attempting to decipher, decompile, disassemble or reverse engineer any part of the Website;
- v. Copying or duplicating in any manner any of the HaleMind Content or other

- information available from the Website;
- vi. Framing or hot linking or deep linking any HaleMind Content.
- vii. Circumventing or disabling any digital rights management, usage rules, or other security features of the Software.

## 6. PAYMENTS AND REFUNDS

All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties, excluding only Indian (Central or State) taxes. Where required, The Company will collect those taxes on behalf of taxing authority and remit those taxes to taxing authorities.

If you're ever unhappy/dissatisfied with HaleMind, for any reason, just drop us an email at [support@halemind.com](mailto:support@halemind.com) and we'll take a look.

### **Refund Policy:**

HaleMind is provided as an “as is” service. Subscription fee once paid/ product once bought cannot be refunded for any reason whatsoever. If you cancel the Service before the end of your current paid up month/year, your cancellation will take effect immediately, and you will not be charged again.

## 7. CANCELLATION AND TERMINATION

You are solely responsible for properly cancelling your account. An email or phone request to cancel your account is not considered cancellation. You can cancel your account at any time by clicking on the Account link in the global navigation bar at the top of the screen. The Account screen provides a simple no-questions-asked cancellation link. All your content will be immediately be inaccessible from the Service upon cancellation. Within 30 days, all this content will be permanently deleted from all backups and logs. This information cannot be recovered once it has been permanently deleted. If you cancel the Service before the end of your current paid up month, your cancellation will take effect immediately, and you will not be charged again. But there will not be any prorating of unused time in the last billing cycle. The Company, in its sole discretion, has the right to suspend or terminate your account and refuse any and all current or future use of the Service for any reason at any time. Such termination of the Service will result in the deactivation or deletion of your Account or your access to your Account, and the forfeiture and relinquishment of all content in your account. The Company reserves the right to refuse service to anyone for any reason at any time.

## 8. MODIFICATIONS TO SERVICE AND PRICES

The Company reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, any part of the Service with or without notice. Prices of all Services are subject to change upon 30 days' notice from us. Such notice may be provided at any time by posting the changes to the HaleMind site or the Service itself. The Company shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of

the Service.

## 9. GENERAL CONDITIONS

Your use of the Service is at your sole risk. The service is provided on an “as is” and “as available” basis.

You understand that the Company uses third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the Service.

You must not modify, adapt or hack the Service.

You must not modify another website so as to falsely imply that it is associated with the Service or the Company.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service without the express written permission by the Company. You will not violate the privacy rights of others, including disclosing information about anyone else’s medical or financial condition or any other sensitive subjects.

We may, but have no obligation to, remove content and accounts that we determine in our sole discretion are unlawful or violates any party’s intellectual property or these Terms of Service.

We will not be liable to you for any Content you submit to any Public Forum.

Verbal, physical, written or other abuse (including threats of abuse or retribution) of any Service customer, Company employee or officer will result in immediate account termination.

We reserve the right to temporarily disable your account if your usage significantly exceeds the average usage of other Service customers. Of course, we'll reach out to the account owner before taking any action except in rare cases where the level of use may negatively impact the performance of the Service for other customers.

The Company does not warrant that (i) the service will meet your specific requirements, (ii) the service will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the service will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through the service will meet your expectations, and (v) any errors in the Service will be corrected.

You expressly understand and agree that the Company shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if the Company has been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the service; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the service; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on the service; (v) or any other matter relating to the service.

The failure of the Company to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. The Terms of Service constitutes the entire agreement between you and the Company and govern your use of the Service, superceding any prior agreements between you and the Company (including, but not limited to, any prior versions of the Terms of Service). Questions about the Terms of Service should be sent to

support@halemind.com.

## AMENDMENTS

We may update or change our Services or the provisions set forth in these Terms from time to time and recommend that you review these Terms on a regular basis. You understand and agree that your continued use of our Services after these Terms have been updated or changed constitutes your acceptance of the revised Terms. Without limiting the foregoing, if we make a change to these Terms that materially affects your use of the Services, we may post notice or notify you via email or our website(s) of any such change. The most current version of the Terms shall govern and supersede all previous versions.