

## PRIVACY POLICY

This is the Privacy Policy (“Privacy Policy” or “Policy”) of M/s Workex Solutions and Services Private Limited (hereinafter referred to as “Company” or “Workex”), a company incorporated under the Companies Act, 2013, and having its registered office at House No. 405, Anand Nagar, Near Fakira Wala Kuan, Rewari, Haryana – 123401, India, sets out how The Workex used and protects any information, if any, shared by you during the use of this website.

Thank you for visiting Company’s website [www.workex.xyz](http://www.workex.xyz) (“Website”). We offer an in-depth knowledge of the recruitment market, and relationships of trust to help connect Candidates to Employers. We value the trust you place in us, and your privacy is very important to us. This Policy discloses the Company’s information practices for this Website, and user (“User”) based services (“Services”) provided by us, including the type of information being collected, method of such information collection, use of such information and sharing of such information with third parties.

By visiting the Website, you expressly consent to our use and disclosure of your personal information in the manner described in this Policy, and agree that, (i) the data is collected for specified, explicit and legitimate purposes; (ii) the data collected is adequate, relevant, and not excessive in relation to the purposes for which they are collected and/or further processed; and (iii) that Workex is authorized to further process the data for historical, statistical or scientific purposes.

This Policy extends to Users of the Website who are both, candidates (“Candidates”) looking to be hired/seeking jobs, and employers (“Employers”) looking to hire such Candidates. All the data collected by Workex is used to (i) build the Workex community which will work as a marketplace for Candidates and Employers; and (ii) operate, evaluate and improve our business and our Services.

### 1. YOUR PERSONAL INFORMATION

1.1 By accepting this Policy, you authorize Company to collect and store and use any information that you may enter on our Website or provide to us in some other way, and share it with third parties in order to enable its Users to find the job that fits their expectations (in the case of Candidates), or the right Candidate for a job (in the case of Employers). To enable you to become a registered User of our Website, we need your basic personal information as detailed below, ex. Name, father’s name, permanent & present address, email address and mobile number, professional experience, educational experience. We assure you that at no time will this information be sold or shared with parties not associated with us.

1.2 By using our Website/ and providing us information, you as a User (i.e., Candidate, or Employer) represent and warrant that all information provided by you/posted by you (including details pertaining to the company, the job, salaries, information provided in the Candidate’s resume) is

authentic and reliable. Therefore, you alone shall be liable for any misrepresentations made by you, or for any inaccuracy/discrepancy in the information provided by you. No User shall hold us liable for the same.

1.3 Workex offers any visitor the choice to utilize the Website. If you create a profile on, or apply for a job through, or otherwise use the Website, you are specifically consenting to the use of any personal information you have provided to Workex as set forth herein and in the Terms of Service.

1.4 You can use and register on Workex as (i) a Candidate, or (ii) an Employer. However, in order to do the same, you will be required to provide us the information specified in this Clause 1 below. By providing us with the same, on our Website, you as a User represent and warrant that all such information provided by you (including details pertaining to the company, the job, salaries, information

provided in the Candidate's resume) is authentic and reliable, and we shall not be held liable for any misrepresentations by you, or for any inaccuracy/discrepancy in the information provided by you.

1.5 When you create an account on Workex as a Candidate, you must provide the following information:

- a) *Email ID;*
- b) *First name;*
- c) *Last name;*
- d) *Work experience (multiple choice selection);*
- e) *Approximate location; and*
- f) *Phone number\*.*

1.6 The following information can be added by the Candidate optionally:

- a) *Photos;*
- b) *Details of work experience;*
- c) *Languages known;*
- d) *Education;*
- e) *as well as any other information you are free to provide and share publicly.*

1.7 When you create an account as an Employer, you must provide the following information:

- a) *First name;*
- b) *Last name;*
- c) *Company name;*
- d) *Approximate location; and*
- e) *Phone number\**

1.8 The following information can be added by the Employer optionally:

- a) *Photos;*
- b) *Job postings; and*
- c) *as well as any other information you are free to provide and share publicly.*

1.9 The information marked with an asterisk, i.e., '\*', will be private for every User and visitor of the Workex mobile application ("App") or the Website.

1.10 When you request information, subscribe for a service, register as a user, upload content or otherwise actively send us data on our Website, we usually collect data including, but not limited to, the

data/information specified in Clauses 1.5, 1.6, 1.7, and 1.8. However, in each such instance, you will know what data we collect through the Website, because you actively submit it.

1.11 As part of the standard operation of the Website, Workex will automatically collect information from your computer or mobile device, including, but not limited to, your browser type, operating system, IP address and the domain name from which you accessed the Website, and if you are accessing our site with your mobile device, type of mobile device. In addition, we may record actions taken on the Website including, but not limited to, date and times of use, clicks, page views, the amount of time you spend on each page, and search queries. We reserve the right to match your IP address or other information with other information about you in any way permitted by applicable law.

1.12 If you access or use the Website on your mobile telephone or other.

1.13 Mobile device, including tablets, we collect mobile device identifiers. Workex may create and assign to your device an identifier that is similar to an account number. We may collect the name you have associated with your device, device type, telephone number, country, and any other information you choose to provide, such as user name, geo-location or e-mail.

1.14 The information specified in Clause 1.11 and 1.12 above maybe collected to help diagnose problems with our server, to administer and tune the operation of our Website, analyse trends, track traffic patterns, gather demographic information for aggregate use, and track the date and duration of each session within our Website and for other similar purposes. Your IP address may also be used in combination with your personal information to prevent fraud, impersonation, misrepresentations, and to improve our Website, Services, and to understand your preferences, patterns and interests.

1.15 For the purpose of this Clause 1, IP address shall mean a number known as an Internet Protocol ("IP") address that is assigned to every device connected to the internet. These numbers are usually assigned in geographic blocks.

## **2. COOKIE POLICY**

2.1 This cookie policy is to give you a clear and accurate idea about the cookies used on the Website and the App. The Company collects data through cookies and other monitoring technologies to enhance your browsing on our Website.

2.2 For the purpose of Clause 1.15, 'cookies' are small pieces of information that are stored by your browser on the device's hard drive to collect information about your activities on our Website. Cookies allow an application or website, among other things, store and retrieve information about browsing habits of a user or your computer, depending on the information they contain and the way you use your device may be used to recognize the User. We may authorize third parties to use cookies and other monitoring technologies to compile information about the use of the Website or interaction with advertisements that appear on the Website. We do not have access, or control over these cookies.

2.3 On your first visit to the Website, and/or the App you are informed of the existence of the cookies and the policy of cookies.

2.4 By registering on the Website/the App and simply browsing for the same you are consenting to install cookies that we specify in this Clause 2 (unless the user has changed the settings on your browser to reject cookies).

2.5 The cookies used on the Website, and App are:

- a) Session Cookies: a type designed to collect and store data while the User accesses a web page or an application.
- b) Persistent Cookies: A type in which the data is still stored remains on your hard drive for an extended period of time.
- c) Technical Cookies: Allows the User to navigate through the Website or App using different options or services that exist, e.g., control traffic and data communication, identify the session, or access to restricted sections.
- d) Cookies analysis: Those that are well treated by Workex or third parties, to quantify the number of Users and perform the measurement and statistical analysis of the use made by Users of the Service offered, to assist in improving your browsing experience on the Website/ App, and in order to improve the Services that we offer.
- e) Cookies for behavioural advertising: these cookies store information on User behaviour obtained through continued observation of their browsing habits, allowing to develop a specific profile to display ads based on the same. It is also possible that by visiting a web page or opening an email or an application where any advertisement or promotional material regarding products or Services of Workex published is installed in your browser. A cookie that will serve to show past search related advertising that you have made, develop ads, with the number of times they are viewed, where they appear, what time are, etc.
- f) In addition, Workex will also employ third party cookies such as Google Analytics, YouTube and other vendors. Such cookies have their own privacy policy and can be reviewed on their websites.

2.6 Revocation and disposal of cookies: The User can allow, block or delete cookies installed on the device/computer by configuring the browser options installed. These procedures are subject to revision, or modification by developers of such browsers. Therefore, we cannot ensure that they fully comply with the latest version available at all times. If it does not allow the installation of cookies on your browser, you may not access any of our Services and sections of the Website or App.

2.7 Consent: The User may withdraw consent previously granted to the auto install of cookies at any time by deleting the cookies installed on the device by configuring such browser options, as indicated in Clause g) above. However, this can impact the functioning of the Website, and the App, making less satisfactory experience for the User.

### **3. USAGE OF INFORMATION**

3.1 The information specified in Clause 1 and 2 above, will be used for the purposes set forth in this Privacy Policy. Workex uses this information and information generated when you use our

Website, including but not limited to your profile, your searches, clicks, taps, job applications, chats, messages and postings to provide better Services and features to you. We may also provide information of Candidates' to Employers that may be interested, or, provide information of Employers' to Candidates. We may use any such information provided by you, to us, to measure and improve our Services and features, and to provide you with proper customer support.

3.2 Workex may also use the information to prevent potentially illegal activities and activities that are detrimental to you or other Users. Workex may investigate and disclose information obtained from you, if we believe that such investigation or disclosure is, (a) reasonably necessary to comply with legal process and law enforcement instructions and orders; (b) helpful to prevent, investigate, or identify possible wrongdoing in connection with the use of the Website; or (c) protects our rights,

reputation, property, safety, or that of the public. We may use a variety of methods to detect and address anomalous activity, and screen content in order to prevent abuse such as spam, unsolicited messaging, soliciting payment for hiring services, threats, sexual abuse and/or sexual harassment. Further, Workex reserves its right to remove any information or content posted by you if said content is deemed to be detrimental to the community on Workex. These efforts may on occasion result in a temporary or permanent suspension or termination of some functions for some Users. Further, in case the occurrence of such incidents, Workex may, if it deems fit, report the matter to relevant authorities such as the Police and/or Cybercrimes Division.

3.3 Workex may use your IP address and mobile device information to help diagnose problems with Workex's Services and to administer Workex's Website. Your IP address and mobile device information may also be used to help identify you, your location, and your online profile and to gather broad demographic information (such your current location). Workex may maintain (as permitted by applicable law) your data following the termination of your relationship with Workex. Workex may delete your User data as permitted by applicable law. Workex may also aggregate your data with other data, for the purposes set forth above.

3.4 By agreeing to this Policy, you agree that Workex may, as part of its Services to you, communicate with you, or initiate communication with you on behalf of a third party, through your Workex account, or through other means made available through your contact information such as email, phone, or postal mail. However, we assure you that, Workex shall communicate such information only to such third parties who shall need access to the information upon you seeking a job/ looking to recruit a Candidate for a job through our Website. We assure you that, these third parties shall only receive personal information if such information is needed to perform their function(s), and they are not authorized to use any personal information for any other purpose(s) other than the purpose(s) set forth by Company. We share your search results from your account, with the third party in order to notify them of your interest, or requirements, thereby making it easier for you to communicate with them.

3.5 To the extent permitted by applicable law, Workex, or its designated third party partners, may also use your information to, (i) send you job alerts; (ii) create an account; (iii) send you information about Workex. Workex may use profile data to tailor your experience on the Website/App, show you content based on such information that we think you may be interested in, and display content according to your preferences.

3.6 We will have the right to pass on any information, or data if collected, to the required third parties, who shall need access to the information upon you seeking a job/ looking to recruit a Candidate for a job through our Website. We assure you that, these third parties shall only receive personal information if such information is needed to perform their function(s), and they are not authorized to use any personal information for any other purpose(s) other than the purpose(s) set forth by Company. We share your search results from your account, with the third party in order to notify them of your interest, or requirements, thereby making it easier for you to communicate with them.

3.7 Your personal information gets placed on the Workex Website when you upload it to your profile. In other words, the information (including photos) you upload on to your Workex profile on our Website, is the information you are making available to third parties who may be interested in you as a Candidate/Employer, search engines, or to the general public. This information may be displayed through search engines when any third party searches for your name. This means that third parties can view the personal information contained in your profile and you may receive unsolicited contact from parties unaffiliated with Workex, for whom Workex has no responsibility. If you do not want your personal information posted on the Website, please refrain from uploading the same.  
Workex

reserves the right to charge third parties a fee for accessing your information as part of our Services. On your direction, Workex may also send your profile/application to third parties if you choose to apply for a job listing.

#### **4. SECURITY**

4.1 The Website has security measures in place to protect the loss, misuse and alteration of the information under Workex's control. Workex uses SSL encryption, access control policies, anti-virus programs and firewalls to protect information under our control. No method of transmission over the internet, or method of electronic storage, is 100% secure.

4.2 In addition, please note that emails, messages sent via your web browser, and other similar means of communication with other users are not encrypted. We strongly advise you not to communicate any confidential information through these means. Therefore, while we strive to protect your information, we cannot guarantee its security.

## **5. USE OF WEBSITE/APP**

By visiting on our Website/App, user (candidate and employer) hereby agree that user shall not publish any content/image which is harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive, of another's privacy, hateful, or racially, ethnically objectionable, disparaging or otherwise unlawful in any manner.

## **6. BUSINESS TRANSFER**

Your personal information may be disclosed as part of any merger, sale of Company's assets or acquisition, as well as in the event of insolvency, bankruptcy or receivership.

## **7. COMMENTS**

We value your comments, feedback, and testimonials which help us improve our Website, products, and services. By making such submissions to us, you assign your rights in the submissions to us.

## **8. CHILDREN'S PRIVACY**

Our Website is not directed at anyone who we know to be under the age of 18, nor do we collect any personal information from anyone who we know to be under the age of 18. If you are under the age of 18, you should not use the Website and should not submit any personal information to us.

## **9. PHISHING**

Safeguarding information to help protect you from identity theft is our top priority, and we as a Company take all measures to protect identity theft. We do not and will not, at any time, request your information in a non-secure, or unsolicited e-mail, or telephone communication.

## **10. LINKS**

This Website may contain links and advertisements which may lead you to other websites. Please note that once you leave our Website you will be subjected to the privacy policy of the other website and this Policy will no longer apply. By using this Website, you signify your agreement to the terms of this Policy alone.

## **11. LIMIT OF LIABILITY**

Under no circumstances shall Workex or its licensors be liable to any user on account of that user's use or misuse of or reliance on the Workex services or site, arising from any claim relating to these terms of service or the subject matter hereof. Such limitation of liability shall apply to prevent recovery of direct, indirect, incidental, consequential, special, exemplary, and punitive damages whether such claim is based on warranty, contract, tort (including negligence), indemnity, or otherwise, even if Workex or its licensors have been advised of the possibility of such damages and notwithstanding the



failure of essential purpose of any remedy. Such limitation of liability shall apply whether the damages arise from use or misuse of and reliance on the Workex services or site, from reliance or damage caused by information posted on the Workex site, from inability to use the Workex services or site, or from the interruption, suspension, or termination of the Workex services or site (including such damages incurred by third parties).

## **12. CONTACT US**

If you believe that Company has not complied with this Policy with respect to your personal information or would like us to update information we have about you or your preferences or if you have any questions about our Policy, please feel free to contact our Privacy Grievance Officer at:

Name of the Company: Workex Solutions and Services Private Limited.

Grievance Officer: Mr. Nimish Sharma

Address: #555, 3<sup>rd</sup> Floor, Axis Padegal, 9<sup>th</sup> Cross Road, J P Nagar 3<sup>rd</sup> Phase, Bengaluru, Karnataka – 560078, India.

Telephone Number: 080 5065 5611.

## **13. APPLICABILITY OF POLICY**

While this Policy applies to all information collected, stored and used by Company, it is intended to comply only with the applicable laws of India and not any other jurisdiction. All matters of dispute are subject to the courts in the city of Bangalore.

## **14. COMPLIANCE**

The Company shall always cooperate with regulatory authorities and investigating agencies in India in the matter of treatment of personal information/ any other data provided by the Users.

## **15. SEVERABILITY**

In the event that any part of this Agreement shall be held by a court of competent jurisdiction to be unlawful or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect to the maximum extent possible, and an attempt shall be made to substitute the unenforceable provision with an enforceable provision of similar intent.

## **16. ASSIGNMENT**

16.1 Company may, at any time, assign this Policy and/or its rights and obligations under this Policy to any entity, in its sole discretion.

16.2 If there is a change of ownership or control in Workex's business (whether by merger, sale, or otherwise) or if there is an asset sale, the User's information, inclusive of personal information, could

be disclosed as part of such a process and / or sold as part of that transaction. Your personally identifying information potentially could be used by the purchaser of the business. However, if that business materially changes this statement or the information-handling practices as described in this Privacy Policy, you will be notified by email and/or through a notice posted on the Website, and you may opt-out of the use of your existing information in a new manner. This Privacy Policy may change to the benefit of any successors or assigns of the Company, or the assets of the Company.

## **17. AMENDMENTS**

17.1 Company reserves the right, in our sole discretion, to change, modify, and or delete portions of the terms of this Policy at any time.

17.2 The Company shall make best efforts to notify you via email, or by other means as required by law, of any such modification, or use of the data collected through the Website, in a manner materially different from the manner specified at the time of collection. The same can also be notified by the Company by posting a notice on Website for a period of 15 days prior to such use.

17.3 However, it shall be your responsibility to read and understand the Policy as prevalent from time to time. Continued use of the Website shall be deemed to constitute acceptance of the Policy as amended.

*End of Privacy Policy*