

Terms of Use

Terms of Service Agreement for Planman HR Members

This Terms of Service Agreement for Planman HR Members (Agreement) is a legal agreement between you (You or Member) and Planman HR. This Agreement provides the terms and conditions under which You may access this Planman HR Web site (Site) and on which Planman HR will provide any related executive search services (Planman HR Services) to You. If You have any concerns or questions about this Agreement, about this Site, or about Planman HR policies, please contact us via email at info@planmanconsulting.com. This Site is owned and operated by Planman HR, which has its principal offices at:

Planman Consulting India Pvt Ltd

48 Community Center, Naraina Industrial Area

Phase-1, New Delhi - 28

PLEASE READ THIS AGREEMENT AND PLANMAN HRS PRIVACY POLICY CAREFULLY. BY CLICKING ON THE "SAVE" OR "CONTINUE" BUTTONS DISPLAYED ON THE REGISTRATION SCREENS, YOU:

1. REPRESENT THAT YOU ARE AT LEAST 18 YEARS OF AGE,
2. REPRESENT THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THIS AGREEMENT AND PLANMAN HRS PRIVACY POLICY, AND
3. AGREE TO BE LEGALLY BOUND AND TO ABIDE BY THIS AGREEMENT AND PLANMAN HRS PRIVACY POLICY AS IF YOU HAD SIGNED THEM.

IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AND PLANMAN HR PRIVACY POLICY, DO NOT CLICK THE "SAVE" OR "CONTINUE" BUTTONS ON THE REGISTRATION PAGES, IN WHICH CASE YOU MAY NOT BE A MEMBER, YOU MAY NOT USE THIS SITE, AND YOU MAY NOT USE PLANMAN HR SERVICES.

1- Your Use of This Site and Planman HR Services.

a. Overall.

Planman HR is an HR consulting service for management professionals. Members who complete the registration process and submit the Planman HR registration form are eligible to use the services with Planman HR. You may use this Site and Planman HR Services solely for your individual, personal purposes and only in accordance with this Agreement.

b. Members User ID and Password.

You are permitted to select a User ID and password so that You can access Your Home Page and otherwise use this Site and Planman HR Services. You agree that You will protect and keep confidential Your User ID and password, and that You will not permit anyone else to use such User ID and password or Your Planman HR membership. You acknowledge that You are solely responsible for any unauthorized use of this Site and Planman HR Services conducted via Your

User ID and password, and that You have an obligation to notify Planman HR immediately at info@planmanconsulting.com if You know or suspect that Your User ID or password has been compromised. Planman HR reserves the right to refuse and/or terminate Your membership and access to this Site and Planman HR Services at any time in Planman HRs sole discretion.

c. Your Use of Proprietary Materials.

All content on this Site, including but not limited to all information, text, audio, video, and graphics, is the property of Planman HR or its licensors and is protected by copyright laws worldwide. Planman HR logo are trademarks of Planman HR company. Other products and company names mentioned herein may be the trademarks or trade names of their respective owners. You may not copy, upload, post, publicly display or perform, modify, create derivative works from, distribute, or otherwise transmit any materials from this Site in any way, except that You may print out one copy of materials on this Site for Your own personal use only, provided that You do not delete or alter any copyright, trademark, or other proprietary notice. You may not link to this Site without Planman HR prior written authorization. Content on this Site may be protected by patent, trade secret, or other proprietary rights, and nothing herein shall be construed as conferring by estoppel, implication, or otherwise any license or right under such proprietary rights. Certain parts of this Site may contain confidential or proprietary information that is not available to the general public; Your attempt to access such information without authorization may be prosecuted to the full extent of the law.

d. Planman HR Discussion Area Posting Guidelines

Planman HR provides a number of discussion areas at the Site, such as Straight Talk which are designed to enable You to take expert advice with other Planman HR Members and Planman HR business consultants in an atmosphere of mutual respect. Toward that end, in addition to the restrictions imposed by the other terms of this Agreement, including those in Section 1.e. below, and any other restrictions that may be imposed at the time that You participate in Discussion Areas, Planman HR has established additional Discussion Area guidelines to which You must adhere. The following activities are strictly prohibited:

- Threatening or otherwise offending other participants.
- Conducting any commercial activity, including without limitation unauthorized or unsolicited advertising (e.g., posting of resumes or employment qualifications, which should only be provided directly to Planman HR with Your registration form), promotional materials, or other forms of solicitation.
- Conducting or advocating any illegal activity (e.g., illegal or fraudulent schemes).
- Providing false or misleading information.
- Engaging in disruptive communications, including persistent posting of off-topic comments.

Violating these guidelines may be grounds for immediate removal from Discussion Areas, termination of Planman HR membership, termination of access to and use of the Site and Planman HR Services, and possible civil or criminal liability. Although Discussion Areas are typically moderated, and Planman HR reserves the right to review all comments before they are posted to ensure they comply with these guidelines, Planman HR does not guarantee that comments posted by others will not be inaccurate, offensive, or harmful. Planman HR does not guarantee that Your comments will be posted or that they will be posted exactly as You

submitted them to Planman HR. If You have any questions about using the Discussion Areas, email us at info@planmanconsulting.com

e. Your Content.

You represent and warrant that all information You provide to Planman HR in Your registration form is true, accurate, and not misleading. You assume sole responsibility for ensuring that any material including third-party content that You post or otherwise transmit to this Site (including via email and in all Discussion Areas) or that is posted or otherwise transmitted via Your User ID and password (Your Content) does not violate any laws or the rights of any person (including but not limited to those related to privacy, confidentiality, publicity, copyright, trademarks, trade secrets, patents, and so on); is not defamatory; is not pornographic, obscene, or otherwise indecent; does not harass, threaten, abuse, or offend (including racially, ethnically, and sexually offensive communications); does not contain any virus or any other similar harmful or malicious program, code, or data; does not contain advertisements, promotions, or commercial solicitations; does not constitute spamming as that term is commonly understood or as it is defined under the law; and does not otherwise expose Planman HR to civil or criminal liability or public ridicule.

2- Planman HR Right to Use Your Content/Information.

The provision and collection of data are subject to the terms of this Agreement and Planman HR Privacy Policy, the latter of which You will find at the end of this Agreement. Except as otherwise provided by the Privacy Policy, You grant to Planman HR a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, fully paid transferable right and license to use any of Your Content and exercise all rights, including but not limited to copyright rights, in such information in any media now known or that may be later developed. **If You proceed to click on the Save or Continue buttons displayed on the registration screens, You will be considered to have read, understood and accepted both the Agreement and the Privacy Policy and have consented to Planman HR collection of and use of Your information in the manner provided for this Agreement and the Privacy Policy.**

Planman HR does not assume any responsibility for Your Content, and is not responsible for any loss or damage related to Your Content. Planman HR may, at any time and in its sole discretion, screen, monitor, investigate, intercept, block, exclude, remove, request the removal of, or otherwise exercise control over Your Content or anyone else content that Planman HR determines violates any applicable law or any right of Planman HR or any third party, or otherwise may expose Planman HR to civil or criminal liability or public ridicule, provided however that such right shall not obligate Planman HR to so exercise control over Your Content or any third party content. Planman HR reserves the right to give assistance to any relevant person or entity regarding any such violation.

3- References and Links to Third Parties.

This Site may contain references (including by trademark, service mark, or trade name) and links to content, products, services, or other offerings of third parties (including but not limited to potential employers). Such references and links do not constitute or imply an endorsement or recommendation by Planman HR of any such third party, nor do they constitute or imply an endorsement or recommendation by any such third party of Planman HR. Planman HR has no

authority or control over, and is not responsible for, such third parties or their Web sites, including their availability, content, operation, practices, performance, any viruses accessed through them, or anything purchased or otherwise acquired through them.

4- Modification of This Agreement.

Planman HR may, in its sole discretion, modify this Agreement and Planman HR Privacy Policy from time to time without prior notice to and acceptance by You. Such changes shall be effective upon posting on the Site. You can review the current version of this Agreement and Planman HR Privacy Policy by clicking on the links so designated on this Sites home page. In the event that the terms of this Agreement or the Privacy Policy are materially changed, the revised Agreement or Privacy Policy shall be brought to the attention of Members when You next log in. By continuing to use this Site and/or Planman HR Services following any modification of this Agreement or Planman HR Privacy Policy, You accept any such changes. If You do not accept such changes, Your sole remedy is to terminate this Agreement (along with Your agreement to the Privacy Policy) pursuant to Section 10 of this Agreement.

5- DISCLAIMER

SUBJECT TO SECTION 7, TO THE FULLEST EXTENT PERMITTED BY LAW, YOU ASSUME ALL RESPONSIBILITY AND RISK FOR YOUR USE OF THIS SITE (INCLUDING ANY WEB SITES, CONTENT, FEATURES, AND SERVICES AVAILABLE OR ACCESSIBLE THROUGH THIS SITE) AND ANY PLANMAN HR SERVICES, WHICH ARE PROVIDED ON AN AS IS, AS AVAILABLE BASIS AND WITHOUT TERMS, REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE, AND NONINFRINGEMENT. WITH REGARD TO THIS SITE (INCLUDING ANY WEB SITES, CONTENT, FEATURES, AND SERVICES AVAILABLE OR ACCESSIBLE THROUGH THIS SITE) AND PLANMAN HR SERVICES, PLANMAN HR MAKES NO REPRESENTATIONS OR WARRANTIES THAT YOUR ACCESS OR USE WILL BE UNINTERRUPTED OR ERROR-FREE; THAT YOU WILL OBTAIN ANY RESULTS FROM SUCH ACCESS OR USAGE; THAT DEFECTS WILL BE CORRECTED; THAT ANY INFORMATION WILL BE ACCURATE, ADEQUATE, AVAILABLE, COMPLETE, CORRECT, CURRENT, OR SUITABLE; OR THAT ANY INFORMATION, SOFTWARE, OR OTHER MATERIALS WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. PLANMAN HR NEITHER WARRANTS NOR REPRESENTS THAT YOU WILL RECEIVE A CAREER OPPORTUNITY AS A RESULT OF YOUR PLANMAN HR MEMBERSHIP, PLANMAN HR SERVICES, OR YOUR USE OF THIS SITE.

PLANMAN HR ALSO MAKES NO REPRESENTATION THAT MATERIALS AT THIS SITE ARE APPROPRIATE OR AVAILABLE FOR USE IN ALL JURISDICTIONS. YOU ARE SOLELY RESPONSIBLE FOR READING AND COMPLYING WITH ALL NOTICES, INSTRUCTIONS, RULES, AND RESTRICTIONS WHEREVER THEY ARE POSTED ON THIS SITE, AND FOR COMPLYING WITH ALL APPLICABLE LAWS, STATUTES, REGULATIONS, OR ORDINANCES, WHETHER IN THE U.S., YOUR JURISDICTION, OR ELSEWHERE.

6- LIMITATION OF LIABILITY

SUBJECT TO SECTION 7, IN NO EVENT SHALL PLANMAN HR OR ANY OF ITS AFFILIATES, LICENSORS, OR BUSINESS PARTNERS, OR ANY OF THEIR RESPECTIVE PERSONNEL, BE LIABLE TO YOU OR TO ANY THIRD PARTY WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL LOSSES OR DAMAGES, OR ANY LOSS OR DAMAGE FOR BUSINESS INTERRUPTION, THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, OR LOSS OR INJURY TO REVENUE, PROFITS, BUSINESS OPPORTUNITY, BUSINESS PERFORMANCE, REPUTATION, GOOD WILL, OR DATA), ARISING OUT OF OR RELATING TO THIS AGREEMENT, THIS SITE (INCLUDING ANY WEB SITES, CONTENT, FEATURES, AND SERVICES AVAILABLE OR ACCESSIBLE THROUGH THIS SITE), PLANMAN HR SERVICES, OR THE PERFORMANCE OR NONPERFORMANCE OF ANY PLANMAN HR CLIENT OR OTHER THIRD PARTY, EVEN IF PLANMAN HR OR ANY OF ITS AFFILIATES, LICENSORS, OR BUSINESS PARTNERS, OR ANY OF THEIR RESPECTIVE PERSONNEL, HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. NOTHING IN THIS AGREEMENT SHALL LIMIT THE LIABILITY OF PLANMAN HR TO YOU FOR ANY DEATH OR PERSONAL INJURY ARISING FROM THE NEGLIGENCE OF PLANMAN HR.

7- TERMS IMPLIED BY LAW

WHERE ANY LAW IMPLIES ANY TERM INTO THIS AGREEMENT AND THAT LAW PROHIBITS PROVISIONS UNDER A CONTRACT THAT EXCLUDE OR MODIFY THE OPERATION OF SUCH TERM, THE TERM IS DEEMED TO BE INCLUDED IN THIS AGREEMENT. HOWEVER, PLANMAN HRS LIABILITY FOR BREACH OF SUCH TERMS WILL BE, IF PERMITTED BY LAW, LIMITED TO ONE OF THE FOLLOWING REMEDIES (AT PLANMAN HRS OPTION): THE RESUPPLY OF THE SERVICES OR THE PAYMENT OF THE COST OF RESUPPLYING THE SERVICES.

8- Indemnification.

You agree to indemnify and hold harmless Planman HR (including its affiliates), licensors, and business partners, as well as any of their respective personnel, from any claims, liabilities, losses, damages, costs, and expenses (including but not limited to attorneys fees) arising out of (a) Your inappropriate or unlawful use of this Site or Planman HR Services; (b) Your breach of this Agreement; or (c) Your Content.

9- Jurisdiction.

This Agreement shall be governed by the Indian laws. Any court of competent jurisdiction sitting within the country will be the non-exclusive jurisdiction and venue for any dispute arising out of or relating to this Agreement, but Planman HR retains the right to bring proceedings in any other court of competent jurisdiction. Any cause of action of Member with respect to this Site, Planman HR Services, or this Agreement must be instituted within one (1) year after the facts giving rise to the claim or cause of action were (or should have been) known or else such claim will be barred. Member agrees that this Agreement is set forth in the English language for the mutual convenience and benefit of the parties.

10- Term and Termination.

This Agreement shall begin on the date that You click on the Save or Continue buttons displayed on the registration screens and will continue until terminated by You or Planman HR. You may terminate this Agreement along with Your agreement to the Privacy Policy at any time by notifying Planman HR of Your decision to remove Your personal profile by sending an email with Remove User in the subject line to info@planmanconsulting.com . Please include Your full name, User ID, and phone number. Planman HR may terminate this Agreement or refuse access to You at any time. In addition, Planman HR may modify or discontinue this Site, Planman HR Services, or their availability to You, at any time. Upon termination, You will no longer be a Member, You may not use this Site, and You may not use Planman HR Services.

11-Notices.

Except as expressly provided otherwise, all notices required by this Agreement shall be given: (a) to Planman HR, via email to info@planmanconsulting.com in writing by hard copy to the Planman HR address designated above; and (b) to Member, via Your most recent email address, postal address, or telephone number of record on file with Planman HR or via posting on this Site. Any email notice shall be deemed to be given twenty-four (24) hours after the email is sent unless the sending party is notified that the email address is invalid or the message is otherwise returned as undeliverable. Notice given in writing in hard copy may be delivered by hand, by overnight courier, by facsimile with confirmation of receipt, or by certified or registered mail, postage prepaid, return receipt requested.

12- Miscellaneous.This Agreement constitutes the entire and exclusive agreement between You and Planman HR and, except as expressly set forth in this Agreement, supersedes all other agreements whether written or oral regarding the subject matter hereof. This Agreement may only be amended as set forth in Section 4; any other amendment must be in writing and signed by both parties. If any term of this Agreement is declared invalid, illegal, or unenforceable by a court of competent jurisdiction, it shall be deemed severable from this Agreement and will not affect the validity and enforceability of any remaining provisions. The section headings in this Agreement are for ease of reference only and shall not be considered to be part of this Agreement. Sections 2, 5, 6, 7, 8, 9, 10, and 12 shall survive termination of the Agreement for any reason. The parties are independent contractors, and nothing stated in this Agreement shall be deemed to create any agency, partnership, fiduciary, joint venturer, employer-employee, or franchisor-franchisee relationship. Planman HR may, in its sole discretion, choose to enforce or not enforce any or all terms of this Agreement, but in no event shall Planman HR be required to explain, comment on, suffer liability for, or forfeit any right or discretion based on Planman HR enforcement or non enforcement or Planman HR consistency or inconsistency in enforcing any of these terms.

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