

EasySource Terms of Use

THIS IS AN AGREEMENT BETWEEN YOU OR THE ENTITY THAT YOU REPRESENT (HEREINAFTER “YOU” or “YOUR”) AND HIREQUOTIENT (HEREINAFTER “HQ”) GOVERNING YOUR USE OF HQ’S ONLINE SKILL-BASED ASSESSMENT PLATFORM/APP/EXTENSION.

Parts of this Agreement

This Agreement consists of the following terms and conditions (hereinafter the “General Terms”) and terms and conditions, if any, specific to use of individual Services (hereinafter the “Service Specific Terms”). In the event of a conflict between the General Terms and Service Specific Terms, the Service Specific Terms shall prevail.

Acceptance of the Agreement

You must be of legal age to enter into a binding agreement in order to accept the Agreement. If you do not agree to the General Terms, do not use any of our Services. If you agree to the General Terms and do not agree to any Service Specific Terms, do not use the corresponding Service. You can accept the Agreement by checking a checkbox or clicking on a button indicating your acceptance of the Agreement or by actually using the Services.

Description of Service

HQ provides an online skill-based assessment platform for individuals and businesses. You may use the Services for your personal and business use or for internal business purposes in the organization that you represent. You may connect to the Services using any Internet browser supported by the Services. You are responsible for obtaining access to the Internet and the equipment necessary to use the Services. You can take skill-based assessments and view your results with your user account and, if you choose to do so, you can share such results with third parties.

Beta Service

We may offer certain Services as closed or open beta services (“Beta Service” or “Beta Services”) for the purpose of testing and evaluation. You agree that we have the sole authority and discretion to determine the period of time for testing and evaluation of Beta Services. We will be the sole judge of the success of such testing and the decision, if any, to offer Beta Services as commercial services. You will be under no obligation to acquire a subscription to use any paid Service as a result of your subscription to any Beta Service. We reserve the right to fully or partially discontinue, at any time and from time to time, temporarily or permanently, any of the Beta Services with or without notice to you. You agree that HQ will not be liable to

you or to any third party for any harm related to, arising out of, or caused by the modification, suspension, or discontinuance of any of the Beta Services for any reason.

User Sign-up Obligations

In order to access or use the services provided by HireQuotient, you must sign up for a user account and provide all required information. If you represent an organization and wish to use the services for corporate internal use, we recommend that you and all other users from your organization sign up for user accounts by providing your corporate contact information, particularly your corporate email address. By signing up, you agree to provide true, accurate, current, and complete information about yourself as prompted by the sign-up process, and to promptly update this information if it changes. Failure to provide accurate information may result in the termination of your user account and the refusal of any or all of the services.

Restrictions on Use

As a user of HireQuotient's app/extension, you agree not to transfer the services or otherwise make them available to any third party, provide any service based on the services without prior written permission, allow user licenses to be shared or used by more than one individual other than by way of reassigning the user license to a new user, attempt to disassemble, reverse engineer, or decompile the services, use third-party links to sites without agreeing to their website terms and conditions, post links to third-party sites or use their logo, company name, etc. without their prior written permission, attempt to gain unauthorized access to the services or its related systems or network, use the services in any manner that could damage, disable, overburden, impair or harm any server, network, computer system, resource of HireQuotient, use the services to send or store material containing software viruses, worms, or other harmful computer codes, files, scripts, or programs, use the services in any manner that interferes with or disrupts the integrity, security, or performance of the services, its components and the data contained therein, host, display, upload, modify, publish, transmit, store, update or share any information that belongs to another person or entity and to which you do not have any right, including personal or confidential information of any person or entity with respect to which you do not have consent or permission from such person or entity, violate any applicable local, state, national or international law, use the services for any form of competitive or benchmarking purposes, remove or obscure any proprietary or other notices contained in the services, use our services in any manner that threatens the integrity or security of the app, its users, or its related systems, or engage in any activity prohibited by law.

Spamming and Illegal Activities

As a user of HireQuotient's app/extension, you are solely responsible for the contents of your transmissions through the services. You agree not to use the

services for illegal purposes or for the transmission of material that is unlawful, defamatory, insulting, harassing, libelous, invasive of another's privacy (including bodily privacy), abusive, threatening, harmful, vulgar, pornographic, paedophilic, harmful to children, obscene, racially or ethnically objectionable, or is otherwise objectionable, offends religious sentiments, promotes racism, contains viruses or malicious code, or that which infringes or may infringe the intellectual property or other rights of another. You agree not to use the services for the transmission of "junk mail", "spam", "chain letters", "phishing" or unsolicited mass distribution of email. We reserve the right to terminate your access to the services if there are reasonable grounds to believe that you have used the services for any illegal or unauthorized activity.

Organization Accounts and Administrators

When you sign up for an account for your organization on HireQuotient, you may specify one or more administrators. The administrators will have the right to configure the services based on your requirements and manage end users in your organization account. If your organization account is created and configured on your behalf by a third party, it is likely that such a third party has assumed an administrator role for your organization. Make sure that you enter into a suitable agreement with such third party specifying such party's roles and restrictions as an administrator of your organization account.

You are responsible for (i) ensuring the confidentiality of your organization account password, (ii) appointing competent individuals as administrators for managing your organization account, and (iii) ensuring that all activities that occur in connection with your organization account comply with this Agreement. You understand that HireQuotient is not responsible for account administration and internal management of the services for you.

You are responsible for taking necessary steps for ensuring that your organization does not lose control of the administrator accounts. You may specify a process to be followed for recovering control in the event of such loss of control of the administrator accounts by sending an email to info@hirequotient.com, provided that the process is acceptable to HireQuotient. In the absence of any specified administrator account recovery process, HireQuotient may provide control of an administrator account to an individual providing proof satisfactory to HireQuotient demonstrating authorization to act on behalf of the organization. You agree not to hold HireQuotient liable for the consequences of any action taken by HireQuotient in good faith in this regard.

Personal Information and Privacy

The personal information you provide to HireQuotient through the service is governed by HireQuotient Privacy Policy. Your election to use the service indicates your acceptance of the terms of the HireQuotient Privacy Policy. You are responsible

for maintaining the confidentiality of your username, password, and other sensitive information. You are responsible for all activities that occur in your user account and you agree to inform us immediately of any unauthorized use of your user account by email to info@hirequotient.com. We are not responsible for any loss or damage to you or to any third party incurred as a result of any unauthorized access and/or use of your user account, or otherwise.

Communications from HireQuotient

The service may include certain communications from HireQuotient, such as service announcements, administrative messages and newsletters. You understand that these communications shall be considered part of using the services. As part of our policy to provide you total privacy, we also provide you the option of opting out from receiving newsletters from us. However, you will not be able to opt-out from receiving service announcements and administrative messages.

Hosting Location

The location of the cloud facility from which you are served depends on the mapping of your region/country to the available cloud facilities at the time of your sign-up. We may migrate your account or require you to migrate your account to a different cloud facility in the event of any updates to the region/country to cloud facility mapping at any point in time. You must not mask your internet protocol (IP) address at the time of sign-up since your region/country is determined based on your IP address. If, at any time, your actual region/country is found to be different from the region/country in our records, HireQuotient may take appropriate action such as migrate your account or require you to migrate your account to the cloud facility corresponding to your region/country, or close your account and deny the service to you. If you are served from a cloud facility outside your region/country and HireQuotient has an office in your region/country, apart from storing the data in the cloud facility assigned to you, we may store a local copy of the data in your region/country.

Data Ownership

We respect your right to ownership of content created or stored by you. You own the content created or stored by you. Unless specifically permitted by you, your use of the HireQuotient app/extension does not grant HireQuotient the license to use, reproduce, adapt, modify, publish, or distribute the content created by you or stored in your user account for HireQuotient's commercial, marketing, or any similar purpose. But you grant HireQuotient permission to access, copy, distribute, store, transmit, reformat, publicly display and publicly perform the content of your user account solely as required for the purpose of providing the services to you.

Trademark:

"HireQuotient, HireQuotient logo, the names of individual Services and their logos are trademarks of HireQuotient. You agree not to display or use, in any manner, the HireQuotient trademarks, without HireQuotient's prior permission."

Disclaimer of Warranties:

"YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE USE OF THE SERVICES OFFERED BY HIREQUOTIENT IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS. HIREQUOTIENT EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. HIREQUOTIENT MAKES NO WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. USE OF ANY MATERIAL DOWNLOADED OR OBTAINED THROUGH THE USE OF THE SERVICES SHALL BE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM, MOBILE TELEPHONE, WIRELESS DEVICE OR DATA THAT RESULTS FROM THE USE OF THE SERVICES OR THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER WRITTEN OR ORAL, OBTAINED BY YOU FROM HIREQUOTIENT, ITS EMPLOYEES OR REPRESENTATIVES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE AGREEMENT."

Limitation of Liability:

"YOU AGREE THAT HIREQUOTIENT SHALL, IN NO EVENT, BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR OTHER LOSS OR DAMAGE WHATSOEVER OR FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, COMPUTER FAILURE, LOSS OF BUSINESS INFORMATION, OR OTHER LOSS ARISING OUT OF OR CAUSED BY YOUR USE OF OR INABILITY TO USE THE SERVICE, EVEN IF HIREQUOTIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN NO EVENT SHALL HIREQUOTIENT'S ENTIRE LIABILITY TO YOU IN RESPECT OF ANY SERVICE, WHETHER DIRECT OR INDIRECT, EXCEED FIFTY THOUSAND RUPEES (₹ 50,000) OR THE FEES PAID BY YOU DURING THE TWELVE (12) MONTHS PRIOR TO THE FIRST EVENT GIVING RISE TO SUCH LIABILITY, WHICHEVER IS HIGHER."

Indemnification

"You agree to indemnify and hold harmless HireQuotient, its officers, directors, employees, suppliers, and affiliates, from and against any losses, damages, fines and expenses (including attorney's fees and costs) arising out of or relating to any claims that you have used the Services in violation of another party's rights, in violation of any law, in violations of any provisions of the Agreement, or any other

claim related to your use of the Services, except where such use is authorized by HireQuotient."

Suspension and Termination

We may suspend your user account or temporarily disable access to the whole or part of any Service in the event of any suspected illegal activity, extended periods of inactivity, or requests by law enforcement or other government agencies. Objections to the suspension or disabling of user accounts should be made to info@hirequotient.com within thirty days of being notified about the suspension. We may terminate a suspended or disabled user account after thirty days. We will also terminate your user account on your request.

In addition, we reserve the right to terminate your user account and deny the Services upon reasonable belief that you have violated the Agreement and to terminate your access to any Beta Service in case of unexpected technical issues or discontinuation of the Beta Service. You have the right to terminate your user account if HireQuotient breaches its obligations under this Agreement and in such an event, you will be entitled to a prorated refund of any prepaid fees. Termination of user account will include denial of access to all Services, deletion of information in your user account such as your email address and password, and deletion of all data in your user account.

Modification of Terms of Service

We may modify this Agreement upon notice to you at any time through a service announcement or by sending email to your primary email address. If we make significant changes to the Agreement that affect your rights, you will be provided with at least 30 days advance notice of the changes by email to your primary email address. You may terminate your use of the Services by providing HireQuotient notice by email within 30 days of being notified of the availability of the modified Agreement if the Agreement is modified in a manner that substantially affects your rights in connection with use of the Services. In the event of such termination, you will be entitled to a prorated refund of the unused portion of any prepaid fees. Your continued use of the Service after the effective date of any change to the Agreement will be deemed to be your agreement to the modified Agreement.

End Of Terms Of Service

If you have any questions or concerns regarding this Agreement, please contact us at info@hirequotient.com.