

LOCUM DOCTORS (www.locumdoctors.co.in)

Terms and Conditions

Terms of Use

Locum Doctors India ("Locumdoctors.co.in") provides its job listing service (the "Service") to you, subject to the following terms of use (the "Terms") through its website www.Locumdoctors.co.in. (the "Site"), which may be updated by Locumdoctors.co.in from time to time without notice to you. You should review the Terms periodically for changes.

Locumdoctors.co.in Privacy Policy

Registration data and certain other information about you is subject to our Privacy Policy. For more information, please see our Privacy Policy.

Dealings with Advertisers and Merchants

a) Your correspondence or business dealings with, or participation in promotions of, advertisers and merchants found on or through the Service contained on the Site, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser or merchant.

(b) To the fullest extent permitted by applicable law, you agree that:

(i) Locumdoctors.co.in shall not be responsible or liable for any loss or damage of any kind incurred as the result of any such dealings or as the result of the presence of such advertisers and merchants on the Site; and

(ii) any orders placed by you on, and any product specifications and product availability appearing on, the Service are subject to confirmation by, and the terms and conditions of business of, the relevant merchant.

Dealings with Third Parties and Links

a) The Service may provide, or third parties may provide, links to other web sites or resources. As Locumdoctors.co.in has no control over such sites and resources, you acknowledge and agree that Locumdoctors.co.in is not responsible for the availability of such external sites or resources, does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources.

(b) You further acknowledge and agree that Locumdoctors.co.in shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such site or resource.

(c) Locumdoctors.co.in will make all reasonable efforts to ensure that the information contained in the Site is up to date and accurate.

(d) Unless explicitly stated otherwise by Locumdoctors.co.in any dealings by you with any third parties on or through the Service on the Site shall be solely between you and that third party and Locumdoctors.co.in shall not be responsible for any losses or damage that may arise from any such dealings.

Intellectual Property Rights

(a) You acknowledge and agree that the Service and any information presented to you through the Site and the Service contains intellectual property rights, including but not limited to copyright and trade marks and you agree not to infringe the intellectual property rights owned by Locumdoctors.co.in as detailed in the Copyright and Trademark Notice.

(b) Except as expressly authorised by Locumdoctors.co.in or relevant third parties, you agree not to adapt, alter, modify, rent, lease, loan, sell, distribute or create derivative works based on the Service in whole or in part.

(c) You must not use any part of the content on the Site for commercial purposes without obtaining a license to do so from Locumdoctors.co.in or Locumdoctors.co.in' licensors.

Rider

The Client and Candidate agree and accepts that the website contains valuable confidential and proprietary information which is the property of or the responsibility of Locumdoctors.co.in (the

Information”). This may include personal data including sensitive personal data. By accessing the Information no disclosure of the Information shall be made without the express written consent of Locumdoctors.co.in and any unauthorised disclosure of any Information may be actionable at law.

The combination of the User ID and Password (“Password”) provided to you to access the candidate website are not to be given to any third party without the express written consent of Locumdoctors.co.in. Any unauthorised access or disclosure of the Password shall be deemed to be a breach of these Terms of Use, including any unauthorised disclosure of Information may result in a immediate suspension of access to the website without notice.

Disclaimers

(a) Your use of the Service is at your sole risk. The Service is provided on an "as is" and "as available" basis and does not guarantee that the Service will be available or suitable for your purposes and requirements.

(b) To the fullest extent permitted by applicable law, Locumdoctors.co.in expressly disclaims all warranties, condition and other terms of any kind, whether express or implied, including, but not limited to any implied term of merchantability, satisfactory quality, fitness for a particular purpose, and any term as to the provision of services to a standard of reasonable care and skill or as to non-infringement of any intellectual property right.

(c) Locumdoctors.co.in uses reasonable care in compiling and presenting the information found on the Site and included in the Service, is provided purely for information and you should seek further guidance and make independent enquiries before relying upon it.

(d) The information included in the Service has been compiled from a variety of sources and is subject to change without notice.

(e) Locumdoctors.co.in makes no warranty or representation that

(i) the Service will meet your 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 complete, accurate, up to date or reliable; and

(iv) the quality of any services, information, or other material purchased or obtained by you through the Service will meet your expectations.

(f) Locumdoctors.co.in assumes no responsibility for the truthfulness and accuracy of any information contained within any communication sent by you to us and disclaims all liability arising from any claim, loss or damage that arise from the use of any such information.

(g) Locumdoctors.co.in makes no representation in respect of the existence or availability of any appointment advertised on the Site.

(h) Locumdoctors.co.in does not guarantee that any employer or client will ask for a candidate's information, ask to interview a candidate or hire a candidate, or that any candidates will be available or will meet the needs of any employer or client.

(i) Locumdoctors.co.in makes no representation or warranty as to the final terms and duration of any appointment obtained through the Site.

Limitation of Liability

To the fullest extent permitted by applicable laws, and except in respect of death or personal injury arising from Locumdoctors.co.in' negligence, Locumdoctors.co.in hereby excludes liability for:-

(a) any claims, loss, demands or damages of any kind whatsoever with respect to the Service;

(b) any information, content, advertisements or products provided or distributed through the Service including, without limitation, special, indirect, incidental or consequential loss or damages, including loss of profits, loss of revenue, loss of business opportunities, loss of data, loss of use or otherwise and whether or not the possibility of such loss has been notified to Locumdoctors.co.in; and

(c) the foregoing will apply whether such claims, loss or damages arise in tort, contract, negligence, under statute or otherwise.

Uploading Content to the Site

Whenever you make use of a feature that allows you to upload content to the Site, or to make contact with other users of the Site, you must comply with the content standards in these Terms. If not, you will be liable to Locumdoctors.co.in and indemnify Locumdoctors.co.in for any loss or damage Locumdoctors.co.in suffer as a result of your breach of warranty.

Your uploaded content will be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute and disclose to third parties any such content.

Locumdoctors.co.in will not be liable to any third party, for the content or accuracy of any of your uploaded content. Locumdoctors.co.in has the right to remove any postings you make on the Site if your post does not comply with the content standards. If any of the content uploaded by you constitutes violation of third party intellectual property rights, or their right to privacy we have the right to disclose your identity to the third party concerned.

General Information

(a) These Terms constitute the entire agreement between you and Locumdoctors.co.in and govern your use of the Service, superseding any prior agreements between you and Locumdoctors.co.in.

(b) The Terms and the relationship between you and Locumdoctors.co.in shall be governed by the laws of England shall be submit to the exclusive jurisdiction of the English courts.

(c) Nothing in the Terms affects any liability for fraudulent misrepresentation. Any failure by Locumdoctors.co.in to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision.

Changes to these Terms

Locumdoctors.co.in may revise these Terms of Use at any time by amending this page. Please check this page from time to time to take notice of any changes we made, as they are binding to you.

Changes to our Site

Locumdoctors.co.in may update this site from time to time, and may change the content at any time. However, please note that any of the content on our Site may be out of date at any given time, and we are under no obligation to update it.

Violations

Locumdoctors.co.in recommends users who find inappropriate content to contact us immediately in order that we may remove it. In addition, we reserve the right to remove all material which we consider inappropriate or unacceptable. This includes pornographic, offensive, defamatory, illegal material(s) that is/are in any way contrary to accepted morality and behaviour.

By using our Site, you confirm that you accept these terms of use and that you agree to comply with them. If you find the Terms unacceptable, Locumdoctors.co.in request that you leave this Site.

Applicable Law

Please note that these Terms of Use, its subject matter and its formation (and any non-contractual disputes of claim) are governed by English Law. Both you and Locumdoctors.co.in agree to the exclusive jurisdiction of the courts of England and Wales.

