

TERMS OF SERVICE

Introduction

Welcome to the website of NineoneIN (hereinafter for the sake of brevity referred to as 91IN). Users are urged to read the Legal Policy, User Terms and Conditions and the Privacy Policy. The use of this website and services provided by 91IN are subject to acceptance of the same by the user. If you do not accept these terms and conditions, do not continue to use or access this website. 91IN provides investigative and advisory services to the users seeking solutions for their different queries.

Definitions

1. Terms & Conditions: These Terms and Conditions for use of NineoneIN website and services is a legal agreement between you and NineoneIN, a SMA Legal initiative; SMA Legal being a sole proprietary firm engaged in legal advisory services.
2. NineoneIN is hereinafter referred to as '91IN, 'our', 'us', 'we'.
3. By 'we', we mean the features and services we make available, including through (a) our website at www.NineoneIN.com and any other co-branded websites (including sub-domains, international versions, widgets, and mobile versions); (b) our Platform; and (c) other media, software, devices, or networks now existing or later developed.
4. By "information" we mean facts and other information about you, including information provided by you for verifications.
5. By "content" we mean anything you post on NineoneIN website that would not be included in the definition of "information."
6. By "data" we mean content and information that third parties can retrieve from NineoneIN or provide to NineoneIN.
7. By "use" we mean use, copy, publicly perform or display, distribute, modify, translate, and create derivative works of.
8. "Services" means, though not limiting to your use of NineoneIN's sourcing of documents service, employment and business related verification including background, education, and employment history verification services, real estate and agricultural related investigation including due diligence (the 'Services' or 'Website services'), more fully described here. identity and credentials

User Terms and Conditions

By using the services available from the domain and sub-domains of the website, the user agrees to the following terms and conditions, including those available by hyperlink (the "Agreement" or "User Agreement") with 91IN and the website/s of its affiliate/s, agencies and clients.

Before you proceed to use the services provided by 91IN and its affiliates, agencies, and clients, you must read and accept all terms and conditions in, and linked to, the User Agreement, Legal Policy and the Privacy Policy to be able to proceed further to utilise the services provided by 91IN. 91IN strongly recommends that, as you read the User Agreement, you also access and read the linked information with great care in order to participate with us in the development of a quality service.

Do not use the website if you cannot or are barred from entering into legally binding contracts or you are under the age of 18 or are temporarily or indefinitely suspended or prohibited from or accessing or using this or the linked websites as may be applicable;

By accepting the User Agreement, you agree that your use of 91IN website and websites related and linked to 91IN website will be governed by the user agreement/s, Legal and Privacy Policies posted on that website/s with such changes and modifications as may be made from time to time.

Usage permission

Only personal use is authorized on our site, and unless you have 91IN's written permission, you shall not duplicate, download, publish, modify, or otherwise distribute the material on this Site for any commercial use, or for any purpose other than as described in these Terms. Automating, scripting, scraping or otherwise taking data from the Site in an automated fashion, for re-use or display, is not permitted. NineoneIN.com owns and retains all proprietary material contained on the Site such as trademarks, content and other proprietary content.

Use of the Site is void where prohibited. By using this Site, you represent and warrant that you have the right, authority, and capacity to enter into this Agreement and to abide by all the Terms and Conditions of this Agreement.

Links to other websites:

At various points throughout the website you may be offered automatic links to other internet websites including User/Mission websites that may be relevant to a particular aspect of this website. This does not indicate that 91IN is necessarily associated with any of these other websites. Whilst it is the intention of 91IN that you should find these other websites of interest, neither 91IN, nor their officers, employees and agents shall have any responsibility or liability of any nature whatsoever for these other websites or any information contained in them, none of which have been verified or endorsed by 91IN or affiliates.

Prohibition against unlawful use

While accessing or using website, the user will not:

- Post any content or items in an inappropriate category or areas on the website nor post any material in whatsoever form, on the website for any purpose other than the normal purpose for which the website is intended;
- Violate any laws, third party rights, or policies of 91IN. The user shall not hide or spoof his/her IP address or intentionally or bounce his/her communications through any intermediate computers. The user shall also not alter the logs upon gaining access;
- Interfere with the technological operations of the website or attempt or manipulate the content or material on the website or of any other user or users;
- Post false, inaccurate, misleading, defamatory, or libellous content including personal information;
- Use any robot, spider, search engine, scraper or other means whether manual, automated, mechanical, electrical or electronics either existing or that may be invented or discovered to access the website and/or to do any of the acts mentioned above for any purpose other than the normal purpose for which the website is intended;

Additionally, user agrees not to:

- Take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on 91IN's infrastructure;

- Interfere or attempt to interfere with the proper working of the website or any activities conducted on the website;
- Bypass our robot exclusion headers or other measures we may use to prevent or restrict access to the website;
- Do or take any action that may undermine the feedback or ratings systems, such as displaying, importing or exporting feedback information of the website or for using it for the purposes unrelated to 91IN;
- Access or attempt to gain root access, use any manual, mechanical, electrical or electronic means, computer programs, exploits, hacker tools, or scripts, software or hardware tools, search engines either existing or that may be invented either directly, indirectly or through any contrivance to change, modify, post, violate, misuse, abuse, erase, hack, distort, slow down, configure any system, website, to work for them, or to cause denial of services to other users or on other computers or down the website or its user features;
- Send, post, plant or distribute viruses or any other technologies that may harm 91IN, or the interests or property of users;
- Copy, modify, or distribute content from the website and/or 91IN's copyrights and trademarks or other intellectual property;
- Harvest or otherwise collect information about other users, their details, or any information relating to any other user's personal details, email addresses, etc.

In case of any unlawful, illegal or prohibited use, the user shall be liable for action under Indian and local applicable laws as amended from time to time.

Further representations

If you are an employer, or an authorized representative of an employer, you represent that you have the right to disclose and provide 91IN with your employee's personal information and hereby agree to indemnify and hold 91IN harmless for any disclosure by you of such employee's personal information. If you are an individual or entity asking for the verification of another person or authority or entity then you represent that you have the right to disclose and provide 91IN with such person's or authority's or entity's information and hereby agree to indemnify and hold 91IN harmless for any disclosure by you of such person's/authority's/entity's personal or official information. 91IN is not obligated to seek consent of any person/authority whose personal/official information is provided to 91IN. You warrant that you will not share the report provided by 91IN with any other person or entity or authority, as the case may be, through any medium, to the detriment of the interest of 91IN or any person/authority/entity including the verified.

Consent

91IN is not obligated to seek consent of the person/authority to be verified. We are facilitators for completing a verification process of the submitted facts. It is your responsibility to ensure that you have obtained consent from the person/authority to be verified. Please ensure that such consent is available with you always. We may, at times, check such consents. Since it is the responsibility of the registered users (the Client) to obtain such consent and 91IN assumes that such consent is taken by the Client before approaching 91IN for its services. [Click here for Consent Form](#)

Limitation of use

Without limiting other remedies, 91IN may at its sole discretion or at the advice or under the directions of its clients limit, suspend, terminate temporarily or permanently, disable or prevent a user from accessing/making use of its service, prohibit access to its website/s, remove hosted

content, and take technical and legal steps to keep user/s off the website if 91IN thinks that the user is or is attempting to resort to abnormal usage or abuse, creating problems, potential or otherwise or possible legal liabilities, or is not acting consistently with the normal usage.

Violation of Terms

There may be occasions in which monetary damages do not provide sufficient remedy to NineoneIN.com for violations of Terms, and you thereby consent to injunctive or other equitable relief for such violations.

Proprietary Rights

NineoneIN.com owns all legal rights, title and interest in and to the Site, including any intellectual property rights which subsist in the Site (whether those rights happen to be registered or not, and wherever in the world those rights may exist). Unless you have agreed otherwise in writing with NineoneIN.com, nothing in the Terms gives you a right to use any of NineoneIN.com trade names, trademarks, service marks, logos, domain names, and other distinctive brand features.

Trademarks

All trademarks, service marks, logos, slogans, domain names and trade names published on the website are the properties of their respective owners.

Copyright

All contents of the Website are subject to Copyright © owned by NineoneIN and SMA Legal and its licensors. All rights reserved.

Warranties

NineoneIN makes no warranties or representations of any kind concerning the accuracy, suitability, or safety of the information contained on this web site or any linked site for any purpose. All such information is provided "as is," and with specific disclaimer of any warranties of merchantability, fitness for a particular purpose, title, or non-infringement. NineoneIN does not use adware, spyware, trojans, viruses or other invasive "black hat" techniques. Notwithstanding, NineoneIN makes no warranties or representations of any kind that the services provided by this web site or any linked site will be uninterrupted, error-free, or that the site or the server that hosts the site are free from viruses or other forms of harmful computer code. In no event shall NineoneIN, its employees, its agents, or anyone else who has been involved in the creation, production, or delivery of these pages, be liable for any direct, incidental, or consequential damages resulting from the use of this site or any linked site. Our report may even be based on the technical checks in some cases which may or may not hold true

No License

Nothing contained on the Website should be understood as granting you a license to use any of our trademarks, copyrights, service marks, or logos, or the trademarks, service marks, or logos owned by any third party.

Severability, Waiver

If any provision of this Terms and Conditions is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.

POLICY UPDATES

We reserve the right to change or update this policy at any time by placing a prominent notice on our site. If we decide to make changes, to modify, add or remove any terms or conditions of these Terms of Service, we will post those changes without any liability to you. Any changes to these Terms of Service shall be effective immediately following the posting of such changes on this website. The most recent version of these Terms of Service may always be found here. You agree to review these Terms of Service from time to time and agree that any subsequent use by you of this website following changes to these Terms of Service shall constitute your acceptance of all such changes.

From time to time, we may automatically release updates such as bug fixes or new features (“updates”). By using our services, you understand and acknowledge that such updates will take place, and reaffirm your agreement to abide by this Terms of Service Agreement with each update.

LIMITATION OF LIABILITY

In no event will NineoneIN be liable to you or a third party for any indirect, consequential, exemplary, incidental, special, or punitive damages including lost profits, even if NineoneIN has been advised of the possibility of such damages.

NineoneIN shall strive to provide you great user experience on the Website for the services we offer. We cannot assure you of accessibility or availability of the Website at all times. NineoneIN is a network service provider, an intermediary providing the services as mentioned on the Website, and shall not be liable under the Information Technology Act, or any amendments and rules made there-under where your or third party information is made available to us and there is an offence or contravention committed without our knowledge or negligence.

Under no circumstances, including, but not limited to, negligence, will NineoneIN.com proprietors or their licensors or suppliers be liable for any special, indirect, incidental, consequential, punitive, reliance or exemplary damages, including for any lost profits or lost data, that result from your use or your inability to use the NineoneIN.com website, or any applications, features, content or third party materials made available on, in conjunction with or through the NineoneIN.com website, even if NineoneIN.com or a NineoneIN.com authorized representative has been advised of the possibility of such damages. Applicable law may not allow the limitation or exclusion of liability or incidental or consequential damages, so the above limitation or exclusion may not apply to you. In such cases, NineoneIN.com's liability will be limited to the fullest extent permitted by applicable law.

In no event will the total aggregate liability to you of NineoneIN.com proprietors or of their licensors or suppliers for all the damages, losses, claims and causes of action arising out of relating to these terms or your use of the NineoneIN.com website, including without limitation your interactions with other users of the NineoneIN.com website (whether in contract, or including indulgence negligence, warranty or otherwise) will not exceed the amount paid by you, if any, to NineoneIN.com for the services availed by you.