

EYARDSTICK USER TERMS & CONDITIONS AGREEMENT

PLEASE READ THE FOLLOWING TERMS OF SERVICE (THE "TERMS OF SERVICE" OR THE "CONDITIONS AGREEMENT") CAREFULLY; IT IS A BINDING LEGAL AGREEMENT. BY USING THE SERVICE, YOU AGREE TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, THEN YOU MAY NOT ACCESS OR USE EYARDSTICK.COM (THE "SITE") OR THE SERVICES AVAILABLE THROUGH THE SITE. YOUR PERMISSION TO USE THIS WEBSITE IS EXPRESSLY CONDITIONED UPON YOUR ASSENT TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, TO THE EXCLUSION OF ALL OTHER TERMS.

1. Terms and Conditions of Use

Your purchase or use of products and services ("Programs") offered by EYardstick, a product of Formac, Inc. ("EYARDSTICK") and use of www.eyardstick.com (the "Site") are subject to these terms and conditions. Please read these terms carefully before you accept the agreement and contact us if you have any questions. Access or use of the website for which you seek registration constitutes acceptance of this Agreement.

Following Capitalized terms shall mean the following description

- i. "Licensor" shall mean Formac Software Services Private Limited, (Formac) having its registered office at Ground Floor, Agni Block, Salarpuria GR Tech Park, Whitefield, Bangalore 560066.
- ii. "Licensee" shall mean the User/Legal Person who has bought the license for usage from the Licensor.
- iii. "Agreement" shall mean collectively these terms and conditions that the Licensee would accept before the use of the Service/Product
- iv. "Service" shall mean Licensor's website, the Online Service including the Offline support and assistance to be provided by the licensor.
- v. "Licensee Data" shall mean all data, information and material submitted by the licensee in the course of using the service.
- vi. "Intellectual Property Rights" shall mean the copyrights, trademarks, domain name rights, know-how and other Trade Secret rights, and all other Intellectual property rights and derivatives thereof, and forms a protection of a similar nature.
- vii. "Initial term" shall mean the initial period during which Licensee is obligated to pay for the Service equal to the billing frequency selected by Licensee during the subscription process.
- viii. "Log – in Information" shall mean user names and passwords used to access the Service.

1. EYardstick may change any of the terms in this Agreement at any time. Continued use of the website accessed through Your EYardstick Account constitutes your acceptance of the terms of the modified Agreement.
2. This document is an electronic record in terms of the Information Technology Act, 2000 and various statutes and rules thereunder as applicable and as amended from time to time. This electronic record is generated by a computer system and does not require any physical or digital signature/s.

3. The domain name [www.eyardstick.com/eyardstick.com](http://www.eyardstick.com) and all its sub-domains (hereinafter referred to as "**Website**") are registered in the name of Formac Software Services Private Limited a company incorporated under the Companies Act, 1956 with its registered office at Ground Floor, Agni Block, Salarpuria GR Tech Park, Whitefield, Bangalore 560066.
4. Your use of the Service is subject to all terms and policies posted here, collectively referred to as the "Terms of Use".
5. For the purpose of these Terms of Use, any business transaction with EYardstick, essential to deliver a product and / or service, that requires the use of the Website to complete all or part of the transaction, is also treated as service delivered through the Website. All references to the term "**Website**" and "**Services**" in these Terms of Use shall encompass all such transactions, products and services.
6. Your use of the Website and Services and tools are governed by the following terms of use ("**Terms of Use**") as applicable to the Website. By transacting on the Website or by mere use of the Website, You undertake that these **Terms of Use** constitute your binding obligations towards EYardstick.
7. For the purpose of these Terms of Use, wherever the context so requires '**You**' '**Your**' or "**User**" shall mean any natural or legal person or Licensee who has agreed to become a Registered User of the Website by providing Registration Data while registering on the Website as Registered User through electronic means. EYardstick allows access to surf the Website without registering on the Website and to the extent applicable, these Terms of Use shall be binding on them also. The term "We", "Us", "Our" shall only mean Licensor Formac.
8. We reserve the right, at our sole discretion, to change, modify, add or remove portions of these Terms of Use, at any time. It is your responsibility to check these Terms of Use periodically for changes. Your continued use of the Website following the posting of changes will mean that, you accept and agree to the changes. As long as you comply with these Terms of Use, We grant you a personal, non-exclusive, non-transferable, limited privilege to enter and use the Website.

2. EYardstick and its Service

EYardstick, being a Software product of Formac offers services available through the Internet that require end user registration. This document will refer to the software, applications or other services offered in connection with EYardstick, collectively as "the Product". In the event of a conflict between the terms and conditions of this Agreement and more specific terms and conditions that apply to another Product of Formac, the more specific terms and conditions shall prevail with respect to such conflict and only to Websites governed by such other terms of use.

3. Internet Access.

Internet Access Customer is responsible for providing all equipment necessary to make (and maintain) a connection to the World Wide Web. Customer understands that DSL, cable, fiber optic, or other high speed Internet connection is required for proper performance of the Service.

4. Ownership of Information, Materials and Software

You/User expressly acknowledge and agree that (a) the Website contains information, text, software, photos, graphics, Infographics, and other material (called "**Materials**") that are protected by copyrights, trademarks, trade secrets, patents or other proprietary rights (called "**Intellectual Property Rights**"); (b)

all right, title and interest in and to these Materials and Intellectual Property Rights belong solely and exclusively to EYardstick or its licensors; and (c) these Intellectual Property Rights are valid and protected in all forms, media and technologies existing now or developed later.

EYardstick reserves the right to terminate your license and refuse to provide you with access to the website if it is brought to our notice or if we discover that You/user is not binding to the terms of Use.

5. Your Account and Registration Obligations

An account on the Website is created when you become a registered user as a result of the registration process. The purpose of an account on the Website is to enable us to uniquely identify You.

- If you use the website, you shall be responsible for maintaining the confidentiality of your User ID and Password and you shall be responsible for all activities that occur under your User ID and Password. You agree that if You provide any information that is untrue, inaccurate, not current or incomplete like a fake identity, email ID or mobile number, We have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, or not in accordance with these Terms of Use, we shall have the right to indefinitely suspend or terminate or block access to Your account on the Website and refuse to provide You with access to the Website.
- The subscription to this product by the registered users is neither re-saleable nor transferable to anybody else.
- You/Recruiting Manger/HR shall not create and/or maintain multiple accounts on the Website either in your own name or on somebody else's behalf. Maintaining more than one active account on the Website is considered express breach of these Terms of Use. If we detect or have reasonable grounds to believe that you own more than one active account on the Website or you have used a fake payment option, We shall have the right to indefinitely suspend or terminate or block access of your membership on the Website and refuse to provide you with access to the Website. We shall also have the right to legally prosecute you for your intent to commit fraud.

6. License Obligations and Use of Information

- **Limited User License:** Users/Subscribers shall have the access to use the EYardstick module, only with the Licenses that user has bought and licenses are nonexclusive, personal, and nontransferable and may not be sublicensed. Website Licensees may use the data which can be obtained through the Website for the benefit of the subscribers solely for their own personal, non-commercial, educational and improvement purposes. Login Credentials (username and password) may not be shared with others/any third party or otherwise disclosed to unauthorized third parties for any purpose whatsoever.
- **Permitted use of Materials:** You may include, on an occasional and irregular basis any insubstantial portions of Materials from the Website in memoranda, reports and presentations, to the extent that abides with the Terms of Use and does not breach with our Copy right, trademark and when such terms of usage are agreed upon by Licensor, only then for educational purposes which is of non-commercial nature, does not otherwise diminish the pedagogical or commercial value of the Materials and is considered to be permissible fair use by the licensor, equivalent under applicable copyright and intellectual property law. In each such instance, you

must include proximate to any excerpted Materials all copyright, trademark and other notices from the Website, and appropriate source attribution to EYardstick.

- **Prohibited Use of Materials:** You may not use, modify, adapt, reformat, download, upload, post, reproduce, broadcast, publish, display, perform, transfer or redistribute any Materials in any form, format or media or by means of any technology without obtaining the prior written authorization from the licensor.
- You may not reproduce, use, sell, transmit, publish, broadcast, or otherwise disseminate or distribute Materials from the Website to anyone, including but not limited to others in the same company, school, college or other organization, whether or not for a charge or other consideration, including but not limited to use in or with “course packets” or with courses which does not include in here.
- You may not post test questions or any screenshots of the questions from our Website to newsgroups, mail lists, forums/electronic bulletin boards, homework sites, bookmarking sites, content aggregators, file storage services or any other online destination.
- You may not use the Service for any illegal or unauthorized purpose. You must not, in the use of the Service, violate any laws in your jurisdiction

7. Usage Obligations

- A registered user may use the product for their benefit or improvement any number of times within the subscription period registered for.
- An individual user login may only be used by one person - a single user login shared by multiple people is not permitted. You must have a user license and an individual user login for each person using the tool.
- You are responsible for maintaining the security of your account and password. EYardstick cannot and will not be liable for any loss or damage from your failure to comply with this security obligation.
- Users are prohibited from forwarding/ circulating information hosted on the Website or downloaded from the Website, to other parties. It is solely for the use of that particular User.
- EYardstick is free to offer its products and /services to any client/prospective client without restriction.
- EYardstick is not liable to share / return / provide copies of, any document(s) submitted by you to us or to a client under any circumstance. These documents include, but not limited to, answer scripts, question papers, photocopies of score sheets and certificates of candidates.
- All of EYardstick’s questions are created and curated by various sources and freelancers who have provided us with the copyright releases to use them in the software.
- EYardstick is not liable to share / provide copies of user profiles or data related to other users as available with us.
- You understand and agree that EYardstick does not make public or share the answer keys, answer scripts, questions and/or question papers under any circumstances.
- You shall not discuss, publish, share, and distribute content that is proprietary to EYardstick, in any form. Among other things, this includes questions from EYardstick.
- Pricing to any of the plans is subjected to change, without notice. Failure to make any payment to access the tool or its premium features may lead to closure of the account.

- You agree not to use the website to
 - impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity; including using another person’s Login Credentials.
 - use or attempt to use any "deep-link," "scraper," "robot," "bot," "spider," "data mining," "computer code" or any other automated device, program, tool, algorithm, process or methodology or manual process having similar processes or functionality, to access, acquire, copy, or monitor any portion of the Website, any data or content found on or accessed through the Website or any other EYardstick materials without the prior express written consent of Formac.
 - Extract questions manually or use unauthorized external applications to carry out the same process or sell EYardstick’s question database to third parties or competitor organizations.
 - Create Internet "links" to the Service or "frame" or "mirror" or "copy" any Content on any other server or wireless or Internet-based device.
 - Obtain or attempt to obtain through any means any Materials, End User Content, or any other data, content, software or code available on or through the Website (“Website Content”) that have not been intentionally made publicly available either by their public display on the Website or through their accessibility by a visible link on the Website.
 - Violate any measure employed to limit or prevent access to the Website or Website Content.
 - Violate the security of the Website or attempt to gain unauthorized access to the Website, Website Content, or computer systems or networks connected to any service of the Website through hacking, password mining or any other means.
 - Interfere with or disrupt the Website or servers or networks connected to the Website, or disobey any requirements, procedures, policies or regulations of networks connected to the Website.
 - Engage in any conduct which otherwise diminishes the pedagogical or commercial value of the Data.
 - Build a product using similar ideas, features, functions or graphics or interface of the Service.

8. Communications

- When you use the website or send emails or send other data, information or communication to us electronically or otherwise, you agree, understand and give your consent to receive communications via electronic records from us periodically and as and when warranted. We may communicate with you by email or by such other mode of communication, electronic or otherwise.

9. Privacy and Disclosure of Personal Information

EYardstick is committed to protecting the privacy of all visitors to its site. Our policy consists of the following:

9.1.1 Storing of non-personal information: We do not collect personal information from you unless it is voluntarily provided to us by you. We do not give, share, sell, rent or transfer any personal information to any third party or person or group. We do however record non-personal information - based on the data you voluntarily submit during visiting our site. Our website uses cookies to record this information. By using our website and agreeing to this policy, you consent to our use of cookies in accordance with the terms of this policy.

Non Personal Information we record:

- The type of browser (such as “Internet Explorer version X, Mozilla Firefox, Google Chrome”) that you are using to access the site.
- The type of operating system that you use (such as Macintosh, UNIX, Ubuntu or Windows)
- The date and time of your visit to our site, and the web pages that you visit on our site

We may use the information we obtain from your use of our cookies for the following purposes:

- To recognise your computer when you visit our website
- To improve the website's usability
- To analyse the use of our website
- To gain a deeper insight of our target audience and sources they arrive from

9.1.2 Storing of Personal Information: For the purposes of this Agreement, “Personal Information” means information collected for registering on this Website or otherwise provided by you, containing identifiable information such as your name, email, physical address, phone number, username, password or any other Personal identification number. However, we will not disclose personal Information associated with your use of the Website to any third parties without your consent except as set forth in this Agreement. Consent can be express (for example, electronically by accepting terms describing the intended uses and disclosures of Personal Information) or implied (for example, when you provide personal Information necessary for a service you have requested). Generally, by providing us with Personal Information, we will assume that you consent to our collection, use and disclosure of such information for the purposes identified or described in this Privacy Policy, or as otherwise specified at the time of collection.

9. Data Security and Support

- This site has strict security measures in place to protect the loss, misuse and alteration of the information in our data repository.
- User/Legal Owner who is in contact with us can always reach us for any support before, during or the after the tests have been taken.

10. Anti-Spam Policy

Formac or www.eyardstick.com is against in sending spam and unsolicited emails. You should not use our service and you are not authorized to use our referral or email services, for your personal or commercial purposes. By usage of this service you agreed that to our policies. Violating these policies in any manner subject to violation of respected laws and necessary action will be initiated against the defaulters

11. Maintenance Checks and Development

EYardstick may at any time, with or without notice to you, restrict the use and accessibility of the Product as well as limit the duration and amount of use made of the Product. Other than periodic restrictions for the purposes of routine maintenance, such restrictions are typically only made in extraordinary circumstances which are beyond Licensor's control. EYardstick may change or discontinue any portion, feature, or content of the Product at any time with or without notice to you; however, we will make reasonable efforts to provide end users notice of significant changes to the Product when feasible and provide alternative materials if substantial portions of the Website are removed. Information and updates about the changes to the Website and its availability are posted regularly to its users

12. Content and Charges

- 12.1 The Product may provide functionalities for users to use the information, data, text, graphics and other relevant information with a sole purpose of user's benefit and improvement
- 12.2 Users should understand that the Company test patterns are subject to change anytime based on the existing trends and might not always align with the current patterns
- 12.3 For the benefit of the User, each test Pattern has been designed from the Conglomerate of Patterns used by various Companies, so that the user could derive maximum benefit, and not for any monetary/commercial purposes at all. We use these patterns for educational and development activities only.
- 12.4 With the term " X Company Pattern", it is to be understood that the pattern is reviewed by the expert team based on the past test patterns of the Company and the content has been provided by the users/visitors to this site and it may/may not be similar to the current patterns of the Company, and we do not hold any responsibility in these grounds
- 12.5 We have taken every care in compiling and designing the information or the content we provide and believe in the validity of it, but Formac doesn't guarantee the accuracy of the content or information that is provided in this site and we don't hold any responsibility for any incorrect questions, answers, content and any form of errors
- 12.6 It is to be understood by the users that we never charge for the questions we provide, and the charges are levied only for the service we render through EYardstick.
- 12.7 We provide the content that is reviewed by the expert team collecting the information from various sources and methods with a sole purpose of helping the users derive the maximum benefit
- 12.8 Formac neither does hold any responsibility for the results that the User attains in the tests taken nor guarantees any result for any of its users any time

12.9 It is our prime responsibility to see that the user has smooth experience while they use the product and we ensure that all the access related support to be provided on time to all its users

13. Cookies

A “cookie” is a small piece of information stored by a web server on a web browser so it can be later read back from that browser. Cookies are useful for enabling the browser to remember information specific to a given user. We place both permanent and temporary cookies in your computer’s hard drive. The cookies do not contain any of your personally identifiable information. In the case of mobile devices, we store your device's IP address, cookie string data, your device type and mobile device's unique identifier such as the Apple IDFA or Android Advertising ID.

14. Disclaimer of Warranties

14.1 This Website, all the materials and products (including but not limited to software) and Services, included on or otherwise made available to you through this Website are provided on “as is” and “as available” basis without any representation or warranties, express or implied, except as otherwise specified in writing by us. Without prejudice to the forgoing paragraph, we DO NOT warrant that:

- This Website will be constantly available at all times.

14.2 We do not warrant that this Website; information, Content, materials, product (including software) or Services included on or otherwise made available to You through the Website; their servers; or electronic communication sent from Us are free of viruses or other harmful components.

14.3 Nothing on the Website constitutes, or is meant to constitute, advice or solicitation of any kind.

14.4 The service and all components thereof are provided and licensed to you "as is" and "as available" with all defects and without any warranties or conditions whatsoever, express or implied. You acknowledge that some of the service's components, features, and functionality may be temporarily or permanently modified, supplemented or eliminated by us in our sole discretion without notice to you. You acknowledge that our service is subject to limitations, delays, and other problems inherent in the use of the internet and regardless of the cause of loss, you assume the risk of any and all losses associated with your use of the service, including, without limitation, loss, deletion, correction, destruction, damage, or failure to capture or store your data. We do not represent, warrant, or guarantee that your data will be or remain free from loss, corruption, error, or disclosure, nor do we represent, warrant, or guarantee reliability, timeliness, quality, suitability, truth, availability, accuracy, or completeness of the service or any of its components or content. Further, we do not represent, warrant, or guarantee that you will be able to access the service or your data at any particular time or from any particular designated portal. Further, we specifically disclaim any and all express or implied warranties, including the implied warranties of merchantability,

fitness for a particular purpose, non-infringement, and warranties arising out of the course of dealing or usage of trade between the parties.

14.5 All company names portrayed in EYardstick are trademarks and/or registered trademarks of their respective entities or companies.

15. Limitation of Liability

15.1 We will not be liable to you in any way or under any legal theory in relation to the Contents of, or use of, or otherwise in connection with, the Website.

15.2 In no event will we be liable to anyone for any indirect, special, incidental or consequential damages (including without limitation lost profit, lost data, or business interruption), or any other damages, caused in whole or part by disclosure, failure, delay, interruption, unavailability, corruption, degradation, loss, your use, your inability to use, or the results of your use of the service or data. This limitation will apply regardless of whether such damage claim is based in contract, tort or otherwise, and whether or not you advise us of the possibility of such damages. Should the services or data prove defective, damaged, corrupt, or unusable, we will endeavor to assist you in recovery, extraction, correction, or repair; however, you (not Formac) assume the entire cost of all recovery, extraction, correction, or repair.

16. Electronic Delivery Policy

You agree that we may provide to you required notices, agreements and other information concerning the Service electronically. While refunds will be handled promptly when warranted, by using the Service you also agree that EYardstick is not responsible for valid charges incurred as the result of failed electronic delivery of email messages to the address you provide, either by the fault of EYardstick or another third party.

17. Refund and Cancellation

You can cancel your subscription at any time by writing to us at support@eyardstick.com. Formac reserves the right to delete all the associated data related to that account any time, post cancellation of subscription. Any dues to be paid or refunded are to be settled by either parties within 7 days (a week) of cancellation.

18. Applicable Law

This Agreement shall be governed by and interpreted and construed in accordance with the laws of India, without reference to conflict of laws principles. The place of jurisdiction shall be exclusively in Bangalore, Karnataka

Invalidation of any provision of this "Terms of use" by any court having competent jurisdiction, shall not invalidate the remaining provisions of this "Terms of Use" which shall remain in full force and effect.

19. Publicity

Customer consents to EYardstick's disclosure of the fact that Customer is a paying customer of EYardstick. During the Term, EYardstick may list customer's name and logo on EYardstick website.

20. Force Majeure

Formac shall not be liable for any failure or delay in performing its obligations hereunder due to any cause beyond its reasonable control, including without limitation, fire, accident, acts of the public enemy, war, rebellion, labor dispute or unrest, insurrection, act of God, government or the judiciary.