

## MUTUAL AGREEMENT

**HIS AGREEMENT IS ENTERED AT CHENNAI  
ON THIS ###date1###**

**M/S BPO Projects Service India**, a Company corporate under the provisions of the Companies Act, 1956 and having its registered office at RMZ Millenia Business Park, No-143, M.G.R Road, Phase 2, Level-6, Kandancavadi, Perungudi, Chennai-600096, India and its principal place of business at Level-1, Kale Donia Building, Sahar Road, Sambhaji Nagar, Andheri East, Mum-bai-500 032 INDIA.. (Here in after called as 1<sup>st</sup> party)

**Mr. ###name###, ###address###, ###city###, ###state###. (Here in after called as 2nd party)**

1. The 2nd party accepts that the 1st party agreed to provide the online ads posting work to the 2nd party on an interim arrangement of 01 individual work ID will be executed by him on ###date1###, which has to be started on ###date2###. The billing the 1<sup>st</sup> party subject to conditions set out and agreed between either parties.

2. The 2<sup>nd</sup> party accepts that the 1<sup>st</sup> party agrees to provide Work from time to time regularly to the 2<sup>nd</sup> party if the 2<sup>nd</sup> party completes the Work on satisfactory of the first party.

The 2<sup>nd</sup> party accepts the accuracy and payments very clearly.

In 2<sup>nd</sup> party working panel for activated records only 2<sup>nd</sup> party eligible for payment if he achieve above three thousand rupees and above.

**TDS and Administrative Charges will be deducted from the Payment.** (TD's as per Govt. Norms +7.7% Administrative and Handling charges)

The 2<sup>nd</sup> party accepts the terms and conditions provided by the first party. The second party will not claim anything if the first party takes action according to the terms and conditions.

### TERMS AND CONDITIONS

1. Login using your user id and password.
2. Click Data entry in menu bar it will redirect to your working panel.
3. In working panel you will see subject and message. You need to copy that content and paste it in the 3<sup>rd</sup> party website link provided by admin in your panel.
4. After posting the ads in 3<sup>rd</sup> party website you need to copy the link from address bar of the ads displaying page and then paste it in your panel and submit it.
5. If the 3<sup>rd</sup> party website link is not available type error in your url submission field. For error submission records will be rejected. You will not get any money for rejected records.
6. For properly posted ads only will be activated by admin. For that particular activated records only you will get payment
7. Each activated record you will get Rs.5/- Per Ad If the record is not activated 2nd party have to wait until activation, BPO Projects Service India is responsible for the pending records at end of this agreement period.
8. If the given subject, message, 3<sup>rd</sup> party website link, your ads posted link are not same your record will be rejected And if posted ad expired before Quality Checking that record will be rejected.
9. The ads should post in 3<sup>rd</sup> party website which given by admin. If you post ads in any other website that record will be rejected.
10. 2<sup>nd</sup> party accepts that no dispute shall be entertained regarding Q.C (quality checking)
11. 1<sup>st</sup> party is not responsible for non-working of third party website and website changes.

**WORKING ONLINE:** All work assigned to Executives has to be carried out ONLINE. It is advisable to have your own PC at home with INTERNET connection. Those who do not have PC's at home may work from any Internet café. Expenses incurred on Internet facility have to be borne by the Executives themselves.

**TRAINING:** We have an online training page in our website. You can gain access to the online training page using the username / password demo/demo. Personal training will be provided ABSOLUTELY FREE OF COST to anyone who visits our office personally. Please be assured that our executives will be very glad to train you, so please do not hesitate to ask for free training after joining.

**FIRST PARTY**

**SECOND PARTY**

**EARNINGS:** No monthly stipend/ Salary is paid to Executives. Executives are eligible to receive the following Payments on a monthly basis, based on the number of records posted by them correctly (for only activated rec-ords).

**PAYMENTS:** Payment details will be displayed in our website between 26<sup>th</sup> to 30<sup>th</sup> of previous month. Executives are requested to login to our website & find out the payment details directly yourself. Payment Cheques will be dispatched batch wise spread over a period of 3 to 4 weeks thereafter. Earnings below `3,500/- will be clubbed with the earnings of next month. The cheque will be made out in the "Payee Name" and payment will be subject to applicable taxes. The charges incurred by BPO Projects Service India in processing the cheque and in delivery will be deducted from the actual pay-out amount.

**TERMINATION OF WORK:** The Management reserves the right to terminate the work of any Executive. If the executives disregards/violates the company Terms & Conditions or when the executive is not taking active interest in the work for more than 10 days.

### **LIMITATION OF LIABILITY**

BPO Projects Service India shall not be liable for any special indirect, punitive, incidental, special, or consequential damages relating to the participation or inability to participate in the Service.

BPO Projects Service India is not responsible for damages or losses that result from participating or inability to participate in the Service, or reliance on or use of information, services, or merchandise provided on or through the Service.

You acknowledge and agree that BPO Projects Service India neither endorses the contents of advertisements or third parties' web sites, nor assumes responsibility or liability for the accuracy of material contained therein, or any infringement of third party intellectual property rights arising there from, or any fraud or other crime facilitated thereby.

To the maximum extent allowed by applicable law, nor any of its parents, members, subsidiaries, service providers, licensors, officers, directors or employees shall be liable for any direct, indirect, incidental, special or consequential damages arising out of or relating to this agreement, resulting from the use or the

inability to use the service or for the cost of procurement of substitute goods and services or resulting from any goods or services purchased or obtained or messages received or transactions entered into through the service or resulting from unauthorized access to or alteration of user's transmissions or data, including but not limited to, damages for loss of profits, use, data or other intangible, even if such party has been advised of the possibility of such damages. Without limiting the foregoing, everything on the site is provided to you "as is" without warranty of any kind, either expressed or implied including, but not limited to, the implied warranties of services, merchantability, fitness for a particular purpose, or non-infringement.

BPO Projects Service India disclaims all liability, regardless of the form of action, for the act of other members, or users including unauthorized users, or hackers of the service.

The 2<sup>nd</sup> party accepts that, Quality checking is done by technical officials of the company according to the time period. So 2<sup>nd</sup> party should not claim to done records immediately. It will done according to the technical officials & man power availability of the company. Because it is a Non- accuracy based unlimited job with 1 year validity according to the terms of the agreement

### **PARTICIPATION IN PROMOTIONS OF ADVERTISERS AND PARTNERS**

Your correspondence with or participation in promotions of Service advertisers and partners, 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 the advertiser or partner. We assume no liability, obligation, or responsibility for any part of any such correspondence or promotion, including without limitation withdrawal or modification of any offer or promotion.

You understand that, in some cases, there may be a delay in the crediting of Points for promotions of advertisers or partners due to advertiser's or partner's failure to provide necessary information to us for the crediting of such Points. We will not be responsible or liable for the delay or failure to credit Points in such event.

### **NON-TRANSFERABILITY**

you are not allowed to share your account with any other individual. Nor are you allowed to transfer accounts to someone else.

Your membership will terminate immediately in the event of your death. Service accounts are not transferable upon death or otherwise by operation of law.

**MODIFICATIONS**

BPO Projects Service India reserves the right to change this Terms and Conditions document. Current members will be informed by email, however it is also your responsibility to check this document periodically for any changes or modifications and you must not rely on e-mails as a sole source of information regarding this agree-ment or your membership. Your continued use of our website constitutes an affirmative acknowledgement by you of the Terms and Conditions and any subsequent modifications made to it and your agreement to abide and be bound by the Terms and Conditions document in its modified form. We reserve the right to modify or discontinue the Service with or without notice to you. We shall not be liable to you or any third party should we exercise our right to modify or discontinue the Service.

**NOTICES**

all notices given by us to you will be given by email, postal mail or by general posting on the Web site.

**INDEMNIFICATION**

you agree to indemnify and hold us, our affiliates, officers, agents, co-branders or other partners, and employ-ees, harmless from any claim, demand, expense, or damage, (including reasonable legal fees) made by any third party due to or arising out of your use of the Service, your connection to the Service, your violation of the Terms, content you submit, post to or transmit through the Service or your violation of any rights of another.

**MISCELLANEOUS**

TERMS AND CONDITIONS and the relationship between you and BPO Projects Service India shall be gov-erned by the laws of the State of Tamil Nadu without regard to its conflict of law provisions. You and BPO Pro-jects Service India agree to submit to the personal and exclusive jurisdiction of the courts located within Chen-nai, Tamil Nadu.

This Agreement constitutes a complete and exclusive understanding between us and you relating to the subject matter hereof and supersedes all prior or contemporaneous understandings, agreements, communications, and/or Advertising with respect to such subject matter provided that nothing in this Agreement seeks to limit or ex-clude any right either party may have in respect of fraudulent misrepresentation

Our failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing.

If any part of these Terms is unenforceable (including any provision by which BPO Projects Service India ex-cludes its liability to the Member), the enforceability of any other part of these Terms will not be affected.

**The User agrees that they have no objection to terminate account for any kind of illegal activities.**

FIRST PARTY

SECOND PARTY

**2<sup>nd</sup> Party Thumb Impression**

PASTE YOUR PASS-  
PORT SIZE PHOTO  
HERE

**Mr. ###name###**

**E.MAIL.ID— ###emailid###**

**PH: ###mobile###**

**Witness (1<sup>st</sup> Party):**

**Witness (2<sup>nd</sup> Party):**