

JobRays Global Terms of Service

Last Updated: 01-09-2025

1. Definitions

For the purposes of these Terms of Service (“Terms”), the following definitions shall apply. Words in the singular shall include the plural, and vice versa. Headings are for convenience only and do not affect interpretation.

1.1 **“JobRays,” “we,” “our,” or “us”** means JobRays, a sole proprietorship registered and operated by Raghav Deora in India, together with its permitted successors and assigns.

1.2 **“Services”** means all websites, mobile applications, AI-powered career engines, software, APIs, communication channels, and other products offered under the JobRays brand.

1.3 **“User,” “you,” or “Subscriber”** means any natural person or legal entity accessing, using, or subscribing to the Services.

1.4 **“Account”** means the registered profile through which a User accesses the Services.

1.5 **“Plans”** means the subscription tiers offered by JobRays (Trial, Premium, Pro, Enterprise), as described at [jobrays.io/pricing], and as may be amended.

1.6 **“AI Output”** means any text, recommendation, roadmap, analysis, or other content generated by artificial intelligence models (including GPT, other LLMs, and proprietary engines) within the Services.

1.7 **“Content”** means all data, resumes, text, images, documents, audio, video, or other materials uploaded, submitted, or generated by Users within the Services.

1.8 **“Personal Data”** means any information relating to an identified or identifiable natural person, as defined under applicable privacy laws (including GDPR, CCPA, DPDP, PIPEDA, PDPA, APPI, PIPA, and equivalent).

1.9 **“Third-Party Services”** means any services not operated by JobRays but integrated into or accessible through the Services, including (without limitation) **authorized payment processors and acquiring banks** (for payment processing), **cloud hosting and database providers**, **AI/ML providers**, and **external course/content partners**.

1.10 **“Applicable Law”** means any law, regulation, directive, code, or binding legal requirement in force in the jurisdictions where JobRays operates or where the User resides, including but not limited to:

- **United States:** Federal and state laws, including CCPA/CPRA.
- **United Kingdom and European Union:** GDPR and consumer protection laws.
- **Canada:** PIPEDA and provincial privacy acts.
- **India:** Information Technology Act, 2000 and Digital Personal Data Protection Act, 2023.
- **Singapore:** Personal Data Protection Act, 2012.
- **United Arab Emirates/Dubai:** Federal Decree-Law No. 45 of 2021.
- **Japan:** Act on Protection of Personal Information (APPI).
- **South Korea:** Personal Information Protection Act (PIPA).
- **Bangladesh:** Information and Communication Technology Act and Digital Security Act.

1.11 “**Effective Date**” means the date these Terms were last updated and posted on [jobrays.io/legal].

2. Eligibility & Accounts

2.1 Age Requirements. You must be at least **16 years old** or the minimum digital consent age in your country (whichever is higher) to use the Services. If you are below the legal age of majority in your jurisdiction (18 in most countries), you represent that you have obtained parental or guardian consent.

2.2 Capacity. By creating an Account or subscribing to a Plan, you represent and warrant that you have the legal capacity and authority to enter into these Terms.

2.3 Account Registration.

- You must provide accurate, current, and complete information during registration.
- You agree to update your information promptly to ensure accuracy.
- JobRays may request identity verification to prevent fraud.

2.4 Account Security.

- You are solely responsible for safeguarding your login credentials.
- Any activity under your Account is deemed authorized by you.
- JobRays is not liable for unauthorized access resulting from your failure to maintain security.

2.5 Account Use.

- Each Account is personal and may not be sold, shared, or transferred.
- Enterprise Accounts may be subject to separate contracts.
- Misuse of Accounts (including impersonation, multiple free trials, or sharing across individuals) is grounds for suspension or termination.

2.6 Dormant Accounts.

- JobRays may deactivate or delete inactive Accounts after **24 months** of inactivity, provided notice is given to the registered email at least 30 days prior.
- Certain data may be retained for compliance with legal obligations.

2.7 Suspension or Termination.

JobRays reserves the right to suspend or terminate any Account if:

- (a) the User violates these Terms;
- (b) the Account is used for unlawful purposes;
- (c) false or misleading information is provided; or
- (d) the Account poses a security, compliance, or reputational risk.

3. Subscriptions, Payments, and Billing

3.1 Subscription Plans.

(a) JobRays offers multiple subscription plans (“Plans”), including but not limited to Trial, Premium, Pro, and Enterprise tiers. The features, limits, and pricing of each Plan are described at [jobrays.io/pricing] and may be updated from time to time.

(b) Unless otherwise agreed in a separate signed enterprise agreement, the Services are provided strictly on a subscription basis.

3.2 Automatic Renewal.

(a) All paid Plans automatically renew at the end of each billing cycle (monthly, quarterly, annually, or as otherwise stated at the time of purchase) unless cancelled prior to the renewal date.

(b) By subscribing, you authorize JobRays **(through its authorized payment processors and acquiring banks)** to automatically charge your payment method on file for recurring fees, applicable taxes, and other charges.

3.3 Payment Processing.

(a) Payments are processed by **authorized payment processors and acquiring banks**. By subscribing, you agree to comply with the applicable payment processor’s terms and all financial regulations.

(b) JobRays may use **different payment processors in different regions**.

(c) JobRays **does not store** full payment card numbers; such details are securely handled by our payment processors.

3.4 Currency and Exchange Rates.

(a) Fees are displayed in **USD by default**.

(b) Where permitted, users may be charged in local currency. Exchange rates and fees are determined by your payment provider.

(c) You remain responsible for any conversion costs or international payment charges.

3.5 Taxes.

(a) All fees are exclusive of applicable taxes, duties, or levies (including VAT, GST, sales tax, digital service tax, withholding tax, and similar).

(b) You are responsible for paying all such amounts imposed by law.

(c) If withholding tax is required under local law, you must gross up payments so that JobRays receives the full fee net of taxes.

3.6 Failed Payments.

- (a) If your payment method fails, we may retry charges automatically.
- (b) JobRays may suspend or terminate access until payment is made.
- (c) We reserve the right to engage collections agencies or recover legal costs for unpaid amounts.

3.7 Enterprise Contracts.

Enterprise Plans may be subject to bespoke terms, including negotiated pricing, invoicing arrangements, service level commitments, and governing law. Such terms prevail over these general Terms in case of conflict.

3.8 Promotions and Discounts.

Any promotional pricing, trial offers, or discounts are one-time and non-transferable, and may be withdrawn or modified at any time at JobRays' sole discretion.

3.9 Payment Compliance.

All payment processing conducted for JobRays complies with the **Payment Card Industry Data Security Standard (PCI DSS)**. Where applicable, JobRays and its processors also comply with **Anti-Money Laundering (AML)** and **Know Your Customer (KYC)** regulations. Users may be required to provide additional verification details to comply with such regulations. **Invoices and tax receipts are issued from JobRays' registered sole proprietorship in India, unless otherwise required by local tax regulations in the user's jurisdiction.**

3.10 Payment Processor Changes. JobRays may **add, replace, or remove** payment processors and acquiring banks at any time to ensure availability, compliance, or improved service levels.

4. No Refund Policy

4.1 General Rule.

All fees paid to JobRays are **final and non-refundable**, regardless of usage, cancellation, or termination.

4.2 Scope of Non-Refundability.

The no-refund rule applies to:

- (a) Unused subscription periods (including partial months or annual terms).
- (b) Downgrades or cancellations before the end of a billing cycle.
- (c) Failure to use or access Services after purchase.
- (d) Loss of access due to violation of these Terms.
- (e) AI outputs or guidance perceived as unsatisfactory, incomplete, or incorrect.

4.3 Exceptions Where Required by Law.

Certain jurisdictions (e.g., EU/UK consumer protection law) may mandate limited refund rights (e.g., 14-day cooling-off period for online contracts). Where such rights apply, refunds will be granted strictly as required by law and may be proportionally reduced if Services have been accessed during the cooling-off period.

4.4 Chargebacks.

- (a) You agree not to initiate chargebacks with your bank or card issuer without first contacting JobRays Support (support@jobrays.io).
- (b) Unauthorized chargebacks are a breach of these Terms and may result in immediate suspension, termination, and reporting to credit bureaus or collection agencies.
- (c) JobRays reserves the right to recover chargeback fees and associated costs.

4.5 Cancellations.

- (a) You may cancel your subscription at any time through your Account settings.
- (b) Cancellation prevents future charges but does not entitle you to a refund of fees already paid.
- (c) Access continues until the end of the current billing cycle.

4.6 Trial Plans.

- (a) Trial Plans (e.g., \$1.99 / ₹99) are also non-refundable.
- (b) Converting from a Trial to a paid Plan is billed immediately upon upgrade.

5. User Responsibilities & Acceptable Use

5.1 General Conduct.

You agree to use the Services only for lawful, authorized, and intended purposes consistent with these Terms, our Privacy Policy, and all Applicable Laws.

5.2 Prohibited Activities.

You shall not, and shall not permit others to:

(a) Unauthorized Access & Misuse.

- Attempt to gain unauthorized access to the Services, user accounts, or systems.
- Probe, scan, or test vulnerabilities without express authorization.
- Circumvent or disable security features, usage limits, or subscription restrictions.

(b) Misrepresentation.

- Provide false, misleading, or incomplete information in Account creation or usage.
- Impersonate another person or entity, or falsely imply association with JobRays.

(c) Resale & Redistribution.

- Resell, sublicense, lease, or otherwise make the Services available to third parties without written permission.
- Use the Services to operate a competing product or service.

(d) Illegal or Harmful Use.

- Upload, share, or transmit content that is unlawful, defamatory, harassing, obscene, hateful, discriminatory, abusive, fraudulent, or otherwise objectionable.
- Use the Services for phishing, scams, or malware distribution.

- Exploit the Services for purposes relating to child sexual abuse material (CSAM), human trafficking, terrorism, or violent extremism.

(e) AI Misuse.

- Use AI Outputs to generate disinformation, harmful instructions, harassment, or unlawful material.
- Submit inputs intended to “jailbreak” or override safety systems.

(f) Employment & Recruitment Restrictions.

- Use JobRays as a recruiting or employment agency tool without written approval.
- Use outputs for discriminatory hiring practices or unlawful employment decisions.

(g) Sensitive & Regulated Industries.

- Use JobRays in connection with medical, legal, or financial advice where human professionals are legally required.
- Use JobRays to provide government services without compliance approvals.

5.3 Compliance with Export Controls & Sanctions.

You represent and warrant that you are not:

- located in a restricted jurisdiction (Cuba, Iran, North Korea, Syria, Crimea, or as updated by UN, US, EU, UK, or Singapore authorities);
- a designated individual or entity on restricted or denied persons lists;
- using the Services for military, nuclear, chemical, or weapons development.

5.4 User Content Responsibilities.

(a) You retain ownership of the resumes, career information, and personal content uploaded to JobRays.

(b) You are solely responsible for ensuring that your content:

- does not infringe intellectual property or privacy rights of others;
- complies with employment and labor laws in your jurisdiction;
- does not include sensitive categories prohibited under local law (e.g., caste data in India, religious data in EU, etc.).

5.5 Enterprise and Multi-User Accounts.

Enterprise administrators are responsible for ensuring their users comply with these Terms. Violations by enterprise users may result in termination of the entire contract.

5.6 Monitoring & Enforcement.

JobRays reserves the right, but not the obligation, to:

- monitor user activity and content for compliance;
- remove or block unlawful or harmful content;
- suspend or terminate accounts engaged in prohibited use.

5.7 Content Moderation & Transparency

JobRays may review, restrict, or remove content uploaded or generated through the Services that violates these Terms or Applicable Law.

In compliance with applicable laws (including the EU Digital Services Act, Regulation (EU) 2022/2065):

- (a) Users will be notified of significant moderation actions (e.g., content removal, account suspension) and provided reasons.
 - (b) Users may contest such decisions by contacting support@jobrays.io.
 - (c) Algorithmic recommendations (including AI Outputs) are generated by machine learning models. JobRays provides general explanations of how such outputs are generated upon request, subject to intellectual property protections.
 - (d) JobRays does not operate advertising-based ranking or paid prioritization systems. Should such systems be introduced in future, JobRays will provide clear disclosures to users in compliance with the EU Digital Services Act.
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6. AI Disclaimer & Limitations

6.1 Nature of AI Outputs.

JobRays uses advanced artificial intelligence models (including but not limited to GPT, proprietary algorithms, and external APIs) to generate career roadmaps, recommendations, and insights (“AI Outputs”).

6.2 Advisory-Only Outputs.

AI Outputs are **informational and advisory only**. They do not constitute:

- (a) professional career, financial, legal, or medical advice;
- (b) a guarantee of employment, promotions, or income;
- (c) verified factual statements.

6.3 Accuracy and Reliability.

- (a) While we use advanced models and caching systems to improve quality, AI Outputs may contain inaccuracies, outdated information, or unintended bias.
- (b) You acknowledge that human verification is always required before relying on outputs.

6.4 User Responsibility.

- (a) You remain solely responsible for decisions made on the basis of AI Outputs.
- (b) JobRays disclaims liability for any reliance placed on AI Outputs in employment, career, financial, or educational contexts.

6.5 Third-Party AI Providers.

- (a) AI services are partly powered by third-party providers (e.g., OpenAI).
- (b) By using the Services, you agree to also be bound by such providers’ terms of service.
- (c) JobRays is not liable for interruptions, limitations, or errors caused by third-party AI engines.

6.6 Ethical Use.

Users agree not to employ AI Outputs in ways that:

- encourage unlawful discrimination, exploitation, or harassment;
- mislead others into believing outputs are human-authored advice;
- violate employment, labor, or consumer protection laws.

6.7 Limitation of Liability Specific to AI.

To the fullest extent permitted by law, JobRays shall not be liable for:

- (a) inaccuracies, errors, or omissions in AI Outputs;
- (b) damages arising from reliance on AI Outputs;
- (c) misuse of AI Outputs by users or third parties.

7. Intellectual Property Rights

7.1 Ownership of the Services.

- (a) The Services, including but not limited to all software, source code, algorithms, databases, APIs, design, user interface, visual elements, trademarks, service marks, trade names, logos, AI models, and underlying technology are the exclusive property of JobRays and its licensors.
- (b) Nothing in these Terms transfers any ownership rights in the Services to you.

7.2 User Content.

- (a) You retain all ownership rights to resumes, profile data, inputs, documents, and personal content (“User Content”) you submit.
- (b) By uploading User Content, you grant JobRays a **worldwide, non-exclusive, royalty-free, transferable, sublicensable license** to:
 - host, process, store, and display such content;
 - use it to operate, improve, and enhance the Services (including AI training subject to privacy laws);
 - provide anonymized insights to other users.
- (c) You represent and warrant that you own or have sufficient rights to grant this license.

7.3 AI Outputs.

- (a) JobRays retains ownership of its AI models, systems, and proprietary algorithms.
- (b) To the extent legally permissible, AI Outputs generated through your use of the Services are licensed to you for personal career development under a perpetual, non-exclusive, royalty-free license.
- (c) Where Applicable Law (such as in the EU or US) grants users authorship or ownership rights in AI-generated works, such rights shall remain with the user, provided that JobRays retains the right to use anonymized or aggregated Outputs for service improvement.
- (d) You may not resell, redistribute, or claim exclusive authorship of AI Outputs for commercial purposes without JobRays’ prior written consent.

7.4 Restrictions.

- (a) You may not copy, reproduce, modify, create derivative works, reverse-engineer, or distribute the Services or any part thereof.
- (b) You may not remove copyright, trademark, or proprietary notices from the Services.

7.5 Feedback.

Any feedback, ideas, or suggestions you provide regarding JobRays may be used by us without obligation, compensation, or restriction, and shall become JobRays' property.

8. Privacy & Data Protection

8.1 General Principles.

- (a) JobRays processes personal data in accordance with our Privacy Policy ([jobrays.io/privacy]) and Applicable Law.
- (b) We act as a **Data Controller** for user registration and subscription data, and as a **Data Processor** for user-uploaded content such as resumes.

8.2 GDPR (EU/UK).

- (a) For users in the EU and UK, JobRays complies with the General Data Protection Regulation (EU) 2016/679 and UK GDPR.
- (b) Lawful bases include: performance of contract, user consent, legitimate interests, and compliance with legal obligations.
- (c) Users have the rights of access, rectification, erasure, portability, objection, and restriction of processing.
- (d) Data transfers outside the EU/UK are governed by **Standard Contractual Clauses (SCCs)**.

8.3 CCPA/CPRA (California, USA).

- (a) California residents have the right to know what personal information is collected, the right to delete, and the right to opt out of sale/share of data.
- (b) JobRays does not "sell" personal data as defined by CCPA.
- (c) Users may designate authorized agents to exercise their rights.

8.4 Canada (PIPEDA & Provincial Laws).

- (a) Users have the right to access personal data, request correction, and withdraw consent.
- (b) Data may be transferred outside Canada subject to contractual safeguards.

8.5 India (IT Act 2000 & Digital Personal Data Protection Act 2023).

- (a) Users have rights to consent, access, correction, and grievance redressal.
- (b) Sensitive personal data is processed only with explicit consent.
- (c) Cross-border data transfers are permitted subject to Indian government restrictions.

8.6 Singapore (PDPA 2012).

- (a) Users may request access and correction of personal data.
- (b) Consent may be withdrawn at any time, subject to legal obligations.

8.7 UAE (Federal Law No. 45 of 2021).

- (a) Personal data is processed in compliance with the UAE's Data Protection Law.
- (b) Data localization may apply to UAE government-related users.

8.8 Japan (APPI).

- (a) Users may request disclosure, correction, or suspension of personal data usage.
- (b) Data may be transferred overseas only with user consent or under adequate safeguards.

8.9 South Korea (PIPA).

- (a) Users have the right to access, correct, suspend, or delete personal data.
- (b) Sensitive data requires explicit consent and additional safeguards.

8.10 Bangladesh (ICT Act & Digital Security Act).

- (a) JobRays complies with data security obligations under Bangladeshi law.
- (b) Personal data may be processed outside Bangladesh subject to adequate protection.

8.11 Children's Data (Global).

- (a) JobRays does not knowingly collect personal data from children under 16 (or the minimum digital consent age per jurisdiction).
- (b) Where parental consent is required under Applicable Law (e.g., COPPA in the US, GDPR-K in the EU), JobRays may require verifiable parental consent before activating an account for minors.

8.12 Retention & Deletion.

- (a) We retain personal data for as long as necessary to provide Services or comply with legal obligations.
- (b) Users may request deletion, subject to exceptions (e.g., legal compliance, dispute resolution).

8.13 Security Measures.

- (a) JobRays employs industry-standard encryption, firewalls, and access controls.
- (b) No system is 100% secure; users acknowledge inherent risks of online services.

8.14 Breach Notification.

- (a) In the event of a data breach, JobRays will notify affected users and relevant authorities as required by law (e.g., 72-hour GDPR notice).
- (b) Users must also notify JobRays immediately if they suspect unauthorized use of their Account.

9. Regional Rights

In addition to the rights described elsewhere in these Terms, you may be entitled to certain region-specific rights depending on where you reside. This Section supplements, and in case of conflict, overrides the general Terms to the extent required by Applicable Law.

9.1 United States of America (USA)

(a) **Consumer Protection.** Users are entitled to the protections of applicable federal and state consumer laws.

(b) **California Residents (CCPA/CPRA).**

- Right to know what personal information is collected, used, and disclosed.
- Right to request deletion of personal information, subject to statutory exceptions.
- Right to opt out of sale or sharing of personal information (JobRays does not sell data).
- Right to non-discrimination for exercising privacy rights.

(c) **Children's Privacy (COPPA).** JobRays does not knowingly collect data from children under 13.

(d) **Arbitration & Class Action Waiver.** Except where prohibited by law, disputes shall be resolved through binding arbitration (see Section 18). You waive the right to participate in class actions, consolidated actions, or jury trials.

9.2 United Kingdom & European Union (UK/EU)

(a) **GDPR Rights.** Users have the right to:

- Access their personal data;
- Rectify inaccurate data;
- Erase data ("right to be forgotten");
- Restrict or object to processing;
- Data portability;
- Lodge complaints with their Supervisory Authority.

(b) **Legal Basis.** JobRays processes personal data under GDPR based on: consent, performance of a contract, compliance with legal obligations, or legitimate interests.

(c) **Data Transfers.** Cross-border transfers outside the UK/EU use **Standard Contractual Clauses (SCCs)** or equivalent mechanisms.

- For users in the European Union, JobRays complies with applicable obligations of the EU Digital Services Act (Regulation (EU) 2022/2065), including transparency in content moderation, reporting, and complaint mechanisms. Users may contact JobRays at legal@jobrays.io for notices relating to the DSA.
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9.3 Canada

(a) **PIPEDA.** Users have the right to access their personal information, request correction, and withdraw consent.

(b) **Provincial Privacy Laws.** In Quebec, Alberta, and British Columbia, equivalent provincial laws may apply.

(c) **Cross-Border Data.** JobRays may transfer data outside Canada with appropriate safeguards.

9.4 India

(a) **Digital Personal Data Protection Act 2023.** Users have rights to:

- Consent-based processing;
- Data access and correction;
- Grievance redressal.

(b) **IT Act 2000.** JobRays complies with reasonable security practices as mandated under Indian law.

(c) **Cross-Border Data.** Permitted unless restricted by Indian government notifications.

- For users in India, JobRays complies with the Consumer Protection (E-Commerce) Rules, 2020, including obligations relating to clear disclosures, grievance redressal, and user rights under Indian consumer law.

JobRays has appointed a Grievance Officer for Indian users as required under the Consumer Protection (E-Commerce) Rules, 2020 and the Digital Personal Data Protection Act, 2023. Complaints will be acknowledged within 48 hours and resolved within 30 days. Contact details of the Grievance Officer are available at jobrays.io/legal.

9.5 Singapore

(a) **PDPA 2012.** Users have rights to:

- Access and correction of personal data;
- Withdraw consent at any time;
- Complain to the Personal Data Protection Commission (PDPC).

(b) **Data Retention.** Data is retained only as long as necessary for lawful purposes.

9.6 United Arab Emirates (UAE / Dubai)

(a) **Federal Decree-Law No. 45 of 2021.** Users may exercise rights of access, rectification, erasure, and restriction of processing.

(b) **Data Localization.** Government and financial-sector data may be subject to local hosting requirements.

(c) If services are provided to users or enterprises within the Dubai International Financial Centre, JobRays will comply with the DIFC Data Protection Law, 2020. Where required under DIFC Data Protection Law, JobRays will appoint a Data Protection Officer and comply with obligations relating to sensitive personal data processing.

9.7 Japan

- (a) **APPI.** Users have rights to disclosure, correction, suspension of use, and deletion of personal data.
- (b) **Cross-Border Transfers.** Require user consent unless the recipient country provides equivalent protection.
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9.8 South Korea

- (a) **PIPA.** Users may request access, correction, suspension, or deletion of data.
- (b) Sensitive data requires express consent, and certain processing activities must be reported to the Personal Information Protection Commission.
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9.9 Bangladesh

- (a) **ICT Act & Digital Security Act.** JobRays ensures reasonable security of user data as mandated.
- (b) Data may be processed outside Bangladesh subject to appropriate protections.
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9.10 Other Jurisdictions

Users outside the above-listed jurisdictions may still have rights under their local data protection laws. JobRays will comply with mandatory local laws to the extent applicable.

10. Security & Data Storage

10.1 Security Practices.

(a) JobRays implements industry-standard administrative, technical, and physical safeguards to protect data, including:

- TLS/SSL encryption for data in transit;
 - AES-256 encryption for data at rest;
 - Role-based access controls;
 - Regular vulnerability testing and monitoring.
- (b) Access to user data is restricted to authorized personnel only, on a need-to-know basis.

10.2 Data Storage Providers.

- (a) User data may be stored and processed using **Firestore, Supabase, and other secure cloud providers.**
- (b) Data may be hosted in multiple regions, including the United States, European Union, India, and Singapore, subject to compliance with cross-border transfer requirements.

10.3 Cross-Border Transfers.

- (a) By using the Services, you consent to your data being transferred and processed outside your country of residence.
- (b) Where required (e.g., EU/UK), such transfers rely on **SCCs**, adequacy decisions, or equivalent safeguards.

10.4 No Guarantee.

- (a) While JobRays takes reasonable steps to secure user data, no online system is immune from breaches.
- (b) You acknowledge the inherent risks of transmitting information via the Internet.

10.5 Incident Response.

- (a) JobRays maintains a formal incident response plan.
- (b) In the event of a confirmed breach, we will notify affected users and regulatory authorities as required by law.
- (c) Notifications will include the nature of the breach, the categories of data affected, and measures taken to mitigate harm.

10.6 User Responsibilities.

- (a) You are responsible for maintaining the confidentiality of your login credentials.
- (b) You agree to immediately notify JobRays of any suspected unauthorized access or breach involving your Account.

11. Third-Party Services & Integrations

11.1 General Use of Third-Party Services.

The Services may integrate or interoperate with software, APIs, or platforms not owned or controlled by JobRays (“Third-Party Services”). These include but are not limited to:

- **Authorized payment processors and acquiring banks** (payment processing)
- **Cloud hosting, storage, and authentication providers**
- **AI/ML providers** (for AI-powered content generation)
- **External course providers, learning platforms, and content partners**

11.2 No Endorsement.

The inclusion of Third-Party Services does not constitute JobRays’ endorsement or responsibility for their performance, security, or legality.

11.3 Separate Terms.

Your use of Third-Party Services may be subject to the third party’s own terms, privacy policies, and practices. By using the Services, you agree to also comply with such terms.

11.4 No Liability.

- (a) JobRays is not liable for any unavailability, malfunction, security incident, or error arising from Third-Party Services.
- (b) Any dispute concerning Third-Party Services is solely between you and the third party.

11.5 Data Sharing with Third-Party Services.

(a) Certain personal data may be shared with Third-Party Services as necessary to operate the Services (**e.g., payment details with authorized payment processors; model inputs with approved AI providers**).

(b) Such data sharing will always comply with Applicable Law and our Privacy Policy.

11.6 Change or Removal.

JobRays may add, replace, or remove Third-Party Services at any time, without liability.

12. Service Availability & Downtime

12.1 Availability.

(a) JobRays endeavors to maintain **99.9% uptime**, but uninterrupted availability is not guaranteed.

(b) Services may be subject to limitations, delays, or interruptions caused by factors beyond JobRays' reasonable control, including internet disruptions, hosting failures, cyberattacks, or third-party outages.

12.2 Maintenance.

(a) Scheduled maintenance may result in temporary downtime. Where practicable, JobRays will provide advance notice via email or platform notifications.

(b) Emergency maintenance may occur without prior notice.

12.3 Downtime Disclaimer.

(a) JobRays is not liable for any loss, damage, or inconvenience caused by service downtime, suspension, or delays.

(b) No refunds, credits, or compensation will be provided for downtime, except as expressly required by Applicable Law or under a separate Enterprise SLA.

12.4 Beta Features & Trials.

(a) Access to beta or experimental features may be interrupted or discontinued at any time.

(b) Beta features are provided "as-is" with no guarantees of availability, performance, or continuity.

12.5 Force Majeure Events.

Service availability may be impacted by events outside JobRays' control, including natural disasters, regulatory changes, strikes, embargoes, or governmental actions (see Section 20: Force Majeure).

12.6 User Responsibility During Downtime.

(a) You are responsible for maintaining backup copies of important information you submit to JobRays.

(b) You acknowledge that reliance solely on JobRays for critical data storage is at your own risk.

13. Export Control & Sanctions Compliance

13.1 Global Compliance.

You agree to comply with all applicable export control, sanctions, and trade compliance laws, including but not limited to:

- **United States:** Export Administration Regulations (EAR) and regulations of the Office of Foreign Assets Control (OFAC).
- **European Union & United Kingdom:** EU Dual-Use Regulation and UK Sanctions and Anti-Money Laundering Act.
- **United Nations:** UN Security Council sanctions regimes.
- **Singapore:** Strategic Goods (Control) Act.
- **Other Jurisdictions:** Any similar laws in your country of residence.

13.2 Restricted Jurisdictions.

You may not access or use the Services if you are located in, ordinarily resident in, or accessing from any jurisdiction subject to comprehensive trade sanctions, including but not limited to: **Cuba, Iran, North Korea, Syria, Crimea, Donetsk, and Luhansk regions of Ukraine**, or any other region designated by the UN, US, EU, or UK.

13.3 Restricted Persons.

You represent and warrant that you are not:

- (a) designated on any restricted party list, including OFAC's Specially Designated Nationals (SDN) List, the US Department of Commerce Denied Persons List, or EU/UK equivalent lists;
- (b) acting on behalf of, or for the benefit of, such persons.

13.4 Prohibited Uses.

You may not use the Services for:

- (a) design, development, or production of weapons, including nuclear, chemical, or biological;
- (b) military or defense purposes in violation of Applicable Law;
- (c) financial transactions that evade or circumvent sanctions regimes.

13.5 Right to Restrict Access.

JobRays may suspend or terminate your Account immediately if we reasonably believe you are using the Services in violation of export control or sanctions laws.

13.6 User Responsibility.

You are solely responsible for ensuring compliance with local export control laws applicable to your use of the Services.

14. Beta Features & Trials

14.1 Beta Features.

From time to time, JobRays may provide access to pre-release, beta, or experimental features ("Beta Features"). These are provided for testing and feedback purposes only.

14.2 Nature of Beta Features.

- (a) Beta Features may be incomplete, unstable, or contain errors.
- (b) They may be offered for a limited time, with limited functionality, or to a limited group of users.
- (c) JobRays may modify, suspend, or discontinue Beta Features at any time without notice.

14.3 User Feedback.

- (a) If you participate in a Beta Feature, you agree to provide reasonable feedback upon request.
- (b) You grant JobRays a worldwide, royalty-free, perpetual license to use such feedback to improve our Services.

14.4 No Warranty.

- (a) Beta Features are provided “**as-is**” without warranties of any kind, express or implied.
- (b) JobRays disclaims liability for any damages, losses, or disruptions arising from your use of Beta Features.

14.5 Trial Plans.

- (a) JobRays may offer limited-time trial subscriptions (e.g., Trial Plan at \$1.99 / ₹99).
- (b) Trials may have restricted access to features, queries, or duration.
- (c) Trials automatically convert to paid subscriptions if not cancelled prior to expiry, unless stated otherwise.

14.6 Termination of Beta or Trials.

JobRays reserves the right to terminate any Beta Feature or Trial Plan without liability, compensation, or continuation obligations.

15. Indemnification

15.1 User's Obligation.

You agree to defend, indemnify, and hold harmless **JobRays, its affiliates, officers, directors, employees, contractors, licensors, agents, and successors** from and against any and all claims, demands, actions, proceedings, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees and court costs) arising from or relating to:

- (a) Your use or misuse of the Services;
- (b) Your breach of these Terms or violation of Applicable Law;
- (c) Your infringement of intellectual property, privacy, or other rights of any third party;
- (d) User Content you upload, transmit, or share through the Services;
- (e) Disputes between you and a third party (including employers, recruiters, or other service providers) arising out of or in connection with your use of the Services.

15.2 Procedure.

- (a) JobRays will provide you with prompt written notice of any claim subject to indemnification.
- (b) You agree to assume full control of the defense and settlement of such claims, provided that:

- JobRays may participate with its own counsel at its own expense;

- You may not settle any claim in a manner that imposes obligations on JobRays without our prior written consent.

15.3 Continuing Obligation.

Your indemnification obligations shall survive termination or expiration of these Terms.

16. Limitation of Liability

16.1 General Limitation.

To the fullest extent permitted by Applicable Law, JobRays and its affiliates shall not be liable for:

- (a) Any indirect, incidental, consequential, punitive, or special damages (including loss of profits, data, business opportunities, goodwill, or career prospects), even if advised of the possibility of such damages;
- (b) Any reliance placed on AI Outputs, recommendations, or other content generated by the Services;
- (c) Any interruption, suspension, or termination of Services, including downtime or loss of access;
- (d) Any acts or omissions of Third-Party Services **(including payment processors, hosting providers, AI providers, and course platforms)**;
- (e) Any loss resulting from unauthorized access to your Account due to your failure to maintain security of credentials.

16.2 Liability Cap.

Notwithstanding anything to the contrary, JobRays' total aggregate liability to you for all claims arising from or relating to the Services in any 12-month period shall not exceed the greater of:

- (a) The total fees you paid to JobRays in such 12-month period; or
- (b) **USD \$100** (or equivalent in local currency).

16.3 Carve-Outs.

Nothing in these Terms excludes or limits liability for:

- (a) Death or personal injury caused by gross negligence or willful misconduct;
- (b) Fraud or fraudulent misrepresentation;
- (c) Any liability that cannot be excluded under Applicable Law (e.g., statutory consumer rights in the EU/UK).

16.4 Allocation of Risk.

You acknowledge that the fees charged by JobRays reflect the allocation of risk under these Terms, and that without these limitations, the Services could not be provided on a commercially reasonable basis.

16.5 Jurisdiction-Specific Limits.

- (a) In jurisdictions where the exclusion of certain damages is not permitted (e.g., Quebec, Germany), JobRays' liability shall be limited to the maximum extent permitted by law.

(b) Consumers in the EU/UK retain their mandatory legal rights under applicable consumer law.

17. Termination & Suspension

17.1 User Termination.

- (a) You may cancel your subscription at any time through your Account settings.
- (b) Cancellation will take effect at the end of the current billing cycle.
- (c) No refunds will be issued for amounts already paid (see Section 4: No Refund Policy).

17.2 Termination by JobRays.

JobRays may suspend or terminate your Account, with or without notice, if:

- (a) you breach these Terms or Applicable Law;
- (b) your subscription fees are unpaid or your payment method fails;
- (c) you engage in fraud, abuse, or misuse of the Services;
- (d) you cause legal, regulatory, or reputational risk to JobRays;
- (e) you are found to be a restricted person under export/sanctions laws.

17.3 Suspension.

- (a) JobRays may suspend your Account temporarily if suspicious activity is detected.
- (b) Suspension does not relieve you of payment obligations.

17.4 Effect of Termination.

- (a) Upon termination, your right to access the Services immediately ceases.
- (b) Certain obligations, including payment obligations, indemnification, and limitations of liability, shall survive termination.
- (c) JobRays may retain certain data as required by law, for dispute resolution, or for enforcing these Terms.

17.5 Enterprise Accounts.

If an enterprise agreement is terminated, all user accounts under that enterprise may be suspended or terminated.

17.6 Right to Refuse Service.

Subject to Applicable Law, JobRays reserves the right to refuse service to any person or entity at its discretion, particularly where providing services would violate sanctions or compliance obligations.

18. Governing Law & Dispute Resolution

18.1 Primary Governing Law.

Unless otherwise required by local consumer protection laws, these Terms shall be governed by and construed in accordance with the laws of **Singapore**, without regard to conflict of law principles.

18.2 Dispute Resolution – Global Default.

- (a) Any dispute, controversy, or claim arising out of or relating to these Terms shall be

resolved by final and binding arbitration under the **Singapore International Arbitration Centre (SIAC) Rules**, which are deemed incorporated by reference into this clause.

(b) The seat of arbitration shall be Singapore.

(c) The tribunal shall consist of a single arbitrator appointed by SIAC.

(d) The language of arbitration shall be English.

18.3 Dispute Resolution – United States Users.

(a) For users located in the United States, disputes shall be resolved by binding arbitration administered by **JAMS** in accordance with its Arbitration Rules.

(b) The arbitration shall take place in San Francisco, California, unless otherwise agreed.

(c) Each party shall bear its own legal fees, unless the arbitrator awards otherwise.

18.4 Local Consumer Rights.

Nothing in this Section affects your statutory right to bring claims in the courts of your country of residence if such rights cannot be lawfully waived (e.g., EU/UK consumers).

In certain jurisdictions such as Quebec (Canada) and Germany, arbitration and class action waivers may not be enforceable; in such cases, local mandatory consumer rights shall prevail.

18.5 Class Action Waiver.

To the extent permitted by law, all disputes must be brought in an individual capacity. You waive the right to participate in class actions, class arbitrations, or consolidated proceedings.

18.6 Interim Relief.

Nothing prevents JobRays from seeking injunctive or equitable relief in any competent court to protect its intellectual property, confidential information, or compliance obligations.

18.7 Time Limitation.

Any claim against JobRays must be filed within **one (1) year** of the event giving rise to the claim, unless a longer period is required by Applicable Law.

19. Class Action Waiver

19.1 Waiver of Collective Proceedings.

To the maximum extent permitted by Applicable Law, you and JobRays agree that all disputes, claims, or controversies between you and JobRays shall be resolved on an **individual basis only**, and not as a plaintiff or class member in any purported class, collective, consolidated, or representative action.

19.2 Arbitration or Court Proceedings.

Whether a dispute is resolved by arbitration or by a court of law (where arbitration is not enforceable), you agree that you may bring claims only in your individual capacity, and not in a representative capacity or on behalf of a class.

19.3 Non-Waivable Jurisdictions.

If Applicable Law in your jurisdiction does not permit class action waivers (e.g., certain EU member states, Quebec, parts of Australia), this Section shall not apply to the extent prohibited.

20. Force Majeure

20.1 Definition.

JobRays shall not be liable for any failure or delay in performance caused by events beyond its reasonable control (“Force Majeure Events”), including but not limited to:

- Natural disasters, acts of God, earthquakes, floods, fires, or storms;
- Pandemics, epidemics, or public health emergencies;
- Wars, riots, civil unrest, terrorism, or armed conflict;
- Strikes, labor disputes, or industrial actions;
- Power outages, internet or telecommunications failures;
- Cyberattacks, ransomware, or denial-of-service incidents;
- Changes in laws, sanctions, export controls, or regulatory restrictions.

20.2 Effect of Force Majeure.

(a) Performance obligations affected by a Force Majeure Event shall be suspended for the duration of the event.

(b) If such an event continues for more than **60 consecutive days**, either party may terminate the agreement by written notice without liability.

21. Miscellaneous

21.1 Entire Agreement.

These Terms, together with our Privacy Policy and any supplemental agreements (e.g., Enterprise contracts), constitute the entire agreement between you and JobRays.

21.2 Severability.

If any provision of these Terms is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

21.3 Assignment.

(a) You may not assign or transfer your rights or obligations under these Terms without JobRays’ prior written consent.

(b) JobRays may assign these Terms without restriction, including in connection with a merger, acquisition, or sale of assets.

21.4 No Waiver.

Failure to enforce any right or provision shall not constitute a waiver of that right or provision.

21.5 Survival.

Sections relating to intellectual property, payment obligations, indemnification, limitations of liability, dispute resolution, and other provisions intended to survive termination shall remain enforceable after termination.

21.6 Notices.

- (a) JobRays may provide notices via email, in-app notifications, or postings on the website.
 - (b) Notices to JobRays must be sent in writing to **legal@jobrays.io** or our registered address as specified on [jobrays.io/legal].
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22. Changes to Terms

22.1 Right to Modify.

JobRays may update or revise these Terms from time to time to reflect changes in our business, legal, or regulatory environment.

22.2 Notice of Changes.

- (a) Material changes will be notified by email or prominent notice on the Services at least **30 days prior** to becoming effective.
- (b) Minor or administrative updates may take effect immediately upon posting.

22.3 Acceptance of Changes.


Continued use of the Services after the effective date of revised Terms constitutes your acceptance of the changes. If you do not agree, you must stop using the Services and cancel your subscription.


23. Contact Information

For questions, concerns, or legal notices regarding these Terms, please contact:

JobRays Legal Team

 Email: **legal@jobrays.io**

 Website: **jobrays.io/legal**

 Registered Address: JobRays (Sole Proprietorship – Raghav Deora), Prayagraj, Uttar Pradesh, India – 211001