**TERMS OF USE**

**AGREEMENT BETWEEN USER AND P3**

The P3 Web Site is comprised of various Web pages operated by P3.

The P3 Web Site is offered to you on your unconditional acceptance of the same without modification of any of the terms, conditions, and notices contained herein. Your use of the P3 Web Site constitutes your unconditional and irrevocable agreement and acceptance to all such terms, conditions, and notices.

**MODIFICATION OF THESE TERMS OF USE**

P3 reserves the right to change the terms, conditions, and notices under which the P3 Web Site is offered, including but not limited to the charges associated with the use of the P3 Web Site. P3 may at its discretion (without in any manner being answerable and/or called upon to justify) amend these Terms of Use at any time by updating this page. Any changes to these Terms of Use shall also be binding on you. You agree that your continued use of the P3 Web Sites or P3’ services shall constitute your agreement to such amendments to these Terms of Use.

**LINKS TO THIRD PARTY SITES**

The P3 Web Site may contain links to other Web Sites including but not limited to links to third-party web sites ("Linked Sites"). The Linked Sites are not under the control or operation of P3 and P3 is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. P3 is not responsible for webcasting or any other form of transmission received from any Linked Site. P3 is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by P3 of the site or any association with its operators and is further not responsible for the content or privacy policy or practices of any linked site you may choose or visit. If you decide to access a linked third-party web site, you do so at your own risk.

**NO UNLAWFUL OR PROHIBITED USE**

As a condition of your use of the P3 Web Site, you covenant, undertake and warrant to P3 that you will not use the P3 Web Site for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the P3 Web Site in any manner which could damage, disable, overburden, or impair the P3 Web Site or interfere with any other party's use and enjoyment of the P3 Web Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the P3 Web Sites.

You agree that you shall NOT do any of the following, nor use the P3 Web Sites to do any of the following:

* upload, post, email, transmit or otherwise make available any information, material or other content (collectively "Content") that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, indecent, pornographic, libellous, invasive of another’s privacy, false, inaccurate, misleading, incomplete, stale, hateful, or racially, ethnically or otherwise objectionable, offensive or inappropriate;
* harm minors in any way;
* impersonate any person or entity, including but not limited to a P3 employee, or falsely state or otherwise misrepresent your affiliation with a person or entity;
* forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the P3 Web Sites;
* upload, post, email, transmit or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under non disclosure agreements);
* upload, post, email, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright, or other proprietary rights, publicity rights, privacy rights or other rights of P3, or any third party;
* upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising;
* upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
* interfere with or disrupt the P3 Web Sites or servers or networks connected to the P3 Web Sites, or disobey any requirements, procedures, policies or regulations of networks connected to the P3 Web Sites;
* provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the Indian Government as a foreign terrorist organization;
* "stalk" or otherwise harass another user or third-party;
* collect or store personal data about other users or third party;
* send email in violation of any Indian Enactment or Statute for the time being in force or any other applicable anti-"spam" law to P3, or any third party;
* use any device, software or routine, including but not limited to any viruses, spyware, malware, trojan horses, worms, time bombs, cancel bots or denial-of-service attacks, intended to damage or interfere with the proper working of the P3 Web Sites or any transaction being conducted on our site, or to surreptitiously intercept or expropriate any system, data or personal information from the P3 Web Sites;
* "frame" or "mirror" the P3 Web Sites or any portion thereof;
* take any action that imposes an unreasonable or disproportionately large load on the P3 infrastructure, including but not limited to "spam" or other such unsolicited mass emailing techniques;
* use the P3 Web Sites in any manner if you are a competitor ofP3Services, including without limitation soliciting Professional / Candidates, or Employees of P3 for any purpose whatsoever;
* resell or make available to any non-user any of the P3’ services, the P3 Web Sites or any content on the P3 Web Sites, or use the P3 Web Sites for any unlawful, commercial, research or information gathering purposes; or
* delete or revise any material posted by another User on the P3 Web Sites, access data not intended for you on the P3 Web Sites, or log into an account which you are not authorized to access.

Please report any prohibited conduct by other Users to privacy@p3people.com.

P3 is under no obligation to monitor the conduct of Users on the P3 Web Sites or any materials posted thereon, but it may respond when violations are reported. You acknowledge and agree that Company has the right (but not the obligation) to monitor the P3 Web Sites including without limitation all postings by various Users. Without Prejudice to the P3’ other rights as set forth in these Terms of Use, P3 reserves its right, with or without notice to the applicable User, to remove content posted by a User on the P3 Web Sites, remove any User from the P3 Web Sites, and/or take any other technical or legal action P3 deems necessary in the event that P3 believes, in its sole discretion, that the User is creating problems, possible legal liabilities, violating these Terms of Use, or otherwise acting inconsistently with the letter or spirit of P3’ policies. P3 also reserves its right to report any wrongdoing of which P3 becomes aware to the applicable government or law enforcement agencies or otherwise.

**USE OF COMMUNICATION SERVICES**

The P3 Web Site may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "Communication Services"), you agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service. By way of example, and not as a limitation, you agree that when using a Communication Service, you will not:

* Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
* Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information.
* Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy of publicity) unless you own or control the rights there to or have received all necessary consents.
* Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer.
* Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages.
* Conduct or forward surveys, contests, pyramid schemes or chain letters.
* Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner.
* Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
* Restrict or inhibit any other user from using and enjoying the Communication Services.
* Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service.
* Harvest or otherwise collect information about others, including e-mail addresses, without their consent.
* Violate any applicable laws or regulations.
* P3 has no obligation to monitor the Communication Services. However, P3 reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. P3 reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.
* P3 reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in P3' sole discretion.
* Always use caution when giving out any personally identifying information about yourself or your children in any Communication Service. P3 does not control or endorse the content, messages or information found in any Communication Service and, therefore, P3 specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. Managers and hosts are not authorized P3 spokespersons, and their views do not necessarily reflect those of P3.
* Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you download the materials.

**MATERIALS PROVIDED TO P3 OR POSTED AT ANY P3 WEB SITE**

P3 does not claim ownership of the materials you provide to P3 (including feedback and suggestions) or post, upload, input or submit to any P3 Web Site or its associated services (collectively "Submissions"). However, by posting, uploading, inputting, providing or submitting your Submission you are granting P3, its affiliated companies and necessary sub-licensees permission to use your Submission in connection with the operation of their Internet businesses including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission; and to publish your name in connection with your Submission.

No compensation will be paid with respect to the use of your Submission, as provided herein. P3 is under no obligation to post or use any Submission you may provide and may remove any Submission at any time in P3' sole discretion.

However, you hereby grant a non-exclusive, worldwide, perpetual, royalty-free, irrevocable right and license to use, distribute, disclose, reproduce and display any information, materials or content you post on the P3 Web Sites or otherwise provide to P3, and to exercise all copyright and publicity rights with respect thereto, subject to the P3 Privacy Policy. Without limiting the generality of the foregoing, you authorize P3 to disclose your information to other Users as described in these Terms of Use and else whereon the P3 Web Sites, subject to the P3 Privacy Policy. In addition, you hereby grant P3 permission to display your logo, trademarks and company name on the P3 Web Sites and in press or other public releases or filings. By submitting any information, materials or content on the P3 Web Sites or otherwise to P3, you acknowledge, represent and warrant that you have all right and authority to grant such rights to P3.

By posting, uploading, inputting, providing or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

**LIABILITY DISCLAIMER**

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE P3 WEB SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS.CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. P3 AND/OR ITS AUTHORIZED SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE P3 WEB SITE AT ANY TIME. ADVICE RECEIVED VIA THE P3 WEB SITE SHOULD NOT BE RELIED UPON FOR PERSONAL, MEDICAL, LEGAL OR FINANCIAL DECISIONS AND YOU SHOULD CONSULT AN APPROPRIATE PROFESSIONAL FOR SPECIFIC ADVICE TAILORED TO YOUR SITUATION.

P3 AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE P3 WEBSITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "ASIS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. P3 AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL P3 AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE P3 WEB SITE, WITH THE DELAYOR INABILITY TO USE THE P3 WEB SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE P3 WEB SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE P3 WEB SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF P3 ORANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOMESTATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIALOR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE P3 WEB SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE P3 WEB SITE.

**SERVICE CONTACT:** privacy@p3people.com

**OWNERSHIP**

The P3’ Services, P3 Web Sites (including all content thereon) and all intellectual property rights in or related to the P3 Web Sites, including but not limited to copyrights, patents, trademarks, service marks and any feedback left by Users on the P3 Web Sites, are owned and/or licensed by P3, and all right, title and interest in the P3 Web Sites, the P3’ related services and the related intellectual property rights, are and shall remain P3’sole property. This includes, without limitation, the "wnsgs.com" and "wns.com" URL, wnsgs.com and wns.com design logo, and certain other names and logos used by P3, all of which are service marks or trademarks of P3. This also includes, without limitation, the "look and feel" of the P3 Web Sites (including design, layout, colour combinations, button shapes and other graphical elements), which is protected by P3’ service marks, trademarks and copyrights.

You may not reproduce, reverse engineer, decompile, disassemble, modify or create derivative works of or with respect to the P3 related services, P3 Web Sites or the related intellectual property, and these Terms of Use do not grant you permission to do so. You may not reproduce, modify, display, sell or distribute the content on the P3 Web Sites or use it in any other way for public or commercial purpose. P3 authorizes you to view and download a single copy of the content on the P3 Web Sites solely for your personal, non-commercial use. Certain content on the P3 Web Sites may be licensed from third parties. All such third-party content and all intellectual property rights related to that content belong to the respective third parties. You may not remove any copyright, trademark, or other intellectual property or proprietary notice or legend contained in the P3 Web Sites, including any P3 Web Sites content.

Without limiting any other rights or remedies P3 may have under these Terms of Use or otherwise, P3 may limit, suspend, or terminate the P3’ related services, limit or prohibit access to the P3 Web Sites, modify or remove content on the P3 Web Sites, including without limitation eliminating or discontinuing any content or feature thereon or thereof, or restrict the hours of availability of the P3 Web Sites.

**INDEMNIFICATION**

You agree to indemnify, defend, and hold harmless P3 and its affiliates, officers, directors, employees and agents from and against any and all claims, demands, actions, losses, costs, expenses (including without limitation reasonable attorneys’ and Professional / Candidates’ and consultants’ fees), damages or other liabilities, of any kind or nature, (collectively "Liabilities") which arise out of, result from, allege, or otherwise relate to:  
  
(i) your use of the P3 Web Sites or the P3’ related services  
(ii) any information, materials or content you post on the P3 Web Sites or otherwise provide to P3 or another User  
(iii) your breach of these Terms of Use  
(iv) any other act of commission and/or omission by you.

**TERMINATION/ACCESS RESTRICTION**

P3 reserves the right, in its sole discretion, to terminate your access to the P3 Web Site and the related services or any portion thereof at any time, without notice.

Use of the P3 Web Site is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph. You agree that no joint venture, partnership, employment, or agency relationship exists between you and P3 as a result of this agreement or use of the P3 Web Site. P3' performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of P3'right to comply with governmental, court and law enforcement requests or requirements relating to your use of the P3 Web Site or information provided to or gathered by P3 with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and P3 with respect to the P3 Web Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and P3 with respect to the P3 Web Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be drawn up in English.

**Dispute Resolution**  
You here to agree, that all disputes and differences arising between them in connection with regard to usage of this site, content and/or any matter relating thereto or arising there from or as to the interpretation thereof, shall be referred to the sole arbitration to be chosenby P3, whose decision shall be final and binding on You. You also agree that they You shall have no objection to P3 Service choosing the sole arbitrator. The provisions of the Arbitration and Conciliation Act, 1996, shall govern the Arbitration proceedings. The Arbitration proceedings shall be in English and shall be conducted at Cape Town. The place of arbitration will be Cape Town.

**COPYRIGHT AND TRADEMARK NOTICES:**

Content on the site is for personal use only and may be downloaded provided the material is kept intact and there is no violation of the copyrights, trademarks, and other proprietary rights. Any alteration of the material or use of the material contained in the site for any other purpose is a violation of the copyright of P3 and / or its affiliates or associates or of its third-party information providers. This material cannot be copied, reproduced, republished, uploaded, posted, transmitted or distributed in any way for non-personal use without obtaining the prior written permission from P3. All rights not expressly granted herein are reserved. P3 may monitor access to the Site. P3 reserves the right to modify the terms of use of any service without any liability. P3 reserves the right to take all measures necessary to prevent access to any service or termination of service if the terms of use are not complied with or are contravened or there is any violation of copyright, trademark or other proprietary right.

**NOTICES AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT**

**Notices:** Any notice required or permitted to be given here under shall be in writing and sent by prepaid registered mail or by a courier service, in the manner as elected by the Party giving such notice to the designated address of the P3- kindly refer “Contact Us” link as available on the website.