These Terms and Conditions ("Agreement") govern the relationship between Freelance Recruiters ("Recruiter") and **Novark Services Private Limited** ("Company"), which operates the online job portal **Novark.in** ("Portal"). By registering or engaging with the Portal, the Recruiter acknowledges and agrees to abide by the terms outlined below.

1. Engagement and Scope of Services

1.1 The Recruiter agrees to provide recruitment services by sourcing, screening, and recommending candidates for job openings listed on Novark.in or others.
1.2 The Recruiter will adhere to job requirements and guidelines shared by the Company or its clients when sourcing candidates.
1.3 The Company reserves the right to accept or reject candidates proposed by the Recruiter at its sole discretion.

2. Eligibility Criteria

2.1 The Recruiter must be at least 18 years old and legally eligible to work in India.
2.2 The Recruiter must possess relevant experience, skills, or resources for sourcing suitable candidates.
2.3 The Recruiter must not have any history of fraudulent activities or prior termination by the Company or similar entities.

3. Registration and Account Management

3.1 The Recruiter must register on the Portal by providing accurate and complete information.
3.2 The Recruiter is responsible for maintaining the confidentiality of login credentials and any activities conducted through their account.
3.3 The Company reserves the right to verify the Recruiter's details and to suspend or terminate accounts in case of non-compliance or fraudulent behavior.

4. Compensation and Payment Terms

4.1 The Recruiter will earn a placement fee for each successful candidate placed through their efforts. The placement fee will be specified in advance for each role or as agreed upon by the Recruiter and the Company.
4.2 A "successful placement" is defined as:

- The candidate accepting the job offer and joining the employer.
- The candidate completing the specified probation period (e.g., 30/60/90 days as per the employer's requirements).

4.3 **Payment Timelines:**

- The placement fee will be paid to the Recruiter within **15 business days** after the candidate successfully completes the probation period.
- Payments will be processed through bank transfers or other approved payment methods.

4.4 **Conditions for Payment:**

- Payments are contingent upon the Company receiving the corresponding placement fee from the client.
- The Recruiter must submit an invoice to the Company with necessary details (e.g., candidate name, job role, joining date, etc.).
  4.5 All applicable taxes, including GST or TDS deductions, will be applied as per Indian laws.

5. Compliance and Confidentiality

5.1 The Recruiter must adhere to all applicable laws, including labour, anti-discrimination, and data protection laws while sourcing candidates.
5.2 The Recruiter agrees to maintain strict confidentiality regarding:

- Candidate information.
- Client details and job requirements.
- Any proprietary information related to the Company or its operations.
- The Recruiter must not disclose or use any information obtained during the engagement for unauthorized purposes.

6. Intellectual Property

6.1 All tools, materials, and data provided by the Company are the exclusive property of Novark Services Private Limited.
6.2 The Recruiter must not replicate, modify, or redistribute any proprietary content without written consent from the Company.

7. Prohibited Activities

The Recruiter must not:

- Provide inaccurate or fraudulent information about candidates.
- Engage in discriminatory recruitment practices.

- Solicit clients or use the Portal for personal gains beyond agreed-upon recruitment services.
- Disrupt the operation of the Portal or misuse its features.

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8. Termination of Agreement

8.1 Either party may terminate this Agreement with a **15-day prior written notice**.
8.2 The Company may terminate the Recruiter's account immediately in cases of:

- Breach of confidentiality.
- Non-compliance with applicable laws or these terms.
- Fraudulent or unethical behavior.
- Upon termination, the Recruiter shall cease using the Portal and return any materials provided by the Company.

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9. Limitation of Liability

9.1 The Company is not liable for any indirect, incidental, or consequential damages arising from the Recruiter's engagement.
9.2 The Company does not guarantee the success of placements or earnings for the Recruiter.

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10. Dispute Resolution

10.1 Any disputes arising out of this Agreement shall first be resolved amicably through mutual discussions.
10.2 If unresolved, the dispute will be referred to arbitration under the **Indian Arbitration and Conciliation Act, 1996**.
10.3 The arbitration proceedings will be held in **Guwahati, Assam** only.

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11. Governing Law and Jurisdiction

This Agreement is governed by the laws of India.
All disputes, legal actions, or proceedings arising from this Agreement shall be subject to the exclusive jurisdiction located in **Guwahati, Assam**.

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12. Amendments and Modifications

The Company reserves the right to amend these terms at any time. Updates will be communicated via the Portal, and continued use of the Portal by the Recruiter constitutes acceptance of the revised terms.

13. Miscellaneous

13.1 This Agreement constitutes the entire understanding between the Recruiter and the Company.
13.2 If any provision of this Agreement is deemed invalid or unenforceable, the remaining provisions shall remain in full force and effect.
13.3 The Recruiter cannot assign or transfer their rights or obligations under this Agreement without prior written consent from the Company.

Acknowledgment

By registering as a Freelance Recruiter on Novark.in, you acknowledge that you have read, understood, and agree to be bound by these terms and conditions.

For any queries or support, contact us page on the portal.

This summary provides a complete outline of the policy, covering each area relevant to the Freelance Recruitment Process. Let me know if there's anything specific you'd like to elaborate on.