

TERMS AND CONDITIONS

CareerBay (a product of MM Enterprises) | www.careerbay.in

Effective Date: July 15, 2026 | Last Updated: July 15, 2026

1. ACCEPTANCE OF TERMS

These Terms and Conditions ("Terms") constitute a legally binding agreement between you ("User," "you," or "your") and CareerBay, a product of MM Enterprises (Sole Proprietorship), registered in India, operating the website www.careerbay.in ("Platform"). By accessing, browsing, or using the Platform or any of its services, you agree to be bound by these Terms, our Privacy Policy, and any additional terms referenced herein.

If you do not agree to these Terms, you must immediately discontinue use of the Platform. We reserve the right to modify these Terms at any time, and your continued use after any such modification constitutes acceptance of the revised Terms.

2. ELIGIBILITY

- You must be at least 13 years of age to use the Platform.
- If you are between 13 and 17 years of age, you may use the Platform only with the verified consent of a parent or legal guardian. Your parent or guardian agrees to be bound by these Terms on your behalf and assumes responsibility for your use of the Platform.
- If you are under 18, we may restrict access to certain features, including AI-powered profiling and targeted content, in compliance with the Digital Personal Data Protection Act, 2023 (India) and COPPA.
- By using the Platform, you represent and warrant that you meet the eligibility requirements stated above and that you have the legal capacity to enter into a binding agreement (or that your parent or guardian has consented on your behalf).

3. DESCRIPTION OF SERVICES

CareerBay is a comprehensive career advancement platform. Our Services are organized into subscription-based products and pay-per-use expert services, as described below:

3.1 Subscription-Based Products

The following products are available under paid subscription tiers:

- **LinkedIn Reviewer:** Reviews your LinkedIn profile, generates a profile score, and provides specific, actionable feedback on what to change and improve.
- **LinkedIn Builder:** Helps you build your LinkedIn profile from scratch or improve an existing one with AI assistance. Our AI is trained and vetted by the CareerBay team to provide recruiter-grade suggestions.
- **Resume Reviewer:** Analyzes your resume, generates a score, and highlights areas for improvement with detailed recommendations.
- **Resume Builder:** Helps you create a professional resume from scratch or enhance an existing one with AI-powered assistance, trained and vetted by our team.
- **Remote Jobs:** Curated listings of remote job opportunities from verified employers and platforms.

3.2 Pay-Per-Use Expert Services

The following premium services are available on a pay-per-use basis:

- **Expert Resume Writing Service:** An in-house career expert manually writes your resume from scratch or rewrites your existing resume based on your professional background and goals.
- **Expert LinkedIn Writing Service:** An in-house expert manually crafts or rewrites your LinkedIn profile to maximize professional visibility and recruiter attention.
- **Expert Career Consultation:** A one-on-one consultation session with a career expert who provides personalized career guidance, job search strategy, and professional development advice.

3.3 Additional Products

CareerBay may introduce additional products, tools, and services from time to time. Any new products will be subject to these Terms and will be announced on the Platform. Pricing and availability for new products will be communicated at the time of launch.

4. ACCOUNT REGISTRATION AND SECURITY

- To access certain features, you must create an account by providing accurate, current, and complete information.
- You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account.
- You must notify us immediately of any unauthorized access to or use of your account at hellocareerbay@gmail.com.
- We reserve the right to suspend or terminate accounts that contain inaccurate information, violate these Terms, or are used for fraudulent purposes.
- You may not create multiple accounts, impersonate another person, or use another person's account without authorization.

5. SUBSCRIPTION, PAYMENT, AND PRICING

5.1 Subscription Plans

Subscription-based products (LinkedIn Reviewer, LinkedIn Builder, Resume Reviewer, Resume Builder, and Remote Jobs) are available under paid subscription tiers. Subscription plans, pricing, and included features are detailed on the Platform and may vary by tier.

5.2 Pay-Per-Use Services

Expert services (Expert Resume Writing, Expert LinkedIn Writing, and Expert Career Consultation) are priced on a per-use basis. Pricing is displayed on the Platform at the time of purchase.

5.3 Payment Processing

All payments are processed through third-party payment processors (Razorpay and/or Stripe). By making a payment, you agree to the payment processor's terms of service. CareerBay does not store your credit card, debit card, or net banking credentials.

5.4 Pricing Changes

We reserve the right to modify pricing at any time. Price changes for existing subscriptions will take effect at the start of the next billing cycle. We will provide reasonable prior notice of any price increase.

5.5 Taxes

All prices are exclusive of applicable taxes (including GST for Indian users) unless stated otherwise. You are responsible for any applicable taxes in your jurisdiction.

6. CANCELLATION AND REFUND POLICY

6.1 Subscription Cancellation

You may cancel your subscription at any time through your account settings or by contacting hellocareerbay@gmail.com. Upon cancellation, your subscription will remain active until the end of the current billing period. No pro-rata refunds will be issued for the remaining portion of the billing period.

6.2 No Refunds Policy

All payments, whether for subscriptions or pay-per-use expert services, are non-refundable. By making a payment, you acknowledge and agree that you will not be entitled to a refund for any reason, including but not limited to dissatisfaction with the Services, failure to use the Services during the subscription period, or termination of your account.

6.3 Discretionary Credits

In exceptional circumstances, and entirely at our sole discretion, we may issue service credits (not monetary refunds) to users who have experienced documented technical issues or service failures. Such credits do not constitute a right or entitlement and are evaluated on a case-by-case basis.

7. REFERRAL REWARD PROGRAM

- Eligible users may earn referral rewards by referring new users to the Platform in accordance with the referral program terms displayed on the Platform.
- Referral rewards are payable to your registered UPI ID or bank account, as provided by you.
- We reserve the right to modify, suspend, or terminate the referral program at any time without prior notice.
- Fraudulent referrals, self-referrals, or manipulation of the referral program will result in forfeiture of rewards and may lead to account termination.
- Tax obligations on referral rewards, if any, are the sole responsibility of the user.
- Minimum withdrawal thresholds and processing timelines may apply.

8. AI-POWERED SERVICES

Our team has worked hard to build and continuously improve CareerBay's AI tools. We train our AI to think like experienced recruiters and career consultants, and we regularly vet and refine it to deliver the best possible results. Here is what you should know when using our AI-powered features:

- **Quality You Can Trust:** Our AI has been carefully developed, trained, and tested by the CareerBay team to provide practical, recruiter-grade feedback and content. We stand behind the quality of our tools and are always working to make them better.
- **Room for Imperfection:** Like any AI system, our tools may occasionally produce results that are not perfect or fully aligned with your specific situation. We encourage you to review all AI-generated content

and make any adjustments before using it. The final responsibility for how you use the output rests with you.

- **Not a Substitute for Professional Advice:** While our AI provides valuable career insights and content, it is not a replacement for professional legal, financial, or employment advice. For specialized needs, we recommend consulting a qualified professional.
- **No Guaranteed Outcomes:** While we believe our tools give you a meaningful advantage, CareerBay cannot guarantee that using our AI or expert services will result in specific employment outcomes such as interviews or job offers, as hiring decisions depend on many factors beyond our control.
- **Expert Alternative Always Available:** If you prefer human expertise, our Expert Resume Writing, Expert LinkedIn Writing, and Expert Career Consultation services are handled by in-house professionals. You can use AI, expert services, or a combination of both.

9. INTELLECTUAL PROPERTY RIGHTS

9.1 CareerBay's Intellectual Property

The Platform, including its design, layout, text, graphics, logos, icons, software, AI models, algorithms, and all other content and technology (excluding User Content), is the exclusive property of CareerBay (MM Enterprises) or its licensors and is protected by applicable intellectual property laws. You may not copy, reproduce, distribute, modify, create derivative works from, reverse engineer, or exploit any part of the Platform without our prior written consent.

9.2 Your Content

You retain ownership of the content you submit to the Platform ("User Content"), including resumes, profile information, and other materials. By submitting User Content, you grant CareerBay a non-exclusive, worldwide, royalty-free, sublicensable license to use, reproduce, modify, process, and display your User Content solely for the purposes of providing and improving the Services. This license terminates when you delete your User Content or your account, except where your content has been shared with third parties (e.g., recruiters, with your consent) or where retention is required by law.

9.3 AI-Generated Content

Content generated by our AI tools based on your inputs (e.g., rewritten resumes, LinkedIn summaries) is owned by you. However, CareerBay retains the right to use anonymized and aggregated data derived from AI interactions to improve its AI models, algorithms, and Services, provided such data cannot be used to identify you.

10. ACCEPTABLE USE POLICY

You agree not to use the Platform to:

- Upload, transmit, or distribute any content that is unlawful, defamatory, obscene, harassing, threatening, or otherwise objectionable.
- Impersonate any person or entity, or falsely represent your affiliation with any person or entity.
- Submit false, misleading, or fraudulent information, including fabricated resumes or professional credentials.
- Attempt to gain unauthorized access to other users' accounts, the Platform's systems, or any connected networks.

- Use automated tools (bots, scrapers, crawlers) to access, collect, or interact with the Platform without our prior written consent.
- Interfere with or disrupt the Platform's infrastructure, security, or performance.
- Use the Platform to distribute spam, malware, or any form of unsolicited commercial communication.
- Violate any applicable local, state, national, or international law or regulation.
- Resell, redistribute, or commercially exploit the Services or any AI-generated content for the purpose of operating a competing service.
- Circumvent, disable, or otherwise interfere with any security-related features of the Platform.

Violation of this Acceptable Use Policy may result in immediate suspension or termination of your account without notice or refund.

11. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:

- The Platform and Services are provided on an "AS IS" and "AS AVAILABLE" basis, without warranties of any kind, whether express, implied, or statutory, including but not limited to warranties of merchantability, fitness for a particular purpose, and non-infringement.
- CareerBay does not warrant that the Platform will be uninterrupted, error-free, secure, or free of viruses or other harmful components.
- CareerBay does not guarantee the accuracy, completeness, or reliability of any content, including AI-generated outputs, job listings, or career advice.
- In no event shall CareerBay, MM Enterprises, its proprietor, employees, agents, or service providers be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, data, business opportunities, or goodwill, arising out of or in connection with your use of the Platform.
- **CareerBay's total aggregate liability for all claims arising out of or related to these Terms or the Services shall not exceed the total amount paid by you to CareerBay in the twelve (12) months immediately preceding the event giving rise to the claim, or INR 5,000 (Indian Rupees Five Thousand), whichever is greater.**
- Nothing in these Terms excludes or limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any liability that cannot be excluded or limited under applicable law.

12. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless CareerBay, MM Enterprises, its proprietor, employees, agents, and service providers from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable legal fees) arising out of or related to: (a) your use of the Platform or Services; (b) your violation of these Terms; (c) your violation of any third-party right, including any intellectual property, privacy, or proprietary right; (d) any content you submit to the Platform; or (e) your fraudulent or illegal conduct.

13. TERMINATION

- **By You:** You may terminate your account at any time by contacting hellocareerbay@gmail.com or through your account settings. Termination does not entitle you to a refund of any fees paid.
- **By CareerBay:** We may suspend or terminate your account at any time, with or without cause, and with or without notice, if we reasonably believe you have violated these Terms, engaged in fraudulent activity,

or if required by law. We may also terminate or modify the Services at any time.

- **Effect of Termination:** Upon termination, your right to access the Platform and Services ceases immediately. Provisions of these Terms that by their nature should survive termination (including Sections 6, 8, 9, 11, 12, 14, and 15) shall survive.
- **Data Deletion:** Upon account termination, your personal data will be handled in accordance with our Privacy Policy (Section 8 on Data Retention).

14. DISPUTE RESOLUTION AND GOVERNING LAW

14.1 Governing Law

These Terms shall be governed by and construed in accordance with the laws of India, without regard to its conflict of law provisions. This applies to all users regardless of their country of residence.

14.2 Arbitration

Any dispute, controversy, or claim arising out of or relating to these Terms, or the breach, termination, or validity thereof, shall first be attempted to be resolved through good-faith negotiation between the parties for a period of thirty (30) days. If the dispute is not resolved through negotiation, it shall be referred to and finally resolved by binding arbitration in accordance with the Arbitration and Conciliation Act, 1996 (India), as amended.

- The seat and venue of arbitration shall be **Hyderabad, Telangana, India**.
- The arbitration shall be conducted by a sole arbitrator mutually appointed by the parties. If the parties cannot agree on an arbitrator within 15 days, the appointment shall be made in accordance with the Arbitration and Conciliation Act.
- The language of arbitration shall be English.
- The arbitral award shall be final and binding on both parties and enforceable in any court of competent jurisdiction.
- Each party shall bear its own costs of arbitration unless the arbitrator orders otherwise.

14.3 Exclusive Jurisdiction

Subject to the arbitration clause above, any legal proceedings arising out of or related to these Terms shall be subject to the **exclusive jurisdiction of the courts of Hyderabad, Telangana, India**. This applies to all users worldwide, regardless of their country of residence. By using the Platform, you irrevocably submit to the exclusive jurisdiction of the courts of Hyderabad for all disputes, and you waive any objections to this jurisdiction or venue, including objections based on inconvenient forum.

15. GENERAL PROVISIONS

- **Entire Agreement:** These Terms, together with the Privacy Policy and any other policies referenced herein, constitute the entire agreement between you and CareerBay regarding the subject matter hereof.
- **Severability:** If any provision of these Terms is found to be unenforceable or invalid by a court of competent jurisdiction, that provision shall be limited or eliminated to the minimum extent necessary, and the remaining provisions shall remain in full force and effect.
- **Waiver:** The failure of CareerBay to enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

- **Assignment:** You may not assign or transfer your rights or obligations under these Terms without our prior written consent. CareerBay may assign its rights and obligations without restriction.
- **Force Majeure:** CareerBay shall not be liable for any failure or delay in performing its obligations where such failure or delay results from circumstances beyond its reasonable control, including but not limited to natural disasters, pandemics, wars, government actions, cyber attacks, or failures of third-party services.
- **Notices:** All notices to CareerBay shall be sent to hellocareerbay@gmail.com. Notices to you will be sent to the email address associated with your account.
- **No Agency:** Nothing in these Terms creates a joint venture, partnership, employment, or agency relationship between you and CareerBay.
- **Language:** These Terms are drafted in English. In the event of any conflict between the English version and a translated version, the English version shall prevail.

16. CONTACT INFORMATION

For any questions, concerns, or requests related to these Terms, please contact:

- **CareerBay**, a product of MM Enterprises (Sole Proprietorship)
- **Website:** www.careerbay.in
- **Email:** hellocareerbay@gmail.com
- **Grievance Officer:** Manish Maryada, reachable at hellocareerbay@gmail.com

These Terms and Conditions were last updated on July 15, 2026. This document is provided for informational purposes and does not constitute legal advice. CareerBay recommends consulting with a qualified legal professional for compliance verification.