

# SecureVerify Pro

Powered by DigitalCube Consultancy Services Pvt Ltd  
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## TERMS OF SERVICE

Effective Date: March 2025 | Last Updated: March 2025

PLEASE READ THESE TERMS OF SERVICE CAREFULLY BEFORE ACCESSING OR USING THE SECUREVERIFY PRO PLATFORM. BY REGISTERING AN ACCOUNT, SUBMITTING A VERIFICATION CASE, OR OTHERWISE USING OUR SERVICES, YOU (THE CLIENT) AGREE TO BE LEGALLY BOUND BY THESE TERMS.

### 1. Definitions

In these Terms of Service, the following terms shall have the meanings assigned to them below:

- "Platform" means the SecureVerify Pro web application, APIs, portals, and associated technology accessible at [www.secureverifypro.net](http://www.secureverifypro.net).
- "Company", "we", "us", or "our" refers to DigitalCube Consultancy Services Pvt Ltd, the operator of SecureVerify Pro.
- "Client" or "you" means the registered organization, employer, staffing agency, or recruiter that accesses and uses the Platform to initiate background verification services.
- "Candidate" means the individual whose background information is submitted for verification by the Client.
- "BGV Case" or "Case" means a background verification request submitted by the Client for a specific Candidate.
- "Verification Report" or "Report" means the output document generated by the Company upon completion of a BGV Case.
- "Consent" means the free, informed, specific, and documented written authorization obtained from the Candidate prior to initiating any verification.
- "Services" means all background verification checks, reports, and related services offered on the Platform.

### 2. Acceptance of Terms

These Terms of Service constitute a legally binding agreement between the Client and DigitalCube Consultancy Services Pvt Ltd. By creating an account or using the Platform in any capacity, you confirm that:

- You are an authorized representative of a legally registered organization.
- Your organization has the authority to enter into this agreement.
- You have read, understood, and agree to these Terms in their entirety.
- You will ensure all users within your organization accessing the Platform are aware of and comply with these Terms.

If you do not agree to any part of these Terms, you must immediately cease use of the Platform and contact us to deactivate your account.

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### **3. Eligibility and Account Registration**

#### **3.1 Eligibility**

The Platform is available exclusively to registered business entities. Individual consumers may not create accounts or use the Services for personal purposes. By registering, you warrant that:

- Your organization is duly incorporated or registered under applicable Indian law (or the law of your jurisdiction).
- You are using the Services solely for lawful employment screening, onboarding, or compliance purposes.
- You are not using the Services for any surveillance, stalking, harassment, or any purpose not related to legitimate employment decisions.

#### **3.2 Account Security**

You are solely responsible for:

- Maintaining the confidentiality of your account credentials.
- All activities that occur under your account, whether or not authorized by you.
- Immediately notifying us at [contact@secureverifypro.net](mailto:contact@secureverifypro.net) if you suspect unauthorized access to your account.

The Company shall not be liable for any loss or damage arising from unauthorized account access resulting from the Client's failure to maintain credential security.

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### **4. Description of Services**

#### **4.1 Scope of Services**

SecureVerify Pro offers the following background verification checks, subject to the package selected and applicable laws:

- Identity Verification (Aadhaar, PAN, Passport, Voter ID, Driving Licence)
- Address Verification (current and permanent)
- Employment History Verification (previous employers, designations, dates, exit reasons)
- Education and Academic Qualification Verification
- Criminal Record and Court Database Checks
- Credit and Financial Background Checks (where permitted by law)
- Professional Reference Checks
- Database and Watchlist Checks (CIBIL, SEBI debarred lists, etc.)

#### **4.2 Service Limitations**

The Client acknowledges that:

- The accuracy of our Reports depends on information available from third-party sources including government databases, educational institutions, and previous employers. The Company is not responsible for errors or omissions in such third-party records.

- Certain verifications may be subject to delays caused by non-responsive third parties, public holidays, or database unavailability. Published turnaround times are estimates, not guarantees.
- Some verifications may return inconclusive results due to incomplete records at the source. This will be clearly stated in the Report.
- The Company reserves the right to decline or discontinue a BGV Case if it is found to be in violation of applicable laws or these Terms.

### 4.3 Turnaround Time

Indicative turnaround times from the date of case submission with complete and accurate candidate information:

- Identity and Database Checks: 1-2 business days
- Address Verification: 3-7 business days
- Employment Verification: 5-10 business days
- Education Verification: 5-10 business days
- Criminal/Court Checks: 7-15 business days

The Company will notify the Client of any anticipated delays exceeding these timelines.

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## 5. Candidate Consent and Client Obligations

*This section is critical. Non-compliance may constitute a violation of Indian data protection law and result in civil or criminal liability for the Client.*

### 5.1 Mandatory Consent Requirement

The Client shall not submit any BGV Case for a Candidate without first obtaining valid, documented, and informed consent from that Candidate. Valid consent must:

- Be in writing (physical or digital signature).
- Clearly describe the scope of checks being conducted.
- Identify SecureVerify Pro and DigitalCube Consultancy Services Pvt Ltd as the verification agency.
- Be obtained freely, without coercion, before the Case is submitted.
- Be retained by the Client for a minimum of 3 years and made available to the Company upon request.

### 5.2 Client Indemnification for Consent Violations

The Client assumes full legal and financial responsibility for ensuring that Candidate consent is obtained prior to initiating any BGV Case. The Company shall not be held liable for any claim, penalty, regulatory action, or lawsuit arising from the Client's failure to obtain proper Candidate consent. The Client agrees to fully indemnify, defend, and hold harmless the Company from any such claims.

### 5.3 Candidate Disputes

If a Candidate raises a dispute regarding the accuracy of a Verification Report, the Client must notify the Company within 5 business days. The Company will initiate a re-verification process at no additional charge if the dispute is found to be valid. The Client must not take adverse employment action solely based on a disputed Report while re-verification is in progress.

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## 6. Permitted and Prohibited Use

### 6.1 Permitted Use

The Services may only be used for:

- Pre-employment background screening of prospective employees.
- Periodic re-verification of existing employees as part of a documented compliance or risk management program.
- Contractor or vendor due diligence verification.
- Any other use explicitly agreed to in writing by the Company.

### 6.2 Prohibited Use

The Client is strictly prohibited from using the Services for:

- Verifying individuals for non-employment purposes (e.g., personal relationships, tenant screening without proper disclosure, etc.).
- Any purpose that violates applicable Indian or international law.
- Discrimination on the basis of caste, religion, gender, disability, or any other protected characteristic.
- Sharing Verification Reports with unauthorized third parties.
- Reselling, sublicensing, or commercially exploiting the Reports or Platform data.
- Reverse engineering, scraping, or attempting to extract data from the Platform.
- Submitting fraudulent, fabricated, or misleading candidate information.

Violation of any prohibited use restriction may result in immediate account termination and legal action.

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## 7. Verification Reports -- Usage and Confidentiality

### 7.1 Intended Use of Reports

Verification Reports are prepared exclusively for the Client's internal HR and hiring decision-making purposes. Reports are:

- Strictly confidential and must not be shared with the Candidate without following proper adverse action procedures.
- Not to be disclosed to any third party, competitor, or external agency.
- Not to be used as standalone evidence in any legal, disciplinary, or public proceeding without independent corroboration.

### 7.2 Advisory Nature of Reports

Verification Reports are informational and advisory in nature. They are based on data available from third-party sources at the time of verification. The final hiring, onboarding, or retention decision rests entirely with the Client. The Company does not make hiring recommendations and is not responsible for employment decisions made by the Client based on our Reports.

### 7.3 Report Access and Storage

Reports are accessible via the Client's secure dashboard for a period of 12 months from the date of generation. Clients are advised to download and store Reports within this period. The Company is not obligated to maintain Report access beyond this period unless otherwise agreed in writing.

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## 8. Payment Terms and Pricing

### 8.1 Pricing

The fees for each BGV check are as displayed on the Platform at the time of Case submission. All prices are in Indian Rupees (INR) and are exclusive of applicable Goods and Services Tax (GST). GST will be charged at the prevailing rate (currently 18%) and will appear separately on invoices.

### 8.2 Payment

Payment is required at the time of Case submission before verification commences. The Company accepts payments via the payment methods available on the Platform. The Company does not store credit or debit card information; all payment transactions are processed by our PCI-DSS compliant payment gateway partners.

### 8.3 Invoicing

Tax invoices will be generated and made available on the Client's dashboard within 2 business days of successful payment. Clients are responsible for providing accurate GST registration details during account setup.

### 8.4 Refund Policy

Refunds will be issued in the following circumstances only:

- The Case is cancelled by the Client before the Company has initiated any verification activity (full refund).
- The Company is unable to initiate the verification due to a technical or operational failure on the Company's part (full refund).
- A verification check is found to be impossible to complete due to the complete non-existence of the institution or employer (partial refund for the specific check, at the Company's discretion).

No refund will be issued if the verification is inconclusive due to the Candidate's incomplete or inaccurate information provided by the Client, or if the Client simply disagrees with the Report findings.

### 8.5 Disputed Payments

Any payment disputes must be raised within 15 days of the invoice date by writing to [contact@secureverifypro.net](mailto:contact@secureverifypro.net). Disputes raised after this period will not be entertained.

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## 9. Data Privacy and Security

The collection, use, and protection of personal data in connection with the Services is governed by our Privacy Policy, available at [www.secureverifypro.net](http://www.secureverifypro.net), which is incorporated into these Terms by reference.

The Client warrants that it has obtained all necessary consents and complied with all applicable data protection laws before submitting Candidate personal data to the Platform. The Client and the Company shall each act as independent Data Fiduciaries (as defined under the Digital Personal Data Protection Act, 2023) with respect to personal data processed under these Terms.

The Company implements industry-standard security measures including SSL/TLS encryption, role-based access controls, and regular security audits to protect all data on the Platform. However, the Client is responsible for securing access to their own account and downloaded Reports.

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## 10. Intellectual Property

All intellectual property rights in and to the Platform, including but not limited to software, algorithms, design, trademarks, logos, user interface, and underlying technology, are and shall remain the exclusive property of DigitalCube Consultancy Services Pvt Ltd.

Verification Reports generated by the Company are licensed to the Client for internal use only. The Client does not acquire any ownership rights in the Reports or the methodologies used to generate them.

The Client shall not copy, reproduce, modify, distribute, or create derivative works from any part of the Platform or its content without the Company's prior written consent.

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## 11. Confidentiality

Each party agrees to keep confidential all non-public information received from the other party in connection with the Services, including Candidate data, Report contents, pricing, and business processes. This obligation shall survive the termination of these Terms for a period of 5 years.

Neither party shall disclose the other's confidential information to any third party without prior written consent, except as required by applicable law or court order. In the event of a legally compelled disclosure, the disclosing party shall provide prompt written notice to the other party to enable it to seek a protective order.

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## 12. Limitation of Liability

### 12.1 Disclaimer of Warranties

The Platform and Services are provided on an "as is" and "as available" basis. The Company makes no representations or warranties, express or implied, regarding the completeness, accuracy, reliability, or fitness for a particular purpose of the Services or Reports, beyond what is expressly stated in these Terms.

### 12.2 Limitation of Liability

To the maximum extent permitted by applicable law, the Company's total aggregate liability to the Client for any claim arising out of or related to these Terms or the Services shall not exceed the total fees paid by the Client to the Company in the 3 months immediately preceding the event giving rise to the claim.

The Company shall not be liable for:

- Indirect, incidental, consequential, punitive, or special damages of any kind.
- Loss of profits, revenue, business, or goodwill.
- Damages arising from errors or omissions in third-party source data.
- Employment decisions made by the Client based on Verification Reports.
- Delays caused by third-party non-cooperation, government closures, or force majeure events.
- Unauthorized access to Client accounts resulting from Client negligence.

### 12.3 Indemnification by Client

The Client agrees to indemnify, defend, and hold harmless the Company, its directors, employees, and agents from and against any claims, liabilities, damages, losses, and expenses (including legal fees) arising from:

- The Client's breach of any provision of these Terms.
  - The Client's failure to obtain valid Candidate consent.
  - The Client's use of Reports in violation of applicable law or these Terms.
  - Employment decisions made by the Client based on Verification Reports.
  - Any third-party claim arising from the Client's use of the Services.
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## **13. Termination and Suspension**

### **13.1 Termination by Client**

The Client may terminate its account at any time by providing 15 days written notice to [contact@secureverifypro.net](mailto:contact@secureverifypro.net). Upon termination, all pending Cases will be completed and invoiced. No refund will be issued for Cases already in progress.

### **13.2 Termination or Suspension by Company**

The Company reserves the right to immediately suspend or permanently terminate the Client's account, without notice or liability, in the following circumstances:

- Breach of any material provision of these Terms, including prohibited use violations.
- Submission of fraudulent or misleading information.
- Non-payment of outstanding dues.
- Use of the Platform in a manner that poses legal, reputational, or security risk to the Company.
- Regulatory instruction or court order requiring termination.

### **13.3 Effect of Termination**

Upon termination, the Client's right to access the Platform ceases immediately. The Client must cease all use of the Platform and destroy any confidential information of the Company in its possession. Outstanding payment obligations survive termination.

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## **14. Force Majeure**

The Company shall not be liable for any delay or failure to perform its obligations under these Terms if such delay or failure results from events beyond its reasonable control, including but not limited to acts of God, natural disasters, pandemic, government restrictions, internet or infrastructure outages, civil unrest, or failure of third-party data sources.

In such events, the Company will notify the Client as soon as reasonably practicable and will use best efforts to resume normal service. If a force majeure event continues for more than 30 consecutive days, either party may terminate the affected Cases without liability.

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## **15. Amendments to These Terms**

The Company reserves the right to modify these Terms at any time. Material changes will be communicated to registered Clients via email or platform notification at least 15 days before the effective date of the change.

Continued use of the Platform after the effective date of any amended Terms constitutes the Client's acceptance of the changes. If the Client does not agree to the amended Terms, it must cease use of the Platform and notify the Company in writing before the effective date.

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## 16. Governing Law and Dispute Resolution

### 16.1 Governing Law

These Terms shall be governed by and construed in accordance with the laws of India, including but not limited to the Information Technology Act, 2000, the Contract Act, 1872, and the Digital Personal Data Protection Act, 2023.

### 16.2 Dispute Resolution

In the event of any dispute arising out of or in connection with these Terms, the parties shall first attempt to resolve the dispute through good-faith negotiation within 30 days of written notice of the dispute.

If the dispute is not resolved through negotiation, it shall be referred to arbitration under the Arbitration and Conciliation Act, 1996, with the seat of arbitration in Delhi, India. The arbitration shall be conducted in English by a sole arbitrator mutually appointed by the parties.

### 16.3 Jurisdiction

Subject to the arbitration clause above, the courts of Delhi, India shall have exclusive jurisdiction over any legal proceedings arising from these Terms.

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## 17. General Provisions

- **Entire Agreement:** These Terms, together with the Privacy Policy, constitute the entire agreement between the Client and the Company with respect to the Services, superseding all prior negotiations, representations, and agreements.
  - **Severability:** If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions will remain in full force.
  - **No Waiver:** The Company's failure to enforce any right or provision of these Terms shall not be considered a waiver of those rights.
  - **Assignment:** The Client may not assign or transfer its rights or obligations under these Terms without the Company's prior written consent. The Company may assign these Terms to a successor entity without restriction.
  - **Relationship:** Nothing in these Terms creates a partnership, joint venture, agency, or employment relationship between the parties. Both parties are independent contractors.
  - **Notices:** All formal notices under these Terms shall be in writing and sent to [contact@secureverifypro.net](mailto:contact@secureverifypro.net) or the Client's registered email address on file.
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## 18. Contact Information

For any questions, disputes, or notices related to these Terms of Service, please contact:

**SecureVerify Pro -- Legal & Compliance**  
DigitalCube Consultancy Services Pvt Ltd

Delhi NCR, India  
Email: [contact@secureverifypro.net](mailto:contact@secureverifypro.net)  
Phone: +91-7428261304  
Website: [www.secureverifypro.net](http://www.secureverifypro.net)

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