

These Service & Membership Terms & Conditions ("Terms") apply to the services provided by Dupotan India Pvt. Ltd. ("Dupotan", "Company", "we", "us", or "our") to the Customer ("Customer", "you", or "your"). By making payment, clearing dues, accepting the services, acknowledging these Terms, or otherwise proceeding with or using Dupotan's services, you confirm that you have read, understood, and agreed to be bound by these Terms.

1. NATURE AND SCOPE OF MEMBERSHIP SERVICES

1.1 The membership fee paid by the Customer is towards the provision of facilitation, coordination, staff-management support, personal consultant assistance, sourcing, recruitment coordination, verification assistance, customer support, and replacement-management services provided by Dupotan.

1.2 Subject to the applicable membership plan, Dupotan's services may include:

Sourcing and introduction of prospective candidates;
Personal consultant assistance;
Coordination between the Customer and prospective candidates;
Assistance with the recruitment and joining process;
Arrangement of up to five (5) replacement candidates during the applicable membership period;
Aadhaar/identity verification and available background or criminal-record verification;
A dedicated Relationship Manager (RM);
Customer support through the Dupotan website/platform and designated support channels; and
Coordination and assistance in the replacement process.

1.3 The membership fee is payable for the services and management support provided by Dupotan and shall not be construed as payment for the purchase, sale, or supply of any particular individual or candidate.

1.4 Candidates introduced or coordinated through Dupotan are not products or goods of Dupotan. Dupotan's services constitute its product/service offering.

2. INDEPENDENT STATUS OF CANDIDATES

2.1 Candidates introduced, referred, sourced, or coordinated through Dupotan are independent individuals and shall not be considered employees, workers, agents, representatives, staff, or personnel of Dupotan.

2.2 Dupotan does not employ, appoint, supervise, control, or guarantee the continued engagement of any candidate.

2.3 Any arrangement relating to the engagement of a candidate, including duties, working hours, salary/wages, leave, accommodation, food, working conditions, conduct, termination, and other terms, shall be directly between the Customer and the candidate.

2.4 Nothing contained in these Terms shall create an employer-employee, principal-agent, partnership, joint venture, or similar relationship between Dupotan and any candidate or between Dupotan and the Customer.

3. CUSTOMER CONDUCT AND RESPONSIBILITIES

3.1 The Customer agrees to treat every candidate with respect, dignity, integrity, and humility.

3.2 The Customer shall not engage in or permit any abusive, threatening, discriminatory, exploitative, harassing, coercive, unethical, or unlawful behaviour towards any candidate.

3.3 The Customer shall independently assess the candidate's identity, suitability, experience, conduct, skills, salary expectations, duties, references, and other requirements before permitting the candidate to commence or continue an engagement.

3.4 The Customer shall be responsible for complying with all applicable laws and obligations arising from the Customer's direct relationship with the candidate.

3.5 Dupotan may suspend or terminate its services where, in its reasonable assessment, the Customer's conduct is abusive, unsafe, unlawful, unethical, threatening, or materially inconsistent with these Terms.

4. CANDIDATE AVAILABILITY AND DECISION

4.1 The Customer acknowledges that a candidate's:

availability;
willingness to join;
personal or family circumstances;
salary expectations;
suitability;
availability for interview or joining;
conduct;
decision to commence an engagement; and
decision to continue, modify, or discontinue an engagement
may be outside Dupotan's direct control.

4.2 Dupotan therefore does not warrant or guarantee that any particular candidate will:

join the Customer;
accept the Customer's proposed terms;
remain available for a particular period;
continue the engagement for any specified duration; or
meet every expectation or preference of the Customer.

4.3 The Customer acknowledges that Dupotan provides a facilitation and management service and not a guaranteed placement or employment outcome.

5. FACILITIES AND CUSTOMER SUPPORT

Subject to the applicable membership plan, Dupotan shall provide or facilitate:

5.1 Personal consultant assistance for coordination and service-related matters.

5.2 A dedicated Relationship Manager (RM) for customer support and coordination, where applicable.

5.3 Customer support through the Dupotan website/platform and designated support channels.

5.4 Reasonable assistance in addressing urgent service-related concerns, including support availability on a 24x7 basis, where such support is offered under the applicable membership plan.

5.5 Periodic/weekly feedback or coordination, where applicable, to monitor service requirements and facilitate continuity of service.

6. VERIFICATION AND BACKGROUND CHECK

6.1 Dupotan's verification process may include, subject to availability and applicable law:

Identity/ID proof verification;

Aadhaar verification;

Background verification; and

Available criminal-record verification.

6.2 Verification may be conducted based on information and records accessible to Dupotan or its verification partners.

6.3 Verification is undertaken for identification and due-diligence purposes only and shall not constitute a certification, warranty, or guarantee regarding the character, conduct, identity, qualifications, background, future conduct, or suitability of any candidate.

6.4 Dupotan shall not be responsible for inaccurate, incomplete, undisclosed, forged, altered, unavailable, or subsequently changed information that could not reasonably be identified through the applicable verification process.

6.5 The Customer is advised to independently satisfy itself regarding the candidate and, wherever applicable, complete the required police/local authority verification in accordance with applicable government procedures.

6.6 The Customer should submit the applicable verification form to the relevant police station/authority on or around the date of joining, where required or recommended. The applicable form may be obtained through the relevant government/local authority, online resources, or Dupotan's support team where available.

7. PAYMENT POLICY

7.1 Unless otherwise expressly agreed under a specific membership plan, the applicable membership/service charges shall be paid in advance on or before commencement of the service.

7.2 Where the Customer is responsible for payment of the candidate's salary/wages, such salary/wages shall ordinarily be paid by the 7th day of every month, unless otherwise agreed between the Customer and candidate.

7.3 Payments towards Dupotan's membership/service charges shall be made only to the Company's designated/official bank account or through an officially authorised payment method.

7.4 The Customer shall not make payment of Dupotan's service charges to any individual employee, consultant, candidate, or third party unless expressly authorised by Dupotan in writing.

7.5 Unless otherwise specified in the applicable plan, Dupotan's service charge shall be INR 500 for every INR 4,000 of applicable candidate salary/wages, equivalent to 12.5%.

7.6 A grace period of three (3) days may be provided where the Customer is unable to arrange the required payment within the prescribed time. Upon expiry of the grace period, Dupotan may place the applicable services on hold until the outstanding amount is cleared.

8. CANCELLATION POLICY

8.1 Any request for cancellation of the membership/service must be initiated within three (3) days of the candidate's hiring/commencement, unless otherwise expressly agreed in writing.

8.2 Upon cancellation, the Customer shall remain responsible for payment of any salary/wages legally or contractually due to the candidate for the period of engagement.

8.3 Cancellation of the candidate's engagement shall not automatically constitute cancellation of Dupotan's membership/service arrangement unless the Customer separately requests cancellation in accordance with these Terms.

9. TERMINATION AND MEMBERSHIP CANCELLATION

9.1 Where the Customer intends to terminate the engagement of a candidate and wishes to remain eligible for replacement assistance, the Customer shall ordinarily provide at least fifteen (15) days' notice, subject to applicable law and the terms governing the candidate's engagement.

9.2 If the Customer requests cancellation of Dupotan's services within the first fifteen (15) days of using the services, the Customer may be eligible for a 75% credit refund, subject to the applicable terms and verification of eligibility.

9.3 Eligible credit refunds shall ordinarily be processed within 14 to 21 days from approval of the refund request.

9.4 Refunds under this policy shall be issued as Credit Notes, unless otherwise required by applicable law or expressly agreed by Dupotan.

9.5 Unless otherwise stated in writing, a Credit Note shall remain valid for six (6) months from the date of issuance.

9.6 All refund/cancellation requests must be submitted in writing to:

support@dupotan.in

9.7 No refund shall be payable against membership/service charges where the Customer chooses to discontinue the Dupotan arrangement and directly hire, retain, rehire, or otherwise engage a candidate introduced or facilitated through Dupotan.

9.8 Any refund shall be subject to the applicable membership plan and the Customer's compliance with these Terms.

10. LEAVE POLICY AND REPLACEMENT SECURITY

10.1 Leave arrangements between the Customer and candidate shall be mutually agreed between them and shall remain subject to applicable law.

10.2 Where applicable to the relevant engagement, the candidate may be entitled to two (2) days of leave per month, subject to applicable law and the terms mutually agreed between the Customer and candidate.

10.3 An additional leave/medical leave may be permitted on the basis of mutual consent between the Customer and candidate, subject to applicable law.

10.4 Where the Customer wishes to ensure replacement assistance in the event that a candidate disappears, absconds, or fails to return from approved leave, Dupotan may require a deposit/security amount equivalent to seven (7) days' applicable wages, subject to applicable law and the applicable membership terms.

10.5 Where such deposit is applicable, any deduction from the candidate's earnings shall only be made where legally permissible and with the necessary consent/authorisation.

10.6 Nothing in these Terms shall authorise any deduction from a candidate's wages that is prohibited by applicable law.

11. GIFTS AND DONATIONS

11.1 Dupotan does not encourage or require the Customer to provide personal gifts, cash, donations, loans, or other financial benefits to candidates.

11.2 If the Customer voluntarily chooses to provide any gift, donation, financial assistance, or other benefit to a candidate, the Customer is requested to inform Dupotan so that the same may, where appropriate, be recorded for service and candidate welfare purposes.

11.3 Dupotan shall not be responsible for any dispute, claim, expectation, or liability arising from any gift, donation, loan, financial transaction, or personal arrangement directly entered into between the Customer and the candidate.

12. MAID REPLACEMENT POLICY

12.1 Replacement Allowance

The Customer shall be entitled to a maximum of five (5) replacement requests during the eleven (11) month membership period, subject to these Terms and the applicable membership plan.

12.2 Dupotan's role in relation to replacements is limited to sourcing, introducing, coordinating, and facilitating prospective replacement candidates.

12.3 The replacement facility does not constitute a guarantee that a replacement candidate will:

accept the engagement;
join on a particular date;
remain engaged for a particular period;
meet every preference of the Customer; or
be continuously available.

12.4 Replacement Classification

Any discontinuation of an engagement followed by a request for another candidate may be treated as a replacement, irrespective of whether the discontinuation occurs due to the Customer, candidate, personal circumstances, salary expectations, compatibility, availability, or any other reason.

12.5 Replacement Turnaround Time

The expected turnaround time ("TAT") for processing and coordinating a replacement profile request shall ordinarily be 24 to 72 hours.

The TAT refers to the processing and sourcing/coordination of a replacement profile and does not constitute a guarantee that the replacement candidate will join within that period.

12.6 Profile Selection

The Customer may shortlist and select a prospective replacement profile based on the Customer's requirements and preferences from among the available profiles.

12.7 Trial Period

Where applicable, the Customer may undertake a three (3) day trial period with a shortlisted candidate.

If the Customer does not select the candidate after completion of the three-day trial, that particular trial shall not be counted as one of the five (5) replacement requests, provided that the Customer does not retain or continue the candidate beyond the applicable trial period.

Any subsequent replacement request following the acceptance or continuation of a candidate may be counted towards the Customer's five-replacement allowance.

13. NO GUARANTEE REGARDING CANDIDATE PERFORMANCE OR CONDUCT

13.1 Dupotan does not guarantee the performance, attendance, punctuality, honesty, conduct, reliability, skill, personal circumstances, or continued availability of any candidate.

13.2 Dupotan shall not be responsible for any act or omission of a candidate, including but not limited to:

absence or unauthorised absence;

resignation or abandonment of the engagement;

refusal to join;

refusal to continue;

misconduct;

negligence;

theft;

loss or damage;

personal disputes;

injury;

financial loss; or

any other act or omission occurring in the course of the independent relationship between the Customer and candidate,

except to the extent that liability cannot lawfully be excluded or limited under applicable law.

14. CUSTOMER'S INDEPENDENT ASSESSMENT

14.1 The Customer acknowledges that Dupotan facilitates introductions and provides management support but does not make the final decision regarding the selection or engagement of a candidate.

14.2 The Customer shall independently assess and satisfy itself regarding:

identity;

suitability;

experience;

qualifications;

references;

conduct;

salary expectations;

duties;

working hours;

personal circumstances; and

any other matter relevant to the proposed engagement.

14.3 The Customer is responsible for establishing and maintaining appropriate terms of engagement directly with the candidate.

15. LEGAL AND POLICE ASSISTANCE

15.1 In the event of any alleged theft, criminal activity, misconduct, disappearance, dispute, or other unlawful activity involving a candidate, the Customer should promptly contact the appropriate police, emergency, or governmental authority.

15.2 Dupotan shall, where reasonably possible and subject to applicable law, provide relevant documents or records available with the Company that may assist the Customer in legitimate legal proceedings.

15.3 Dupotan may assist the Customer with coordination and documentation in relation to such matters but does not act as the Customer's advocate, police authority, investigator, insurer, or guarantor.

15.4 Dupotan shall not be liable for any loss, damage, theft, injury, criminal act, or other unlawful conduct committed by an independent candidate, except to the extent such liability cannot legally be excluded or limited.

16. LIMITATION OF LIABILITY

16.1 To the maximum extent permitted by applicable law, Dupotan shall not be liable for any indirect, incidental, consequential, special, exemplary, or punitive loss or damage arising from or relating to the acts or omissions of an independent candidate.

16.2 This includes, without limitation, losses arising from:

non-availability of a candidate;
refusal to join;
resignation;
abandonment of engagement;
absence;
misconduct;
theft;
damage to property;
personal disputes;
financial loss;
injury;
candidate-related disputes; or
termination or discontinuation of the engagement.

16.3 Dupotan's responsibility shall remain limited to the facilitation, coordination, management support, verification assistance, customer support, and replacement services expressly included within the applicable membership plan.

16.4 Nothing in these Terms shall exclude or limit any liability that cannot lawfully be excluded or limited under applicable law.

17. NO ASSURANCE OF SPECIFIC OUTCOME

17.1 The Customer expressly acknowledges that payment of the membership fee does not constitute a guarantee or assurance that the Customer will receive or retain a candidate:

meeting a particular profile;

meeting every stated preference;
accepting a particular salary;
joining on a particular date;
remaining engaged for a specified period; or
continuing the engagement without interruption.

17.2 Dupotan shall use reasonable efforts to provide the services included in the applicable membership plan but does not guarantee any particular placement outcome.

18. DIRECT ENGAGEMENT WITH CANDIDATE

18.1 Where a candidate has been introduced, sourced, referred, or facilitated through Dupotan, the Customer shall not circumvent the Company's membership/service arrangement by directly engaging, retaining, rehiring, or otherwise continuing the services of such candidate outside Dupotan during the applicable membership period or in circumstances intended to avoid payment of the applicable Company charges.

18.2 Where the Customer directly hires or retains a candidate introduced through Dupotan, the applicable membership/service charges shall remain payable in accordance with the agreed plan, and any refund or replacement entitlement may cease, subject to applicable law and these Terms.

19. COMMUNICATION AND SERVICE REQUESTS

19.1 All cancellation, refund, replacement, or other material service requests should be communicated through the Company's designated official communication channels.

19.2 Requests made verbally to a candidate, field representative, consultant, or other person shall not automatically constitute an official cancellation or refund request unless acknowledged by Dupotan through its authorised communication channel.

19.3 Dupotan may maintain records of communications, payment transactions, replacement requests, candidate introductions, service requests, and other relevant information for administrative, contractual, compliance, and dispute-resolution purposes, subject to applicable law.

20. LEGAL NOTICES AND JURISDICTION

20.1 Any formal legal notice intended for Dupotan shall be sent to the Company's registered/official address and/or officially designated communication channel.

20.2 Subject to applicable law, disputes arising out of or relating to these Terms shall be subject to the jurisdiction of the competent courts having jurisdiction over Dupotan's registered office, unless otherwise required by applicable law.

20.3 Nothing in this clause shall prevent either Party from approaching any authority, forum, or court where such right is mandatory under applicable law.

21. SUSPENSION OR TERMINATION BY DUPOTAN

21.1 Dupotan may suspend or terminate services where the Customer:

fails to make required payments;
engages in abusive, threatening, unlawful, unethical, or inappropriate conduct;
materially breaches these Terms;
attempts to circumvent the Company's membership/service arrangement;

provides materially false or misleading information; or
otherwise acts in a manner that materially affects the safety, integrity, or operation of the service.

21.2 Suspension or termination under this clause shall be without prejudice to any payment, contractual, or other rights that have accrued prior to such suspension or termination.

22. GENERAL TERMS AND ACCEPTANCE

22.1 These Terms, together with the applicable membership plan, payment terms, invoices, service communications, and other written terms expressly incorporated by Dupotan, constitute the terms governing the services provided by Dupotan.

22.2 In the event of any conflict between these Terms and a specific written membership plan issued by Dupotan, the terms of the applicable membership plan shall prevail to the extent of such conflict.

22.3 By clearing dues, making payment, electronically accepting, acknowledging, or continuing to use Dupotan's services, the Customer confirms that the Customer has read, understood, and voluntarily accepted these Terms.

22.4 Any disagreement with these Terms may result in suspension or termination of services, subject to applicable law and any rights already accrued to the Customer.