

Flexiple –Terms and Conditions

Flexiple is a platform to facilitate interaction between Freelancers and Service Users/ Consumers. This Agreement contains the terms and conditions that governs access to and participation in and utilization of Flexiple. By browsing through, accessing the features of Flexiple and/ or participating in the services offered, Users consent to be bound by the terms and conditions herein as well as policies that may be uploaded from time to time along with any modifications, changes and amendments thereof.

1. DEFINITIONS

- 1.1. **Consumer(s)** means Person(s) who obtain or avail services of Freelancers *inter alia* by posting/ uploading project requirements via Flexiple;
- 1.2. **Flexiple** means the Flexiple website including the advertisements of project requirements, project management tool, e-mail and chat functions, internet links and all content uploaded, available and functional through the domain and sub-domains of Flexiple at www.flexiple.com;
- 1.3. **Freelancer(s)** means Person(s) who apply for/ express interest in the project requirements posted by the Consumers via Flexiple and render services to Consumers in accordance with such project requirements;
- 1.4. **Intellectual Property** includes means all patents, trademarks, service marks, logos, get up, trade names, internet domain names, right in designs, blue prints, programmes and manuals, codes, copyright (including rights in computer software), database rights and right in know-how and other intellectual property rights, in each case whether registered or unregistered and including any application for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world;
- 1.5. **Owner** refers to Flexiple Tech Private Limited, a company incorporated under the provisions of the Companies Act, 2013 and having its registered office at B-903, Prestige Tower, Near Judges Bungalow, Bodakdev, Ahmedabad, Gujarat - 380015;
- 1.6. **Person(s)** means any individual as well the business represented, association of persons, company, corporation, partnership, limited liability partnership, governmental authority, whether or not having distinct legal existence;
- 1.7. **User(s) and You** includes Freelancers and Consumers and any Person that otherwise accesses/ browses through Flexiple;

2. ELIGIBILITY OF USERS

Only the following Persons are entitled to access, use and utilize the services of Flexiple:-

- 2.1. individuals who are atleast 18 years of age or above, of sound mind and solvent and otherwise competent to contract as per the provisions of the Indian Contract Act, 1872 along with amendments thereof;

- 2.2. legal persons who have duly been incorporated/ registered as per the provisions of relevant laws in force, acting through persons/ officials who are duly authorized to represent and bind such legal persons.

3. USAGE OF FLEXIPLE

3.1. User Registration/ Creation of Account

It is not necessary to create an account or register Yourself as a user with Flexiple to merely visit and view the website.

In order to be able to use and participate in the facilities of Flexiple both as a Freelancer and a Consumer, You will have to create an account with Flexiple. You will have the option of creating an account by submitting *inter alia* a valid email address, username and password through the account registration page.

You shall be solely responsible for all the activity that occurs through Your account and You shall notify the Owner of any breach of security or illegal/ unauthorized/ compromising activity on/ via Your account.

You may cancel the use of the website by clicking on the link “Deactivate Account”. Upon cancellation/ deactivation of the Account by You, your right to participate in the facilities of Flexiple will stand terminated forthwith. It is clarified that Users will not be able to deactivate their account during the pendency of a project requirement and until the expiry of the project as per the timelines stated in Clause 3.6 below or early determination thereof as per Clause 3.7 below.

3.2. Creation of Profile

Every Freelancer and Consumer will have an option to create and maintain a profile by providing and uploading additional data and information with a view to furnish an overview of Your background and credentials, subject to successful completion of a curation/ screening process set by the Owner.

Each User of the website will have access only to his/her own information. You are solely responsible for the validity, authenticity and use/ misuse of such information displayed and the Owners are not responsible for any infringement and/or damages/ loss/ consequence suffered by You.

3.3. Project Requirement

Consumers will have the facility of uploading project requirements specifying details of the services sought for. Access to such posts will be available only to Freelancers and not to other Consumers.

With a view to ensure ease of use, a standard and comprehensive questionnaire will be provided to Consumers pertaining to such project requirements. While such questionnaire is a standard template containing mandatory and optional fields, Consumers will also have the provision to outline details and/ or any further data or information.

Upon posting a project requirement by a Consumer, the Owner shall, within a period of 7 (seven) days, contact the Consumer with a response either (i) furnishing a list of recommended Freelancers as deemed fit for the project requirement by the Owner; or (ii) stating that the Owner has not identified any recommended Freelancers as deemed fit by the Owner; or (iii) stating that the Owner has not identified any recommended Freelancers as deemed fit by the Owner with a request to modify the project requirements in order to find a better match.

Along with the list of recommended Freelancers, the Owner will provide the contact details of such recommended Freelancers to the Consumer to facilitate interaction with one another. In the event the Owner furnishes a list of recommended Freelancers suitable for the project requirement, the Company shall, at the outset, contact the Freelancers within 48 hours of receipt of the response.

Further, the Company shall make a final decision on the choice from the list of recommended Freelancers furnished by the Owner within and no later than 7 (seven) days from the date of receipt of the response.

3.4. Applications by Freelancers

Every Freelancer is entitled to apply for/ express his/her interest in any project requirement posted on Flexiple. However, at any given point in time, a Freelancer may have only 10 (ten) such applications alive and open. Further, at any given point of time, a Freelancer will be able to accept and work only on one full time project or two part time projects.

The Owner shall scrutinize the list of Freelancers who have applied for a project requirement and either (i) suggest to the Consumer, a list of recommended Freelancers deemed suitable according to the Owner; or (ii) respond to the Consumer stating that the Owner has not been able to recommend any suitable Freelancers or (iii) respond to the Consumer stating that the Owner has not been able to recommend any suitable Freelancers with a suggestion to modify the project requirements.

The outcome of a Freelancer's application will be made known within 7 (seven) days from the date of receipt of the Owner's response by the Consumer, provided that such Consumer communicates its decision within the said timeframe.

It is clarified that the selection of recommended Freelancers from the list of applications will be determined by the Selection Algorithm as set out in Clause 3.5 below and is entirely upto the discretion of the Owners. The Owners shall not be liable for such recommendation/ non-recommendation thereof, either to the Consumers or the Freelancers.

3.5. Selection Algorithm

Flexiple's selection algorithm is a fully automated system that ranks and produces a list of recommended Freelancers best suited for each project requirement. The selection of Freelancers will be based on automated computation taking into consideration various factors including data/ information/ credentials of the Freelancers via their profile, results of the curation process/ screening tests conducted by the Owner and/ or its third party service providers. These selections do not represent any fixed

objective ranking or endorsement. The Owners will not be liable for any change in the ranking or selection, which may take place from time to time and as per the requirements of various project requirements.

The Owners in no event will be held responsible for the accuracy and the relevancy of the selection of the Freelancers. These listing/ selection does not signify any endorsement by the Owners of the credibility, authenticity, efficiency of the Freelancers and the Owners are not liable for any damages/ loss/ consequence to the Freelancers and the Consumers.

3.6. Execution

The terms and conditions for rendering the services required by the Consumer are a matter of agreement between the Freelancer and the Consumer. However, with a view to ensure security of payments due and owing to the Freelancer:-

- a. the Consumer is required to inform the Owner, the total amount/ monetary consideration to be paid to the Freelancer as well as the proportionate amount to be paid on a weekly basis for project requirements pertaining to web development and design and the total amount/ consideration payable per article/ deliverable for project requirements pertaining to content writing;
- b. for project requirements regarding web development and design, the Consumer is required to deposit with the Owner the proportionate amount/ monetary consideration pertaining to the week, at the beginning of every week in advance. The same will be disbursed by the Owner to the Freelancer immediately upon the completion of the said week;
- c. for project requirements pertaining to content writing, the Consumer is required to deposit an amount equal to 50% percent of the total consideration in advance and before the commencement of work. The remaining amount is to be deposited by the Consumer to the Owner immediately upon completion of the work. Once the first draft of the article/ deliverable is provided by the Freelancer to the Consumer, the amount equal to 50% percent of the total consideration paid in advance shall be disbursed by the Owner to the Freelancer. Upon receipt of the remaining consideration by the Owner from the Consumer, the same shall be disbursed to the Freelancer within 7 (seven) working days from the date of receipt of the consideration;
- d. it is clarified that the release of the payments to the Freelancers as per the timelines set out hereinabove, is automatic and the Owner is not liable for any delayed and/ or defective service and/ or non-completion of service. In the event of any disputes between the Consumer and Freelancer including but not limited to delayed and/ or defective service and delayed and/ or non- payment of consideration, the Owner cannot be held liable for any damages and/ or refund of any money paid by the Owner. Such disputes must be resolved by and between the Consumer and Freelancer, the risk as to cost and consequences including damages and/ or any other liability being borne only by the Consumer and the Freelancer.

3.7. Resolution of Grievance

In the event either the Freelancer and/ or the Consumer has any grievance pertaining to the performance of the terms and conditions of the agreement/ contract including but not limited to the quality of service rendered, delayed delivery of service and/ or payment of the contract price/ monetary consideration, and intends to discontinue the engagement, a notice of the same must be provided by the Freelancer and/ or the Consumer in writing to support@flexiple.com (“**Notice of Termination**”).

In the event the Owner receives the Notice of Termination during the pendency of a project requirement, the amount pertaining to the particular week as deposited in advance by the Consumer and/ or payment pertaining to the completion of the first draft would be automatically payable to the Freelancer as per Clause 3.6 above. It is clarified that the Owner cannot be held liable for any damages and/ or any other reliefs and consequences for making payments as set out hereinabove and the Consumer may initiate appropriate proceedings against the Freelancer.

In the event, the Freelancer and the Consumer are able to resolve the disputes and continue with the engagement, a written confirmation of the same must be addressed by the Consumer to support@flexiple.com along with a deposit of the payment pertaining to the forthcoming week. Thereafter, the Owner will proceed with execution as per Clause 3.6 above.

3.8. Relationship between the Freelancer and Consumer

Flexiple is merely a facilitator between the Freelancer and the Consumer and provides a platform for access to and interaction between the Users. The terms and conditions for providing services are the subject matter of agreement and contractual relationship between the Freelancer and Consumer and the Owner is not a party to such contract either directly or by implication. The Owner is neither the agent nor employee nor a Principal of the Users. Accordingly, the Owner is not liable for any service tax and/ or any other tax liability. You are solely responsible for payment of central, sales and local tax.

In the event, the Consumer hires and/ or employs the Freelancer, the Consumer shall pay to the Owner, a sum of Rs.1,00,000/- [Rupees One Lac only] forthwith.

Upon (i) obtaining a list of recommended Freelancers, in the event the Consumer and/ or Freelancer establish an and/ or continue in engagement independently and outside of Flexiple; or (ii) the Consumer hiring and/ or employing the Freelancer but failing to pay the Owner the above stated sum, the Owner shall be entitled to all remedies available in law and/ or equity, including but not limited to damages and exemplary costs.

3.9. Modifications or withdrawal of Flexiple

The Owner reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Website or any part/ feature thereof without any notice and at the sole discretion of the Owner. The Owner is not liable to the Users

and/ or any third parties for any loss such modification, suspension or discontinuation of the website and the services.

3.10. **Consideration**

In consideration for the utilization of the facilities offered by the Owner, the Owner is entitled to receive a certain percentage of the fee/ price paid by the Consumer to the Freelancer in respect of the services rendered, which percentage shall be determined at the Owner's discretion.

4. REPRESENTATION AND OBLIGATION OF USERS

- 4.1. You hereby agree and undertake that you shall not host, display, upload, modify, transmit, update or share information or data that:-
- a. belongs to another person and to which You do not have any right to communicate;
 - b. is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever as prohibited by the laws in force;
 - c. harms minors in any way;
 - d. infringes any Intellectual Property Rights of third person;
 - e. violates the law in force;
 - f. deceives or misleads any Person;
 - g. is grossly offensive or menacing in nature;
 - h. impersonates another person;
 - i. contains software virus or any malicious data or other computer code, files, or programs designed to interrupt, destroy or designed to harm, interrupt, destroy or limit the hardware, software or functionality of computers of users;
 - j. threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states or public orders or causes incitement to the commission of any cognisable offence or prevents investigation of any offence or is insulting other nation;
 - k. is false, incorrect, inaccurate, fraudulent, deceptive.
- 4.2. You shall not modify, alter, use without prior permission or misuse any information contained in and/ or any part of Flexiple.

- 4.3. Every Freelancer undertakes that he is legally qualified and permitted to perform services in his capacity as an independent service provider.
- 4.4. You undertake that comments/ reviews posted by You are true, genuine and is based on exercise of careful, prudent and sound judgment of the experience.
- 4.5. No illegal or activities otherwise deemed to be unlawful will be provided directly or under the garb of fabricated project requirements and only those as posted and agreed by the User and Freelancer to be provided.
- 4.6. You hold and possess the requisite Intellectual Property Rights to communicate, publish, display, exchange and provide use of all the data/ information posted by You.
- 4.7. Users undertake not to solicit or provide services which are illegal/ unlawful/ in contravention of the laws in force, either directly or indirectly.

5. RIGHT TO USE

By uploading/ posting any information, You grant the Owner a perpetual, worldwide, non-exclusive, royalty free, sub-licensable and transferable license to access, use, communicate, reproduce, use, distribute, reformat, translate and display such data/ information. Such license is revoked/ terminated upon the removal of such data/ information by You.

6. CONSEQUENCE OF BREACH

In the event You fail to adhere to the terms and conditions herein and any other policies that may be uploaded from time to time and/ or use the website in contravention of the provisions of the laws in force, apart from resort to legal remedies, both civil and criminal, the Owner can terminate the Account forthwith, suspend the activities/ privileges of the Users forthwith, remove any objectionable information/ data including profiles, project requirements and reviews/ comments posted, without any prior notice, at the absolute discretion of the Owner.

7. INDEMNITY

The Users agree to indemnify the Owner and keep the Owner indemnified against all and any claim, liability, cost, damage, deficiency, loss, expense or obligation of any kind or nature (including without limitation reasonable attorneys' fees and other costs and expenses of litigation) of whatever nature incurred or suffered by the Owner, arising from the performance or breach of the obligations under these Terms and Conditions and any other policies uploaded by the Owner from time to time including but not limited to any infringement of intellectual property rights, income tax and/or other taxes, interest and/or penalties therein, unauthorized act or omission of or any negligence, willful default or breach of duty, representations, warranties and undertakings by the Users, violation of any third party rights by the Users and breach of confidentiality and non-disclosure.

8. LIMITATION OF LIABILITY

- 8.1. At the outset, it is clarified that the terms and conditions of providing and receiving services are a subject matter of agreement between the Freelancer and the Consumer

and the Owner is in no way liable for any action, loss, consequence and/ or damage arising therefrom or incidental thereto including but not limited to:-

- provision of or failure to provide all or any service by Freelancers to Consumers contacted or managed through Flexiple;
- any content posted, transmitted, exchanged or received by or on behalf of any User or other person on or through Flexiple; and
- actions or inactions of Users or any breach of conditions, representations or warranties by the Users.

8.2. Additionally, the Owner is not liable in any event, including negligence for any direct, indirect, special, incidental, consequential, exemplary or punitive damages arising from, or directly or indirectly related to, the use of, or the inability to use Flexiple or the content, materials and functions related thereto, the Services, User's provision of information via Flexiple, lost business or lost Users, In no event shall the Owners be liable for:-

- any unauthorized access to or alteration of Your transmissions or data; or
- any other matter relating to Flexiple.

8.3. Notwithstanding the above, in no event shall the total aggregate liability of the Owners for all damages, losses and causes of action arising in respect of the use of Flexiple for services to be rendered by the Owner exceed, in the aggregate Rs.1,000/- (Rupees One Thousand Only).

9. GRIEVANCE OFFICER

In accordance with the Information Technology Act, 2000 and the rules framed thereunder the Grievance Officer, Mr. Hrishikesh Pardeshi can be contacted at hrishikesh@flexiple.com.

10. NOTICES

Any notice under these Terms and Conditions and/ or any other policies to be uploaded from time to time shall be communicated via email and will be considered delivered within a period of 3 [days] from the date of addressing such email. The email address for addressing such communication to the owners is hrishikesh@flexiple.com and in case of the Users, the email address provided at the time of registering or creating the Account, unless amended by notice to the Owners as provided in this clause.

11. GOVERNING LAW

This Agreement shall be construed and interpreted in accordance with and governed by the applicable laws of India, and the courts at Mumbai shall have exclusive jurisdiction over matters arising out of relating to these Terms and Conditions and any other policies uploaded from time to time.

12. ARBITRATION

All disputes, difference, controversy or claim arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination and interpretation of the clauses therein, shall be referred to/ submitted to arbitration and shall be finally settled in

accordance with the provisions of Arbitration & Conciliation Act, 1996 by a sole Arbitrator appointed with the mutual consent of the Parties. The seat/ place of such arbitration will be in Mumbai. The language to be used in such proceedings is English.