

FLEXIBLE TERMS AND CONDITIONS

Flexiple is a platform to facilitate interaction between Freelancers and Consumers (each defined below). These terms and conditions (“**Terms**”) govern access to, participation in and utilization of Flexiple. By browsing through, accessing the features of Flexiple and/or participating in the services offered, you consent to be bound by these Terms as well as any other policies that apply to the use of Flexiple (“**Policies**”), as amended from time to time.

Please ensure that you read these Terms carefully as they constitute a binding agreement between you and us. If you do not agree to these Terms, please do not use Flexiple.

We reserve the right to revise, update or modify these Terms at any time. Please check this page from time to time to take notice of any changes we make to these Terms, as they are binding on you.

Any personal information you provide us will be dealt with in accordance with our [Privacy Policy](#). These Terms include our Privacy Policy by way of reference.

1 DEFINITIONS

Unless otherwise provided, capitalised words in these Terms mean the following:

1.1 “**Affiliate**” with respect to the Company means Flexiple, Inc., incorporated in Delaware and any other entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the Company;

1.2 “**Company**” means Flexiple Tech Private Limited, a company incorporated in India under the provisions of the Companies Act, 2013;

1.3 “**Confidential Information**” means any information or material that is (a) by its nature proprietary or confidential or considered so by the disclosing party; (b) not generally known to any Person other than by the disclosing party; and (c) obtained from any third party and is treated as confidential by the disclosing party, regardless of whether the information is in tangible, electronic, verbal, graphic, visual, or other form. Confidential Information does not include material or information that: (a) is generally known by third parties without an act or omission of the receiving party; (b) was lawfully received by the receiving party without restriction, from a third party having the right to disseminate the information; (c) was already known to the receiving party prior to receiving it from the disclosing party and was not received from a third party in breach of that third party’s obligations of confidentiality; or (d) was independently developed by you without use of another person’s Confidential Information;

1.4 “**Consumer(s)**” means Person(s) who obtain or avail services of Freelancers inter alia by posting/ uploading project requirements via Flexiple;

1.5 “**Flexiple**” means the Flexiple website and its elements 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;

1.6 “**Freelancer(s)**” means Person(s) who apply for/express interest in the project requirements posted by the Consumers on Flexiple and render services to Consumers in accordance with such project requirements;

1.7 “**Freelancer Services**” means all services performed for or delivered to Consumers by Freelancers;

1.8 “**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;

1.9 “**Losses**” means any direct, indirect or consequential claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys’ fees), whether in contract, tort (including negligence), breach of statutory duty, or otherwise;

1.10 “**Owner**” or “**we**” or “**us**” or “**our**” refers to the Company and any of its Affiliates;

1.11 “**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;

1.12 “**User(s)**” or “**you**” includes Freelancers and Consumers and any Person that otherwise accesses or browses through Flexiple; and

1.13 “**Work Product**” means any tangible or intangible results or deliverables that Freelancer agrees to create for, or actually delivers to, Consumer as a result of performing the Freelancer Services, including, but not limited to, configurations, documents, computer programs, or other information, or customized hardware, and any Intellectual Property developed in connection therewith.

2 ELIGIBILITY OF USERS

With respect to use of Flexiple, you represent and warrant that:

2.1 If you are an individual, you are at least the age of majority under applicable law, of sound mind and solvent and otherwise competent to contract under applicable law;

2.2 If you are a Person other than an individual, you have duly been incorporated/ registered as per the provisions of relevant laws in force, and acting through persons/officials who are duly authorized to represent and bind you;

2.3 You have the authority to agree to these Terms and are not be subject to or a party to any arrangement, agreement or law which prevents or restricts you from participating on Flexiple within the country where you use Flexiple, or from offering services on Flexiple;

2.4 All information you submit while creating your account and profile are true, accurate, current, and complete, and you will update your information to maintain its truthfulness, accuracy, and completeness;

2.5 Your access and use of Flexiple will comply with all applicable laws and regulations;

2.6 You have not been previously barred from using Flexiple, neither has your account been previously terminated by us for breach of these Terms;

2.7 If you are a Freelancer, you are legally qualified and permitted to perform Freelancer Services in your capacity as an independent service provider;

2.8 Any services you provide or solicit through Flexiple are not prohibited or restricted under applicable laws, either directly or indirectly;

2.9 Any project requirements you post on Flexiple are based on genuine requirements and in good faith;

2.10 You possess the requisite Intellectual Property in the content or information you share on Flexiple including any Work Products delivered as part of the projects;

2.11 If you perform Freelancer Services, you will perform such services in a workmanlike and professional manner;

2.12 You are not included in any trade embargoes or sanctions list; and

2.13 You are not a resident or citizen of, or as applicable, not organized, incorporated or doing business in any territory subject to sanctions by the Indian government or any other sovereign country.

3 USAGE OF FLEXIPLE

3.1 User Registration/ Creation of Account

3.1.1 It is not necessary to create an account or register yourself with Flexiple to merely visit and view the website.

3.1.2 In order to be able to use and participate on Flexiple, both as a Freelancer and a Consumer, you must create an account with Flexiple. You will have the option of creating an account by submitting *inter alia* a valid email address and password (“**Account Information**”) through the account registration page.

3.1.3 You must always treat your Account Information as confidential and must not disclose it to any third party.

3.1.4 You will be solely responsible for all the activity that occurs through your account and you will notify us of any breach of security or illegal/unauthorized/compromising activity taking place through your account.

3.1.5 You do not have the right to transfer your account or assign the rights associated with such account to any third party.

3.1.6 If we change the eligibility criteria to be registered with Flexiple and you no longer comply with the new eligibility criteria (as determined by us in our sole discretion), we may suspend/close your account without any liability to us.

3.1.7 Your account may be accessed by us at any time to facilitate discussions, mediate disputes, resolve technical issues or for any other reason as necessary in our sole discretion.

3.1.8 We reserve the right to disable your use of the account or any part of it, at any time, if, in our reasonable opinion, you have failed to comply with these Terms.

3.2 Creation of Profile

3.2.1 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 their background and credentials, subject to successful completion of a curation/screening process set by us.

3.2.2 You understand and agree that your profile may be displayed publicly on Flexiple, used in our marketing communications or be shared with other Users.

3.3 Project Requirement

3.3.1 Consumers will have the facility of uploading project requirements specifying details of the Freelancer Services they seek. Access to such posts will be available only to Freelancers and not to other Consumers.

3.3.2 With a view to ensure ease of use, a standard and comprehensive questionnaire will be provided to Consumers pertaining to such project requirements. In addition to this questionnaire, Consumers may outline details and/or any further data or information.

3.3.3 Upon the posting of a project requirement by a Consumer, we will contact the Consumer with a response either (i) furnishing a list of recommended Freelancers as deemed fit for the project requirement by us; or (ii) stating that we have not identified any recommended Freelancers as deemed fit by us; or (iii) stating that we have not identified any recommended Freelancers as deemed fit by us, with a request to modify the project requirements in order to find a better match.

3.3.4 In the event that we furnish a list of recommended Freelancers suitable for the project requirement, we will provide the contact details of such recommended Freelancers to the

Consumer to facilitate interaction. The Consumer must contact the Freelancers mentioned in such list within the timelines communicated by us.

3.3.5 In any event, the Consumer must select a Freelancer from the list of recommended Freelancers furnished by us, within the timelines communicated by us .

3.4 Applications by Freelancers

3.4.1 Every Freelancer is entitled to apply for any project requirement posted on Flexiple. But at any given point in time, a Freelancer may have only 10 (ten) such applications alive and open.

3.4.2 At any given point of time, a Freelancer will only be permitted to accept and provide Freelancer Services on: (a) 1(one) full time project and 1 (one) part time project (each identified as such on Flexiple); or (b) 2 (two) part time projects. We retain the sole discretion to decide whether a project is full time or a part time project. If a Freelancer undertakes more projects on Flexiple than as permitted under this Clause 3.4.2 (*Applications by Freelancers*), such Freelancer must notify us within 10 (ten) business days of undertaking any projects beyond the permissible limit. Provided that, these limits only apply to the projects a Freelancer may undertake on Flexiple and nothing here restricts or is intended to restrict the Freelancer from undertaking work outside of Flexiple.

3.4.3 If a Freelancer's application for a project is not accepted, such Freelancer will not be eligible to apply for the same project for a period of 3 (three) months from the date on which the outcome of their application is communicated.

3.4.4 The outcome of a Freelancer's application will be made known within the timelines communicated by us at the time of application. But you acknowledge and agree that such timelines may vary depending on when the Consumer communicates its decision on the list of recommended Freelancers furnished by us.

3.4.5 It is clarified that the selection of recommended Freelancers from the list of applications will be determined as set out in Clause 3.5 (*Selection Algorithm*) below and such other criteria that we set in our sole discretion. We will not be liable for such recommendation/non-recommendation thereof, either to the Consumers or the Freelancers.

3.5 Selection Algorithm

3.5.1 Flexiple uses selection algorithms to rank and produce a list of recommended Freelancers best suited for each project requirement. The automated computation takes into consideration various factors including data/information/credentials of the Freelancers via their profile, results of the curation process/screening tests conducted by us and/or third-party service providers. These selections do not represent any fixed objective ranking or endorsement. We 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. But do note that our selection algorithms are dependent on the information you provide us, and your interactions with us during the screening process/tests. We ensure that decisions are not made solely by our selection algorithms and that they involve human intervention to eliminate any bias.

3.5.2 The listing/selection of Freelancers does not signify any endorsement by us of the credibility, authenticity, efficiency of the Freelancers and we are not liable for any Losses causes to the Freelancers or the Consumers by virtue of such selection.

3.6 Execution

The terms and conditions for rendering Freelancer Services are a matter of agreement between the Freelancer and the Consumer (each such agreement a “**Service Contract**”). However, with a view to ensure security of payments due and owing to the Freelancer:

3.6.1 the Consumer is required to inform us, 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;

3.6.2 for project requirements regarding web development and design, the Consumer is required to deposit with us the proportionate amount/monetary consideration pertaining to the week, at the beginning of every week in advance. The same will be disbursed by us to the Freelancer immediately upon the completion of the said week;

3.6.3 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 us immediately upon the 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 will be disbursed by us to the Freelancer. Upon receipt of the remaining consideration by us from the Consumer, the same will be disbursed to the Freelancer within 7 (seven) working days from the date of receipt of the consideration;

3.6.4 for project requirements apart from the ones specified under Clauses 3.6.2 and 3.6.3 (*Execution*), the Consumer is required to deposit with us the proportionate amount/monetary consideration pertaining to the week, at the beginning of every week in advance. The same will be disbursed by us to the Freelancer immediately upon the completion of the said week;

3.6.5 it is clarified that the release of the payments to the Freelancers is made only upon the Consumer’s approval of the records maintained by the Freelancer as per Clause 3.9 (*Accounts and Records*). Once the records are approved, payments are automatically released to the Freelancers and we are not liable for any delayed and/or defective service and/or non-completion of Freelancer Service. In the event of any disputes between the Consumer and Freelancer including but not limited to delayed and/or defective Freelancer Service, we cannot be held liable for any damages and/or refund of the payments released paid by us. Such disputes must be resolved in the manner set out in Clause 3.8 (*Resolution of Grievance*) below; and

3.6.6 unless otherwise agreed between Flexiple and the Consumer, for any payment due to us that is delayed more than three (3) business days past the due date, fifteen percent (15%) interest will be added to the total amount due, compounded every thirty (30) days after payment is due, in addition to collections costs and fees incurred including, without limitation, attorneys’ fees, court costs and other related collection expenses.

3.7 Service Contracts

3.7.1 If a Consumer and Freelancer decide to enter into a Service Contract, the contractual relationship directly between the Consumer and Freelancer. Consumer and Freelancer have complete discretion both with regard to whether to enter into a Service Contract with each other and with regard to the terms of any Service Contract. You acknowledge, agree, and understand that we are not a party to any Service Contract, that the formation of a Service Contract between Consumers and Freelancers will not, under any circumstance, create an employment or other service relationship between us and any Consumers/Freelancers or a partnership or joint venture between us and any Consumers/Freelancers.

3.7.2 With respect to any Service Contract, Consumers and Freelancers may enter into any written agreements that they deem appropriate (e.g., confidentiality agreements, invention assignment agreements, assignment of rights, etc.) provided that any such agreements do not conflict with, narrow, or expand our rights and obligations under these Terms.

3.8 Resolution of Grievance

3.8.1 We are not a party to, or responsible for resolution of any disputes between the Consumers and Freelancers. While we may use best efforts to help resolve any disputes, we are not obligated to provide any dispute assistance.

3.8.2 In the event either the Freelancer and/or the Consumer has any grievance pertaining to the Service Contract including but not limited to the quality of Freelancer Service or the delayed delivery of Work Product, a notice of the same must be provided by the disputing party within 10 (ten) business days in writing to suvansh@flexiple.com (“**Dispute Notice**”). Upon receipt of a Dispute Notice, we will require the Freelancer and the Consumer to provide documentation in support of their claim or position in relation to the dispute. We will on the basis of such documentation and the information in our records, endeavour to resolve such disputes. But you understand and agree that the only remedy for such dispute is the reperformance of the Freelancer Services that are the subject of such dispute and, where such Freelancer Services cannot reasonably and adequately be reperfomed, the maximum remedy is the refund of an amount equal to the hours paid for the disputed services up to a maximum of forty (40) hours.

3.8.3 In the event that a dispute cannot be resolved within 14 (fourteen) business days of submission of a Dispute Notice, and the parties to a dispute are unable to continue the engagement, 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 paid to the Freelancer on a pro-rata basis. It is clarified that we 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.

3.8.4 In the event, the Freelancer and the Consumer are able to resolve the disputes and continue with the Service Contract, 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, we will proceed with execution as per Clause 3.6 (*Execution*) above.

3.9 Accounts and Records

3.9.1 Freelancer must maintain proper accounts and records pertaining to Freelancer Services using the timekeeping tools provided by us and as otherwise required under applicable law.

3.9.2 We will have the right to (i) review and inspect such accounts and records pertaining to the Freelancer Services; and (ii) require rectifications in such accounts and records, if we believe that such accounts and records are inaccurate, false or misleading.

3.9.3 The Consumer will have the right to view, inspect and approve such records. But any dispute as to the accuracy of such records, will be dealt with in the manner provided under Clause 3.8 (*Resolution of Grievance*) above.

3.10 Relationship between the Freelancer and the Consumer

3.10.1 Flexiple is merely a facilitator between the Freelancer and the Consumer and provides a platform for access to and interaction between the Freelancer and the Consumer. The terms and conditions for providing services are the subject matter of agreement and contractual relationship between the Freelancer and the Consumer and we are not a party to such contract either directly or by implication. We are neither the agent nor an employee nor a principal of the Freelancers and the Consumers.

3.10.2 Flexiple will facilitate: (a) execution of terms and conditions of Service Contracts; and/or (b) collection and disbursement of payments for Freelancer Services. For avoidance of doubt, Flexiple shall not be responsible for negotiation of Service Contract between Freelancers and Consumers including performance (or non-performance) of Freelancer Services, quality of Freelancer Services or any Work Product.

3.10.3 We do not make any representations about or guarantee the truth or accuracy of any Freelancer's or Consumer's listings or other User content on Flexiple; do not verify any feedback or information provided about Freelancers or Consumers; or guarantee the work of Freelancers or Consumers.

3.10.4 You acknowledge, agree, and understand that we do not, in any way, supervise, direct, control, or evaluate Freelancers or their work and are not responsible for any project, project terms or Work Product. We make no representations about and do not guarantee, and you agree not to hold us responsible for, the quality, safety, or legality of Freelancer Services; the qualifications, background, or identities of the Freelancers/Consumers; the ability of Freelancers to deliver Freelancer Services; the ability of Consumers to pay for Freelancer Services; User content and statements or posts made by Users; or the ability or willingness of a Consumer or Freelancer to actually complete a transaction.

3.11 Relationship between Freelancers and us

3.11.1 As a Freelancer, you agree that you are solely responsible for determining, and have the sole right to determine, which projects to accept; the time, place, manner, and means of providing any Freelancer Services; the type of Freelancer Services you provide; and the price you charge for your services or how that pricing is determined or set.

3.11.2 You further acknowledge, agree, and understand that:

(i) Freelancers are not our employees, and are not eligible for any of the rights or benefits of employment (including unemployment and/or workers compensation insurance);

- (ii) we will not have any liability or obligations, including under or related to Service Contracts for any acts or omissions by Freelancers or other Users;
- (iii) we do not, in any way, supervise, direct, or control any Freelancer or Freelancer Services; do not impose quality standards or a deadline for completion of any Freelancer Services; and do not dictate the performance, methods or process Freelancers use to perform Freelancer Services;
- (iv) Freelancers are free to determine when and if to perform Freelancer Services, including the days worked and time periods of work, and we do not set or have any control over Freelancers' pricing, work hours, work schedules, or work location, nor are we involved in any other way in determining the nature and amount of any compensation that may be charged by or paid to Freelancer for a project;
- (v) Freelancer will be paid at such times and amounts as agreed with a Consumer in a given Service Contract, and we do not, in any way, provide or guarantee Freelancers a regular salary or any minimum, regular payment;
- (vi) we do not provide Freelancers with training or any equipment, labour, tools, or materials related to any Service Contract;
- (vii) we do not provide the premises at which Freelancers will perform the work; and
- (viii) unless otherwise agreed with their Consumers, Freelancers may use subcontractors or employees to perform Freelancer Services by delegating work on fixed-price contracts or by agreeing with their Consumers to have hourly contracts for Freelancer's subcontractor(s) or employee(s).

3.11.3 If a Freelancer uses subcontractors or employees, Freelancer further agrees and acknowledges that this Clause 3.11 (*Relationship between Freelancers and us*) applies to our relationship, if any, with Freelancer's subcontractors and employees as well and Freelancer is solely responsible for Freelancer's subcontractors and employees.

3.11.4 Subject to Clause 5 (*Payments and Taxes*), nothing in these Terms is intended to prohibit or discourage (nor should be construed as prohibiting or discouraging) you from engaging in any other business activities or providing any services through any other channels you choose. You are free at all times to engage in such other business activities and services and are encouraged to do so.

3.12 Modifications or withdrawal of Flexiple

We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, Flexiple or any part/ feature thereof without any notice and at our sole discretion. We are not liable to you and/ or any third parties for any loss such modification, suspension or discontinuation of the Flexiple and related services.

3.13 Consideration

3.13.1 Without prejudice to Clause 3.13.2 (*Consideration*) below, in the event the Consumer hires and/or employs the Freelancer recommended by us, the Consumer must pay to us, such fee as may be agreed between the Consumer and us.

3.13.2 You understand and agree that we reserve a right to receive a fee in consideration for the facilities offered by us through Flexiple. For avoidance of doubt, invoices we raise on the

Consumer are inclusive of this fee and such fee is not payable in addition to the amounts reflected in our invoices.

3.13.3 Any advance fee paid to us pursuant to Clause 3.6 (*Execution*) by the Consumer to us will be adjusted against the fee payable to us in the following month.

3.14 Taxes and Benefits

You acknowledge and agrees that you are solely responsible:

3.14.1 for all tax liability associated with payments received from Consumers through Flexiple;

3.14.2 to obtain any liability, health, workers' compensation, disability, unemployment, or other insurance needed, desired, or required by law, and that you are not covered by or eligible for any insurance from us;

3.14.3 for determining whether you are required by the applicable law to issue any particular invoices for the payments received for Freelancer Services; and

3.14.4 for determining whether you are required by applicable law to remit to the appropriate authorities any value added tax or goods and services tax or any other taxes or similar charges applicable to the payments received and remitting any such taxes or charges to the appropriate authorities, as appropriate.

Further, Freelancer agrees to promptly cooperate with us and provide copies of your tax returns and other documents as may be reasonably requested by us for purposes of any audit, including but not limited to records showing Freelancer is engaging in an independent business as represented to us.

3.15 Intellectual Property in the Work Product

3.15.1 You may agree to any terms you deem appropriate with respect to intellectual property in Work Products (*defined below*) pursuant to a Service Contract. If and to the extent that the you do not articulate any different agreement with regard to Intellectual Property in Work Products, then you agree that this Section 3.15 (*Intellectual Property in the Work Product*) applies.

3.15.2 Upon Freelancer's receipt of full payment from Consumer, the Work Product will be the sole and exclusive property of Consumer, and the Consumer will be deemed to be the author thereof. If Freelancer has any Intellectual Property to the Work Product that are not owned by Consumer upon Freelancer's receipt of payment from Consumer, Freelancer hereby automatically irrevocably assigns to Consumer all right, title and interest worldwide in and to such Intellectual Property. Except as set forth above, Freelancer retains no rights to use, and will not challenge the validity of Consumer's ownership in, such Intellectual Property. Freelancer hereby waives any moral rights, rights of paternity, integrity, disclosure and withdrawal or inalienable rights under applicable law in and to the Work Product. If payment is made only for partial delivery of Work Product, the assignment described herein applies only to the portion of Work Product delivered and paid for. The Freelancer agrees to execute all such documents as are necessary to perfect the Consumer's rights in the Work Product.

3.15.3 Consumer grants Freelancer a limited, non-exclusive, revocable (at any time, at Consumer's sole discretion) right to use the information or materials it provides, as necessary solely for the performance of the Freelancer Services under the applicable Service Contract. Consumer reserves all other rights and interest, including, without limitation, all Intellectual Property, in and to such information and materials. Upon completion or termination of the Service Contract, or upon Consumer's written request, Freelancer will immediately return all such information and materials to Consumer and further agrees to destroy all copies of such information and materials (except for Independent Work) contained in or on Freelancer's premises, systems, or any other equipment or location otherwise under Freelancer's control.

3.15.4 Upon Freelancer's receipt of full payment from Consumer for delivery of Work Product, Freelancer hereby automatically grants to Consumer an exclusive, perpetual, fully-paid and royalty-free, irrevocable and worldwide right, with rights to sublicense, to reproduce, make derivative works of, distribute, publicly perform, and publicly display in any form or medium, whether now known or later developed, make, have made, use, sell, import, offer for sale, and exercise any and all present or future rights in the Independent Work incorporated in Work Product delivered for that payment. If payment is made only for partial delivery of Work Product, the license described herein applies only to the portion of Work Product delivered and paid for. The term "**Independent Work**" means any work independently developed by a Freelancer outside the scope of their arrangement with the Consumer.

3.16 Co-operation

All parties to these Terms agree to co-operate with each other at all times, and to do, or to procure the doing of all such things, within their control, as are necessary for putting these Terms and/or any Service Contract into effect. This includes without limitation, timely responses to emails, timely updation or approval of timesheets, timely payment of all invoices and adherence to all agreed guidelines and applicable Policies.

4 PROHIBITED USE

4.1 You understand that you, and not we, are responsible for your conduct while accessing or using Flexiple. You agree to use Flexiple only for legal purposes and in accordance with these Terms.

4.2 We do not allow any activity or content on Flexiple that:

4.2.1 belongs to another Person and on which you do not have any right to communicate;

4.2.2 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;

4.2.3 harms minors in any way;

4.2.4 infringes any Intellectual Property of third person;

4.2.5 violates the law in force;

- 4.2.6 deceives or misleads any Person;
- 4.2.7 is grossly offensive or menacing in nature;
- 4.2.8 impersonates another Person;
- 4.2.9 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 or us;
- 4.2.10 threatens the unity, integrity, defence, security or sovereignty of India or any other sovereign country, 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;
- 4.2.11 interferes with other users' enjoyment of Flexiple;
- 4.2.12 exploits Flexiple for any unauthorized commercial purpose;
- 4.2.13 is aimed at modifying, adapting, translating, or reverse engineering any portion of Flexiple;
- 4.2.14 is aimed at reformatting or framing any portion of Flexiple;
- 4.2.15 is aimed at probing, scanning, or testing the vulnerability of any system, security or authentication measures implemented by us or otherwise tamper or attempt to tamper with our technological design and architecture;
- 4.2.16 is aimed at gaining unauthorized access to, interfere with, or damage, any server, computer, or database used by us for providing Flexiple;
- 4.2.17 is antisocial, disruptive, or destructive, including 'flaming', 'spamming', 'flooding', 'trolling', 'phishing' or 'griefing' as these terms are commonly understood and used on the internet;
- 4.2.18 involves using any spider, site search/retrieval application, or other device to retrieve or index any portion of Flexiple or the content posted on Flexiple, or to collect information about its Users for any unauthorized purpose;
- 4.2.19 involves accessing or using Flexiple for the purpose of creating a product or service that is competitive with any of our products or services;
- 4.2.20 involves creation of accounts by automated means or under false or fraudulent pretences;
- 4.2.21 involves distribution or publishing of any unsolicited marketing/advertisements;
- 4.2.22 is aimed at circumventing, or bypassing any restrictions placed by us; or
- 4.2.23 is false, incorrect, inaccurate or fraudulent.

4.3 We have the right at all times to disclose any information (including the identity of the Persons uploading or hosting such information) as necessary to satisfy any law, regulation, valid governmental request or as necessary in our opinion for the resolution of a criminal offence.

4.4 If you engage in any activity prohibited by these Terms, we may immediately suspend or terminate your account and prevent you from accessing or using Flexiple.

5 PAYMENTS AND TAXES

5.1 All payments made by you on Flexiple must be made in the currency we specify. We will not facilitate transactions with respect to any other form of currency on Flexiple.

5.2 You shall pay the amount due for the services rendered to you through the payment methods offered on the Platform, including without limitation, wire transfer, bank transfer, credit card, debit card or electronic wallet. By making a payment through us, you undertake that the credit or debit card details or third-party electronic wallet login credentials that you provide are for your own credit card, debit card, or electronic wallet account, and that you have sufficient funds to make the payment for the applicable amount.

5.3 You understand, accept and agree that the payment facility provided by us is neither a banking nor financial service but is merely an electronic payment, collection and remittance facility for completing transactions using the existing authorized banking infrastructure and payment services. By providing the payment facility, we are neither acting as trustees nor acting in a fiduciary capacity with respect to the Service Contract or the fee payable pursuant to such Service Contract.

5.4 In connection with your use of Flexiple, we will obtain certain transaction and payment instrument details, which we will use solely in accordance with our Privacy Policy.

5.5 Except to the extent otherwise required by applicable law, we are not liable for any payments authorized through Flexiple using your payment details. Particularly, we are not liable for any payments that do not complete because: (1) your payment card or bank account or third party wallet does not contain sufficient funds to complete the transaction or the transaction exceeds the credit limit in respect of the payment details provided; (2) you have provided us with incorrect details; (3) your payment card has expired; or (4) circumstances beyond our control (such as, but not limited to, power outages, interruptions of cellular service, or any other interferences from an outside force) prevent the execution of the transaction.

5.6 We may be required by applicable law to collect taxes or levies including, without limitation, withholding income tax or value added tax or goods and services tax in the jurisdiction of the Freelancer (the "**Taxes**"). In such instances, any amounts we are required to collect or withhold for the payment of any such Taxes shall be collected in addition to the fees owed to us under these Terms.

6 NON-CIRCUMVENTION

6.1 Payments:

6.1.1 You acknowledge and agree that a substantial portion of the compensation we receive for making Flexiple available to you is collected through the fee described in Clause 3 (*Usage of Flexiple*) and that in exchange a substantial value to you is the relationships you make with other Users, such as identifying or being identified by a suitable Person through Flexiple (the "**Flexiple Relationship**"). Flexiple only receives the fee when a Consumer and a Freelancer pay and receive payment through Flexiple. Therefore, except as set out in Clause 6.2 (*Communication*), for

24 (twenty-four) months from the start of an Flexiple Relationship (the “**Non-Circumvention Period**”), you agree to use Flexiple as your exclusive method to request, make, and receive all payments arising out of, or in relation to your Flexiple Relationship, directly or indirectly. Further, you agree not to circumvent the payment methods offered on Flexiple. For avoidance of doubt, if you, or the business you represent, did not identify and were not identified by another Person through Flexiple, such as if you and another User worked together before meeting on Flexiple, then the Non-Circumvention Period does not apply. If you use Flexiple as an employee, agent, or representative of another business, then the Non-Circumvention Period applies to you and other employees, agents, or representatives of the business or its successor when acting in that capacity with respect to the other User. Without limitation to the generality of this Clause 6.1 (*Payments*), you agree not to:

- Offer or solicit or accept any offer or solicitation from parties identified through Flexiple to contract, hire, invoice, pay, or receive payment in any manner other than through Flexiple.
- Invoice or report on Flexiple an invoice or payment amount lower than that actually agreed, made, or received between Users.
- Refer a User you identified on Flexiple to a third-party who is not a User of Flexiple for purposes of making or receiving payments other than through Flexiple.

6.1.2 You agree to notify Flexiple immediately if a Person suggests to you making or receiving payments other than through Flexiple in violation of this Clause 6.1 (*Payments*) or if you receive unsolicited contact outside of Flexiple. If you are aware of a breach or potential breach of this non-circumvention clause, please submit a confidential report to Flexiple at hreshikesh@flexiple.com.

6.1.3 You acknowledge and agree that a violation of any provision in this Clause 6.1 (*Payments*) is a material breach of these Terms. Your account may be terminated if you violate this Clause 6.1 (*Payments*).

6.2 Communication:

6.2.1 Users agree to use the communication services available on Flexiple to communicate with other Users prior to entering into a Service Contract. You agree that prior to entering into a Service Contract, you (a) will use Flexiple as the sole manner to communicate with other Users; (b) will not provide any information that helps in directly contacting you outside of Flexiple (“**Direct Contact Details**”) to any other User or another Person that you identified or were identified by through Flexiple; (c) will not use Direct Contact Details of another user to attempt to or to communicate with, solicit, contact, or find the contact information of a User outside of Flexiple; (d) will not ask for, provide, or attempt to identify through public means the contact information of another User; and (e) you will not include any Direct Contact Details or means by which your contact information could be discovered in any profile, proposal, job posting, invitation, or pre-hire communication through Flexiple’s communications services (including in each case in any attached file), except as otherwise provided on Flexiple.

6.2.2 You acknowledge and agree that a violation of any provision of this Clause 6.2 (*Communication*) is a material breach of the Terms.

6.3 Opting Out

6.3.1 You may opt out of the obligations in Clause 6 (*Non-Circumvention*) with respect to each Flexiple Relationship by paying us a direct placement fee (and not as a penalty) which is the higher of: the amount equivalent (at the prevailing rate) of four-hundred and eighty (480) hours or three (3) months' worth of such Freelancer's services for each Flexiple Relationship, unless Client and Freelancer have had a Flexiple Relationship for at least two (2) years.

6.3.2 You agree and permit us to charge your payment method the direct placement fee (including interest) in advance, if permitted by law or send you an invoice for the direct placement fee (including interest), which you agree to pay before you start the engagement with Freelancer.

6.3.3 Notwithstanding the foregoing, this Clause 6.3 (*Opting Out*) will only come into force after the Freelancer has performed Freelancer Services for a period of at least 12 (twelve) months through Flexiple.

7 INTELLECTUAL PROPERTY RIGHTS

7.1 We or our licensors own all right, title, and interest in and to Flexiple, all content therein (except your content) and all related technology and Intellectual Property. Subject to these Terms and on payment of applicable fee, we grant you a limited, revocable, non-exclusive, non-sublicensable, non-transferrable license ("**Limited License**") to do the following:

7.1.1 access and use Flexiple solely in accordance with these Terms; and

7.1.2 copy, use and share the content on Flexiple solely in connection with your permitted use of Flexiple.

7.2 Except as provided in this Clause 7 (*Intellectual Property Rights*), you obtain no Intellectual Property rights under these Terms from us.

7.3 You may not without our express written consent:

7.3.1 systematically extract/ or re-utilise parts of Flexiple (or content on it) without our express written consent;

7.3.2 create and/ or publish your own database that features substantial parts of Flexiple; or

7.3.3 make any commercial or derivative use of Flexiple, any project listings or Freelancer database.

7.4 When you upload or post content on Flexiple, you grant us a perpetual, worldwide, non-exclusive, royalty-free license (with the right to sublicense it for the purposes of marketing and promotional activities) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute such content in any and all media or distribution methods. We may adapt the form of the content in order to transmit, display or distribute it on Flexiple and in various media and/or make changes to the content as are necessary to conform and adapt that content to any requirements or limitations of networks, devices, services, or media. We reserve the right to disclose your identity to any third party who is claiming that the content posted or uploaded by you to Flexiple constitutes a violation of Intellectual Property, or right to privacy of such third

party. You also give each User and Flexiple visitor the right to access and use your content through Flexiple. They also have the right to use, copy and share your content subject to these Terms and applicable law. For example, if you are a Freelancer, we may share your profile with a Consumer. Such Consumer may use your profile information to make a decision about engaging you for Freelancer Services.

7.5 If you provide any suggestions to us for improvement of Flexiple, we will be entitled to use such suggestions without restriction. You hereby irrevocably assign to us all right, title, and interest in and to such suggestions and agree to provide us any assistance we require to document, perfect, and maintain our rights in such suggestions.

8 CONSEQUENCE OF BREACH

In the event you fail to adhere to the Terms herein and other Policies or use Flexiple in contravention of the provisions of the laws in force, apart from resorting to legal remedies, both civil and criminal, we can terminate your account forthwith, suspend your activities/privileges forthwith, remove any objectionable information/data including profiles, project requirements and reviews/comments posted, without any prior notice, at our absolute discretion.

9 INDEMNITY

You will indemnify, defend, and hold harmless the Indemnified Parties (*defined below*) for all Losses relating to or arising out of:

- 9.1 the use of Flexiple by you or your agents, including any payment obligations or default incurred through use of Flexiple;
- 9.2 any Work Product or content developed, provided, or otherwise related to your use of Flexiple;
- 9.3 any Service Contract entered into by you or your agents;
- 9.4 our classification as an employer or joint employer of a Freelancer, any employment-related claims, such as those relating to employment termination, employment discrimination, harassment, or retaliation, and any claims relating to employee benefits;
- 9.5 you or your agents' violation of these Terms;
- 9.6 you or your agents' violation of applicable law;
- 9.7 you or your agents' negligence, wilful misconduct, or fraud; and
- 9.8 defamation, libel, violation of privacy rights, unfair competition, or infringement of Intellectual Property or allegations thereof to the extent caused by you or your agents.

For purposes of this Clause 9 (*Indemnity*), the term “**agent**” includes any Person who has apparent authority to access or use your account demonstrated by using your Account Information.

10 DISCLAIMERS

10.1 We provide Flexiple “as is” and “as available,” without warranty of any kind. Without limiting this, we expressly disclaim all warranties, whether express, implied or statutory, regarding Flexiple including without limitation any warranty of merchantability, fitness for a particular purpose, title, security, accuracy and non-infringement.

10.2 We do not warrant that Flexiple will meet your requirements; that any services provided by us on Flexiple will be uninterrupted, timely, secure, or error-free; that the information provided through Flexiple is accurate, reliable or correct; that any defects or errors will be corrected; that Flexiple will be available at any particular time or location; or that Flexiple is free of viruses or other harmful components. You assume full responsibility and risk of loss resulting from your downloading and/or use of files, information, content or other material obtained from Flexiple.

10.3 Flexiple may include hyperlinks to other websites or resources (collectively, the “**External Sites**”), which are provided solely as a convenience to you. We have no control over any External Sites. We are not responsible for the availability of any External Sites, we do not endorse any advertising, products or other materials on or made available from or through any External Sites. Further, we are not liable for any loss or damage which may be incurred as a result of the availability or unavailability of the External Sites, or as a result of any reliance placed by you upon the completeness, accuracy or existence of any advertising, products or other materials on, or made available from, any External Sites.

11 LIMITATION OF LIABILITY

11.1 We, our licensors, and each of their respective employees, officers, directors, agents and representatives (“**Indemnified Parties**”) will not be liable to you or to any third party for any indirect, incidental, special, consequential, or exemplary damages which you may incur. This includes any loss of profits (whether incurred directly or indirectly), loss of goodwill or business reputation, loss of data, cost of procurement of substitute services, diminution of value or any other intangible loss, even if we have been advised of the possibility of such damages.

11.2 Notwithstanding the above, in no event will our total aggregate liability for all claims arising out of or relating to these Terms or your access to or use of (or your inability to access or use) Flexiple, exceed the lowest permissible amount under law or INR 1,000/- (Rupees One Thousand Only), whichever is lower.

11.3 We have made Flexiple available to you and entered into these Terms in reliance upon the representations and warranties, disclaimers and limitations of liability set forth in these Terms, which reflect a reasonable and fair allocation of risk between us and you and form an essential basis of the bargain between us and you. We would not be able to provide Flexiple to you without these limitations.

12 GRIEVANCE OFFICER

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

13 NOTICES

Any notice under these Terms and/or any other Policies will be communicated via email and will be considered delivered immediately upon delivery of such email. The email address for addressing such communication to us is hrishikesh@flexiple.com and for communication to you, the email address you provide at the time of registering or creating the account (or as amended by notice to us).

14 GOVERNING LAW

These Terms will be construed and interpreted in accordance with and governed by the applicable laws of India (without regard to conflict of law principles). Subject to Clause 15 (*Arbitration*), the courts at New Delhi will have exclusive jurisdiction over matters arising out of relating to these Terms and any other policies uploaded from time to time.

15 ARBITRATION

All disputes, difference, controversy or claim arising out of or in connection with these Terms including any question regarding its existence, validity or termination and interpretation of the clauses herein, will be referred to/submitted to arbitration and will be finally settled in accordance with the fast-track provisions of Indian 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 New Delhi. The language to be used in such proceedings is English.

16 CONFIDENTIALITY

16.1 All parties to these Terms (including us and the Users) must maintain any Confidential Information received pursuant to these Terms in strict confidence and not disclose the same to any third party in any manner whatsoever. The party receiving Confidential Information (“**Recipient**”) must protect the secrecy of the disclosing party’s Confidential Information with the same degree of care as they use to protect their own Confidential Information, but in no event with less than due care. Upon a written request from the disclosing party or upon the termination of these Terms, the Recipient will promptly destroy or return the disclosing party’s Confidential Information and any copies thereof contained in or on its premises, systems, or any other equipment otherwise under its control.

16.2 The Confidential Information provided to a Recipient pursuant to these Terms is solely for the purposes of fulfilling the transactions envisaged herein and must not be exploited for any other purpose whatsoever.

16.3 The Recipient may disclose the disclosing party’s Confidential Information to its employees, sub-contractors and agents on a need to know basis and shall ensure that such persons have executed a non-disclosure agreement with confidentiality obligations at least as stringent as these Terms.

16.4 Except as provided herein, the disclosing party retains all rights, titles and interests to its Confidential Information and nothing herein conveys or is intended to convey any rights in and to such Confidential Information to any Person.

16.5 Notwithstanding anything contained in this Clause 16 (*Confidentiality*), the Recipient may disclose Confidential Information pursuant to the order of a court or administrative body of competent jurisdiction or a government agency or as otherwise required to comply with applicable law. Provided that, upon receiving such order, the Recipient shall notify the disclosing party prior to such disclosure and will cooperate with the disclosing party in the event such party elects to legally contest, request confidential treatment, or otherwise avoid such disclosure.

17 TERM & TERMINATION

17.1 The Terms will continue to form a valid and binding contract between us and will continue to be in full force and effect till the time you continue accessing and using Flexiple.

17.2 We reserve the right to immediately discontinue your access to Flexiple at any time, with or without cause. These Terms will be deemed automatically terminated on the occurrence of such event.

17.3 You may deactivate your Flexiple account by using the account deactivation mechanism on Flexiple. Upon deactivation of your account by you, you will not be able to use Flexiple or its services until your account is reactivated in the manner provided by us. It is clarified that you will not be able to deactivate your account during the pendency of a project requirement and until the expiry of the project as per the timelines stated in Clause 3.6 (*Execution*) above or early determination thereof.

17.4 These Terms are co-terminus with the closure of your account. You may close your account and terminate these Terms for any reason by providing a 30 (thirty) days' prior notice to our grievance officer.

17.5 Effect of Termination:

17.5.1 except as provided in this Clause 17.5 (*Effect of Termination*), all your rights under these Terms immediately terminate;

17.5.2 the termination of these Terms (or attempt to terminate these Terms) does not terminate or otherwise impact any Service Contract or project entered into between Users. If you attempt to terminate these Terms while having one or more open projects, you agree (a) you hereby instruct us to close any open contracts; (b) you will continue to be bound by these Terms until all such projects have closed on Flexiple; (c) we will continue to perform those services necessary to complete any open project or related transaction between you and another User; and (d) you will continue to be obligated to pay any amounts accrued but unpaid as of the date of termination or as of the closure of any open contracts, whichever is later, to us for any services or such other amounts owed for any Freelancers Services;

17.5.3 personal data or information you share with us will be retained only in accordance with our Privacy Policy; and

17.5.4 notwithstanding anything to the contrary in these Terms, Clauses 3 (*Usage of Flexiple*), 5 (*Payments and Taxes*), 6 (*Non-Circumvention*), 7 (*Intellectual Property Rights*), 8 (*Consequence of Breach*), 9 (*Indemnity*), 10 (*Disclaimers*), 11 (*Limitation of Liability*), 14 (*Governing Law*), 15 (*Arbitration*), 16 (*Confidentiality*), 18 (*Miscellaneous*) and this Clause 17.5 (*Effect of Termination*) will continue to apply in accordance with their terms.

18 MISCELLANEOUS

18.1 *Entire Agreement.* These Terms, our applicable Policies, and any other statement of work or work orders that you sign with us, constitute the entire legal agreement between you and us as to the subject matter in question and will supersede all previous discussions in connection with this subject matter.

18.2 *No Third-Party Beneficiaries.* These Terms do not and are not intended to confer any rights or remedies upon any Person other than you.

18.3 *Severability.* Should any part of these Terms be held invalid, illegal, void or unenforceable, that portion will be deemed severed from these Terms and will not affect the validity or enforceability of the remaining provisions of these Terms.

18.4 *No Waivers.* Our failure or delay to exercise or enforce any right or provision of these Terms will not constitute or be deemed a waiver of future exercise or enforcement of such right or provision. The waiver of any right or provision of these Terms will be effective only if in writing and signed for and on behalf of us by a duly authorized representative.

18.5 *Assignment.* Except as permitted under these Terms, you may not assign any of your rights or obligations under these Terms, without our prior written consent. We may assign our rights and obligations under these Terms in our sole discretion to an Affiliate, or in connection with an acquisition, sale or merger.

18.6 *Independent Contractors.* You and we are independent contractors. Nothing in these Terms will be deemed to constitute a joint venture or partnership between you and us. Neither party will have the right to bind the other in any manner.

18.7 *Force Majeure.* The parties to these Terms will not be responsible for the failure to perform, or any delay in performance of, any obligation hereunder for a reasonable period due to labour disturbances, accidents, fires, floods, telecommunications or Internet failures, pandemic, epidemic, strikes, wars, riots, rebellions, blockades, acts of government, governmental requirements and regulations or restrictions imposed by law or any other conditions beyond the reasonable control of such party.