TERMS OF USE AGREEMENT

These terms of use (this “Agreement” or “Terms of Use”) set forth the standards of use of Flexing It Services Private Limited and its affiliates and subsidiaries (referred to herein as “Flexing It”, “we”, “our” or “us”) located at http://www.flexingit.com and all of its associated pages, related sub-domains, websites, services and tools or any successor site collectively referred to herein as the “Website”.

The words “You” or “User” as used herein, refer to all individuals and/or entities accessing or using the Website for any reason.

By using/browsing the Website, You represent that You have read and agree to be bound by the terms of this Agreement, as well as any other guidelines, privacy policy, rules and additional terms referenced herein, collectively referred to as “Terms of Use”. These Terms of Use set out the legally binding terms with respect to Your access and use of the Website provision of the Services (as defined below).

Please read these Terms of Use carefully. Your access to Website and/or use of the Service constitutes Your acceptance of all the provisions of these Terms of Use. If You are unwilling to be bound by these Terms of Use, do not access the Website and/or use the Services.

1. Definitions

(i) “Account” means the account successfully opened by the User on the Website by inserting information such as name, registration details (if a juristic person), contact details, user name, password as required to be filled in the webpage during the Registration Process and includes any further changes and additions to the information from time to time.

(ii) “Skill Provider” means any User who accesses the Website or uses the Services with an intention to secure projects/assignments.

(iii) “Opportunity-Provider” means any company or any other entity which accesses the Website or uses the Services with an intention to provide projects / assignments to the eligible Skill Providers in its own organisation or in facilitating Skill Providers to get projects/assignments in any other organisation for a term as detailed by it.

(iv) “Member” means the User who has completed the Registration Process successfully as per Clause 6 of this Agreement.

2. Eligibility.

By checking any acceptance boxes, clicking any acceptance buttons, submitting any text or content or simply by making any use of the Website and accessing/browsing our Website you (i) accept the Terms of Use that appear below and agree to be bound by each of its terms, and (ii) represent and warrant to Flexing It that: (a) You are at least eighteen (18) years of age, or the required legal age in your jurisdiction, and have the authority to enter into this Agreement; (b) this Agreement is binding and enforceable against you; (c) to the extent an individual is accepting this Agreement on behalf of an entity, such individual has the right and authority to agree to all of the terms set forth herein on behalf of such entity; and (d) You have read and understand Flexing It’s Privacy Policy, the terms of which are posted at the
Website and incorporated herein by reference (the "Privacy Policy"), and agree to abide by the Privacy Policy. This Agreement between you and Flexing It shall come into effect on the date on which you use/browse the Website. If membership or use of this Website is void where prohibited by applicable law, the right to access the Website will be deemed to be revoked in such jurisdictions ab initio.

3. **Services.**

3.1 The use of this Website entitles the User, whether a Skill Provider or an Opportunity Provider, to avail certain services as provided in the following clauses ("Services") and interpretation of the term "Services" shall be done accordingly depending upon the context.

3.2 If the Skill Providers have completed registration as per Clause 6.1, they shall be entitled to search for a project/assignment and view project/assignment listings and snapshots of the projects/assignments.

3.3 If the Opportunity Providers have completed simple registration as per Clause 6.2, they shall be entitled for listing projects/assignments and after the screening, verification and approval of the same they can communicate with the Skill Providers.

3.4 The Website reserves the right to change the nature of Services at its sole discretion. Such change may be notified to the User by publishing the same on the Website.

4. **Use of the Website.**

4.1 You agree, undertake and confirm that your use of the Website shall be strictly governed by the following binding principles:

(i) You shall not host, display, upload, modify, publish, transmit, update or share any information or item that:

   (a) belongs to another person and to which you do not have any right to;

   (b) is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic,

   (c) pedophilic, libelous, 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;

   (d) harms minors in any way;

   (e) infringes any patent, trademark, copyright or other proprietary rights;

   (f) violates any law for the time being in force;

   (g) deceives or misleads the addressee/users about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
(h) impersonates another person;

(i) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;

(j) threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation;

(k) shall not be false, inaccurate or misleading;

(l) shall not create liability for us or cause us to lose (in whole or in part) the services of our ISPs or other suppliers; and

(ii) You enable Flexing It to use the information you supply us with ("Information") so that we are not violating any rights you might have in your information, you agree to grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to exercise the copyright, publicity, and database rights (but no other rights) you have in your Information, in any media now known or not currently known, with respect to your Information. Flexing It will only use your Information in accordance with this Agreement and Flexing It's Privacy Policy.

4.2 As a condition of use, you promise not to use the Service for any purpose that is prohibited by these Terms of Use. You are responsible for all of your activity in connection with the Service. Flexing It has no obligation to monitor the Website, Content, or User Submissions. However, Flexing It reserves the right to: (i) remove, suspend, edit or modify any Content in its sole discretion, including without limitation any User Submissions at any time, without notice to you and for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Content or if Flexing It is concerned that you may have violated these Terms of Use), or for no reason at all; and (ii) to remove, suspend or block any User Submissions from the Website. Flexing It also reserves the right to access, read, preserve, and disclose any information as Flexing It reasonably believes is necessary to: (i) satisfy any applicable law, regulation, legal process or governmental request; (ii) enforce these Terms of Use, including investigation of potential violations hereof; (iii) detect, prevent, or otherwise address fraud, security or technical issues; (iv) respond to user support requests; or (v) protect the rights, property or safety of Flexing It, its users and the public.

4.3 Users shall not use the Website in order to transmit, distribute, store or destroy material, including without limitation content provided by the Website:

(i) in a manner that will infringe the copyright, trademark, trade secret or other intellectual property rights of others or violate the privacy, publicity or other personal rights of others, or

(ii) that harasses or advocates harassment of another person.
4.4 Users shall not use the Website to collect any information about other Users including Members (including usernames and/or email addresses) for any purpose other than to solicit applications for project/assignment listings; or modify, adapt, translate, or reverse engineer any portion of the Website and/or Services.

4.5 Users are also prohibited from violating or attempting to violate the security of the Website, including, without limitation the following activities: (i) accessing data not intended for such User or logging into a server or account which the User is not authorized to access; (ii) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorisation; (iii) attempting to interfere with service to any User, host or network, including, without limitation, via means of submitting a virus to Website, overloading, “flooding”, “spamming”, “mailbombing” or “crashing”; or (iv) forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting. Violations of system or network security may result in civil or criminal liability.

5. Remedies with the Website.

5.1 You understand and agree that the Website may review any content or project/assignment listing and in case the Website finds, in its sole discretion, that the User violates any terms of this Agreement especially Clause 4, the Website reserves the right to take actions to prevent/control such violation including without limitation, removing the offending communication or content from the Website and/or terminating the Membership of such violators and/or blocking their use of the Website and/or Service.

5.2 The Website shall also be entitled to investigate occurrences which may involve such violations and take appropriate legal action, involve and cooperate with law enforcement authorities in prosecuting Users who are involved in such violations.

5.3 In order to ensure a safe and effective experience for all the Users, the Website reserves the right to limit the amount of data (including resume views) that may be accessed by them in any given time period. These limits may be amended in the Website’s sole discretion from time to time.


6.1 No registration is required if you use the Website to browse. You may browse the Website and view content without registering, but as a condition to using certain aspects of the Website, you are required to register with Flexing It, by creating an account ("Account") on the Website and represent, warrant and covenant that you provide us with accurate and complete registration information (including, but not limited to a user name ("User Name"), e-mail address and a password you will use to access the Website) and to keep your registration information accurate and up-todate. Failure to do so shall constitute a breach of the User Agreement, which may result in immediate termination of your Account.

6.2 For the purpose of this User Agreement, Account means the account successfully opened by the User on the Website by inserting information such as but not limited to name, contact details, user name and password as required to be filled in the
registration process and include any further changes and additions to the information from time to time.

You shall not:

(i) create any Account for anyone other than yourself without such person's prior written permission;

(ii) use a User Name that is the name of another person with the intent to impersonate that person;

(iii) use a User Name or Account that is subject to any rights of a person other than you without appropriate written authorization; or

(iv) use a User Name that is a name that is otherwise offensive, vulgar or obscene or otherwise unlawful.

6.3 Flexing It reserves the right to refuse registration of, or cancel a User Name in its sole discretion. You are solely responsible and liable for all activity that occurs on your Account and shall be responsible for maintaining the confidentiality of your Flexing It User Name and password. You shall never use another user's account without such other user's prior express permission. You will immediately notify Flexing It in writing of any unauthorized use of your Account, or other Account related security breach of which you are aware.

6.4 Any conduct by a User that in Flexing It's exclusive discretion is in breach of the Terms of Use or which restricts or inhibits any other User from using or enjoying the Services is strictly prohibited. You represent that you are solely responsible for ensuring that these Terms of Use are in compliance with all laws, rules and regulations applicable to you and the right to access the Service is revoked where these Terms of Use or use of the Service is prohibited and, in such circumstances, you agree not to use or access the Website or Services in any way.

The User to be entitled to avail the Services shall have to complete the registration process ("Registration Process") as provided below:

6.5 For Skill Providers

The Registration Process may involve only simple registration or may involve simple registration and complete skill profile creation depending on the need of the Skill Provider. After simple registration, the Skill Provider needs to fill in the details in the complete skill profile. The Skill Provider understands and agrees that the Website will screen and verify the information provided by the Skill Provider in the complete skill profile and at its sole discretion, increase the amount or number of information for the Registration Process and may ask for further information even after Registration Process. The Website may in its sole discretion, close the Account, if any information provided is found to be false or the information provided is not sufficient. After the screening and verification of the information provided by the Skill Provider, the Website may allow the Skill Provider apply for listings of projects/assignments.
6.6 **For Opportunity-Providers:**

The Registration Process may involve only simple registration. Simple registration is mandatory for the Opportunity-Provider and requires the Opportunity-Provider to provide certain basic information about itself such as company name, name of the authorised person and industry description and accordingly create an Account. Simple registration entitles the Opportunity Providers to avail Services as provided in Clause 3.3 of this Agreement. After the simple registration is completed, the Opportunity-Provider is required to fill listings of projects/assignments any time within the term of this Agreement by providing detailed information as requested in the Account for screening and verification and after such screening and verification the Opportunity Provider’s listings of projects/assignments will be listed. The Opportunity-Provider understands and agrees that the Website may screen and verify the information provided by the Opportunity-Provider and at its sole discretion, increase the amount or number of information for the Registration Process and may ask for further information even after Registration Process. Once you have completed the Process Registration Process you are assigned a unique id and information such as your name, contact details and resume are only shared when you apply for an opportunity or provide consent to be contacted. The Website may in its sole discretion, close the Account, if any information provided is found to be false or the information provided is not sufficient.

Notwithstanding anything contained in clause 6.6 of this Agreement, the Website may at its sole discretion, post the details of the Opportunity Provider, for any of its promotion scheme.

7. **Modification of Terms of Use.**

You understand and agree that these Terms of Use, the Website and the Services can be modified by the Website at its sole discretion, at any time without prior notice, and shall be immediately effective. You agree to review the Terms of Use periodically so that You are aware of any such modifications and the Website shall not be liable for any loss suffered by You on Your failure to review such modified Terms of Use. Unless expressly stated otherwise, any new features, new services, enhancements or modifications to the Website or Service implemented after Your initial access of Website or use of the Service shall be subject to these Terms of Use.

8. **Maintenance.**

The Website may at its sole discretion and without assigning any reason whatsoever at any time deactivate or suspend the User’s access to the Website and/or the Services (as the case may be) without giving any prior notice, to carry out system maintenance or upgrading or testing or repairs or other related work. Without prejudice to any other provisions of this Agreement, the Website shall not be liable to indemnify the User for any loss or damage or costs or expense that the User may suffer or incur, and no fees or charges payable by the User to the Website shall be deducted or refunded or rebated, as a result of such deactivation or suspension.

9. **Term and Termination.**

9.1 These Terms of Use, with modifications as contemplated, shall remain in full force and effect during the use of the Website for all Users.
9.2 For Members, the Terms of Use shall commence from the start of the Registration Process as per Clause 6 of this Agreement and shall be valid till such time the account is not deleted by such Member from such commencement, unless terminated earlier by Flexing It or the User.

9.3 These Terms of Use, with modifications as contemplated, shall remain in full force and effect during the use of the Website for all Users.

9.4 Flexing It may terminate your access to all or any part of the Service, with or without cause, with or without notice, effective immediately, which may result in the forfeiture and destruction of all information associated with your Account. If you wish to terminate your Account, you may do so by following the instructions on the Website. Any fees paid hereunder are non-refundable. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

9.5 Notwithstanding anything contained in the Terms of Use, Clauses 4, 5, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22 and 23 shall survive any termination or expiration of these Terms of Use.

10. **Grievance Officer.**

In accordance with Information Technology Act, 2000 and rules made there under, the name and contact details of the Grievance Officer are as under:

Name - Sudhakar Mishra
Email – info@flexingit.com

In the event you wish to make a complaint regarding any violation of the provisions of these Terms of Use, you may send a written complaint to the Grievance Officer, who shall redress the complaint within one (1) month.

11. **Ownership.**

Except for the content submitted by the Members or the Users, any material, content or logos, marks, software on or part of the Website and all aspects thereof, including all copyrights and other intellectual property or proprietary rights therein, is owned by the Company or its licensors. You acknowledge that the Website and any underlying technology or software on the Website or used in connection with rendering the Services are proprietary information owned or duly licensed to the Company, except where it is indicated otherwise. You are prohibited to modify, reproduce, distribute, create derivative works of, publicly display or in any way exploit, any of the content, software, marks, logos, and/or materials available on the Website in whole or in part except as expressly allowed under the Terms of Use. You have no other express or implied rights to use, in any manner whatsoever, the content, software, marks, logos, and/or materials available on the Website.

12. **Copyright Dispute Policy.**

The Website has adopted the following general policy towards copyright infringement. The contact details of the Website’s Grievance Officer to receive
notification of claimed infringement is provided in Clause 10. The policy followed by us is as follows:

12.1 **Website’s Policy.**

(i) It is the Website’s policy to block access to or remove material that it believes in good faith to be copyrighted material that has been illegally copied and distributed by any of the Website’s advertisers, affiliates, content providers, Members or Users; and remove and discontinue Services to repeat offenders.

(ii) Procedure for reporting purported copyright infringements: If You believe that Your copyrighted material or content is posted, uploaded or made accessible through the Website or Services, please inform the Grievance Officer of such material or content and provide us with the following information (“**Bona Fide Infringement Notification**”):

(iii) Details of the ownership of the copyright and if applicable, a physical or electronic signature of a person authorised to act on behalf of the owner of the copyright that has been allegedly infringed;

(iv) Details of works or materials that You believe are being infringed;

(v) Identification of the material or content on the Website that is claimed to be infringing Your copyrighted works including information regarding the location of such materials with sufficient detail to enable the Website to find and verify such materials;

(vi) Your contact information including address, telephone number and, if available, email address;

(vii) A statement by You that You have a bona fide belief that the publication or uploading of the copyrighted material has not been authorised by either by (a) the copyright owner; (b) his authorised agent, or (c) the law; and

(viii) A statement by You setting out either that You are the owner of the copyrighted work or have been authorised by the owner to communicate with the Website with regard to the use, publication, uploading of the copyrighted work on the Website.

12.2 Once the Website has received a Bona Fide Infringement Notification, the Website shall have the right to, at its sole discretion, to: (i) remove or disable access to the material claimed to having breached the notifier’s copyrighted works; and (ii) to notify the Content provider, Member or User that it has removed or disabled access to the material.

12.3 Procedure to Supply a Counter-Notice to the Grievance Officer: If the content provider, Member or User believes that the material that was removed or to which access was disabled is either not infringing, or the content provider, Member or User believes that it has the right to post and use such material from the copyright owner, the copyright owner's agent, or pursuant to the law, the content provider, Member or User must send a counter-notice containing the following information to the Grievance Officer listed below:

(i) A physical or electronic signature of the content provider, Member or User;
Identification of the material that has been removed or to which access is has been disabled and the location at which the material appeared before it was removed or disabled;

A statement that the content provider, Member or User has a good faith belief that the material was removed or disabled as a result of mistake or a misidentification of the material; and

The provider's, Member's or User's name, address, telephone number, and, if available, email address and a statement that such person or entity consents to the jurisdiction of the competent court in Delhi.

Removal: If a counter-notice is received by the Grievance Officer, the Website may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed material or cease disabling it in 10 (ten) business days. Unless a court of competent jurisdiction gives direction against removal of such material, the removed material may be replaced or access to it restored at any time at the sole discretion of the Website, after receipt of the counternotice.

It is clarified that the role of the Website is to facilitate consultation between the Skill Provider and the Opportunity-Provider and it shall not take responsibility or be liable for any copyright infringement.

13. **No Liability for Third Party.**

If You enter into correspondence or engage in commercial transactions with third parties in connection with Your use of the Services, such activity would be solely between You and the third party. The Website shall have no liability, obligation or responsibility for any such activity. For our Primo and Flexpert based Service models, Flexing It's liability shall be based on the written agreement that Flexing It has with You.

14. **Disclaimer.**

14.1 THE WEBSITE IS ON AN "AS IS" BASIS. THE WEBSITE AND ITS LICENSORS AND AFFILIATES MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED AS TO THE OPERATION OF THE WEBSITE, PROVISION OF SERVICES OR SOFTWARE OR THE INFORMATION, CONTENT, MATERIALS, OR PRODUCTS INCLUDED ON THE WEBSITE OR IN ASSOCIATION WITH THE SERVICES. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, THE WEBSITE AND ITS LICENSORS AND AFFILIATES DISCLAIM ALL WARRANTIES, EXPRESS, STATUTORY, OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THE WEBSITE AND ITS LICENSORS AND AFFILIATES FURTHER DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE INFORMATION, TEXT, GRAPHICS, LINKS OR OTHER ITEMS CONTAINED WITHIN THE WEBSITE. THE WEBSITE IS NOT RESPONSIBLE FOR THE CONDUCT, OF ANY USER OF THE WEBSITE. THE WEBSITE DOES NOT WARRANT OR COVENANT THAT THE SERVICES WILL BE AVAILABLE AT ANY TIME OR
FROM ANY PARTICULAR LOCATION, WILL BE SECURE OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICES AND ACCESS TO THE WEBSITE IS FREE OF VirUSES OR OTHER POTENTIALLY HARMFUL COMPONENTS. ANY MATERIAL OR CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES OR THE WEBSITE IS ACCESSED AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY ANY USER FROM THE WEBSITE, THE WEBSITE OR THROUGH OR FROM THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN.

14.2 ALL THE CONTENTS OF THIS WEBSITE ARE ONLY FOR GENERAL INFORMATION OR USE. THEY DO NOT CONSTITUTE ADVICE AND SHOULD NOT BE RELIED UPON IN MAKING (OR REFRAINING FROM MAKING) ANY DECISION. ANY SPECIFIC ADVICE OR REPLIES TO QUERIES IN ANY PART OF THE WEBSITE IS/ARE THE PERSONAL OPINION OF SUCH EXPERTS/CONSULTANTS/PERSONS AND ARE NOT SUBSCRIBED TO BY THIS WEBSITE. FURTHER IT SHALL BE THE SOLE RESPONSIBILITY OF THE USERS TO UPDATE INFORMATION AND/OR RESUME AND THE WEBSITE DOES NOT TAKE ANY RESPONSIBILITY OF THE ACCURACY OR VALIDITY OR TRUTH OF THE INFORMATION POSTED ON THE WEBSITE AND THE WEBSITE SHALL NOT BE LIABLE ON THIS ACCOUNT.

14.3 SINCE THE WEBSITE ACTS ONLY AS A PROJECT/ASSIGNMENT SEARCHING AND PUBLISHING PORTAL FOR THE USERS, IT SHALL NOT HAVE ANY LIABILITY WHATSOEVER FOR ANY ASPECT OF THE ARRANGEMENTS BETWEEN OPPORTUNITY PROVIDER AND THE SKILL PROVIDER AS REGARDS THE TERMS OF PROJECT/ASSIGNMENT OFFERED BY THE OPPORTUNITY PROVIDERS. IN NO CIRCUMSTANCES SHALL THE WEBSITE BE LIABLE FOR THE ANY ARRANGEMENTS BETWEEN THE OPPORTUNITY PROVIDER AND THE SKILL PROVIDER. FOR OUR PRIMO AND FLEXPERT BASED SERVICE MODELS, FLEXING IT'S LIABILITY SHALL BE BASED ON THE WRITTEN AGREEMENT THAT FLEXING IT HAS WITH YOU.

14.4 IN NO EVENT SHALL THE WEBSITE BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY OTHER DAMAGES RESULTING FROM: (A) THE USE OR THE INABILITY TO USE THE SERVICES; (B) THE LOSS OF JOB OPPORTUNITY RESULTING FROM ANY INFORMATION OR SERVICES OBTAINED OR MESSAGES RECEIVED, OR ARRANGEMENTS ENTERED INTO THROUGH THE SERVICES; (C) UNAUTHORIZED ACCESS TO OR ALTERATION OF THE USER'S TRANSMISSIONS OR DATA; (D) ANY OTHER MATTER RELATING TO THE SERVICES; INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR OPPORTUNITIES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE WEBSITE.
14.5 Neither shall the Website be responsible for the delay or inability to use the Website or related services, the provision of or failure to provide services, or for any information, software, products, services and related graphics obtained through the Website, or otherwise arising out of the use of the Website, whether based on contract, tort, negligence, strict liability or otherwise. Further, the Website shall not be held responsible for non-availability of the Website during periodic maintenance operations or any unplanned suspension of access to the Website that may occur due to technical reasons or for any reason beyond the Website’s control. The User understands and agrees that any material and/or data downloaded or otherwise obtained through the Website is done entirely at their own discretion and risk and they will be solely responsible for any damage to their computer systems or loss of data that results from the download of such material and/or data.

14.6 These limitations, disclaimer of warranties and exclusions apply without regard to whether the damages arise from (A) breach of contract, (B) breach of warranty, (C) negligence, or (D) any other cause of action, to the extent such exclusion and limitations are not prohibited by applicable law.

15. Limitation on Liability.

The Website shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond the Website’s reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation (including “line-noise” interference). WITHOUT LIMITING THE FOREGOING, THE WEBSITE AND ITS AFFILIATES AND SUPPLIERS WILL NOT BE LIABLE UNDER ANY LAW, FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO LOSS OF PROFITS, BUSINESS INTERRUPTION, AND/OR LOSS OF INFORMATION OR DATA. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE WEBSITE’S MAXIMUM AGGREGATE LIABILITY TO YOU FOR ANY CAUSES WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO THE WEBSITE FOR THE SERVICES IN THE 12 MONTHS IMMEDIATELY PRIOR TO THE ACTION GIVING RISE TO LIABILITY.

16. Indemnity.

You agree to indemnify and hold the Website, its parents, subsidiaries, affiliates, officers and employees, harmless, including costs and attorneys’ fees, from any claim or demand made by any third party due to or arising out of (i) Your access to the Website, (ii) Your use of the Services, (iii) the violation of these Terms of Use by You, or (iv) the infringement by You, or any third party using Your account or
User ID or password, of any intellectual property or other right of any person or entity.

17. **Privacy.**

Use of the Website and/or the Services is also governed by the Website’s Privacy Policy. We do not sell or rent your personal information to third parties for their marketing purposes without your explicit consent and we only use your information as described in the Privacy Policy. We view protection of users' privacy as a very important community principle. We understand clearly that you and your Personal Information is one of our most important assets. Your Information which is stored and processed by us is protected by physical as well as reasonable technological security measures and procedures. If you object to the Privacy Policy in any way please do not use the Website.

18. **Consent.**

By using the Service and/or by providing your Information, you consent to the collection and use of the Information you disclose on the Service by Flexing It in accordance with Flexing It's Privacy Policy.

19. **Confidentiality.**

19.1 For the purpose of this Agreement and attachments thereto and all renewals, “Confidential Information” means all financial, commercial, technical, operational, staff, management and other information, methods developed for analysis, verification and recruitment, data and know-how relating to the Website or to a party (the “Disclosing Party” either the Skill Provider or the Opportunity-Provider) or, which may be supplied to or may otherwise come into the possession of the other (the “Receiving Party”, herein the User), whether orally or in writing or in any other form, and which is confidential or proprietary in nature or otherwise expressed by the Disclosing Party to be confidential and is not generally available to the public.

19.2 The Receiving Party shall keep confidential and secret and not disclose to any third party the Confidential Information or any part of it and upon prior permission in writing from the Disclosing Party. The Receiving Party agrees to take all possible precautions with regard to protecting confidential information from any third party.

19.3 Further no use, reproduction, transformation or storage of the Confidential Information shall be made by the User without the prior written permission of the Website, except where required to be disclosed pursuant to any applicable law or legal process issued by any court or the rules of any competent regulatory body.

19.4 All information and data submitted by the User shall become the property of the Website and all such information shall be disclosed in accordance with the Terms of Use.

19.5 The User has access to only his own data and information stored in the database at Website (subject to prior confirmation of identity) and nothing more. The User may edit or amend such data and information from time to time.
19.6 All Confidential Information (including name, e-mail address etc.) voluntarily revealed by the User in chat and bulletin board areas, is done at the sole discretion and risk of the User. The Website shall not be responsible for misuse of any such information, collected by a third party, or any unsolicited messages from such third parties.

19.7 If the User is an unintended recipient, even if registered as a Skill Provider or an Opportunity Provider and is using or accessing the Website to gain Confidential Information and if such an User has obtained access to the Confidential Information, it shall be a breach of this Agreement. Such unintended recipient shall be under strict obligation to keep the Confidential Information so acquired absolutely confidential. The Website in such an event, be entitled to inquire and investigate and seek legal remedy against such unintended recipient including to seek temporary and permanent injunction.

20. Miscellaneous.

20.1 Governing law and Dispute Resolution- This Agreement and Terms of Use shall be governed by and constructed in accordance with the laws of India only without reference to conflict of laws principles and disputes arising in relation hereto shall be subject to the exclusive jurisdiction of the courts of New Delhi, India.

20.2 Assignability- The Website may assign any of its responsibilities/obligations to any other Person without notice to the User, at its sole discretion. However, You shall not assign, sub-licence or otherwise transfer any of Your rights under these Terms of Use to any other party, unless a written consent is taken from the Website.

20.3 Severability- If any provision of these Terms of Use is found to be invalid, the invalidity of that provision will not affect the validity of the remaining provisions of the Terms of Use, which shall remain in full force and effect.

20.4 Waiver- Failure by the Website to exercise any right or remedy under these Terms of Use does not constitute a waiver of that right or remedy.

20.5 Force Majeure- The Website is not liable for failure to perform any of its obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalisation, government sanction, blockage, embargo, labor dispute, strike, lockout or any interruption or any failure of electricity or server, system, computer, internet or telephone service.

20.6 Interpretation- In this Agreement, unless the context otherwise requires references to recitals, clauses and sub-clauses are to recitals, clauses and sub-clauses of this Agreement; headings are inserted for ease of reference only and are not to be used to define, interpret or limit any of the provisions of this Agreement; references to the singular number shall include references to the plural number and vice versa; words denoting one gender include all genders; any reference in this Agreement to a statutory provision includes that provision and any regulation made in pursuance thereof, as from time to time modified or re-enacted, whether before or after the date of this Agreement; and any reference to a time limit in this Agreement means the
time limit set out in the relevant clause or Sub-clause or such other time limit which may be mutually agreed by the parties in writing.

21. **Links to Third Party Sites.**

21.1 The Website may contain links to other websites (“Linked Sites”). The Linked Sites are not under the control of the Website and the Website is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. The Website is not responsible for any form of transmission, whatsoever, received by the User from any Linked Site. The Website is providing these links to the User only as a convenience, and the inclusion of any link does not imply endorsement by the Website of the Linked Sites or any association with its operators or owners including the legal heirs or assigns thereof.

21.2 The Website is not responsible for any errors, omissions or representations on any Linked Site. The Website does not endorse any advertiser on any Linked Site in any manner. The Users are requested to verify the accuracy of all information on their own before undertaking any reliance on such information.

22. **Refund Policy.**

Flexing It provides refund only in the following cases:

22.1 Organisation - when the posted project is a full time job or if the project doesn't fit the 'short/term' 'part-time' 'flexible' work arrangement condition.

22.2 Professional background verification - we refund in case our 3rd party vendor is not able to complete the checks from their end.

22.3 Expert on Call - We can provide a refund on Flexing It's fee in case there were issues with the conduct and sound quality of the call itself. Refunds will not apply if the quality of input provided over the call by the client-shortlisted experts was not as per expectations.

23. **Arbitration.**

If any dispute arises between you and Flexing It during your use of our Services or thereafter, in connection with the validity, interpretation, implementation or alleged breach of any provision of the User Agreement, the dispute shall be referred to a sole Arbitrator who shall be an independent and a neutral third party identified by Flexing It. The place of arbitration shall be New Delhi. The Arbitration & Conciliation Act, 1996, shall govern the arbitration proceedings. The arbitration proceedings shall be in the English language.

24. **Controller.**

In accordance with the European Union General Data Protection Regulations, the name and contact details of the controller are as under:

Name of Controller – Flexing It Services Private Limited
Email: info@flexingit.com
In the event you have any complaints about the Website, its contents or anything related thereto or if you wish to make a complaint regarding any violation of the provisions of the Privacy Policy, you may send us a written complaint.

These “Terms of Use” and “Privacy Policy” of the Website constitute a binding agreement between You and the Website, and is accepted by You upon Your use of the Website.

This Agreement was last updated on 4th January 2019