



# **FlexiBees Group**

## **Terms and Conditions**

These Terms and Conditions ("T&Cs") govern the use of the FlexiBees Client Platform ("Platform") and constitute an agreement between you, as a client ("User" or "You/you") and FlexiBees Group ("FlexiBees" or "We/we" or "Us") to access the Services offered by FlexiBees on the Platform.

We request you to please read the T&Cs carefully before registering, accessing or using our Services (as defined below). The T&Cs are a legal contract ("Agreement") between You and FlexiBees and by accessing and / or using our Services you agree and acknowledge that you have read the T&Cs set forth below. If you do not agree to these T&Cs or do not wish to be bound by them terms and conditions, you may not use the Services and/or immediately terminate the Services and/or uninstall the mobile application. If you may wish to access these T&Cs in any other language, please contact us at [support@flexibeets.com].

We may amend the T&Cs at any time by posting an updated version at the Platform. The updated version of the T&Cs shall take effect immediately upon posting. It is Your responsibility to review these T&Cs periodically for updates / changes. Your continued use of the Platform following the posting of changes will mean that You accept and agree to the revisions including additional T&Cs or removal of any portions of these T&Cs, modifications etc. As long as You comply with these T&Cs, We grant You a personal, non-exclusive, non-transferable, limited privilege to register with us and avail the Services. By implicitly or expressly accepting these T&Cs, you also accept and agree to be bound by FlexiBees' Policies (including but not limited to Privacy Policy) as made available on the <sup>1</sup>Platform, as amended from time to time.

You acknowledge and agree that in the course of providing our Services, we may collect and process certain Personal Data (as defined below) from you. For further information on how we may use your Personal Data please refer to our Privacy Policy here.

## DEFINITIONS

**Applicable Law** shall refer to all statutes, enactments, acts of legislature or parliament, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders, requirement or other governmental restrictions or any similar form of decision of, or determination by, or any interpretation, policy or administration, having the force of law of any of the foregoing, of any government, statutory authority, tribunal, board, court having jurisdiction over the matter in question, whether in effect as of date or thereafter.

**Personal Data** shall refer to any information relating to a natural person which, either directly or indirectly, in combination with other information available or likely to be available with a body corporate, is capable of identifying such a person, such as name, email ID, phone number, etc.

**Sensitive Personal Data** shall refer to personal information which consists of information relating to;— (i) passwords; (ii) financial information such as Bank account or credit card or debit card or other payment instrument details; (iii) any details provided to us relating to the above; (iv) any of the information received under above clauses by us for processing, stored or processed under lawful contract or otherwise, provided that any information that is freely available or accessible in public domain or furnished under the Right to Information Act, 2005 or any other law for the time being in force shall not be regarded as sensitive personal data or information

**Services** shall refer to the business operations of FlexiBees of providing end-to-end recruitments for corporate entities, other entities and individuals by placing qualified and experienced women professionals across all areas of expertise who prefer to render their services on a flexible basis as per requirements and OKRs aided by FlexiBees' proprietary vetting technology.

## **ELIGIBILITY**

By accessing and using our Platform, you agree that:

- You are a legally established body corporate, partnership, sole proprietor or an individual running an established business;
- You are capable of entering into a contract /legally binding agreement;
- You have the right, authority and capability to enter into this Agreement abiding by all the provisions of the T&Cs;
- You are not barred or otherwise legally prohibited from accessing or using our Services under Applicable Laws;
- You are not impersonating any person or entity, or falsely stating your eligibility or affiliation with any person or entity. FlexiBees shall reserve the right to terminate your contract to use the Platform in case of any incorrect representation of the above-mentioned conditions.

## **REGISTRATION AND OUR SERVICES**

We provide our Services to bodies corporate through our Platform.

- In order to access our Services, you must first register and create an account with us on our Platform. This may also require you to provide some Personal Data which we shall process in accordance with our Privacy Policy.
- Once you have clicked "I Agree" in and at the end of the T&Cs executed with us, you will be granted access to the Platform and will be provided with an account. You will be provided with a one-time-password (OTP) for your login each time. Please note that it will be your responsibility to ensure the confidentiality of the OTP for your login.

- Creation of an account with us would enable you to access our Services by uploading your job requirements and OKRs which may then be used to match and provide you with appropriate candidates for the position.
- In order to use the full spectrum of our Services you will need to provide us with accurate and complete information. You shall also be required to ensure that your account, all details and information are complete and updated on a regular basis. By choosing to use our Services, you agree that you shall be responsible for making all technical arrangements necessary to access the Platform.
- You understand and acknowledge that all information provided by you, such as account information shall be stored in our databases as per privacy laws.
- You understand, acknowledge and consent that all information provided by you, such as account information may be transferred to countries outside of your location for the purposes of storing and/or processing. Please see our Privacy Policy for further details.
- As and when applicable, the device on which you download the Platform and use during registration, shall become your registered device and device details shall be stored by us. The moment you log into your account from a different device using the Platform, you will be asked to allow FlexiBees to send an SMS from the new device, after which the new device becomes the registered device. You will not be able to access your Platform account using your previous device until you re-login and re-authorize yourself on that device.
- In the event, your phone number using which you have registered on the Platform is transferred, surrendered and/or deactivated, for any reason whatsoever, it shall be your responsibility to inform FlexiBees in this regard. This will enable FlexiBees to secure your account. In case another individual/person intends to register using the phone number which has been transferred, surrendered and/or deactivated, FlexiBees would require time to remove/delink the details of the previous account holder and thereby, reset the account.

## **YOUR CONDUCT**

In order to access our Services, you are required to provide information about yourself as part of the registration process, or as part of your ability to use services provided by us. You agree that any information you provide will always be accurate, correct, and up to date and some services may require you to share additional information which might include your Personal Data, Sensitive Personal Data (as defined above).

You shall promptly inform FlexiBees of any unauthorized usage of your account or loss of mobile device and any other circumstances which may lead to unauthorized usage of your account. The responsibility of ensuring security of their account, will solely be on the registered User.

You agree that if you provide any information that is incorrect, inaccurate, not current or incomplete or we have reasonable grounds to suspect that such information is incorrect, inaccurate, not current or incomplete, or not in accordance with these T&Cs, we shall have the right to indefinitely suspend or terminate or block your access to the Platform and/or take necessary steps in accordance with Applicable Law without any further notice.

You are responsible for maintaining the confidentiality of any login information and secure access credentials associated with your account. Accordingly, you are responsible for all activities that occur under your account/is using your secure credentials and FlexiBees shall not be liable for any such change or action performed by using your secure credentials on Platform.

Attempting to access the Platform using any other means apart from ones provided by us is strictly prohibited and shall be deemed unauthorized access, whether attempted or accessed through any automated, unethical or unconventional means. Further you should not directly or indirectly engage in any activity using device, software or any routine process that disrupts or interferes with our ability to service you or any other user(s) on the Platform, including the servers and/or networks to which our resources are located or connected. You are solely responsible for any consequences, losses, or damages that we may directly or indirectly incur or suffer due to any unauthorized activities conducted by you, as explained above, and may incur criminal or civil liability.

You shall not probe, scan or test the vulnerability of the Platform or any network connected to us. You may not reverse look-up, trace or seek to trace any information on any other user of or visitor to the Platform, or any other customer, including any account on the Platform not owned by you, or exploit the Platform or any FlexiBees Services or information made available or offered by or through the Platform, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by the Platform. You may not use data mining, robots, screen scraping, or similar automated data gathering, extraction or publication tools on our websites and apps (including without limitation for the purposes of establishing, maintaining, advancing or reproducing information contained on our websites and apps on your own website or in any other publication), except with our prior written consent.

You further agree –

- That in the event of any dispute, FlexiBees records shall be binding as the conclusive evidence of the transactions carried out through use of Services offered by FlexiBees.
- To use the Services in good faith and in compliance with all Applicable Laws and regulations.
- That you shall not host, display, upload, modify, publish, transmit, store, update or share any information that:
  - belongs to another person and to which the user does not have any right;

- is obscene, pornographic, paedophilic, invasive of another's privacy including bodily privacy, insulting or harassing on the basis of gender, racially or ethnically objectionable, relating or encouraging money laundering or gambling, or an online game that causes user harm in accordance with the Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021, ("**IG Rules**") or promoting enmity between different groups on the grounds of religion or caste with the intent to incite violence;
- is harmful to child;
- infringes any patent, trademark, copyright or other proprietary rights;
- deceives or misleads the addressee about the origin of the message or knowingly and intentionally communicates any misinformation or information which is patently false and untrue or misleading in nature or, in respect of any business of the Central Government, is identified as fake or false or misleading by such fact check unit of the Central Government as the Ministry may, by notification published in the Official Gazette, specify;
- impersonates another person;
- 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 cognisable offence, or prevents investigation of any offence, or is insulting other nation;
- contains software virus or any other computer code, file or program designed to interrupt, destroy or limit the functionality of any computer resource or attempts to interfere with Service to any user, host or network, including, without limitation, via means of submitting a virus to the Platform, overloading, "flooding", "spamming", "mailbombing", or "crashing" (or similar activity);
- is in the nature of an online game that is not verified as a permissible online game under the IG Rules;
- is in the nature of advertisement or surrogate advertisement or promotion of an online game that is not a permissible online game, or of any online gaming intermediary offering such an online game as specified under the IG Rules;
- is disseminating any unlawful, illegally discriminatory, harassing, libelous, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable material or otherwise breaching any laws;
- is aggregating, copying or duplicating in any manner any of the content or information available from any of our websites and apps;

- is reproducing any of the content for general use;
- links to any content or information available from any of our websites and apps unless we permit otherwise;
- encourages conduct that constitutes a criminal offence, or otherwise breaches any Applicable Laws, regulations or codes of practice;
- interferes with any other person's use or enjoyment of our websites and apps;
- violates any Applicable Law.

### **USAGE OF INFORMATION**

You agree that you shall use all information received by you as a consequence of using the Services and all information and other materials supplied to or received by you from FlexiBees only for the purpose for which you have chosen to use the Services and only for the role that you have advertised. You further agree that you shall not disclose any such information and other materials to any third person and shall be bound by the confidentiality obligations under this Agreement.

### **NON-SOLICITATION**

You acknowledge and agree that you shall not directly or indirectly, solicit, induce, or attempt to solicit or induce (on your own behalf or on behalf of any other person or entity) any potential candidates offered by FlexiBees with whom you have become acquainted during the term of this Agreement or using our Services or any other agreement with us.

During the Term of this Agreement, in the event, you desire to avail the Services of or engage any candidate or consultant introduced by us pursuant to the job description provided by you for the particular program for which the requirement has been shared, you shall first execute the work order on terms and conditions agreeable to us and the Consultant. In the event however, if you directly recruit the candidate or consultant introduced by the us for the role specified by you or otherwise without complying with the above (i.e. without executing the work order), we shall be entitled to charge a one-time placement fee equivalent to one month's salary/ fee to be paid by you to the consultant or candidate.

### **CONFIDENTIALITY**

All communications and information received by you as a consequence of using the Services and all information and other materials supplied to or received by you from FlexiBees, which is either marked "confidential" or is by its nature intended to be exclusively for your knowledge alone, shall be kept confidential by you and shall not be used for any purpose other than for the purpose/role it has been

sought for and shall not be disclosed to any third party save and except to its directors, officers, affiliates, investors, employees, associates, retainers, partners and agents and professional advisors, external auditors to the extent necessary and who have a need to know of such confidential information for the performance of their duties and have been informed of the confidential nature of the confidential information and your obligations under this Agreement.

## **COMMUNICATION**

FlexiBees may communicate with you on the contact information that you may have provided to us during the course of your engagement, including but not limited to signup, transacting or using our Services on the Platform or otherwise. You further acknowledge that you are responsible for the contact details shared with us and shall update us on any change on your contact details. You authorize us to contact you and communicate with you for any Service.

## **Non-Disparagement**

The Candidate agrees and covenants that she will not at any time make, publish, post, or communicate to any person or entity in any public forum (including but not limited to social media profiles), any defamatory or disparaging remarks, comments, videos, or statements concerning the Company or its businesses, or any of its employees, officers, consultants, and existing and prospective customers, suppliers, investors and other associated third parties. In case she has any issues, the Candidate will communicate with the Company using email ids and contact details of the Company. This clause will survive the termination of this agreement. "

## **INTELLECTUAL PROPERTY RIGHTS**

Intellectual Property Rights for the purpose of this Agreement shall always mean and include copyrights whether registered or not, patents including rights of filing patents, trademarks, trade names, trade dresses, house marks, collective marks, associate marks and the right to register them, designs both industrial and layout, geographical indicators, moral rights, broadcasting rights, displaying rights, distribution rights, selling rights, abridged rights, translating rights, reproducing rights, performing rights, communicating rights, adapting rights, circulating rights, protected rights, joint rights, reciprocating rights, infringement rights. All those Intellectual Property rights arising as a result of domain names, internet or any other right available under applicable law shall vest in the domain of FlexiBees entities as the owner of such domain name. You hereto agree and confirm that no part of any Intellectual Property rights mentioned hereinabove is transferred in the name of you and any intellectual property rights arising as a result of these presents shall also be in the absolute ownership, possession and our control or control of its licensors, as the case may be.

All material on this Platform, including images, illustrations, audio clips, and video clips, are protected by copyrights, trademarks, and other intellectual property rights of FlexiBees entities. Material on the Platform is solely for your personal, non-commercial use. You must not copy, reproduce, republish,



upload, post, transmit or distribute such material in any way, including by email or other electronic means and whether directly or indirectly and you must not assist any other person to do so. Without the prior written consent of the owner, modification of the materials, use of the materials on any other platform or networked computer environment or use of the materials for any purpose other than personal, non-commercial use is a violation of the copyrights, trademarks and other proprietary rights, and is prohibited.

## **TERMINATION**

These T&Cs will remain in full force and effect while you are a User of any of the Platform. You agree that FlexiBees at its sole discretion may terminate your contract without prior notice and restrict your access to the Platform or remove certain content, if **We** determine that you have violated the T&Cs and You consent that in case FlexiBees suffers losses, not limited to monetary losses, due to your actions, we can take injunctive relief or any other legal action as deemed necessary within the said circumstances and FlexiBees shall not be liable for any loss to you due to termination.

Notwithstanding the above, the 'Non-Solicitation', 'Use of Information', 'Limitation of Liability' and 'Disputes and Governing Law' clauses shall survive the termination of this Agreement.

## **LIMITATION OF LIABILITY**

In no event will FlexiBees be liable for any indirect, consequential, incidental, special or punitive damages, including without limitation damages for loss of profits or revenues, business interruption, loss of business opportunities, loss of data or loss of other economic interests, whether in contract, negligence, tort or otherwise, arising from the use of or inability to use the Services, however caused and whether arising in contract, tort, negligence, warranty or otherwise, exceed the amount paid by you for using the Services.

## **INDEMNIFICATION**

You shall indemnify and hold harmless FlexiBees, its owner, licensee, affiliates, subsidiaries, group companies (as applicable) and their respective officers, directors, agents, and employees, from any claim or demand, or actions including reasonable attorneys' fees, made by any third party or penalty imposed due to or arising out of your breach of this Terms of Use, Privacy Policy and other Policies, or Your violation of any law, rules or regulations or the rights (including infringement of intellectual property rights) of a third party.

## **DISPUTES AND GOVERNING LAW**

This Agreement and the rights and obligations thereunder and the relations of the parties and all matters arising under or in connection with these T & Cs, including the construction, validity, performance or termination thereunder, shall be governed by and construed in accordance with the

laws of India. Subject to and without prejudice to the amicable settlement, the courts in Mumbai, Maharashtra shall have exclusive jurisdiction to try and adjudicate all matters arising in connection with your use of the Services or other matters covered herein.