

TERMS OF USE

1. BACKGROUND

- 1.1. This document is an electronic record in terms of (i) Information Technology Act, 2000; (ii) the rules framed there under as applicable; and (iii) the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures.
- 1.2. This document is published in accordance with the provisions of Rule 3(1) of the Information Technology (Intermediaries guidelines) Rules, 2011 that require publishing the rules and regulations, Privacy Policy and Terms of Use for access or usage of <https://www.econolytics.in/> (“Website”).
- 1.3. The Website is owned, registered and operated by Econolytics Consultancy Private Limited, a private limited company, incorporated under the provisions of the Companies Act, 2013 and having its registered office at S-131, Lower Ground Floor, Panchsheel Park, New Delhi – 110017 (hereinafter referred to as “Company” or “Econolytics” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include heirs, executors, administrators, successors and permitted assigns).
- 1.4. These terms of usage (“Terms of Use”) govern Your (*as defined below*) use of the Website and services provided on and through the Website by Econolytics. By using or visiting the Website, or by using any content or information provided as part of the Website, You (*as defined below*) shall be deemed to have read, understood, and accepted to be bound by these Terms of Use. If You do not agree to these Terms of Use, You may not visit, use, or access the Website or services provided therein as a visitor, User or otherwise and may not click to accept the Terms of Service, if and when prompted on the Website.
- 1.5. For the purpose of these Terms of Use, wherever the context so requires, “You”, “Your” or “User” shall mean any natural person who uses the Website for availing the services. The term “We”, “Us”, “Our” shall mean the Company, its employees, and authorised agents that perform any services on the Company’s behalf.
- 1.6. The headings used hereunder are not to be construed separately but only as a reference to the provisions thereunder. Certain terms that are undefined in this document are deemed to import the same meaning as attached them in the [Privacy Policy](#) of the Website.

2. DEFINITIONS

- 2.1. “**Applicable Law**” shall mean any statute, law, regulation, ordinance, rule, judgment, notification, rule of common law, order, decree, bye-law, government approval, directive, guideline, requirement or other governmental restriction, 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, by any Authority (*as defined below*) having jurisdiction over the matter in question, whether in effect as of the date of these Terms of Use or thereafter.
- 2.2. “**Authority**” shall mean any national, state, provincial, local or similar government, governmental, regulatory or administrative authority, branch, agency, any statutory body or commission or any non-governmental regulatory or administrative authority, body or other organization to the extent that the rules, regulations and standards, requirements, procedures or orders of such authority, body or other organization that have the force of Applicable Law or any court, tribunal, arbitral or judicial body in India;
- 2.3. “**Affiliate**” shall mean any entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with Econolytics.
- 2.4. “**Client**” shall mean any authorized User utilizing the Website to seek and/or obtain Data Expert Services (*as defined below*) from another User. Provided that, Econolytics may at its sole discretion, act as a Client. Further provided that, in any case where Econolytics is acting in the capacity of a Client, the terms of conditions of these Terms of Use shall be applicable to Econolytics at its sole discretion, and to the extent that they do not conflict with or abrogate any other rights that Econolytics may be entitled to herein.
- 2.5. “**Client Deliverables**” shall mean any information or materials that a Data Expert may receive, or may reasonably request and/or require from a Client to perform Data Expert Services, including without limitation any intellectual property, instructions, written materials, or any other written or spoken information.
- 2.6. “**Confidential Information**” shall include all trade secrets of the Company or the User, and all information which has been specifically designated as confidential by the Company or the User, including any information which relates to the operational, commercial, technical and financial activities of the Company or the User or any such confidential information concerning any other person, company, or any of its or their suppliers, agents, distributors or customers, including without limitation, Client Deliverables, Data Expert Deliverables, Work Product, and any other information provided to, or created by, a User for a Service Contract or to perform or assist in performing Data Expert Services, regardless of whether 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 as a result of no act or omission of Data Expert or Client; (b) subsequent to disclosure hereunder, was

lawfully received without restriction on disclosure from a third party having the right to disseminate the information; (c) was already known by User prior to receiving it from the other 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 User without use of another person's Confidential Information.

- 2.7. **"Engagement"** shall mean an engagement between a Client and a Data Expert pertaining to the provision of Data Expert Services. **"Engage"** and **"Engaged"** shall be interpreted accordingly.
- 2.8. **"Escrow Account"** shall mean the escrow account maintained by Econolytics for receiving and sending out payments related to the services offered by the Company on the Website, include without limitation, to deliver, hold, or receive payment for Data Expert Services Engaged through the Website.
- 2.9. **"Escrow Instructions"** shall mean the instructions or norms upon which payments are received or sent from the Escrow Amount.
- 2.10. **"Fixed-Price Contract"** shall mean Service Contracts for an Engagement between Users whereby the Data Expert Services are provided to the Client by the Data Expert for a fixed fee decided upon by such Client and Data Expert prior to the commencement of such an Engagement, whereby a Client is charged a fixed fee agreed between such Client and Data Expert, for the completion of all Data Expert Services contracted between them.
- 2.11. **"Data Expert"** or **"Expert"** shall mean any authorized User utilizing the Website to advertise, solicit, and provide Data Expert Services to other Users.
- 2.12. **"Data Expert Deliverables"** shall mean any information or materials that a Client may receive, or may reasonably request and/or require from a Data Expert in performance of Data Expert Services, including without limitation any intellectual property, written materials, or any other written or spoken information.
- 2.13. **"Data Expert Fees"** shall mean the consideration to be paid by the Client to the Data Expert for the performance of the Data Expert's obligations in pursuance of an Engagement between them in accordance with the provisions of these Terms of Use and the Service Contract executed between such Client and Expert.
- 2.14. **"Data Expert Services"** means all services performed or delivered to a Client by a Data Expert in pursuance of an Engagement between such Client and Data Expert and in accordance with these Terms of Use and the Service Contract executed between such Client and Expert.

- 2.15. “**Intellectual Property Rights**” shall mean all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.
- 2.16. “**Payment Method**” shall mean a valid credit card issued by a bank acceptable to Econolytics, a bank account, a PayPal account, a debit card, net banking or such other method of payment as Econolytics may accept from time to time at its sole discretion.
- 2.17. “**Periodic Contracts**” shall mean Service Contracts (*as defined below*) for an Engagement between Users whereby the Data Expert Services are provided to the Client by the Data Expert for a fixed period decided upon by such Client and Data Expert prior to the commencement of such an Engagement, whereby a Client is charged a fee periodically as agreed between such Client and Data Expert, for the completion of such periods as contractually agreed upon between them.
- 2.18. “**Permanent Hiring Contracts**” shall mean Service Contracts for permanent hiring in pursuance of Clause 6.5.3 of these Terms of Use.
- 2.19. “**Service Contract**” shall mean, as applicable, the contractual provisions between a Client and a Data Expert governing the Data Expert Services to be performed by a Data Expert for Client in pursuance of an Engagement between such Client and Data Expert.
- 2.20. “**User Content**” means any data, feedback, content, text, photographs, images, video, music, or other information that You post to any part of the Website or otherwise provide to Econolytics.
- 2.21. “**Work Product**” or “**Project**” means any tangible or intangible results or deliverables that Data Expert agrees to create for, or actually delivers to, a Client in performance of Data Expert Services, including, but not limited to, configurations, computer programs, or other information, or customized hardware, and any intellectual property developed in connection therewith.

3. SERVICES

- 3.1. The Website is an online marketplace for Clients to solicit Data Experts on different engagement models. You expressly acknowledge, agree, and understand that the Website is a marketplace where Clients and Data Experts can identify each other and advertise, solicit, buy, and sell Data Expert Services online.

- 3.2. Subject to these Terms of Use, Econolytics provides the Website services to Users, including without limitation, hosting and maintaining the Website. If Users agree on terms for Data Expert Services, a Service Contract must be executed directly between such Users, subject to the provisions set forth in Section 6 (*Contractual Relationship between Client and Data Expert*).
- 3.3. You expressly acknowledge, agree, and understand that: (a) the Website is merely a venue where Users may act as Clients and/or Experts; (b) The Company is not a party to any Service Contracts between Clients and Experts; (c) You are not an employee of the Company and the Company does not, in any way, supervise, direct, or control the Expert or the quality of Projects rendered to the Client; (d) The Company will not be held liable for anything related to any Engagement, Projects, Client Deliverables, Data Expert Deliverables, and/or Service contracts between Clients and Experts or for any acts or omissions by You or other Users or anything connected thereto; (e) The Company does not supervise or exercise any other control over Experts or the services, including without limitation Data Expert Services and/or Data Expert Deliverables, advertised, solicited, offered or rendered by them or anything connected thereto; and (f) The Company makes no representations as to the reliability, capability, or qualifications of any Expert or the quality, security, or legality of any services rendered by such Expert and the Company expressly and explicitly disclaims any and all liability relating thereto.
- 3.4. You hereby expressly authorize and instruct Econolytics to act as an escrow agent at the Company's sole discretion in connection with services provided or made accessible on the Website, including without limitation, Data Expert Services, and the payment, holding, and receipt of funds for each Engagement and other specified purposes in accordance with the Terms of Use and relevant Escrow Instructions.

4. WEBSITE TERMS

- 4.1. The Website acts as a mere facilitator between the Client and the Expert for the performance of Engagements and Projects.
- 4.2. In order to avail the benefits of this Website, the Clients and Experts must register themselves on the Website or confirm their registration. Please note that any User account ("**User Account**") created and/or used thereafter on the Website is allowed on the Website under the express understanding that the User has agreed to these Terms of Use. Furthermore, You can only validly participate in an Engagement facilitated through the Website either as a Client or an Expert by completing Your profile on the Website in the format as prescribed by the Company at its sole discretion. Upon registration, the details submitted by You may be verified by the Company by using such means and processes as it deems fit at its sole discretion, including without limitation the collection of valid photo-

identity proof and/or telephone verification by the Company. You explicitly agree that You do not have any objection to the registration and verification process. Every registered User shall be allocated a unique identification User name ("**User ID**"). Provided that, the Users are solely responsible and liable for the information provided on User Accounts associated with them and that the Company does not represent or warrant to the authenticity of any information on any User Account. Further provided that, the Company shall not be held liable for any misrepresentation (wilful or otherwise), misinformation, untruth or any other incorrect information on any User Account.

- 4.3. If You use the Website as a registered User, You are responsible for maintaining the confidentiality of Your User ID and any associated passwords. You are responsible for all activities that occur under Your Account, User ID and passwords. You agree *inter alia* to provide true, accurate, current and complete information about Yourself on the Website. If You provide any information that is untrue, inaccurate, not current or incomplete or We have any grounds to suspect that such information is untrue, inaccurate, not current or incomplete, We reserve the absolute right to indefinitely suspend, terminate or block Your access to the Website and refuse to provide You with access to the Website at Our sole discretion. Provided that, We may from time to time, use such means and such sources as We deem fit to update, modify, or change information provided on Your User Account and that You provide us the explicit consent to undertake any such update, modification, or change as We deem fit at our sole discretion by accessing or otherwise using the Website including without limitation, by opening a User Account.
- 4.4. We are not a party to, or control in any manner any transaction between the Clients and Experts with respect to the Projects posted by Client(s) on the Website.
- 4.5. All commercial/contractual terms including but not limited to price, time period of delivery and warranties related to services provided are offered by and agreed to between the Expert and the Client respectively, on their own terms without the intervention of the Website. We do not have any control and We do not determine in any way, the offering or acceptance of such commercial/contractual terms between the Client and the Expert.
- 4.6. We do not make any representation or warranty as to the specifics of the Projects , solicited, proposed to be sold or offered to be sold or purchased on the Website. We do not accept liability for any errors or omissions, whether on behalf of itself or third parties.
- 4.7. We are not responsible for any non-performance or breach of any contract entered into between Client and Expert. We shall not be required to mediate or resolve any dispute or disagreement between Client and Expert. We may, at our sole discretion, take such measures as We may deem fit, to try and ensure a peaceful and amicable settlement between the Client and Expert as provided in Clause 5 hereto and/or the Grievance Redressal Mechanism (*as defined below*), however We do not provide any guarantee for the same.

- 4.8. We do not, at any point of time, during any correspondence or transaction between Client and Expert on the Website at any point gain title to or have any rights or claims over the services exchanged between the Users. At no time shall the Website hold any right, title or interest over the services exchanged nor shall it have any obligations or liabilities in respect of contracts entered into between Clients and Experts for such services including without limitation any Engagements and/or Data Expert Services.
- 4.9. We reserve the right to moderate access to the Website and exercise at our sole discretion:
- (a) the right to block IP addresses;
 - (b) filtering, deletion, delay and/or omission of content;
 - (c) User verification methods; and/or
 - (d) the right to freeze/block/regulate/monitor/terminate access to User Accounts.

Service Fee: Notwithstanding anything else in these Terms of Use or anywhere else, the Company shall charge such fees from the Users for using the Website and the services provided therein, as the Company may deem fit at its sole discretion (“**Service Fee**”). Unless, otherwise provided by the Company, the Service Fees to use the Website and the services provided therein shall be paid solely by the Data Expert, unless (a) the Client engages Econolytics separately on a project in which case a separate service agreement will be signed between the respective parties to such service agreement; (b) the Client is looking to hire the Data Expert through a Permanent Hiring Contract, in which case, the provisions of Clause 6.5.3 to these Terms of Use shall apply. Unless, otherwise provided by the Company in writing, Econolytics shall be entitled to receive an amount equal to 20% of each payment due or payable to a Data Expert in lieu of any Engagement as Service Fee.

5. **GRIEVANCE REDRESSAL MECHANISM AND SETTLEMENT OF DISPUTES BETWEEN CLIENTS AND EXPERTS**

- 5.1. In the event of any grievances or complaints, the Client or Expert may record such grievance/complaint and direct it to help@econolytics.in, whereafter, We may take such steps for resolution of such grievance/complaint as We may deem fit at our sole discretion. Provided that, We undertake no warranties or liabilities for any successful resolution of such grievance or complaint.
- 5.2. The Users shall raise issues or otherwise complaint under the Settlement Process (*as defined below*) only in case of a dispute or grievance arising out of any change from the mutually agreed upon Project Scope. Provided that, among other things, no complaints or dispute can be raised by any User for any issues arising out of or otherwise connected to: i) the quality of the work performed or deliverables prepared under any Engagement; ii) any work

performed or deliverables that have already been approved or otherwise accepted by the User.

- 5.3. Subject to Clause 4.7 above, Econolytics shall undertake a settlement process through such manner and means, as it may deem fit at its sole discretion, to address any dispute between any Client and Expert (“**Settlement Process**”). Provided that, no provisions of this Agreement put any obligation on Econolytics to carry out such Settlement Process or to otherwise resolve any such dispute.

6. CONTRACTUAL RELATIONSHIP BETWEEN CLIENT AND EXPERTS

- 6.1. SERVICE CONTRACTS: Subject to the provisions of these Terms of Use, You expressly acknowledge and agree that all Experts and Clients shall execute service contracts to govern all Engagements between such Expert and Client for the performance of any Project (“**Service Contracts**”). However, if and to the extent that the Users who are party to a Service Contract have not mutually agreed to different terms, then they agree to incorporate the terms provided for Engagements under these Terms of Use. Further, if and to the extent that the Users have not mutually agreed upon or executed any other Service Contract, then they agree to be bound by the terms provided for Engagements under these Terms of Use. Further provided that, subject to the provisions of these Terms of Use, You acknowledge and agree that Users have discretion whether to contract with each other and will negotiate and determine the specific terms of their Service Contracts with each other.

- 6.2. Such Service Contracts as provided in Clause 6.1 may only be one of the following kinds:

- (a) The Fixed-Price Contract;
- (b) the Periodic Contracts;
- (c) Permanent Hiring Contracts.

- 6.3. Provided that in case of any conflict between the Terms of Use and any Service Contract, the Terms of Use shall supersede and override the Service Contract to the extent of such conflict, each Service Contract, irrespective of its kind as provided under Clause 6.1 shall consist of each of the following provisions:

- (a) The Engagement terms awarded and accepted on the Site, provided that no such terms shall be construed to expand Econolytics’s obligations or restrict Econolytics’s rights under the Terms of Use;
- (b) The terms provided in **Annexure A** hereto (“**Service Contract Terms**”), unless other terms are agreed to by the parties, to the extent that the provisions do not, and do not purport to, expand Econolytics’s obligations or restrict Econolytics’s rights under the Terms of Use.

Any other contractual provisions accepted by both the Client and the Data Expert, to the extent that the provisions do not, and do not purport to, expand Econolytics’s

obligations or restrict Econolytic's rights under the Terms of Use. Provided that, both the Data Expert and the Client must duly notify the Company about any contractual provision that in any way deviates from or is otherwise dissimilar from the terms provided herein for the purpose of Service Contracts ("**Deviations**"). Further provided that, no such Deviations shall be binding upon the Company or any other relevant person unless the same have been duly approved by the Company in prior writing.

6.4. Notwithstanding any other provisions of these Terms of Use or any Service Contract(s), You hereby expressly acknowledge and agree that Econolytics is not a party to any Service Contracts, and that the formation of a Service Contract between Users will not, under any circumstance, create any employment or other service relationship between Econolytics and any Data Expert.

6.5. Payment Agreements (between Users) and Escrow Instructions: Subject to Clause 6.3 and 6.2 above, and unless otherwise mutually agreed upon by the Expert and Client in writing, and provided that no such agreement shall abrogate provisions of this Terms of Use, the User shall be bound with the following terms of payment with respect to each Project:

6.5.1. Fixed-Price Contracts- If Users choose Fixed-Price Contracts, they shall follow Milestone based payments as provided below:

- a) Upon the finalisation of a User as a Data Expert for an Engagement by another User acting as a Client, such Data Expert shall submit a detailed project scope to the Client (also referred herein as "**Work Diary**" or "**Project Scope**") comprising of milestones that outline the details of the Engagement, including without limitation, the delivery schedule and timelines for the Project ("**Milestones**").
- b) Upon the receipt of the Project Scope by the Client from the Data Expert, the Client must approve or object to such Project Scope, provided that failure to make such acceptance or rejection within a period of time would imply non-acceptance and therefore, the expert shall not start working on the project. .
- c) The Client shall pay the total amount due for each Milestone before the commencement of any work done in pursuance of such Milestone and all such payments shall be: i) in accordance with the payment schedule provided by Econolytics for the Engagement; or ii) as otherwise mutually agreed upon by the Users. Provided that any such agreement as provided in this Clause, between the Users, must be in accordance with the provisions of these Terms of Use.
- d) The Data Expert shall follow the Milestones Schedule submitted by him/her and the Client must accept or reject a submission for a Milestone ("**Submission**") within a stipulated period of time from the receipt of such submission, provided that failure

to make such acceptance or rejection would be deemed to be acceptance of the Submission by the Client.

- e) If the Client rejects or objects to a submission made for the Milestone Submission within a period of time provided by Econolytics or mutually agreed upon between the Users, then the Data Expert shall not get paid for the Milestone submission, unless agreed upon by both parties.
- f) All timelines are calculated on the Econolytics Website are based on Indian standard time zone.
- g) Econolytics at its sole discretion, holds the right to change the payment schedule for the Client or the Expert as provided in these Terms of Use.

6.5.2. Periodic Contracts: If Users choose Periodic Contracts, they shall follow the following payment schedule:

- a) Upon the finalisation of a User as a Data Expert for an Engagement by another User acting as a Client, such Data Expert shall submit a detailed project scope to the Client (also referred herein as “**Work Diary**” or “**Project Scope**”) comprising of comprising of the total number of hours, days, weeks or months that the project will be based on (“**Contract Schedule**”).
- b) Upon the receipt of the Project Scope by the Client from the Data Expert, the Client must approve or object to such Project Scope, provided that failure to make such acceptance or rejection within a period of time would imply non-acceptance and therefore, the expert shall not start working on the project. .
- c) The Client shall submit an amount equal to the agreed upon Data Service Fee for the first period of the Contract Schedule to the Company before the commencement of the work on the first period or any other work on the Engagement by the Data Expert. All such payments made under this Clause shall be: i) in accordance with the payment schedule provided by Econolytics for the Engagement; or ii) as otherwise mutually agreed upon by the Users. Provided that any such agreement between the Users as provided in this Clause, must be in accordance with the provisions of these Terms of Use.
- d) Unless disputed by the Client in accordance with these Terms of Use, the work of the Data Expert would be deemed to be approved upon the completion of each period of a Contract Schedule and Econolytics shall make payments to the Expert as per such amounts and on such times as may be duly notified by the Company to the Expert for such Engagement.

6.5.3. Permanent Hiring Contracts – Please refer to the Company’s Permanent Hiring Policies available at *Annexure B* for terms governing Permanent Hiring Contracts.

6.6. Termination of a Service Contract: Subject to Clause 6.2, 6.3 and 6.4 above, and unless otherwise agreed upon by the Expert and Client in writing, and provided that no such agreement shall abrogate provisions of this Terms of Use, a Service Contract may be terminated only as provided in the following provisions of this Clause 6.6:

6.6.1. Fixed-Price Contracts:

6.6.1.1. Subject to the other provisions of these Terms of Use, a Fixed-Price Contract may be terminated at any time by a Client by providing reasonable prior written notice to the Data Expert and the Company.

6.6.1.2. Subject to the other provisions of these Terms of Use, a Fixed-Price Contract may be terminated at any time by a Data Expert when the Client is in breach of any payment obligations arising out of or connected to an Engagement between such Users.

6.6.1.3. Subject to the other provisions of these Terms of Use, a Fixed-Price Contract may be terminated by a Data Expert for reasons other than as provided in Clause 6.6.1.2, only with the prior written consent of the Client.

6.6.1.4. Subject to the other provisions of these Terms of Use, each User shall continue to perform their obligations as provided under these Terms of Use until the termination of any contract between them takes effect.

6.6.2. Periodic Contracts:

6.6.2.1. Subject to the other provisions of these Terms of Use, either the Client or the Data Expert may terminate any Periodic Contract by providing the other non-terminating User a written notice, at least 30 (Thirty) days prior to the date on which such termination is to take effect. Provided that, a terminating User may give a shorter notice of termination to the other User: i) with the prior written consent of such non-terminating User; and ii) in accordance with such terms as the Users may agree, including without limitation, any mutually agreed upon fee.

6.6.2.2. Subject to the other provisions of these Terms of Use, each User shall continue to perform their obligations as provided under these Terms of Use until the termination of any contract between them takes effect.

7. NON-CIRCUMVENTION

7.1. You hereby agree and warrant that You shall make and receive payments only through Econolytics during the course of an Engagement and for a period of 2 (two) calendar years

thereafter, or for a period of 2 (two) calendar years from the date You first meet/become aware about a Data Expert or a Client on the Website.

- 7.2. Provided that, the Company may at its sole discretion allow an exception to the application to the provisions of Clause 7.1 to a User on such terms and conditions as the Company may deem fit, including without limitation, such consideration as may be determined by the Company at its sole direction.
- 7.3. Provided that, in case of breach of the obligations provided under this Clause 7 by a User, the Company reserves the absolute right to take such action as it deems fit, including without limitation blacklisting of such User, blocking such User's access to the Website, and indefinitely suspending such User's Account. Provided that, the right of the Company under this Clause 7 shall not be in prejudice to any other legal or contractual rights that the Company may be entitled to.

8. EMPLOYEES AND SUBCONTRACTORS

- 8.1. If a User subcontracts with or employs third parties to perform Data expert Services on behalf of the User for any Engagement, the User represents and warrants that it does so as a legally recognized entity or person and in compliance with all applicable laws and regulations.
- 8.2. As used in this Agreement, the term "**Delegee**" refers to any employee, independent contractor, or agent of a User, that the User engages to perform any work on its behalf under a Service Contract. As used in this Agreement, the term "**Agency**" refers to any organisation comprising of employee, independent contractor, or agents ("**Agency Members**"), that the User engages to perform any work on its behalf under a Service Contract.
- 8.3. Provided that, in all cases where User has Delegees, the User remains solely and personally responsible/liable for all services performed under Service Contracts, including without limitation ensuring that the services comply with the Terms of Service (including confidentiality and intellectual property obligations). The Data Expert shall take complete responsibility of the quality of work of the Delegee. Each Agency specifically acknowledges and agrees that Agency Members have the authority to bind the Agency to Service Contracts entered into by Agency Members on behalf of the Agency.
- 8.4. Data expert, Agency, Delegee, and Client acknowledge and agree that Delegees are not employees, independent contractors or agents of Econolytics or Client. Agency, Delegee, and Data Expert represent, warrant, and covenant that: (a) Agency and, if applicable, each other User is solely responsible for all payments, obligations, wages, costs, unemployment

insurance, workers' compensation insurance, contributions, and expenses of Delegees; (b) neither Econolytics nor Client has the right or power to supervise or control Delegees; and (c) no Delegees of any Agency or other User will have any claim under this Agreement or the other Terms of Service for overtime pay, sick leave, holiday or vacation pay, retirement benefits, worker's compensation benefits, unemployment benefits, contributions, or any other employee benefits of any kind from Econolytics or Client.

8.5. With respect to Delegees, Econolytics merely provides the platform for Agency or Data Expert to communicate and share information with Clients and, if they are Users, with Delegees. Agency, Delegee, and Data Expert understand and agree that the contract terms, pay rate, work hours, service dates and working conditions will be established by the Agency, Data Expert, and/or Client and not by Econolytics. Agency, Delegee, and Data Expert acknowledge and agree that Delegees are not employees or independent contractors of Econolytics, and further acknowledge and agree that they will not be providing any services to Econolytics (directly or indirectly) while employed or engaged by the Agency or another User.

8.6. Agency, Delegee, and Data Expert acknowledge and agree that Econolytics does not, in any way, supervise, direct, or control Delegees; Econolytics does not assure the quality of work of either the Data Expert or the Delegee; Econolytics does not set Delegees' contract terms (including determining whether the contract will be set at a periodic or fixed fee), fees, rates, work hours, work schedules, or location of work; Econolytics will not provide Delegees with training or any equipment, labour, or materials needed for a particular Service Contract; and Econolytics does not provide the premises at which the Delegees will perform the work.

9. REPRESENTATIONS, WARRANTIES AND OBLIGATIONS OF THE WEBSITE

9.1. We hereby represent and warrant that:

- (a) We are a duly registered company as under the relevant provisions of the Companies Act, 2013;
- (b) We are in compliance with the Applicable Law to provide services as mentioned hereinabove, subject to these Terms of Use; and
- (c) We will comply with the Privacy Policy of the Website and ensure data security of the Users at all times.

10. LIMITATION AND DISCLAIMER OF WARRANTY

- 10.1. The Website, the services provided thereunder, and each portion thereof are provided on an 'as-is' without warranties of any kind either expressed or implied. To the fullest extent possible pursuant to Applicable Law, We disclaim all warranties, express or implied, with respect to the Website, the services and each portion thereof, including, but not limited to, non-infringement or other violation of intellectual property rights.
- 10.2. We do not warrant or make any representations regarding the use, validity, accuracy, or reliability of the content on the Website or the services provided thereunder.
- 10.3. We shall not be liable for any loss or damages suffered by the User due to any false or untrue content published on the Website.
- 10.4. We shall not be liable if the content violates Applicable Law or contains material errors, or is (or could be subject to a claim that it is) defamatory, obscene, invades the right of privacy, or infringes any right of any person or entity.
- 10.5. The content posted on the Website does not reflect our opinion or view on the subject matter of the content. We shall not be responsible for the opinions or views expressed by the writers/publishers of the content or the views and opinions of the Users in the form of User Feedback subject to Clause 25 herein.
- 10.6. We shall not be liable for any direct, indirect, incidental or consequential damages, whatsoever incurred by the User due to use of the Website's services or due to the non-availability of the Website services.
- 10.7. We make no representation or warranty that the content published on the Website or the Website shall (i) meet Your requirements/be accurate or reliable; (ii) be uninterrupted, timely, secure or error-free; and that We shall (iii) rectify any errors found in the content or on the Website's software. Further, access to the content and Website shall be contingent to Your internet accessibility and We shall not be held liable for any sporadic breaks in Your internet accessibility.
- 10.8. We shall not be liable in the event any damage or loss occurs to Your computer system, or any other electronic device, or any data as a result of downloading the content published on the Website.
- 10.9. If You are dissatisfied or harmed by this Website or anything related to the Website, Your sole remedy shall be to terminate these Terms of Use by closing Your account on the Website.

- 10.10. We shall be entitled to disclose to the Authority, as required by Applicable Law or by any directive or request from any government body, the particulars of the User engaged with the Website.
- 10.11. We shall be entitled to add, to vary or amend any or all the terms and conditions provided in these Terms of Use at any time without any prior notice or cause, and the User shall be bound by such addition, variation or amendment.
- 10.12. We are not liable for moderating the Website, not moderating the Website, and nothing We say or do waives our right to moderate, or not moderate.

11. REPRESENTATIONS, WARRANTIES AND OBLIGATIONS OF THE CUSTOMER

- 11.1. The Client hereby represents and warrants that:
 - (a) You are a natural or legal person, competent to contract, and have read, understood and agreed to be bound by these Terms of Use;
 - (b) You shall provide accurate information and details at the time of registration and You must update any changes to such information, so that it remains current;
 - (c) While creating Your account, You agree to provide complete and accurate information about Yourself. You may not impersonate any third party to create or use an account for anyone other than Yourself or provide an email address other than Your own or create multiple accounts of Yourself on the Website.
 - (d) You shall not allow: (i) any other person to share Your User Account; (ii) any part of the Website being cached in proxy servers and accessed by individuals who have not registered as Users of the Website; and (iii) access to the Website through a single account and password being made available to multiple users on a network.
 - (e) You shall not post obscene, lewd, pornographic, libellous, slanderous or any other such content on the Website that is in violation of the Applicable Law.
 - (f) You shall only post or seek Projects with a lawful object under Applicable Law and make payment for Projects purchased via legal consideration under Applicable Law.
 - (g) You shall not default in making any payments due as per these Terms of Use;
 - (h) You agree and acknowledge the fact that there can be minor differences between the Project description and the physical execution of the same;
 - (i) You shall not demand refund for any minor infractions; and
 - (j) You agree and acknowledge that once the order has been placed on the Website for a Project, You shall not be allowed to cancel or modify the order, subject to the cancellation terms as provided by the Company.
 - (k) Any information You submit to Us, is at Your own risk. By providing information to Us, You represent and warrant that You are entitled to submit it and that it is not confidential, and it is not in violation of any law, contractual restrictions or other third party rights.

- (l) You agree to not bypass the Website's right of moderation as enumerated in the above Clause 4.9.

12. CONFIDENTIALITY

- 12.1. As a User of the Website, You will have access to and be entrusted with certain Confidential Information of the Website, other Users, their customers, business associates and others, including in respect of their business, dealings, transactions and affairs, all of which information is or may be confidential. It is a condition under these Terms of Use that You will not, except as authorized by the rightful owner of such Confidential Information or as required by Your duties, use for Your own benefit or gain or divulge to any persons, company or other organization whatsoever any Confidential Information belonging to the Website, other Users, their customers, business associates and others, or relating to their affairs or dealings which may come to Your knowledge during Your use of the Website, including without limitation any Engagement or Data Expert Services. This restriction shall cease to apply to any information or knowledge, which may subsequently come into the public domain other than by way of unauthorized disclosure.
- 12.2. All confidential records, documents and other paper together with any copies or extracts thereof, made or required by You during Your use of the Website shall be the property of rightful owner of such Confidential Information and must be returned upon the termination of such use, including without limitation any Engagement or Data Expert Services.

13. CONTENT

- 13.1. The Website contains content which includes Your information and information from other Users. You agree not to copy, modify, or distribute such content (other than Your information). We reserve the right to remove any such content where We have grounds for suspecting the violation of these Terms of Use and/or Applicable Law.

14. LINKS

- 14.1. The Website may contain links to other Websites ("**Linked Sites**"). The Linked Sites are not under the control of the Website. We are not responsible for the content of any Linked Site, including, without limitation to, any link contained in a Linked Site, or any changes or updates to a Linked Site.
- 14.2. We are not responsible for any form of transmission, whatsoever, received by the User from any Linked Site. We are providing these links only for convenience, and the inclusion of

any such 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.

- 14.3. On accessing the Linked Sites, You shall be governed by the terms of use, privacy policy and such other additional policies of the Linked Sites. You further acknowledge and agree that We shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, advertising, products, services or other materials available on or through any Linked Sites or for any errors, defamatory content, libel, slander, omissions, falsehoods, obscene content, pornographic material, or any profanity contained therein.

15. ADVERTISEMENT LINKS

- 15.1. The Website may contain links to various advertisements (“**Advertisement Site**”). The Advertisement Site is not under the control of the Website. We are not responsible for the content on any Advertisement Site, including, without limitation to, any link contained in the Advertisement Site, or any changes or updates to the same.
- 15.2. These Advertisement Site(s) shall be construed to be Linked Sites as mentioned in the above Clause 14 and the provisions of Clause 14 above shall apply for Advertisement Site(s).

16. FRAUD AND IMPROPER CONDUCT

- 16.1. You may only access the Website and use its services for lawful purposes. You are solely responsible for the knowledge of and adherence to any and all provisions of Applicable Law pertaining to Your use of the services. You agree that You will not in any way:
- (a) Interfere with the ability of others to access or use the Website and the services provided through the Website;
 - (b) Disrupt any communication between Users on the Website or otherwise act in a manner that adversely affects other Users’ ability to use the Website or the services provided therein;
 - (c) Interfere with or disrupt the services or servers or networks connected to the services, or disobey any requirements, procedures, policies, or regulations of networks connected to the Website;
 - (d) Upload or post or use the service to transfer any content or other material that contains or constitutes, including but not limited to viruses, malware, trojan horse, and malicious code with disruptive and/or destructive features.
 - (e) You shall not attempt to gain unauthorized access to the account of any other User, or otherwise interfere with any other User’s use of the Website or the Services provided through the Website;

17. INTELLECTUAL PROPERTY RIGHTS

17.1. Intellectual Property

17.1.1. The copyrights, design rights (whether or not registered), moral rights, performance rights, database rights, new media rights, names, logos, publicity rights, and any and all other intellectual property and proprietary rights of any nature whatsoever that subsist, or may subsist, or be capable of registration, in each case in relation to the work/communication/content posted on Website by the Expert rests with the Client. The Expert hereby grants the Company a royalty-free, non-exclusive, worldwide, perpetual, irrevocable right and license to use, display the credentials/work product of the Expert for the purpose marketing and promotion of the Website/Company.

17.1.2. All Company's content included on the Website, including but not limited to, text, graphics, logos, designs, photographs, button icons, images, video clips, digital downloads, data compilations etc., is Our property and is protected by the Applicable Law with respect to intellectual property rights. The compilation of all content on this Website is Our exclusive property, and shall not be reproduced or used without express written permission from Us. We reserve the right to terminate our engagement with You, if We, in Our sole and absolute discretion, believe that You are in violation of this Clause.

17.1.3. The content made available on or via the Website, is provided to You 'as is' for Your information and personal use only and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without Our prior written consent. We reserve all rights therein, whether expressly granted in and to the Website or not.

17.2. The Website is the domain of the Company. The Website, including but not limited to its graphics, logos, page headers, button icons, scripts and service names constitute the trade dress of the Company. The trademarks, domain names and trade dress of the Company shall not be used or reproduced without prior written approval from the Company, and may not be used in connection with any product or service that is not affiliated with the Company in any manner that is likely to (i) cause confusion among Users or potential users; or (ii) dilute the rights of the Company; or (iii) disparage or discredit the Company.

18. DISBURSEMENT MECHANISM

18.1. The Client upon making any payment on the Website, shall be directed to a third party payment gateway ("PG"). The Client shall make payments through net-banking/debit card/credit card/mobile wallet or any other method as provided by the PG. The PG shall prompt the Client to remit payments as per Escrow Instructions.

- 18.2. All payments mentioned above in Clause 18.1 must be made in compliance of the Applicable Laws on taxation and any other monetary deductions to be made thereunder. Each party is solely responsible for all tax returns, certificates required to be filed with and/or and payments made to the relevant Authority in any nation with respect to the Expert's performance, and Client's acceptance of the Expert and the Project(s).
- 18.3. The Client agrees and accepts that all nuances and modalities relating to making payment using the abovementioned methods shall be separately governed by arrangement(s)/terms and conditions between the Client and the Expert. We shall not be responsible, in any manner whatsoever, for any liability that may arise in relation to the aforementioned payment including any fraudulent transaction.
- 18.4. While availing any of the payment method(s) available on the Website, We will not be responsible or assume any liability, whatsoever in respect of any loss or damage arising directly or indirectly to You due to (i) lack of authorization for any transactions; (ii) any payment issues arising out of the transaction; or (c) decline of such transaction for any reason.
- 18.5. The Client accepts and agrees that the PG provided by the Website is neither a banking nor financial service but is merely a facilitator providing an electronic, automated online electronic payment, collection and remittance facility for the transactions on the Website using the existing authorized banking infrastructure and credit card payment gateway networks. Further, by providing a PG, the Website and by extension the Company, is neither acting as a trustee nor acting in a fiduciary capacity with respect to the payments made by the Client against the purchase of Projects on the Website.
- 18.6. In the event of a failed transaction wherein the money is debited from Your account but the same has not been credited to Our account, You may provide the Website in the manner specified therein, the relevant transaction details to validate such transaction, following which, the Website shall take necessary steps to track such transaction.
- 18.7. The PG may charge a fee for processing transactions or disbursing payments. The Users agree and warrant that they shall be liable to pay any such fee that may be levied by a PG for any payments made relating to or connected with any Engagement entered into by such Users.

19. MODIFICATION, CANCELLATION AND REFUND

- 19.1. Any modification or cancellation of Project will be dealt by the Client and the Expert without any involvement from the Website. The Website is not responsible and will not be held liable for any claims for the same.

- 19.2. For all Projects envisaged under the payment terms of these Terms of Use, the initial payment made by the Client in Escrow is only remitted to the Expert after the express approval of the Client. After obtaining such approval, no refund of the consideration amount is permitted on the Website. In the event that, the Client does not grant his/her/its approval for remitting the payment to the Expert, the entire consideration amount is refunded to the Client minus the safekeeping fees charged by the Escrow account.
- 19.3. Notwithstanding the completion, cancellation, abandonment, dispute, or any other status of any Engagement entered by the Users, all amounts due to Econolytics under these Terms of Use, including without limitation, the Service Fees shall become due and payable to the Company as per these Terms or Use and shall be non-refundable at all times and under all circumstances.

20. INDEMNIFICATION

- 20.1. You undertake to indemnify Us, for any losses or damages resulting from any third party claims or complaints arising from, or in connection with Your actions on the Website, and/or breach of this Agreement.

21. TERMINATION OF TERMS OF USE

- 21.1. We may terminate these Terms of Use with respect to You, immediately without notice in the event of any breach by You of these Terms of Use or any of our applicable policies, as posted on the Website from time to time or upon receipt of repeated complaints regarding Your usage of this Website or upon a misuse of the services by You subject to fraud and improper conduct as enumerated in the above Clause 16.
- 21.2. You agree that upon the termination of these Terms of Use, We may, at Our sole discretion, delete any or all information related to You with respect to the services provided or availed by You. Further, You will no longer be able to log onto the Website and use the services provided therein. You are further prohibited from using a proxy/fake account/another user's account to regain access to the Website subject to these Terms of Use.

22. GENERAL

- 22.1. Unless otherwise specified herein, these Terms of Use and the Privacy Policy constitute the entire agreement between You and the Company in respect of the Website's services and supersedes all previous written and oral agreements between You and the Company, if any. The Company's failure to act with respect to a breach by You or others does not waive its right to act with respect to subsequent or similar breaches.

- 22.2. The Website collects, stores, processes and uses Your information in accordance with the Website's Privacy Policy. By using the Website and/or by providing Your information, You consent to the collection and use of the information You disclose on the Website in accordance with Website's Privacy Policy.
- 22.3. In connection with these Terms of Use, You may receive certain records from the Company such as contracts, notices, and communications, in writing. To facilitate Your use of the Website, You hereby permit Us to provide these records to You electronically instead of in paper form.
- 22.4. We reserve the right to make changes to these Terms of Use at any time. Any such modifications will become effective immediately upon posting on the Website and Your continued use of the Website and/or the services constitutes Your agreement to such modifications. You agree to periodically review the current version of these Terms of Use as posted on the Website.

23. GOVERNING LAW AND DISPUTE RESOLUTION

- 23.1. This Terms of Use shall be governed by and constructed in accordance with the Applicable Law without reference to conflict of law principles. The courts in Delhi, India shall have the exclusive jurisdiction to determine any disputes arising in relation to, or under, these Terms of Use.
- 23.2. You agree to waive any and all objections to the exercise of jurisdiction over the concerned parties by such courts and to venue in such courts.

24. SEVERABILITY

- 24.1. If any part of the Terms of Use are determined to be invalid or unenforceable pursuant to Applicable Law, then such invalid or unenforceable provision shall be deemed to be superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Terms of Use shall continue to be in effect.

25. USER FEEDBACK

- 25.1. While submitting/posting comments/suggestions/opinions/feedback ("**User Feedback**"), in the manner specified and set forth in the Website, the User agrees and acknowledges that:

- (a) The User Feedback does not contain any confidential information or is not in violation of any third party right including intellectual property rights;
 - (b) The User Feedback shall not be unlawful, obscene, defamatory, libellous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or otherwise inappropriate;
 - (c) We are not under any obligation of confidentiality, express or implied, regarding the User Feedback;
 - (d) We reserve the right to use or disclose such User Feedback for any purpose, in any way, as We deem fit;
- 25.2. By posting/submitting User Feedback, the same shall become Our intellectual property right without any obligations including but not limited to any compensation or consideration, express or implied to You.

ANNEXURE – A

SERVICE CONTRACT TERMS

Unless otherwise expressly mutually agreed to in prior writing by Users, the default terms and conditions of a Service Contract that a Data Expert executes directly with a Client as provided in Clause 6 of the Terms of Use, as set forth in this Annexure – A.

Users may mutually agree on any additional or different terms for their Service Contract as long as such terms do not and do not purport to affect the rights or responsibilities of Econolytics or violate the Terms of Use. Notwithstanding anything provided herein or in any Service Contracts, Econolytics is not a party to any Service Contract executed by or between any Users.

Users agree that the terms concerning the Service Contract described on the [Website](#), including Data Expert Fees, rates, period (hourly/daily/weekly/monthly), and milestones, form part of the Service Contract.

Any amendments to Service Contracts between any Users shall require the prior mutual agreement of such Users in writing. Any amendments so made by a party without such prior consent shall be deemed to be invalid unless later ratified by the non-amending party through written approval. Further provided that, in case of any amendment made in violation of this Clause, unless such amendment is approved by the other non-amending party, such other non-amending party shall have the right, but not the obligation to terminate such Service Contract with immediate effect.

ANNEXURE – B

PERMANENT HIRING CONTRACT TERMS

This User Agreement (this “Agreement”) is a contract between the Company and the Client.

1. The Client is required to provide all their requirements on the Website.
2. The Company will shortlist and introduce potential candidates for such position(s) as requested or outlined by the Client pursuant to the terms and conditions set out in this agreement.
3. The Company can provide all the information to the Client on the candidate, including but not limited to the information provided by the data expert during registration, publicly available information and internal assessments conducted by the Company.
4. The Client can interview the data expert but ensure that the Client remains notified of any interaction.
5. Company will not be responsible for getting Reference or background checks done. Nor is the Company liable to validate the accuracy of any information provided by the data expert to the Company or its public profile.
6. Payment of professional charges from the Client will be made as indicated on the platform as of the assignment date or mutually agreed upon in writing by the Company & the Client. The pricing policy is as follows:

Hiring Country	Annual Gross Pay (100.000)	Commission %
India	< 8 INR	8.33%
India	8.1 -15 INR	10%
India	>15.1 INR	15%
Others	-	15%

Please Note: Annual Gross pay refers to the total compensation payable to the candidate at the end of the year.

7. The Client should follow the payment schedule provided such that 100% (Hundred percent) of the service charges agreed upon will be made by the Client 30 days (thirty) from the joining date of the candidate.

8. The Client is required to provide the Joining date of the data expert to the Company either on the Website or in writing such that the invoices can be generated accordingly.
9. In case the candidate leaves the services of the Client within 90 (ninety) calendar days of joining (either on his/her own or asked to leave due to some integrity issue or non-performance):
- i. Consultant will provide a replacement candidate of similar / equivalent qualification and experience and the replacement candidate's fees will not be charged separately by the Consultant.
 - ii. Company doesn't refund the fees for the candidate in case the Client is unable to finalize a data expert within 120 (Hundred & twenty days) of notifying the Company that the data expert will be leaving, provided reasonable effort has been made by the Company to provide a replacement candidate of similar / equivalent qualification.
10. All the terms of use of the Website shall be applicable to the Permanent hiring contracts as well.



Director,

Econolytics consultancy private limited

GST No:07AAECE5828P1Z3

PAN No: AAECE5828P