

# **TERMS AND CONDITIONS**

## **1. INTRODUCTION**

These Terms and Conditions (“Terms”) govern the access to and use of the MyShramik platform (“Platform”), owned and operated by the Client.

By accessing or using the Platform, any user (“User”) agrees to be bound by these Terms.

## **2. NATURE OF PLATFORM**

2.1 The Platform is a technology-based intermediary facilitating interaction between contractors and skilled/semi-skilled workers.

2.2 The Platform does not act as:

- Employer
- Recruiter
- Agent
- Contractor

2.3 The Platform does not guarantee any employment, engagement, or outcome.

## **3. USER REGISTRATION AND ACCOUNTS**

3.1 Users shall provide accurate, complete, and updated information at the time of registration.

3.2 Registration may include:

- Personal details
- Contact information
- Work experience
- Business details (for contractors)

3.3 Users shall be responsible for maintaining confidentiality of login credentials.

3.4 The Platform reserves the right to suspend or terminate accounts in case of false information or misuse.

#### **4. PLATFORM FUNCTIONALITY**

4.1 Contractors may search operators based on filters including industry, experience, and salary.

4.2 Access to detailed operator information is provided only upon payment.

4.3 The Platform may implement a temporary locking mechanism restricting operator visibility after selection.

4.4 The Platform reserves the right to modify features without prior notice.

#### **5. PAYMENTS**

5.1 The Platform may charge fees for access to services, including operator details.

5.2 Pricing may vary and may be modified at the discretion of the Platform.

5.3 The Platform is not responsible for:

- Salary payments
- Wage disputes
- Contractual arrangements between users

The Platform reserves the right to:

- Modify pricing structures at any time;
- Introduce new paid or premium features;
- Discontinue or modify existing services without prior notice.

All such arrangements are solely between contractors and operators.

#### **6. User Conduct and Platform Integrity**

Users shall:

- Use the Platform in good faith and for lawful purposes only;

- Not attempt to disrupt, damage, or interfere with the Platform's functionality;
- Not engage in unauthorized data extraction, scraping, or duplication;
- Not impersonate any individual or entity.

Users agree that they shall not:

- Provide false or misleading information
- Engage in fraudulent or illegal activities
- Misuse data obtained through the Platform
- Harass, exploit, or discriminate against other users

Contractors shall comply with all applicable labour and employment laws.

## **7. FRAUD AND RISK ALLOCATION**

7.1 Users are advised to independently verify all job-related and engagement-related information.

7.2 The Platform shall not be liable for:

- Fraudulent activities by users
- Misrepresentation by any user
- Any dealings conducted outside the Platform

## **8. THIRD-PARTY SERVICES**

8.1 The Platform may use third-party service providers including payment gateways, analytics services, and communication tools.

8.2 The Platform shall not be responsible for the acts or omissions of such third parties.

## **9. LIMITATION OF LIABILITY**

To the maximum extent permitted under law, the Platform shall not be liable for:

- Any indirect, incidental, or consequential damages
- Loss of income, employment, or opportunity

- Errors, interruptions, or technical failures
- Conduct of any user

## **10. INDEMNITY**

Users agree to indemnify and hold harmless the Platform, its owners, and affiliates from any claims, damages, losses, liabilities, or expenses arising from:

- Violation of these Terms
- Misuse of the Platform
- Breach of applicable laws

## **11. TERMINATION**

The Platform reserves the right to suspend or terminate any account without prior notice in case of violation of these Terms.

The Platform does not guarantee uninterrupted or continuous availability and may suspend access for

- Maintenance
- Upgrades or
- Technical reasons.

## **12. MODIFICATION OF TERMS**

The Platform reserves the right to modify these Terms at any time. Continued use shall constitute acceptance of updated Terms.

## **13. GOVERNING LAW AND JURISDICTION**

These Terms shall be governed by the laws of India.

All disputes shall be subject to the exclusive jurisdiction of courts at Alwar, Rajasthan.