

WurkNet Private Limited

Terms and Conditions

Last Update: May, 1st 2020

Introduction

This section contains terms that are in addition to (and not in lieu of) any other terms appearing in this Agreement.

Welcome to [www WorkNetwork.in](http://www.WorkNetwork.in) & the mobile application.

The following terms of service (these "Terms of Service"), govern your access to and use of the WorkNetwork website & mobile application, including any content, functionality and services offered on or through the website or mobile application or by the company representatives collectively referred to as "Software", by Wurknet Private Ltd.

Please read the Terms of Service carefully before you start to use the Software. By using the Software, opening an account or by clicking to accept or agree to the Terms of Service when this option is made available to you, you accept and agree to be bound and abide by these Terms of Service and our Privacy Policy. If you do not want to agree to these Terms of Service or the Privacy Policy, you must not access or use the software. This Site is offered and available to users who are 18 years of age or older. If you are under 18 you may not use this software. By using this software, you represent and warrant that you are of legal age to form a binding contract and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Software. Our Customer Support team is available, if you have any questions regarding the software or Terms of Service, T&C or privacy policy. Contacting our Customer Support team can be performed by submitting a request found on the homepage of the Website.

Key Terms

- As used, User means an individual / company or person who uses the software or any services offered on it or by the company WurkNet Private Limited. User includes the categories of individuals falling under the definition of Buyer, Seller/ Expert & Customer
- Buyers, any person purchasing or intending to purchase a service or interacting with a expert to purchase a service, with or without consideration.
- Sellers or Experts are any person, selling or intending to supply a service or interacting with a buyer to provide a service, with or without consideration
- The software is owned, managed and operated by WurkNet Pvt Ltd. (Henceforth referred to as "WurkNet" or the "Company").
- WurkNet retains the right to change or terminate any or all features or services offered on the Software, & the right to alter these Terms and Conditions & Privacy Policy, the change shall be binding on all Users of the Software. WurkNet advises Users to read the following Terms and Conditions thoroughly, which may be changed at anytime. It is the Users responsibility to check and be updated with the Terms and Conditions and privacy policy of the website.

Conditions of Service for Users

This section contains terms that are in addition to (and not in lieu of) any other terms appearing in this Agreement.

By subscribing to or using any of our Software you agree that you have read, understood and are bound by the Terms, regardless of how you subscribe to or use the Software.

This agreement is a contract between the User and WurkNet for the User's use of the Software or any representation made by it. By using the Software you are agreeing to and accepting and getting bound by this contract & the Privacy Policy.

WurkNet is not responsible to conduct any kind of background checks on Users in order to make sure that the information supplied by them is correct and up to date. WurkNet will not be held liable for and makes no representation, warranty or guarantee whatsoever of:

- The exactness and correctness of the information supplied by the User
- Ability of the Expert to provide advice or service
- Service or advice provided by the Expert
- Satisfaction of the Buyer with regard to the services delivered by the Expert
- Adequate solution of the User's question, doubt or query.
- Suitability of the service or advice provided by the Expert to the User
- Communications between the User and the Expert or between Users
- Validity, accuracy, completeness, legality, safety, quality, applicability of any content on the Software

The User agrees to hereby release and hold harmless WurkNet from any and all causes of action, claims of any nature and damages resulting from the advice or service of Experts or other Users accessed through the Software or from the content made available

User Account

Each User at the time of registration will create a personal account using the Software. This account will be used for all further correspondence regarding the sessions. The User will also get regular email updates on the email address they have registered with. The User is responsible for, maintaining the security of their account on the Software and its content, and for all activities that occur under the account and any other actions taken in connection with the Software. The User must not describe or assign content to their account in a misleading or unlawful manner, including in a manner intended to trade on the name or reputation of others, and WurkNet may change or remove any data considered inappropriate or unlawful, or otherwise likely to cause WurkNet liability. The User must immediately notify WurkNet of any unauthorized uses of their account or any other breaches of security. WurkNet will not be liable for any acts or omissions by the User, including any damages of any kind incurred as a result of such acts or omissions.

Terms related to professionals requiring licensure and/or certification

If a User chooses to interact with any professional, such as Chartered Accountant, Lawyers, Investors or any other Expert in a field whether or not requiring licensure and/or certification, the User's relationship, as with other Expert, is strictly with the

Expert. WurkNet is not involved in any way with the substance of that relationship or the advice, service or information given therein, and WurkNet does not validate the information, service or advice provided.

The User hereby releases and agrees to hold harmless WurkNet and its affiliated companies and the directors, officers, employees, agents, successors, Customers, consultants, assigns etc. of any of the foregoing, from any and all causes of action and claims of any nature resulting from any act, omission, opinion, response, advice, suggestion, information and/or service of any Expert or User in a field, whether requiring licensure and/or certification or not, who may have been accessed from the Software.

User Conduct

The User agrees that while using the services offered on the Software, the User will abide by the following rules and regulations:

- The User agrees that all interactions online or offline, for which the User or Buyer is to pay another Expert, maybe billed using the payment gateway offered, but the User is not restricted from making independent methods of payment. If the User chooses to avail the payment service offered on the Software, the User or Buyer acknowledges that the payment will be transferred to the Expert 14 days from completion of the service. The Company does not deal in disputes that may arise and the User may raise all claims directly with the Expert and not Wurknet for any misinterpretations or lack of fulfilment of obligations.
- User agrees to provide WurkNet an unlimited, irrevocable and royalty free license to use, reproduce, transmit, create derivative works or communicate to the public for publicity purposes, any information or content that the User posts, provides, transmits, receives or shares on the Software.
- The User consents to WurkNet collecting and processing any personal information, as per the terms of WurkNet's Privacy Policy
- The User agrees not to undertake any action to undermine the integrity of the User Feedback & Rating system
- The User agrees to not be involved in any activity to disrupt servers or computers connected to the Software, gain unauthorized access to servers/computers connected to the Software; transmitting unlawful libellous, privacy invading, abusive, threatening, defamatory, vulgar, obscene, racist, harmful, or otherwise objectionable material of any kind
- The User will not violate any applicable local, state, national or international law, rule or regulation. It is the Users responsibility to be aware of all such rules & laws at all times.
- The User will not supply, provide, upload, post, e-mail, transmit or otherwise make available: (A) any information or material that infringes upon a third party right, especially intellectual property rights; (B) any third party advertisements, including banner exchange services; (C) any software viruses, Trojan horses, worms or any other malicious application; or (D) any information or material which may constitute or encourage conduct that is a criminal offense, civil wrong or which otherwise violates any applicable law
- The User agrees that opening any files sent or received across the Software is the sole risk of the User and WurkNet takes no responsibility of the material or content transferred through these files and any damage that may result from opening these files
- The User will not stalk, threaten or harass other User or other Users or infringe upon or attempt to infringe upon their privacy

- The User shall be responsible for his or her own Internet access, software, and hardware necessary to conduct a interaction with a User or consultation/service with an Expert
- The User will not disobey or breach this agreement or any other instructions issued by WurkNet through the Software
- WurkNet may review the Users personal profile and amend any typing or spelling errors or information provided. WurkNet may, in its absolute discretion, remove or refuse to post or transmit in part or full any content uploaded by the User. In such case, WurkNet may, but is under no obligation to, notify the User of such removal or refusal. The User will bear all the risks associated with uploading and transmitting material utilizing the Software, including reliance on its accuracy, reliability or legality.

Termination Policy

The User can terminate his or her association with WurkNet at any point of time, without any notice period.

WurkNet can terminate association with an User without any prior notification, notice period and reason. Any dues pending to the Expert (in the form of remuneration or any such amount) will be duly paid within two month of termination if not found to be null & void.

On termination of association, the profile of the User will be removed from the Website within 14 working days.

Upon termination, by the Company of a User Account, the User will be refunded any subscription amount paid for a period during which time the account was suspended or terminated by the Company.

Upon termination of the association by the User, the Company is not liable to refund any subscription or any other fee paid either to the Company or to another Expert via the Software.

Indemnification

The User shall indemnify, defend and hold harmless WurkNet and its members, managers, employees, representatives, agents and affiliates against any and all losses, damages, suits, judgments, costs and expenses (including litigation costs and attorney's fees) arising out of or in connection with any claim, suit, action, or other proceeding brought against WurkNet or such party, to the extent that such a claim, suit, action or other proceeding is based on or arises from:

- Any breach of any representation, warranty, covenant or agreement to be performed by the User according to this Agreement.
- Refusal by the User to pay for services provided by the Expert.
- Expert not providing services as per request, in time frame or as per quality requirements
- Any material/content shared by User whether through the Software or otherwise.

Fees and Payment

The Expert will set the price of their service, including all applicable taxes and payment. Users may choose to pay the fees for the Expert Services offered through the Software as set forth on an Expert's profile page on the Software or provided by the Expert to the Buyer upon request

Any fees, made through the Software, will be collected by WurkNet or the payment gateway and be remitted to the Expert 14 days post the end of service.

The User may be asked to provide customary billing information, such as name, billing address and credit or debit card information, either to WurkNet or its third party payment processor.

The User agrees to pay WurkNet the subscription charged on the Software and any transactional fee charged by the Company or the payment gateway or both.

The User hereby authorizes the collection of all such amounts by charging the credit or debit card provided as part of requesting the membership fee or Expert Services, whether charged directly by the Expert or indirectly, via a third party online payment processor or by any other payment method described on the Software.

Expert Account

This section contains terms that are in addition to (and not in lieu of) any other terms appearing in this Agreement.

The Expert hereby releases and agrees to hold harmless WurkNet and its affiliated companies and the directors, officers, employees, agents, successors, Users, consultants, assigns etc. of any of the foregoing, from any and all causes of action and claims of any nature resulting from any act, omission, opinion, response, advice, suggestion, information and/or service which is provided or obtained by the Expert using the Software.

Further, the Expert agrees that it is the sole responsibility of the Expert to ensure that it complies with the laws and rules of the country it is established in, to ensure that it has the right and complies with all laws and rules, when providing services or using the Software.

It is clarified that, Lawyers / law firms are solely responsible to provide only information and services as approved by the Bar Council/ regulatory body, and Chartered accountant must comply with the rules and regulations of the governing body, it is the Experts responsibility to determine, using independent methods, if they are allowed to use the Software by their regulatory body.

Investors shall not trade any form of equity or documents to trade equity via the Software and only use the website to interact with possible start-ups/companies/Users. Investors, must comply with all regulations of the governing body.

This website is NOT a stock exchange recognised by the Securities Exchange Board of India (SEBI) under the Securities Contract (Regulation) Act, 1956. This website does not allow any secondary market trading of securities on the Platform.

Conditions of Service

By accepting to be an Expert on WurkNet you agree that you have read, understood and are bound by the Terms, regardless of how you use this platform; if you do not wish to do the same then your only option is to discontinue the use of this Software.

WurkNet may not conduct background checks on Users or Experts in order to make sure that the information supplied by them is correct and up to date and WurkNet will not be held liable for and makes no representation, warranty or guarantee whatsoever of:

- The exactness and correctness of the information supplied by the User
- Communications between the User and the Expert & between Users
- Validity, accuracy, completeness, legality, safety, quality, applicability of any content on the Software

The Expert agrees to hereby release and hold harmless WurkNet and all its members & officers from any and all causes of action, claims of any nature and damages resulting from the advice or service of Users accessed through the Website or from the content of the Software.

Additional terms related to Experts Profiles

It would be the duty of every Expert to:

- Make sure that the information given in their profile is true to his or her knowledge.
- Provide prompt updates to WurkNet for any changes in the WurkNet's Profile
- Ensure that the information in his or her profile is updated as per current state of affairs, rules, laws, regulations that govern them & pertain to International laws .

Pricing the Services

It is the sole discretion of the Expert to set the price of service and charge and pay all applicable taxes, such as GST,VAT or as applicable.

Cancelling a Service

In the event of the cancellation of a confirmed service by the Expert, it is the duty of the Expert to notify the WurkNet as soon as possible and refund any payment made to the Expert by the Buyer or User for the service that is not performed.

Reviews & Ratings

The Buyer will have an option to review and rate an Expert post having a session with them, based on their session experience. The ratings and reviews will be visible to all Users on the Website as a means to help them select Expert.

Remuneration

Remuneration to the Expert will include the service price, including taxes, minus the payment gateway charges and the charges that may applied by the Software.

The amount due to the Expert will be paid 14 days with a grace period of 16 days (total 30 days) after the service is complete.

Non Availability of Expert

The Expert should notify WurkNet if he or she would not be available to reply to Users or provide service for a considerable amount of time which is a period greater than 5 days.

The Expert profile would accordingly be edited to inform potential customers that the Expert is temporary unavailable.

Termination Policy

The Expert can terminate his or her association with WurkNet at any point of time, without any notice period.

WurkNet can terminate association with an Expert without any prior notification, notice period and reason. Any dues pending to the Expert will be duly paid within 6 months of termination.

On termination of association, the profile of the Expert will be removed from the Website within 14 working days.

It is the Experts responsibility to complete any assignments taken on prior to termination of the profile.

Expert Conduct

The Expert hereby agrees to:

- Maintain such skills, qualifications and licenses, including remaining in good standing as licensed professional in any jurisdiction, as may be required by that jurisdiction, where the Expert practices his or her profession
- Provide only true and correct information to Users and not to mislead Users to believe that Expert can provide a service, advice, consultation or counselling which is outside Expert's field of expertise
- Respond to each request and by the User within 24 hours of such request being submitted to the Expert
- Maintain appropriate equipment and internet connections in order to fulfil the sessions through email, audio and web chat conferences through accounts hosted by the WurkNet
- The Expert will not take any actions which may undermine, disrupt or manipulate ,the integrity of the User feedback (rating) system on the Website.
- The Expert will not violate any applicable local, state, national or international law, statute, ordinance, rule, regulation or ethical code. The Expert will at its sole peril and responsibility ensure it is not prohibited from creating a account or listing/ providing services via the website.
- The Expert will not participate in WurkNet in any manner that is in violation of the rules, regulations or code of conduct of his or her (a)current employer(s), including not divulging any restricted, confidential or otherwise proprietary information of any sort (b) governing body
- The Expert will not upload, post, e-mail, transmit or otherwise make available: (a) any information or material that infringes a third party right, especially copyright or other intellectual property rights; (b) any third party advertisements; (c) any information or

material which may constitute or encourage conduct that is a criminal offense or civil wrong or otherwise violates any applicable law

- The Expert will not impersonate any person or entity, or make any false statement regarding the Expert's employment, agency or affiliation with any person or entity.
- The Expert will not harm, stalk, threaten or harass Users or other Experts or invade or attempt to invade their privacy
- The Expert will not disclose any information that was provided to the Expert by a User and will use his or her best efforts to guard the User's privacy
- WurkNet may, in its absolute discretion, record and store, services provided and communications for quality and assessment purposes.
- WurkNet may review the Expert's personal profile and amend any typing or spelling errors or information provided. WurkNet may, in its absolute discretion, remove or refuse to post or transmit in part or full any content uploaded by the Expert. In such case, WurkNet may, but is under no obligation to, notify the Expert of such removal or refusal. Without limiting the foregoing, Expert may remove any content violating this Agreement. The Expert will bear all the risks associated with uploading and transmitting material utilizing the Website, including reliance on its accuracy, reliability or legality.

Other Terms for USERS

This section contains terms that are in addition to (and not in lieu of) any other terms appearing in this Agreement.

Disclaimer of Warranty

WurkNet and its associated vendors hereby disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement. WurkNet does not make any warranty that the Software will be error free or that access thereto will be continuous or uninterrupted. Usage of the Software is at the Expert's and Users own discretion and risk.

Limitation of Liability

In No Event Shall WurkNet Be Liable for Any Damage, Claim or Loss Incurred by an User, Including Without Limitation Compensatory, Incidental, Direct, Indirect, Special, Consequential or Exemplary Damages, Irrespective of Whether WurkNet Has Been Informed of, Knew of, or Should Have Known of the Likelihood of Such Damages. This Limitation Applies to All Causes of Action in the Aggregate Including Without Limitation Breach of Contract, Breach of Warranty, Defamation, Negligence, Strict Liability, Misrepresentation, and Other Torts, as Well as Third-party Claims. If the Warranty Exclusions or Limitations of Liability Set Forth in This Use Agreement Are for Any Reason Held Unenforceable or Inapplicable, the Expert Agrees That Our Aggregate Liability Shall Not Exceed Inr 5,000 (Five thousand rupees only).

Indemnification

The User will indemnify, defend and hold harmless WurkNet, and Users, managers, employees, representatives, agents and Affiliates against any and all losses, damages, suits, judgments, costs and expenses (including litigation costs and attorneys' fees) arising out of or in connection with any claim, suit, action, or other proceeding brought against WurkNet or such party, to the extent that such claim, suit, action or other proceeding is based on or arises from: (a) any breach of any representation, warranty, covenant or agreement to be performed by the Expert or User according to this Agreement or made inbetween Users using the Software; (b) The Expertr's provision or Buyers purchase of consultation or service, or (c) any materials that the User has posted to the Software and/or any content on User Website or otherwise provided to Users.

No Assignment

The Users shall not assign his or her rights and obligations according to this Agreement, in whole or in part, whether voluntarily or by operation of law, without the prior, written consent of WurkNet or the User, as applicable. Any purported assignment by the Expert or Buyer, as applicable, without the appropriate prior written approval of WurkNet or the Buyer, as applicable will be null and void and of no force or effect.

Limited License

WurkNet grants the User a nonexclusive, revocable right to use the Software provided that the User does not copy, modify, create a derivative work of, reverse engineer, disassemble or otherwise attempt to discover any source code, or breach this Agreement.

Account Terms

The User is responsible for, maintaining the security of their account on WurkNet and its content, and for all activities that occur under the account and any other actions taken in connection with the Website. The User must not describe or assign content to their account in a misleading or unlawful manner, including in a manner intended to trade on the name or reputation of others, and WurkNet may change or remove any data considered inappropriate or unlawful, or otherwise likely to cause WurkNet liability. The User must immediately notify WurkNet of any unauthorized uses of their account or any other breaches of security. WurkNet will not be liable for any acts or omissions by the User, including any damages of any kind incurred as a result of such acts or omissions

Use of Software

The User agrees not to use the Software to:

- Provide, Upload, post, email, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libellous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable
- Forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Software

- Upload, post, transmitted it or otherwise make available any unsolicited or unauthorized advertising, promotional materials or any other form of solicitation
- Upload, post, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment
- Interfere with or disrupt the Software or servers or networks connected to the Software, or disobey any requirements, procedures, policies or regulations of networks connected to the Software
- Collect or store personal data about other users in connection with the prohibited conduct and activities set forth above
- WurkNet assumes no responsibility for monitoring the Software for inappropriate Content or conduct. If at any time WurkNet chooses, in its sole discretion, to monitor the Software, WurkNet nonetheless assume no responsibility for the Content, no obligation to modify or remove any inappropriate Content, and no responsibility for the conduct of the User submitting any such Content
- The User is solely responsible for their use of the Software, the Content that the User posts on or through the Website, and any material or information that the User transmits to other User and for their interactions with other Users.
- The User will not attempt to gain unauthorized access to other computer systems or networks connected to the Software, and will not transmit "junk mail", or any unsolicited mass distribution of e-mail or bulletin board postings.
- The User agrees to comply with all applicable laws regarding use of the Software. The Expert may not use the Software to solicit the performance of any illegal activity or other activity which infringes the rights of WurkNet or Users.
- The User agrees not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Software or any other person's use of the Site
- The User may not attempt to gain unauthorized access to any portion or feature of the Website by hacking, password "mining" or other illegitimate method of gaining access to restricted data.

Confidential Information

The User shall not, without prior written authorization of WurkNet, disclose to anyone outside WurkNet or use in other than WurkNet any information, documentation or materials provided by WurkNet. Such materials shall be considered confidential and proprietary, including without limitation, these Terms and Conditions and any other information, documentation and materials not generally disclosed by WurkNet on the Software or otherwise. The User shall use information received from WurkNet only to exercise rights and perform obligations under the Terms and Condition & Privacy Policy.

Publicity

WurkNet may produce advertising material for publication detailing the WurkNet Software and particular Users. This material may include a particular Users full name, location, image(s) and job title/business name in conjunction with WurkNet marketing materials, including the Software. The User hereby permits the use of such information

as is reasonably necessary for these purposes and consents to the publication of relevant text and images in WurkNet's materials and publicity.

If the User fails to comply with the any of the above sections, WurkNet may terminate the Users Agreement immediately without prior notice and withhold any payments due to such User.

Purchasing and Selling using Software & Payment Gateway

This section contains terms that are in addition to (and not in lieu of) any other terms appearing in this Agreement.

- Buyers, may choose to pay offline, using independent methods or using the website gateway. The Software provides Payment Services Providers for purposes of collecting service-related payments from Buyers, transferring such payments from Buyers to Sellers, , and holding funds in connection with pending services.
- The Software serves as Seller's limited authorized payment collection agent solely for the purpose of accepting payments (via its Payment Services Provider, if applicable) from Buyers, and remitting those payments to Seller.
- Service fees may be added at the time of purchase where a Buyer can review and accept the total amount requested to pay. These fees may include administrative fees, service fees and gateway fee i.e payable to the payment gateway Stripe or otherwise.
- To protect against fraud, unauthorized transactions (such as money laundering), claims or other liabilities, Software may also collect such other information as necessary for proposes of processing withdrawal payments.
- By using any payment method and/or providing payment details for making purchases on the website, you represent and warrant that: (a) you are legally authorized to provide such information; (b) you are legally authorized or have permission to make payments using the payment method(s); (c) if you are an employee or agent of a company or person that owns the payment method, you are authorized by that company or person to use the payment method to make payments on the website; and (d) such actions do not violate any applicable law.
- You agree to the terms and conditions of the Payment Gateway being used i.e Stripe or otherwise & the terms & conditions of the User to whom you are transmitting the money.

Taxes

Buyers and Sellers may be charged with indirect taxes (such as Sales Tax, VAT or GST) depending on their residency, location and any applicable law, in addition to the price shown on the service page. These taxes pertain only to those that need to be paid by the Company, the Service provider must ensure to add relevant taxes to the fee for services being provided.

Buyers and Seller agree that they are solely responsible to comply with all tax requirements applicable to them, including but not limited to any obligation to deduct or withhold taxes. It is hereby clarified that all prices and fees that appear on the Software provided by the Seller are to include all such taxes & charges & Wurknet is not liable to add or calculate these charges.

ORDERS

Basics

- Once payment is confirmed, your order will be created
- Sellers must deliver completed files and/or proof of work using the Upload or mark complete button (located on the dashboard) according to the service that was purchased and advertised on their profile.
- Using the Upload Work / Mark Complete button may not be abused by Sellers to circumvent Order guidelines described. Using the "Upload or Mark Complete" button when an order was not fulfilled may result in a cancellation of that order after review, affect the Seller's rating and result in a warning or removal of Seller.
- We encourage our Buyers and Sellers to try and settle conflicts amongst themselves. If for any reason this fails or if you encounter non-permitted usage on the website, Users can contact Customer Support department for assistance, but the Company offers no guarantee of resolution; resolution maybe carried out using applicable tribunals, arbitration methods or courts between the seller and buyer, to which the Company shall not be party.
- If an order is cancelled by the Seller the charge will be refunded to the Buyer within 14 days, with a grace period of 16 days. Baring any transaction fee charged by the Company or the third party payment gateway (Stripe or otherwise).

Handling Orders

- When a Buyer orders a service, the Seller maybe notified by the dashboard & Sellers must check the dashboard each day.
- Sellers are required to meet the delivery time and service detail they specified when creating their service.
- Users are responsible for scanning all transferred files for viruses and malware. The Company not be held responsible for any damages which might occur due to site usage, use of content or files transferred.

Disputes and Cancellations

We encourage our Buyers and Sellers to try and settle conflicts amongst themselves.

Basics

- Order cancellations can be performed by contacting the Seller or Company, as applicable.
- Filing a transaction dispute or reversing a payment through your payment provider or your bank is a violation to these Terms. Doing so may get your account temporarily or permanently disabled. Note: once you have filed a dispute with your payment provider, the funds will be ineligible for a refund due to our obligations towards the payment provider

- In the event that a Buyer or Seller encounters an issue related to the service provided in an order, you are encouraged to use personal communication tools to attempt to resolve the matter.
- The Company, through its Payment Services Providers, reserves the right to cancel orders or place funds on hold for any suspected fraudulent transactions made on the Site
- All transfer and assignment of intellectual property to the Buyer shall be subject to full payment for the service and the delivery may not be used if payment is cancelled for any reason.

General terms

This section contains terms that are in addition to (and not in lieu of) any other terms appearing in this Agreement.

WurkNet Intellectual Property

The Software and any offline communication to the User contains copyrighted material, trade secrets and proprietary information owned by WurkNet. This Agreement does not grant to the User any rights to patents, copyrights, trade secrets, trade names, trademarks (whether registered or unregistered), domain names or any other rights, functions or licenses in respect of the Software or any communication whatsoever; or any material or information appearing on the Software or any services offered by WurkNet. The User may not create any derivative work or technology based upon any trade secret, intellectual property, confidential or proprietary information of WurkNet. Furthermore, the User may not sublicense, assign, transfer, sell or make any other commercial use of his or her membership in the Website.

The User may not adapt or use any trademark, service mark, trade name, logo or domain name similar to or likely to be confused with those of WurkNet, or take any other action that infringes upon or impairs WurkNet's trademark or other intellectual property rights.

WurkNet is the sole owner of all intellectual property, and in particular the copyright, trademarks, database and patents, in the Website and in any software, application, graphics, content and other materials used therein, including the organization and selection of the materials contained therein. In addition, except as otherwise expressly set forth or provided in this Agreement, WurkNet shall retain all ownership rights in and to all content displayed on the Software or communicated otherwise including copies of data transferred or received by the User through the Software or otherwise through any offline communication. This section shall survive expiration or termination of this Agreement.

Disclaimer of Warranty

WurkNet makes no warranty whatsoever for any services offered on the Software. The Software is a service that is offered 'as is' and WurkNet will not be responsible for any error in the services, categorisation of Expert on the website or information provided by the Expert to the User through the website or any other method. The User must exercise caution in deciding to rely on information provided by the Users. The User's use of the Software for any services offered is at their own risk and WurkNet will not be responsible or liable for any delay, or interruption in or improper use by User, its employees or its agents of the Software and materials. The User shall not have any claim

against WurkNet or its affiliates, officers, directors, shareholders, employees, managers, members, agents or contractors with respect to any advice or service provided by an Expert to the User to the fullest extent of the law, WurkNet expressly disclaims all warranties or any kind, express or implied, including but not limited to, warranties of merchantability, fitness for a particular purpose, non-infringement, security or accuracy. WurkNet does not make any guarantees or any representation or warranty regarding the timeliness, reliability, accuracy, completeness, correctness, or usefulness of the services obtained via Software or another User/ expert or the appropriateness, fitness, or suitability of any activities to which the services relate.

Limitation of Liability

WurkNet is not liable to the User for any direct, indirect, incidental, consequential, punitive, or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data, compensatory, special, or other intangible losses connected with or resulting from the User agreement or the User's (or its employees or agents) use or misuse of the Software or any of its services. Under no circumstance will WurkNet's total liability of all kinds arising out of or related to the User's (or its employees or agents) use or misuse of the Software, regardless of the forum and regardless of whether any action or claim is based on contract, tort, or otherwise, exceed the total amount paid by the User to the Expert in the past one month from the date of claim. The User will be solely responsible for any agreement made with an Expert or another User and WurkNet shall not be liable for enforcing any such agreement. The User hereby releases WurkNet and its affiliates, and their respective officers, directors, shareholders, employees, managers, members, agents and contractors from all manner of actions, claims or demands and from any and all losses (direct, indirect, incidental or consequential), damages, costs or expenses, including, without limitation, court costs and attorney's fees, which the User may have against one or more of the above in connection with any dispute regarding any transaction customer conducted through WurkNet.

Severability

If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, unenforceable, or otherwise contrary to law, the remaining provisions of this Agreement will remain in full force and effect.

If any provision contradicts or has unclear representation, it WurkNets sole discretion to determine the applicability & interpretation. The User at any time can contact the Company for any clarification of the Terms & Conditions

Modifications to this Agreement

WurkNet may change this Agreement or any part thereof at any time according to its absolute discretion and without any prior notice. Therefore, the User is encouraged to check the terms of this Agreement frequently. By using the website after any changes, the User agrees to be bound by such changes to this Agreement.

The paragraph headings herein are solely for the sake of convenience and will not be applied in the interpretation hereof.

