

## **TERMS OF SERVICE AGREEMENT**

### **By and Between**

**AIL-AID ENTERPRISES.** (Referred by its trade mark/service mark “LIA DIA” ) through its proprietor Purnima Jitendra Singh having its registered office at 507, Aditya Heritage, Behind Inorbit Mall, Mindspace, Off. Link Road, Malad (West), Mumbai-400064. (Through its website [www.liadia.com](http://www.liadia.com) or its App (Android/IOS). (which expression shall unless repugnant to the context or meaning thereof mean and include its successors, heirs and assigns). of the “**Party of First Part**”.

### **AND**

Mr/Ms.\_\_(User name, details as provided during Sign up/Registering at AIL-AID ENTERPRISES)\_\_\_\_\_ Hereinafter referred to as the “ **User** ” which expression shall unless repugnant to the context or meaning thereof mean and include his/her heirs, its representative, and assigns). of the **Party of Second Part**”.

**Effective Date:** (Means date of user Sign up / Registering at **AIL-AID ENTERPRISES** through its website [www.liadia.com](http://www.liadia.com) or its App (Android/IOS ).

“Affiliate” means any entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with **AIL-AID ENTERPRISES**.

### **DEFINITIONS**

“**User**” means any signed up, registered user with AIL-AID ENTERPRISES utilizing its services through any or all its channels viz. website, App (Android/IOS ), to seek barter trade and/or obtain freelancer Services from another User of AIL-AID ENTERPRISES.

“Freelancer” means any registered user utilizing AIL-AID ENTERPRISES channels viz. website, App (Android/IOS ), seeking barter trade and to advertise or provide products or professional services under barter trade.

“Intellectual Property Rights” means 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.

“Substantial Change” means a change to the terms of the Terms of Service that reduces your rights or increases your responsibilities.

“Time Logs” means the report of hours recorded for a stated period by a Freelancer for the Freelancer Services performed as a user or for a user.

“User Content” means any information, data, feedback, content, text, photographs, images, video, music, or other digital information that you (i.e. User) provide/post at AIL-AID ENTERPRISES through its website [www.liadia.com](http://www.liadia.com) or its App (Android/IOS).

“APP” means any mobile application on Android as well as on IOS.

“Engagement” means an engagement for Freelancer services that a Freelancers provides to a user/freelancer under barter trade.

“Information, Records/Data/Package” means images, songs, catchers, photographs, Audio and video of professional services pictures, dossier of documents consisting of Pictures, videos and any other documents or digital information.

“Site” means our website [www.liadia.com](http://www.liadia.com) and other related websites, lia-dia App (Android / IOS ), and applications, owned and operated by AIL-AID ENTERPRISES, its predecessors or successors in interest, or its Affiliates.

“Product picture, Video profile or Images portfolio” means an user's product pictures portfolio/video profile or video portfolio or an edited collection of users offered products pictures, artwork, video consisting of any acts intended to showcase an user's products style, make or method of work, services offered by professionals to show other users, freelancers their products, services, skills or showing different samples of their work.

“Professional Services” means services of professionals authorized and licensed by the State or authorized and licensed by concerned regulatory body governing a profession for its practice by professionals, viz. Doctors, Architects, Lawyers, Engineers.

You should be 18 years old in age and must read, agree to, consent and accept all of the terms and conditions contained in this Agreement in order to use our website [www.liadia.com](http://www.liadia.com) or App (Android/IOS ), all affiliated websites, including mobile websites and applications, owned and operated by us, our predecessors or successors in interest, or our Affiliates, and/or for accessing all user offered products and services, that are accessible through our website [www.liadia.com](http://www.liadia.com) or App (Android/IOS ) and all AIL-AID ENTERPRISES websites, mobile applications whether provided by us or by our Affiliates.

YOU UNDERSTAND THAT BY USING THE SITE OR SITE SERVICES YOU AGREE TO BE BOUND BY THE TERMS OF AGREEMENT, INCLUDING THE MANDATORY BINDING ARBITRATION AND IF YOU DO NOT ACCEPT THE TERMS OF AGREEMENT IN ITS ENTIRETY, YOU MUST NOT ACCESS OR USE THE SITE OR THE SITE SERVICES. IF YOU AGREE TO THE TERMS OF SERVICE ON BEHALF OF AN ENTITY, OR IN CONNECTION WITH PROVIDING OR RECEIVING SERVICES ON BEHALF OF AN ENTITY OR AGENCY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND THAT ENTITY OR AGENCY TO THE TERMS OF SERVICE. IN THAT EVENT, “YOU” AND “YOUR” WILL REFER AND APPLY TO THAT ENTITY OR AGENCY.

Subject to the conditions set forth herein, AIL-AID ENTERPRISES may, in its sole discretion, may amend this agreement and the other Terms of Service at any time by posting a revised version on the Site and will provide reasonable advance notice to users/freelancers of any amendment that includes a Substantial Change. If the Substantial Change occurs we AIL-AID ENTERPRISES will provide at least 30 days' advance notice of the change, but may not provide any advance notice for terminating this agreement for any breach or default by users/freelancers or due to any governmental policy decision. or law in force.

**WHEREAS:**

AIL-AID ENTERPRISES is in the business of offering online platform for its users to offer their products and services to public at large and to promote their business by unique model of barter trade through AIL-AID ENTERPRISES website [www.liadia.com](http://www.liadia.com) or its App (both in Android/IOS) and all other AIL-AID ENTERPRISES websites, mobile applications whether provided by us or by our Affiliates. AIL-AID ENTERPRISES relying on the confirmations, representations and assurances of User has accepted in good faith his/her/their request to upload their offered products and professional services for barter trade on the terms and condition contained herein.

**NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:-**

1. DIGITAL SIGNATURE

By registering for an AIL-AID ENTERPRISES account on the Site [www.liadia.com](http://www.liadia.com) or by clicking/agreeing to accept the Terms of Service Agreement when prompted on the Site, you are confirmed to have agreed, consented, and executed this Agreement and the other Terms of Service electronically, effective on the date you click to accept the Terms of Agreement.

1.1 ACCOUNT REGISTRATION; PROFILE

By registering for an account, you must complete a User profile (“**Profile**”), which you consent to be shown to other Users and, unless you change your privacy settings, If you are a Freelancer, unless you use the Site solely as an employee and Agency Member of a registered Agency Account, you represent and warrant that you use your Profile to market your business to others for the purpose of entering into independent contractor relationships with other Users. You agree to provide true, accurate, and complete information on your Profile and all registration and other forms you access on the Site or provide to us and to update your information to maintain its truthfulness, accuracy, and completeness. You agree not to provide and to correct any information about your location, your business, your skills, or the services your business provides that is or becomes false or misleading. You agree not to ask or allow another person to create an Account on your behalf, for your use, or for your benefit.

1.2 IDENTITY VERIFICATION

When you register for an Account and from time to time thereafter, your Account will be subject to verification, including, but not limited to, validation against third-party databases or the verification and scrutiny of your posted/offered products and professional services and only after confirmation and approval of the same from officers of AIL-AID ENTERPRISES your ability to offer/represent your products and professional services on lia-dia site shall be approved and confirmed for display on its site for public access., and also one or more official government or legal documents that confirm your identity and your ability to offer/represent your products and professional services on lia-dia site, if it is a separate legal entity shall be required. You authorize AIL-AID ENTERPRISES, directly or through third parties, to make any inquiries necessary to validate your identity and confirm your ownership of your email address or other related accounts, subject to applicable law. When requested, you must provide us with information about you and your business.

2. CONSENT TO USE ELECTRONIC RECORDS/DATA/PACKAGE

In connection with the present terms of Agreement, you may be entitled to receive certain records/data/package from AIL-AID ENTERPRISES or our Affiliates, such as contracts, notices, and communications, in writing to facilitate your use of the Site and the Site Services, you give us permission to provide this records/data/package to you electronically instead of in paper form or as per the discretion of AIL-AID ENTERPRISES if situation demands otherwise.

## 2.1 YOUR CONSENT AND YOUR RIGHT TO TERMINATE/WITHDRAW CONSENT

By registering for an Account, you consent to electronically receive and access, via email or the Site, all records/data/package and notices for the services provided to you under the Terms of Service that we or our Affiliates would otherwise be required to provide to you in paper form. However, we reserve the right, in our sole discretion, to communicate with you via the Indian Postal Service and other third-party mail services using the address under which your account is registered. Your consent to receive records/data/package and notices electronically will remain in effect until you withdraw it. If you wish to terminate the present agreement or withdraw your consent/deregister to use ail-aid services for barter trade or to withdraw your consent to receive intimation of records/data/package and notices electronically at any time, by contacting us via Email at [Support@liadia.com](mailto:Support@liadia.com), thereafter we shall revoke your access to the Site and the Site Services, and you will no longer be permitted to use the Site or the Site Services and all your electronic data with Ail-Aid Enterprises shall be deleted. Any withdrawal of your consent to receive records/data/package and notices electronically will be effective only after we have a reasonable period of time to process your request for withdrawal. Please note that your withdrawal of consent to receive records/data/package and notices electronically will not apply to records/data/package and notices electronically provided by us to you before the withdrawal of your consent becomes effective.

## 2.2 KEEPING YOUR ADDRESS AND EMAIL ADDRESS CURRENT WITH US

In order to ensure that we are able to provide records/data/package and notices to you electronically, you agree to notify us immediately of any change in your email address by updating your Account information on the Site or by contacting Customer Support. In addition, so that we may communicate with you electronically or via the Indian Postal Service and other third-party mail services, you agree to notify us immediately of any change in your address.

## 2.3 HARDWARE AND SOFTWARE YOU WILL NEED TO USE THE SITE SERVICES FOR YOUR BUSINESS

To access and retain the records/data/package and notices we provide to you electronically, you will need: (a) a valid email address; (b) a computer system that operates on a platform like Windows or Mac; (c) a connection to the Internet; (d) Current Versions of the software, browsers, plug-ins, or other computer applications and programs identified on the Site (Users utilizing other browsers may experience compatibility difficulties); (e) a Current Version of a program that accurately reads and displays PDF files, such as the Current Version of Adobe Acrobat Reader; (f) a computer or device and an operating system capable of supporting all of the above; and (g) a printer to print out and retain records/data/package and notices in paper form or electronic storage to retain records/data/package and notices in an electronic form. By “**Current Version**”, we mean a version of the licensed software that is currently being supported by its publisher. We may change these requirements from time to time and will update this Agreement accordingly. You should retain a copy of all of the records/data/package and notices we send to you electronically. By accepting and

agreeing to this Agreement and the other Terms of this Service agreement electronically, you represent that you have read and understand the above consent to Upload and download records/data/package and receive notices electronically; you satisfy the minimum hardware and software requirements specified above; and your consent will remain in effect until you withdraw your consent as specified herein.

### 3. AIL-AID ENTERPRISES ACCOUNTS

#### 3.1 ACCOUNT ELIGIBILITY AND TERMINATION

To use the Site and certain Site Services, you must register for an Account. AIL-AID ENTERPRISES offers its Site and Site Services for your offered products and professional services for your barter trade and your business purposes only, and not for consumer use. To use the Site and Site Services, you must have, and hereby represent that you are 18 years old or a legal entity having an independent business (whether it be as a self-employed individual/sole proprietor or as a corporation or other entity) and you further represent that you intend to use the Site and Site Services for your products and professional services under barter trade or business purposes only, unless you use the Site and Site Services solely as an employee and Agency Member of a registered Agency Account. You understand that you must comply with any licensing or registration requirements with respect to your business, and you represent that you comply with all such requirements. By registering for an Account, by using the Site or Site Services after the Effective Date if you had an account on the Effective Date, or by clicking to accept the Terms of Service Agreement when prompted on the Site, you agree to: (a) abide by this Agreement and the other Terms of Service; (b) perform your obligations as specified in the present terms of this agreement. AIL-AID ENTERPRISES reserves the right, in its sole discretion, to refuse, suspend, delete your information, account or revoke your access to the Site and Site Services upon discovery that any information you provided on any form or posted on the Site is not true, defamatory, libellous, or incomplete, or such information or data/package consists of complete nudity, indecent images or pornographic images and pornographic videos or conduct which otherwise violates the Terms of this service Agreement, or for any other reason or no reason in AIL-AID ENTERPRISES's sole discretion. The party of second part further accords his/her unconditional consent and undertake for not raising any dispute of whatsoever nature before any forum, Tribunal, Courts, agencies or any statutory body appointed by the state for any reason whatsoever in regards to the services offered by AIL-AID ENTERPRISES or the business of party of First part.

3.2 You represent that you are not a citizen or resident of a geographic area in which access to or use of the Site or Site Services is prohibited by applicable law, decree, regulation, treaty, or administrative act. You agree that if your country of residence or other circumstances change such that the above representations are no longer accurate, that you will immediately cease using the Site and Site Services.

#### 3.3 AGENCY ACCOUNTS

For creating and registering an account through which your in-house, contracted people may register through you or through authorized Freelancers, and the Agency may act on their behalf in the roles assigned on their behalf in an account with first party site/app platform (to be known as an “**Agency Account**”). A Freelancer creates an Agency Account on behalf of a business (the “**Agency**”), which may be the Freelancer as a sole proprietor or a

partnership, corporation, or other legal entity the User controls. The Freelancer that registered the Agency Account may also grant certain account administration privileges for the Agency Account to one or more Agency Members (each, an “**Agency Account Administrator**”). Except as otherwise required by applicable law, only the User who registered the Agency Account and the Agency Account Administrators can add or remove Agency Members to or from the Agency Account.

Each Agency Member must have an Account and a Profile. You understand and agree that the Agency may determine the Profile visibility. Each Agency Member must be a User and must be a real person or legally recognized entity. Each Agency Member’s Account Profile must contain the Agency Member’s real name, and Agency Members must comply with all Terms of Service Agreement. Agency Members’ identities will be subject to verification. If any of your Agency Members violate the Terms of Service agreement, it may affect your ability to use the Site. Upon closure of an Agency Account, AIL-AID ENTERPRISES may close any or all related Accounts. You agree to grant access to the Agency Account, including with respect to any Agency Members, only to Users authorized to act on your behalf and only in accordance with the Terms of Service. Additionally, you agree to be fully responsible and liable for any action of any Agency Member and any other User who uses the Agency Account, including Agency Account Administrators. You represent that your Agency Members have the authority to accept the Terms of Agreement on your behalf and to create a legally binding obligation on your behalf. You understand and agree that an Agency Member may accept and enter into Service Contracts on behalf of the Agency, and that the Agency is responsible and liable for all Service Contracts accepted by anyone acting as an Agency Member. Each Agency Member is either an employee or an independent contractor of the Agency, freelancer as determined by the Agency. Without limiting the Agency’s obligations, the Agency acknowledges and agrees that it assumes all liability for the classification of its Agency Members as employees or independent contractors.

### 3.4 USERNAMES AND PASSWORDS

When you register for an Account, you will be asked to choose a username and password for the Account. Each User and any Agency Account Administrator/Representative will also be asked to choose the initial username and password for any Agency Account that is added to the Account (and can change the password for the Agency Account at any time). You are entirely responsible for safeguarding and maintaining the confidentiality of your Account username or password or Agency Account username and password. You authorize AIL-AID ENTERPRISES to assume that any person using the Site with your username and password, either is you or is authorized to act for you. You agree to notify us immediately if you suspect or become aware of any unauthorized use of your Account or Agency Account or any unauthorized access to your password or the password of any User of your Account (or any related Agency Account). You further agree not to use any username, or password of another User of the Site that you are not authorized to use, and not to allow others who are not authorized to do so to use your Account or Agency Account at any time.

### 3.5 MARKET PLACE FEEDBACK

You acknowledge and agree that feedback benefits the marketplace, all Users, and the efficiency of the Site and you specifically request that AIL-AID ENTERPRISES post composite or compiled feedback about Users, including yourself, on User Profiles and elsewhere on the Site. You acknowledge and agree

that feedback results for you, if any, will consist of comments, ratings, indicators of User satisfaction, and other feedback left by other Users. You further acknowledge and agree that AIL-AID ENTERPRISES will make feedback results available to other marketplace Users, including composite or compiled feedback. AIL-AID ENTERPRISES provides this feedback system as a means through which Users can share their opinions publicly and AIL-AID ENTERPRISES does not monitor or censor these opinions. You acknowledge and agree that posted composite or compiled feedback relate only to the business advertised in the Freelancer Profile and not to any individual person. You agree not to use the feedback to make any employment, credit, credit valuation, underwriting, or other similar decision about any other User. AIL-AID ENTERPRISES does not investigate any remarks posted by Users for accuracy or reliability but may do so if a User requests that AIL-AID ENTERPRISES do so. You may be held legally responsible for damages suffered by other Users or third parties as a result of your remarks if such remarks are legally actionable or defamatory. AIL-AID ENTERPRISES is not legally responsible for any feedback or comments posted or made available on the Site by any Users or third parties, even if that information is defamatory or otherwise legally actionable. In order to protect the integrity of the feedback system and protect Users from abuse, AIL-AID ENTERPRISES reserves the right (but is under no obligation) to remove posted feedback or information that, in AIL-AID ENTERPRISES's sole judgment, violates the Terms of Service Agreement or negatively affects our marketplace. You acknowledge and agree that you will notify AIL-AID ENTERPRISES of any error or inaccurate statement in your feedback results, including the feedback, and that if you do not do so, AIL-AID ENTERPRISES may rely on the accuracy of such information.

#### **4. PURPOSE OF THE SITE AND SITE SERVICES FOR USERS**

4.1 The Site is a marketplace where Users / Agency/ Freelancers can identify each other and Post / advertise/ market and deal Freelancer Services online. Subject to the Terms of Services that AIL-AID ENTERPRISES provides.

4.2 The party of the Second Part hereby authorizes party of the First Part to access its /users entire data, upload, share, circulate the same to any of AIL-AID ENTERPRISES departments, its affiliates and to any Government bodies or its wings, affiliates for any official purposes, and for which the Party of the Second Part hereby acknowledge, consents, and agrees.

4.3 The party of the Second Part shall after registering with AIL-AID ENTERPRISES on their site, [www.liadia.com](http://www.liadia.com), Mobile App, shall use its user id and password as a gateway to upload their profile /portfolio/ photos/ video, information and also to get updates as to the date, time and details of other users who accessed their profile, photos and data and for comments made by them thereunder.

#### **TERMINATION OF AGREEMENT**

In furtherance of clauses 2.1, 3.1 above the user (Second Party) agrees and confirm that AIL-AID ENTERPRISES has the right to terminate this agreement and its representation with immediate effect in case it is noted that the User have resorted to unfair practices to get registered or use AIL-AID ENTERPRISES services , further AIL-AID ENTERPRISES shall at any time remove the data of the User from its site/portal/search engine without intimation and without citing any reason to the said User. A waiver by

either of the parties hereto of a breach of any of the provisions herein shall not be deemed a waiver of any subsequent breach nor a modification of such provision.

### **DECLARATION OF PARTY OF SECOND PART**

- a) That AIL-AID ENTERPRISES is not be a party in any way whatsoever for any kind of agreement/deals covenants entered between Users and third parties / users registered with AIL-AID ENTERPRISES or any person whatsoever.
- b) It is also expressly agreed between the parties hereto that AIL-AID ENTERPRISES shall provide complete details of the User to its other registered users / client/third parties.
- c) AIL-AID ENTERPRISES does not guarantee any kind of confirmation of work/ job on behalf of its users/ registered clients/third party advertised on its site and also does not guarantee the authenticity of its Users ( as mentioned in Fair Use and Disclaimer page ) third parties advertised on its site. User declares that they shall conduct due diligence in all manner before entering in any agreement/contract with AIL-AID ENTERPRISES's registered users, clients/third parties advertised on AIL-AID ENTERPRISES platforms of its site or other affiliated Applications (APP).
- d) User undertakes that he/she shall not in any way whatsoever hold AIL-AID ENTERPRISES liable or responsible for any dispute between AIL-AID ENTERPRISES users, clients/third parties advertised on AIL-AID ENTERPRISES's site due to any agreement/contract entered in execution of barter trade or dealings of any nature whatsoever or for work /assignments or availed or offered professional services/ job of any nature whatsoever.
- e) User declares that he/she has authorized AIL-AID ENTERPRISES to use any of his/her data including photos, portfolios video to advertise/publicize for campaigns, banners, advertisement materials, and for other promotional activities of AIL-AID ENTERPRISES or for its website/ site /portal/search engine free of cost as a token of appreciation for AIL-AID ENTERPRISES services to its users, and shall not object in any way whatsoever for the same if used.
- f) AIL-AID ENTERPRISES is hereby granted the exclusive right by the User to use and distribute and allow or license others to make use of and distribute User's name, portrait and pictures, data in connection with the advertising and/or publicity of the User in any industry or other advertising campaigns, promotional and in connection with the matters covered by this agreement. It is further understood and agreed that AIL-AID ENTERPRISES does not operate as an employment agency or any business or online business of buying / selling of products or offering professional services or outlet business or agency of any nature whatsoever.

### **INDEMNIFICATION**

The Second Party (User) (the "Indemnifying Party") hereby agrees to indemnify the Party of First Part (AIL-AID ENTERPRISES) (the "Indemnified Party") from and against any and all losses, claims, damages, liabilities and fees, expenses and disbursements (including the fees, expenses and disbursements of counsel), incurred by the Indemnified Party, directly or indirectly that arise out of or result from the acts of Second Party (User) and due to any breach of any of the representations and warranties made by the Indemnifying Party hereunder; or any breach of any covenant or undertaking



or obligation of the Indemnifying Party under this Agreement; or any other act of neglect or default of the Indemnifying Party.

**ARBITRATION**

Any disputes or differences which may arise between the parties hereto with respect to Terms of Service Agreement, interpretation of any provisions or of the terms and conditions thereof and all other matters arising out of this Agreement shall be referred to sole arbitrator to be appointed by AIL-AID ENTERPRISES and such arbitration shall be governed by the Indian Arbitration and Conciliation Act, 1996 and the jurisdiction/proceedings shall be conducted at Mumbai alone.

**IN WITNESS WHEREOF** the Parties hereto have hereunto set and subscribed their respective hands and seal the day and the year first hereinabove mentioned.

[CLICK to accept the Terms of the Service Agreement](#)