# Terms and Conditions

This Agreement was last revised on April 1th, 2020.

# INTRODUCTION

Jobsdiem is an employment platform/marketplace that combines permanent jobs with the gig economy.  
The system is designed to efficiently get the worker on a permanent job quickly, while also generating income through gig jobs in their free time.  
Using skills, location, availability and more. Our system matches job offers to relevant candidates only, reducing the time wasted on both sides of the spectrum.  
For this we have three types of user accounts:  
Worker – For Individual looking for a permanent job and/or gig jobs   
Business – Account to connect and recruit permanent workers   
Client – For any individual or small business that need to find and connect with temporary workers

# User agreement: We offer you access for our services through the Platform (defined below) subject to the following Terms of Service, which may be updated by us from time to time with or without notice to you. By accessing and using this Platform, you acknowledge that you have read, understood and agree to be lawfully bound by these terms and conditions and our Privacy Policy, which are hereby incorporated by reference (collectively, this “Agreement”). In case you do not agree with any of these terms, then please do not use the Platform.

# DEFINITIONS

* “Agreement” is denoting to this Terms and Conditions and the Privacy Policy and other documents provided to you by the Platform;
* “Service” or “Services” is a reference to any service defined below, which we may provide and which you may request via our Platform;
* “User”, “You” and “your” are denotes to the person who is visiting or accessing for taking any service from us. User shall include the company, partnership, sole trader, person, body corporate or association taking services of this Platform;
* "Worker" means the user that has the intent to provide direct services to clients or to be connected with relevant permanent job offers by business account;
* “Business” Means the user looking to post job offers, interview and potentially hire permanent workers.
* "Client" means the user that uses the Jobsdiem’s Platform with the intention of finding workers for undertaking gig/temporary jobs;
* “We”, “us”, “our” and “Company” are references to JOBSDIEM;
* ”Platform” shall mean and include "https://www.jobsdiem.com; mobile application and any successor Platform or mobile application of the Company or any of its affiliates
* “Gig Job” shall means temporary based jobs to be contracted by the Client from the worker.
* “Permanent Job” shall means the permanent job offers from Business to registered workers.
* “User Account” shall mean an electronic account opened by the user on the Platform to avail services offered through Jobsdiem;

# INTERPRETATION

* All references to singular include plural and vice versa and the word "includes" should be construed as "without limitation".
* Words importing any gender shall include all the other genders.
* Reference to any statute, ordinance or other law includes all regulations and other instruments and all consolidations, amendments, re-enactments or replacements for the time being in force.
* All headings, bold typing and italics (if any) have been inserted for convenience of reference only and do not define limit or effect the meaning or interpretation of the terms of this Agreement.

# COMMITMENT AND SCOPE

* Acceptance. By using our application or service in any manner, you are bound by these Terms and Conditions, as well as the terms of the Agreement identified above. In case you do not accept the terms, then please do not use our Platform. If you are accepting these Terms on behalf of a Company, organization, government, or other legal entity, you hereby represent and warrant that (a) you are legally authorized to do so, (b) the entity agrees to be legally bound by the Terms, and (c) neither you nor the entity is barred from using the Services or accepting the Terms under the laws of the applicable jurisdiction.
* Scope. These Terms govern your use of Mobile Application, Platform and the Services. Except as otherwise specified, these Terms do not apply to Third-Party Products or Services, which are governed by their own terms of service.
* Eligibility: Our service is not available to minors under the age of 18 or to any users suspended or removed from the system by us for any reason.
* Electronic Communication: When you use this Platform or send e-mails and other electronic communications from your desktop or mobile device to us, you are communicating with us electronically. By sending, you agree to receive a reply communication from us electronically in the same format and you can keep copies of these communications for your records.
* The user is responsible for any conversation and negotiation between users within the platform but can and must ask for our intervention is case of any abuse or misconduct.

# OUR SERVICES

Jobsdiem is a marketplace where Clients, Business and Workers can identify each other and advertise, buy, and sell Worker Services online.

The purpose of this Platform is to offer a platform between the Client, Business and the Worker to negotiate and close deals for gig/temporary work or connect and arrange interviews for permanent position.

Here, we act as a facilitator and merely provides an online platform for the Clients, Business and Worker to interact with each other.

The Services are offered to the Users through various modes which may include communication, negotiation, payments and arrangement for interaction outside of the platform.

# MODIFICATIONS TO THE SERVICE

We reserve the right, in our discretion, to change, modify, add to, or remove portions of the Terms (collectively, “**Changes**”), at any time. We may notify you of Changes by sending an email to the address identified in your Account or by posting a revised version of the Terms incorporating the Changes to our Platform.

# REGISTRATION INFORMATION

If you access this Platform, in order to access Resources, you will be required to provide specific information and to create a user ID and password to establish an account.

You agree that the information you provide in connection with establishing any account is accurate and that you will keep your information up-to-date. You are responsible for the security of all of your user names, passwords and registration information (such as unique account identifiers or historical billing information), and you are solely responsible for any use (authorized or not) of your accounts. You agree to notify us immediately about any unauthorized activity regarding any of your accounts or other breaches of security. We may at our discretion suspend or terminate any of your user names and passwords at any time with or without notice.

# CONTENT

We publish our own content as well as links, content and resources provided by third parties and content that has been specifically commissioned by us for publication on the Platforms.

All proprietary rights relating to any third-party links, content or resources published on the Platform shall remain with the original source or the author(s) of that material and where any content has been commissioned by us for publication on the Platform, any proprietary rights in such content remain with the relevant author, unless otherwise agreed or specified.

For all other content published on the platform, JOBSDIEM reserves all proprietary rights including, but not limited to, copyrights, trademarks and other intellectual property rights in and to all content on the Platform; this includes all text, graphics, photographs, logos and/or other items that appear on the Platforms. We also reserve its rights over the Platform template, including its layout and structure.

Visitors are not authorized to use the Platform’s name, logo or likeness without prior consent.

# USER SUBMISSION

* 1. **Content Responsibility.**

When you use Jobsdiem’s platform you agree to adhere to the content guidelines listed in our terms of services and privacy policies. You are sole responsible for the post or information submitted by you. It is all your risk and accountability towards the content reliability.

Do not post or submit any information that:

* Contains ill-mannered, profane, abusive, racist or hateful language or expressions, text, photographs or illustrations that are pornographic or in poor taste, inflammatory attacks of a personal, racial or religious nature;
* is defamatory, threatening, disparaging, grossly inflammatory, false, misleading, fraudulent, inaccurate, unfair, contains gross exaggeration or unsubstantiated claims;
* violates the privacy rights of any third party, is unreasonably harmful or offensive to any individual or community;
* discriminates on the grounds of race, religion, national origin, gender, age, marital status, sexual orientation or disability, or refers to such matters in any manner prohibited by law;
* violates or inappropriately encourages the violation of any municipal, state, federal or international law, rule, regulation or ordinance;
* uses or attempts to use another's account, password, service or system except as expressly permitted by the Terms of use uploads or transmits viruses or other harmful, disruptive or destructive files;
* sends repeated messages related to another user and/or makes derogatory or offensive comments about another individual or repeats prior posting of the same message under multiple emails or subjects;
* Information or data which are unlawfully obtained.

Any submitted content can be taken down. If repeated violations occur, we reserve the right to cancel user access to our services without advanced notice.

# ORDERING SERVICE AND PAYMENT

* All the transaction from this platform shall be governed by our terms and conditions.
* Any service fee from a Gig Job charged from the worker is stated on the users dashboard
* Business account have to purchase ‘’credits’’ to unlock communication with candidates, every 1 credit equals on candidate unlock;
* All credits bought by business are non-refundable but does not expires.
* Any order for purchasing any service from this platform is between Client and Worker. User agree to take particular care when providing details of the jobs and warrant that these details are accurate and complete at the time of ordering and throughout conversations till the job is completed.
* Payment mode shall be:
  + All payments are processed by Stripe API and such all payments information are secured by their services.
  + All payments done outside of the platform are of the responsibility of the user.
* When ordering any service from this Platform Client are required to provide his/her details. Client must ensure that he/she keep these details secure and do not provide this information to a third party.
* We will take all reasonable care, in so far as it is in our power to do so, to keep the details of your order and payment secure, in negligence on your part we cannot be held liable for any loss you may suffer if a third party procures unauthorized access to any data you provide when exchanging information within the Platform.
* We may refuse or be unable to process your order if:
  + - * You card does not give authorization for the payment of purchase price.
      * You do not meet the eligibility to order criteria set out above.

# You must notify us instantly if any particulars are inappropriate. If your payment has not been accepted you will be informed.

# For Client, Refund shall be made as per our Client’s refund policy mentioned below.

* We are happy to support you if there is any issue you can contact our back-office team for any inquiry or problem.
* We take user feedback very seriously and use it to constantly improve our products and quality of service.

# LIMITED GUARANTEE

By availing our services:

* We provide an opportunity for you to avail the offered Services from our Platform;
* We do not provide any warranty or guarantee that the Service descriptions form users are accurate, complete, reliable, current, or error-free. But our team are ready to intervene in any dispute as a consequence of miss representation of job posts and negotiations.

# GEOGRAPHIC RESTRICTION

We reserve the right, but not the obligation, to limit the usage or supply of any service to any person, geographic region or jurisdiction. We may use this right as per the necessity. We reserve the right to suspend any Service at any time. Any offer to provide any Service made on our Platform is invalid where banned.

# DUTIES

# Worker Duties

Worker warrants that -

1. Worker is responsible for the prices quoted for his services on the Jobsdiem’s Platform.
2. Worker takes full responsibility for all information provided on the platform and must indemnify Jobsdiem in relation to any liability incurred by Jobsdiem as a result of such information.
3. Worker must contact a Client through the platform. Any other means of communication before closing of the deal is prohibited and unrecommended after closing the deal as it will not be possible to help with any disputes.
4. Worker shall indemnify Jobsdiem for all claims and liabilities arising out of any use by the Worker of the Jobsdiem’s Platform, including costs and expenses incurred
5. Worker must not be in any way abusive about a Client or Business on the Platform or any other place.
6. Worker is not an employee of Jobsdiem and accepts full responsibility for all Income Tax, National Insurance and other liabilities arising from use of the platform.
7. All information provided by a Worker on the Jobsdiem’s Platform must be accurate and kept up-to-date. This includes a correct name, address, telephone number and other details. Details entered by the Worker on the Jobsdiem’s Platform will be publicly visible and may appear in search engine results.
8. Use of the Jobsdiem’s platform is entirely at a Worker's responsibility. Worker must exercise complete caution when using the Platform and entering into any agreements to provide services to a Client or arranging interviews with Business.
9. Worker must accept payment from the Client only through the JOBSDIEM platform.
10. Until interview is booked, Worker should only communicate with Business within Jobsdiem’s chat function.
11. The details of the Worker will be checked before it is displayed on the platform. The site has right to reject inappropriate details the Worker wish to display.

# Client Duties

1. A Client accepts that his Contract for listed services is with the Worker. Jobsdiem is only the facilitator and is not responsible for the performance of any obligations agreed or impliedly agreed through actions between the Worker and Client.
2. A Client must contact the Worker through the Platform. Any other means of communication is prohibited.
3. A Client shall pay the Worker through the platform. Any other way of payment is prohibited.
4. A Client must not publish any abusive comments about a Worker or other Clients on the Platform. This include defamatory or derogatory comments. Instead report any wrong doing to our team.

# Business Duties

1. Business are matched with workers by the system, he/she needs to check carefully the workers that you are most interested on unlocking the chat as refunds are not issued.
2. Until an interview is booked through the platform Business must contact the Worker through the Platform. Any other means of communication is prohibited.
3. Business should not post any fake or misleading jobs on the platform.
4. A Business must not publish any abusive comments about a Worker or any other Business on the Platform. This include defamatory or derogatory comments. Instead report any wrong doing to our team.
5. Business must take full responsibility of their contact with worker outside of the platform.

# USER RESTRICTION

To use our Services, you must:

1. Comply with applicable laws and regulations and not indulge in illegal activities;
2. Not involved in an activity that is harmful to us or our customers, advertisers, affiliates, vendors, or anyone else;
3. Not use any Service or any process to damage, disable, impair, or otherwise attack our Services or the networks connected to the Services.
4. Protect your username and password;
5. Not use any automated process to access or use the Services or any process, whether automated or manual, to capture data or content from any Service for any reason; and

We can take any technical, legal, and other actions that we deem, in our sole discretion, necessary and appropriate without notice to you to prevent violations and to enforce this Agreement.

# USER COMMITMENT AND RESPONSIBILITIES

* You shall use the Service for a lawful purpose and comply with all the applicable laws;
* You shall not post or exchange within the platform any content that:
  + Defamatory, infringes any trademark, copyright or any proprietary rights of any person or affect any one’s privacy, contain violence or hate speech, include any sensitive information about any person.
* You shall not use or access the platform for collecting any market research for some competing business;
* You shall not use any virus, hacking tool for interfering in the operation of the platform or data and files of the platform;
* You will not use any device, scraper or any automated system to access our platform or mobile Application for any mean without taking permission.
* You will inform us about anything is inappropriate or illegal;
* You will not interfere with or try to interrupt the proper operation of the Platform through the use of any virus, device, information collection or transmission mechanism, software or routine, or access or try to gain access to any data, files, or passwords connected to the platform or mobile application through hacking, password or data mining, or any other means;
* You will not take any act that levies or may levy (in our sole decision) an unreasonable or unreasonably big load on our technical arrangement; and
* You will let us know about unsuitable content of which you become aware.  If you discover something that infringes any law, please let us know, and we’ll review it.

We reserve the right, in our sole and absolute discretion, to deny you access to the platform or any service, or any portion of the platform and mobile application or service, without notice, and to remove any content.

# SAFETY TIPS

1. Never share your password, personal information no relevant to the job after deal is made, any official identity document with anyone.

2. Never send any money to another user directly.

# EXCLUSION OF LIABILITY

We shall not be liable and responsible for the behavior of the users and we are also not accountable for the quality of the services provided by the Worker on the platform but we are happy to intervein to help resolve a claim.

Further, we shall not be liable for direct, indirect consequential or any other form of loss or damage that may be suffered by a user through the use of the Jobsdiem’s platform including loss of data or information or any kind of financial or physical loss or damage.

In no event shall JOBSDIEM, nor its Owners, directors, employees, partners, agents, suppliers, or affiliates, be accountable for any indirect, incidental, special, eventful or exemplary costs, including without limitation, loss of proceeds, figures, usage, goodwill, or other intangible losses, consequential from (i) your use or access of or failure to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content attained from the service; and (iv) unlawful access, use or alteration of your transmissions or content, whether or not based on guarantee, agreement, domestic wrong (including carelessness) or any other lawful concept, whether or not we've been aware of the possibility of such damage, and even if a cure set forth herein is originate to have futile of its important purpose.

# NO RESPONSIBILITY

We are not responsible to you for:

* any reliance that you may place on any material or commentary, review or rating posted on our platform. Please note that nothing contained in our platform or the material published on it is intended to amount to advice on which you should rely; or
* any losses you suffer because the information you put into our platform is inaccurate or incomplete; or
* any losses you suffer because you cannot use our platform at any time; or
* any losses you suffer through connecting to any linked third-party platforms or any statements, information, content, products or services that are published on, or may be accessible from, any linked third party platform and we do not guarantee that they are free from viruses or anything else that could be infectious or destructive; or
* any errors in or omissions from our platform; or
* any losses you may suffer by relying on any commentary, postings or reviews (of our services or that of our partners) on our platform; or
* any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our platform or to your downloading of any material posted on it, or on any platform linked to it; or
* the privacy policies and practices of other linked third-party platforms, even if you access them using links from our platform; or
* any unauthorized access or loss of personal information that is beyond our control.
* Any user is fully responsible for all Income Tax, National Insurance and other liabilities arising from use of the platform.

# THIRD PARTY LINKS

We may comprise links to external or third-party platforms (“External Sites”).  These links are provided exclusively as ease to you and not as an authorization by us of the content on such External Sites.  The content of such External Sites is created and used by others.  You can communicate the site administrator for those External Sites.  We are not accountable for the content provided in the link of any External Sites and do not provide any representations about the content or correctness of the information on such External Sites.  You should take safety measure when you are downloading files from all these platforms to safeguards your computer and mobile phone from viruses and other critical programs.  If you agree to access linked external sites, you do so at your own risk.

# PERSONAL INFORMATION AND PRIVACY POLICY

By accessing and using our platform, you approve us to use, store or otherwise process your personal information as per our Privacy Policy.

# ERRORS, INACCURACIES AND OMISSIONS

Every effort has been taken to ensure that the information offered on our platform is accurate and error-free. We apologize for any errors or omissions that may have occurred. We cannot give you any warranty that usage of the platform will be error-free or fit for purpose, timely, that defects will be amended, or that the site or the server that makes it available are free of viruses or bugs or signifies the full functionality, accuracy, reliability of the Platform and we do not make any warranty whatsoever, whether express or implied, relating to fitness for purpose, or accuracy.

# DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

OUR PLATFORM, AND THE SERVICE ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT ANY WARRANTIES OF ANY KIND, INCLUDING THAT THE PLATFORM WILL OPERATE ERROR-FREE OR THAT THE PLATFORM, ITS SERVERS OR ITS CONTENT OR SERVICE ARE FREE OF VIRUSES OR SIMILAR DESTRUCTIVE FEATURES.

WE DISCLAIM ALL LICENSES OR WARRANTIES, INCLUDING, BUT NOT LIMITED TO, LICENSES OR WARRANTIES OF TITLE, MERCHANTABILITY, NON-VIOLATION OF THIRD PARTIES’ RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM A MATTER OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. IN RELATION WITH ANY WARRANTY, CONTRACT, OR COMMON LAW TORT CLAIMS: (I) WE SHALL NOT BE LIABLE FOR ANY UNINTENDED, INCIDENTAL, OR SUBSTANTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS STOPPAGE RESULTING FROM THE USE OR INABILITY TO ACCESS AND USE THE PLATFORM OR THE CONTENT, EVEN IF WE HAVE BEEN RECOMMENDED OF THE POSSIBILITY OF SUCH DAMAGES.

THE PLATFORM MAY COMPRISE TECHNICAL INCORRECTNESS OR TYPOGRAPHICAL ERRORS OR OMISSIONS. UNLESS REQUIRED BY APPLICABLE LAWS, WE ARE NOT ACCOUNTABLE FOR ANY SUCH TYPOGRAPHICAL, TECHNICAL, OR PRICING ERRORS RECORDED ON THE PLATFORM.  THE PLATFORM MAY CONTAIN INFORMATION ON CERTAIN SERVICES, NOT ALL OF WHICH ARE AVAILABLE IN EVERY LOCATION.  A REFERENCE TO A SERVICE ON THE PLATFORMS DOES NOT SUGGEST THAT SUCH SERVICE IS OR WILL BE ACCESSIBLE IN YOUR LOCATION.  WE RESERVE THE RIGHT TO DO CHANGES, CORRECTIONS, AND/OR IMPROVEMENTS TO THE PLATFORM AT ANY TIME WITHOUT NOTICE.

# COPYRIGHT AND TRADEMARK

The Platform contains material, such as software, text, graphics, images, designs, sound recordings, audiovisual works, and other material provided by or on behalf of us (collectively referred to as the “Content”).  The Content may be possessed by us or third parties.   Unauthorized use of the Content may infringe copyright, trademark, and other laws.  You have no rights in or to the Content, and you will not take the Content except as allowed under this Agreement.  No other use is allowed without prior written consent from us.  You must recollect all copyright and other proprietary notices contained in the original Content on any copy you make of the Content.  You may not transfer, provide license or sub-license, sell, or modify the Content or reproduce, display, publicly perform, make a derivative version of, distribute, or otherwise use the Content in any way for any public or commercial purpose.  The use or posting of the Content on any other Platform or in a networked computer environment for any purpose is expressly prohibited.

If you infringe any part of this Agreement, your permission to access and/or use the Content and the Platform automatically terminates and you must immediately destroy any copies you have made of the Content.

Our trademarks, service marks, and logos used and displayed on the Platform are registered and unregistered trademarks or service marks of us.  Other company, product, and service names located on the Platform may be trademarks or service marks owned by others (the “Third-Party Trademarks,” and, collectively with us, the “Trademarks”).  Nothing on the Platform should be construed as granting, by implication, estoppel, or otherwise, any license or right to use the Trademarks, without our prior written permission specific for each such use.    None of the Content may be retransmitted without our express, written consent for each and every instance.

# INDEMNIFICATION

You agree to secure, indemnify, and hold us and our officers, directors, employees, successors, licensees, and allocates harmless from and against any dues, actions, or demands, including, without restriction, judicious legal and accounting fees, arising or consequential from your breach of this Agreement or your misappropriation of the Content or the Platform.  We shall make available notice to you of any such claim, suit, or proceeding and shall assist you, at your expense, in defending any such claim, suit, or proceeding.  We reserve the right, at your expense, to assume the exclusive defense and control of any matter that is subject to indemnification under this section.  In such case, you agree to cooperate with any reasonable requests assisting our defense of such matter.

# MISCELLANEOUS

### SEVERABILITY

If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Terms will otherwise remain in full force and effect and enforceable.

### TERMINATION

The Services will be provided to you can be cancelled or terminated by us. We may terminate these Services at any time, with or without cause. We will have no liability to you or any third party because of such termination. Termination of these Terms will terminate all of your Services subscriptions.

Effect of Termination. Upon termination of these Terms for any reason, or cancellation or expiration of your services: (a) We will cease providing the services; (b) you will not be entitled to any refunds or usage fees, or any other fees, pro-rata or otherwise; (c) any fees you owe to us will immediately become due and payable in full, and (d) we may delete your archived data within 30 days. All sections of the Terms that expressly provide for survival, or by their nature should survive, will survive termination of the Terms, including, without limitation, indemnification, warranty disclaimers, and limitations of liability.

### ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter contained in this Agreement.

GOVERNING LAW AND JUDICIAL RECOURSE

The terms herein will be governed by and construed in accordance with the law of England and Wales without giving effect to any principles or conflicts of law. The courts of England and Wales shall have exclusive jurisdiction over any dispute arising from use of the platform.

### FORCE MAJEURE

We will have no liability to any users, or any third party for any failure to perform its obligations under these Terms in the event that such non-performance arises as a result of the occurrence of an event beyond the reasonable control of us, including, without limitation, an act of war or terrorism, natural disaster, spread of diseases, failure of electricity supply, riot, civil disorder, or civil commotion or other force majeure event.

### **HOSTING SERVICES**

We have entered into arrangements with one or more third parties for hosting services that are essential to the Services incorporated within the Services and without which the Services could not be provided to you. Some of your data can be stored abroad.

### ASSIGNMENT

The Company shall have the right to assign/transfer this agreement to any third party including a holding company, subsidiaries, affiliates, associates and group companies, without any consent of the User.

### CONTACT INFORMATION

If you have any questions about these Terms, please contact us at [queries@jobsdiem.com](mailto:queries@jobsdiem.com)