

## **FlexiBench Terms & Conditions**

Effective Date: 14 September, 2023.

### **1. Acceptance of Terms & Conditions**

Welcome to FlexiBench, a product of Indika AI Private Limited ("FlexiBench," "we," "us," or "our"). These Terms & Conditions ("Terms") govern your use of the FlexiBench platform, including but not limited to accessing insights, jobs, courses, assessments, and other services provided through the platform. By signing up for and using FlexiBench, you agree to be bound by these Terms. If you do not agree to these Terms, please do not use our platform.

### **2. User Registration**

2.1. To access and use FlexiBench, you must complete the registration process. You agree to provide accurate and up-to-date information, including your name, contact information, country of residence, age, birth date, education, language proficiency, etc.

2.2. You are responsible for maintaining the confidentiality of your login credentials, including your username and password. You agree not to share your credentials with others and to notify us immediately if you suspect any unauthorized access to your account.

### **3. Platform Services**

3.1. FlexiBench offers a platform that connects individuals seeking AI training, AI-augmented roles, and employment opportunities with businesses looking to hire AI-trained professionals or leverage AI-augmented workforces.

3.2. You acknowledge that FlexiBench does not guarantee the availability of jobs, courses, or assessments, nor the successful matching of candidates with businesses.

## **4. Privacy**

4.1. **Data Protection and Privacy:** We are committed to protecting your personal data and privacy in accordance with applicable data protection laws, including the Data Protection and Privacy Policy Act (DPDP Act) . Our Privacy Policy outlines how we collect, use, and protect your personal information. By using FlexiBench, you acknowledge that you have read, understood, and agreed to our Privacy Policy.

**4.2. Data Subject Rights:** You have the right to access, rectify, or delete your personal data held by us. You may exercise these rights by contacting us through the contact information provided in our Privacy Policy.

**4.3. Data Security:** We will take appropriate measures to secure your personal data and protect it from unauthorized access or disclosure. However, you understand that no data transmission over the internet is completely secure, and we cannot guarantee the security of your data.

**4.4. Cookies:** We may use cookies or similar technologies to enhance your experience on FlexiBench. You can manage your cookie preferences through your browser settings.

**4.5. Data Transfers:** We may transfer your personal data to third parties for the purposes outlined in our Privacy Policy, but only in compliance with applicable data protection laws and with your explicit consent when required.

**4.6. Data Breach Notification:** In the event of a data breach that affects your personal data, we will notify you and the relevant authorities as required by law.

## **5. User Conduct**

5.1. You agree to use FlexiBench in compliance with all applicable laws and regulations. You will not use the platform for any unlawful, harmful, or fraudulent activities.

5.2. You are responsible for any content you submit to FlexiBench, including but not limited to your profile information, comments, and messages. You agree not to post or transmit content that is offensive, harmful, or violates the rights of others.

## **6. Intellectual Property**

6.1. FlexiBench and its content, including but not limited to text, graphics, logos, and software, are protected by intellectual property laws. You agree not to reproduce, modify, distribute, or create derivative works based on our platform or content without our prior written consent.

## **7. Termination**

7.1. We reserve the right to terminate or suspend your access to FlexiBench at our discretion, with or without cause. You may also terminate your account at any time by notifying us in writing.

## **8. Disclaimers and Limitations of Liability**

8.1. FlexiBench is provided "as is" and without warranties of any kind, whether express or implied. We do not guarantee the accuracy, completeness, or reliability of the platform's content.

8.2. We are not responsible for any direct, indirect, incidental, consequential, or punitive damages arising from your use of FlexiBench.

## **9. Modifications to Terms**

9.1. We may update these Terms from time to time. Any changes will be posted on FlexiBench, and it is your responsibility to review them periodically. Your continued use of FlexiBench after the posting of changes constitutes your acceptance of the modified Terms.

## **10. Governing Law**

10.1. These Terms are governed by and construed in accordance with the laws of Mumbai, India, without regard to its conflict of law principles.

## **11. Contact Information**

If you have any questions or concerns about these Terms & Conditions, please contact us at [flexibench@indikaAI.com](mailto:flexibench@indikaAI.com)

By signing up and using FlexiBench, you acknowledge that you have read, understood, and agreed to these Terms & Conditions, including the provisions related to data protection and privacy.