

## **SS BREAK FREE LLP**

### **TERMS AND CONDITIONS**

These Terms of Use ("Terms") govern the access or use by you, an individual, from within India of applications, websites, content, products, and services (the "Services") made available by SS Break Free LLP (hereafter, referred as Break Free), a limited liability partnership established in India, having its registered office at Second Floor, House Number – 356, Sector 45, Gurgaon, Haryana, 122003 ("SS Break Free LLP").

#### **KINDLY READ THESE TERMS CAREFULLY BEFORE USING OR ACCESSING THE SERVICES**

Your access and use of the Services constitutes your agreement to be bound by these Terms, which establishes a contractual relationship between you and Break Free. If you do not agree to these Terms, you may not access or use the Services. These Terms explicitly succeeds prior written agreements with you. Supplemental terms may apply to certain Services, such as policies for a particular event, activity, or promotion, and such supplemental terms will be disclosed to you in connection with the applicable Services. Supplemental terms are in addition to, and shall be considered a part of, the Terms for the purposes of the applicable Services.

Supplemental terms shall prevail over these Terms in the event of a conflict with respect to the applicable Services. Break Free may restrict you from accessing or using the Services, or any part of them, immediately, without notice, in circumstances where it reasonably suspects that: you have, or are likely to, breach these Terms; and/or you do not or are likely not to, qualify, under applicable law or the standards and policies of Break Free and its affiliates, to access and use the Services.

Break Free may terminate these Terms or any Services with respect to you, or generally cease offering or deny access to the Services or any portion thereof: immediately, where it reasonably suspects that: you have, or are likely to, materially breach these Terms; and/or you do not, or are likely not to, qualify, under applicable law or the standards and policies of Break Free and its affiliates, to access and use the Services; or on 30 days, written notice to you, where Break Free, acting reasonably, terminates these Terms or any Services for any legitimate business, legal or regulatory reason.

Without limiting its other rights under these Terms, it may immediately restrict or deactivate your access to the Services if you breach the "community guidelines" at any time. You may terminate these Terms at any time, for any reason. Break Free may amend any policies or supplemental terms (including the "community guidelines") related to the Services from time to time. Break Free and its affiliates, to access and use the LLP will provide you with at least 30 days' written notice in the event of a material change to any policies or supplemental terms that detrimentally affect your rights under these Terms. Amendments will be effective upon it's posting of such amended policies or supplemental terms on the applicable Services. Your continued access or use of the Services after such posting, or after the expiry of the notice period (whichever is later), constitutes your consent to be bound by the Terms, as amended.

## CONTRACTUAL RELATIONSHIP

Break Free platform is just an aggregator (in form of a website) building a marketplace, where it provides services to the merchant and the customer. The deal is between the merchant and the customer, and herein, Break Free is no way liable for any deals between the merchant and the customer and hence, cannot be charged for any of the gains or losses. It is or will not be a part of either before, during, or after the deal and also is or will not be responsible in case of - failure of either party or both parties to deliver the said things, if the contract and terms mentioned are abided by or not abided by and if the customer is to call off the deal in case of any unfair/ unfortunate/unethical means of practice. Break Free will assure that the financial transactions between the merchant and the customer should take place legally, however, it is completely on the customer to finalize any deal.

## MERCHANT CLAUSE

Under the “Merchant Clause”: the merchant agrees and acknowledges that:

- The contract provided by the merchant is clearly and solely under his/her own faith, based on his/her own conditions and that Break Free shall not interfere in the working relationship the merchant and the customer.
- All the products, services and offerings that the merchant uploads on the platform are legit, any associated documents are authentic and owned solely by the merchant. In case of any false presentation of the qualifications, certifications, work portfolio and the achievements mentioned by the merchant and subsequently the failure to deliver effectively the quality of the work agreed upon by the customer; the customer has all the rights to take the necessary legal actions against the merchant and this doesn't concern any Break Free team member.
- Break Free is not responsible for the actions, such as, if the work delivered is of poor quality, is unsatisfactory or fails the expectations of the customer, if there is a delay by any party or any other consequences that may occur as per the contract.
- Break Free team is just an aggregator platform and hence, is not responsible for gaining customers for the merchant. It provides a platform for the merchants to showcase their authentic talent.
- In context with the further proceedings, gaining customers and making a deal will be completely the responsibility of the merchant, that is, based on the effective calibre and potential of the merchant.
- The merchant abides by the “WORK”, in this case - “the delivery of the said services as mentioned in the merchant's contract” and is wholly and solely the responsibility of the merchant to deliver it. Once the merchant has signed the deal based on the required contract terms, there will be no interference from Break Free, however, the merchant is expected to deliver the services as per the merchant terms and the failure to do so will lead to fines and charges as per the rules of Break Free.
- The merchant is then not in a position to argue on or negotiate the deal based on the platform's subscription charges (cannot ask for a discount from the customer based on the platform's subscription fee). The entire deal must take place on the Break Free platform and any unethical practice, like finalising a deal outside with the

same customer the merchant got connected with, on the Break Free platform will not be condoned.

- If the merchant does so, the merchant will be liable to pay a fine. In the event where the merchant tries to bypass the Break Free platform rules and offer an offline payment for the deal made on the platform, the merchant will be liable to pay fines and charges, and may also lead to disqualification of the respective account from the app permanently.
- All the payments related to a deal must be paid online (no cash on delivery), through the Break Free platform. This is an aggregator platform, where the merchant will be paying a certain amount of platform charges to Break Free (irrespective of the deal) for providing or associating the merchant with different customers. The merchant has to agree to pay the “PLATFORM CHARGES” as per the following: 15-25% on all “offerings”. Failing to do so, will lead to the cancellation of the Break Free subscription and disqualification of the merchant’s account permanently.
- The merchant has to agree that the merchant has subscribed with Break Free platform as per the document. The payment is to be made before the commencement of the work or contract as established between the merchant and the customer. If the merchant fails to pay the charges at the given time, shall result in: fines up to 15% and if the payment is delayed more than a week, then, up to 25% of the amount shall be levied. If the payment for the subscriptions is delayed further by a week and beyond (second week), then the SS Break Free LLP subscription stands cancelled and the merchant’s individual account gets disqualified permanently.
- However, the deal shall not change in any case or any other circumstances, but if there are any additional services of any kind that is not mentioned in the contract and are being offered or closed for the customer, new charges shall be established (as the charges are on per service basis and not per customer basis).
- In case of the breach of the terms and conditions agreement, Break Free platform has the absolute right to charge fines, terminate the merchant’s subscription from the platform temporarily or permanently and take legal action against it.
- The merchant has to accept and acknowledge that the merchant is liable to and will maintain complete privacy of all personal information and documents provided by the customer (including, name, email ID, phone or contact number, address, photographs, ID proofs, etc.) pertaining to the deal.
- The merchant will definitely ensure that all the data provided by the customer during the deal, will be confidential, will not be misused, leaked or cannot be copied for any other customer or for their personal work or benefits. The deal signed by the merchant will be totally on the basis of the merchant’s own judgement and requirements. Any misread or misunderstood information is up to the merchant, and Break Free is no way responsible for the same.

## DISPUTES

There are a number of mechanisms available to the merchant and the customer, to resolve any dispute, conflict, claim or controversy arising out of or broadly in connection with or

relating to the services or these terms, including those relating to its validity, its construction or its enforceability or with the services provided by a third party.

#### DISCRIMINATION

We at Break Free do not believe in any kind of discrimination, biases or special preferences based on race, colour, nationality, religion, sex (including pregnancy, sexual orientation, gender identification, etc.), age, disability, marital status, political affiliation, or parent / family status. Our policies are same for all, irrespective of the above status and we offer fair and equal opportunities for all, provided the merchant meets the platform criteria.

#### REFUND POLICY

In case of cancellation from the merchant's side, full refund shall be initiated. If the cancellation is from the client's end, then 50% of the amount will be refunded, if done before 24 hours of the date of booking. No refund shall be initiated for cancellations within 24 hours of the date of booking on the customer's end.

#### SIGNING OF NON-DISCLOSURE AGREEMENT

Neither the merchant nor the customer has the permission to disclose these terms and conditions to any third-party. Merchant is liable to sign an NDA (non-disclosure agreement) with Break Free that implies that the merchant is not allowed to disclose the subscription charges to the customer or to anyone outside the platform.

#### OTHER PROVISIONS

The merchant or the customer may not assign or transfer these terms in whole or in part without the prior written approval by Break Free. The merchant or the customer gives approval to Break Free for it to assign or transfer these Terms in whole or in part. No joint venture, partnership, employment or agency relationship exists between the merchant or the customer, Break Free or any other third-party providers as a result of the contract between the merchant or the customer and Break Free or the use of the services.

If any provision of these terms is held to be illegal, invalid or unenforceable, in whole or in part, under any law, such provision or part thereof shall to that extent be deemed not to form part of these 'Terms' but the legality, validity and enforceability of the other provisions in these 'Terms' shall not be affected. In that event, the parties shall replace the illegal, invalid or unenforceable provision or part thereof with the provision or part thereof that is legal, valid and enforceable and that has to the greatest extent possible, a similar effect as the illegal, invalid or unenforceable provision or part thereof, given the contents and purpose of these 'Terms'.

These 'Terms', including any incorporated policies, constitute the entire agreement and undertaking of the parties with respect to its subject matter and replaces and supersedes all prior or contemporaneous agreements or undertakings regarding such subject matter. Nothing in this clause limits the rights to a consumer, as a consumer that cannot be excluded under applicable law, including the relevant consumer law legislation.

