



Terms of Use of iCare Services

(Membership for hiring through iCare Services by the Service Provider)

This Agreement BETWEEN the 'User*' or 'Service Seeker*' AND iCare Learning Private Limited, having its Corporate Identification Number U80903MH2012PTC229413 and Registration Number 229413, a company incorporated and registered under the provisions of the Companies Act, 1956/2013 and having its registered office at 'The Capital', A Wing 406, Bandra Kurla Complex, Bandra (East), Mumbai, Maharashtra 400 051 (hereinafter referred to as 'iCare' or 'the Company' or 'We' or 'Us' or 'Our') is a legally binding document.

The User agrees to the 'Terms of Use' of 'iCare Services' and by agreeing to the [Terms and Conditions](#) upon acceptance of these presents and/or by accessing the website or mobile application and/or by using iCare Services by any other means.

TERMS OF USE (iCare Services):

The following are the [Terms and Conditions](#) for using iCare Services. The User may also want to review iCare "Policies" & "Terms of Use" available on our website by logging on to www.learnaring.com, which provides additional information.

A. Commercial Terms:

The User hereby agrees and acknowledges that:

iCare Services are available only to its Members, and the User shall be mandatorily required to register himself/herself on our website www.learnaring.com as a Member by providing accurate information and data, as needed for enlistment as a Member.

1. By using Our website www.learnaring.com the User may:
 - i) Enter his/her requirements and find suitable profiles matching the same and shortlist profiles of Caregiver(s) for interviews using our website; and
 - ii) The User may request for interviews with the shortlisted Caregiver(s), up to a maximum of three candidates at any given point of time before completion of hire.
2. Upon receipt of request for interview from the User, an iCare representative shall set-up the interview process as follows:
 - i) Schedule interviews and shall be present during the interview process, based on mutual convenience of both the User and the Caregiver(s);
 - ii) Require the Caregiver work on a trial basis as part of the interview process to check the skills of the Caregiver – however, the time duration of such trial shall not exceed 4 (four) hours;
 - iii) If the User requires the Caregiver for trial for more than the specified period mentioned in ii) above, the User shall pay a fixed amount, as demanded by the Caregiver immediately in cash for a trial of further 4 (four) hours or part thereof;
 - iv) The User shall demand a valid receipt from the iCare representative for any such cash payments made; and
 - v) The User shall not subject the Caregiver to any other additional test and trial other than the personal interview.
3. Upon completion of the interview process and upon selection of a candidate for hire, the User and the Caregiver shall sign a Term Sheet detailing the terms of engagement or hire of the Caregiver by the User on terms mutually agreed upon.
4. The User shall pay iCare for availing iCare Services:
 - i) As per the rates provided to him/her and as displayed on our website www.learnaring.com;
 - ii) Immediately upon completion of delivery of iCare Services; that is after the User hires the Caregiver upon signing of the Term Sheet and the Caregiver accepts the same; and
 - iii) By using online payment mechanism or designated payment wallets online, as far as practical; however, in the case of any cash payment, the User must insist upon and obtain a valid receipt from the iCare representative.
5. Payment(s) made by the User shall include all applicable statutory taxes and levies as amended from time to time, and as prevailing at the time of availing of iCare Services as per the applicable rate under the relevant Acts.
6. No gratification or tips shall be paid to the Caregiver or any iCare representative by the User;
7. iCare shall provide one-time replacement of the Caregiver, in the case of the Caregiver hired by User leaves the job, without any valid reason in violation of the terms of engagement (Term Sheet), within specified period (depending upon Membership type) commencing from the date of signing of Term Sheet or acceptance thereof, whichever is later, as provided below:
 - i) Silver Members: a Specified period of 30 (thirty) days; and
 - ii) Gold Members: a Specified period of 60 (sixty) days.
8. iCare reserves the right to suspend iCare Services to any iCare Member for violation of Terms of Use without assigning any specific reason(s), and in such an event, particular Member shall be notified via an email message to the email id provided at the time of registration of Membership.
9. The complaint, if any, concerning iCare Services must be lodged within 3 (three) days of completion of delivery of iCare Services, and that no complaint or claim shall be entertained after that.
10. Any such complaint, as mentioned above, must be made online via email at complaint@learnaring.com, for prompt attention and redressal thereof, if possible.

REPRESENTATION BY User:

The User of iCare Services, as a Member hereby represents and warrants that:

1. Upon completion of delivery of iCare Services – that is, upon the User hiring the Caregiver upon signing of the Term Sheet and the Caregiver's acceptance of the same, the User shall be solely responsible for resolution of any dispute of any nature whatsoever between the User and the Caregiver and iCare shall not be not liable nor shall it be involved in resolving any such dispute of any nature whatsoever.

2. The User as the employer shall be responsible for any unlawful activity whatsoever in nature, not only limited to social or criminal nature or any fatal consequence thereof, or any other third party liability arising out of any error, omission or commission by the Caregiver engaged by her/him/it using iCare Services.
3. iCare Services shall be availed only for his/her self-usage, and the User shall be solely responsible for adherence to and compliance with all the Terms and Conditions of iCare Services.
4. The User shall refrain from engaging the Caregiver directly or indirectly by way of recommendation or referral to any third-party, without the involvement of iCare, at any point in time.
5. The User shall intimate iCare, if and when the Caregiver leaves the job, even after completion of the designated period of service specified in this Term Sheet at the time of hire.

REPRESENTATION BY iCare

The iCare represents and warrants that:

1. It is authorised to do business under the laws of India, allowed to enter into this Agreement and to perform its obligations to provide Caregiver(s) to the User through its matchmaking platform;
2. It is solely responsible for fulfilment of iCare – Hire Service availed by the User, at the request of the User under this Agreement, and it shall not be construed as an independent contractor or service provider to the User;
3. The Caregiver is not an employee of iCare, and that iCare has only facilitated the process of hiring by the User under this Agreement by using its professional expertise.

INDEMNIFICATION BY THE USER

The User hereby indemnifies and keeps indemnified iCare and its associates, affiliate companies and its respective directors, officers, agents, employees, authorised representatives, successors and assigns from and against any claims for damages, losses, costs, actions, legal expenses, arising out of using iCare Services by the User, and more particularly on account of:

- i) Violation of any of the Terms and Condition of this Agreement by the User;
- ii) Any claim of the User or any third-party owing to act of error, omissions or non-adherence to the Terms and Conditions of this Agreement attributable to the User or the Caregiver;
- iii) Violation of the Laws of the Land or Civil Code of Conduct by the User or the Caregiver engaged by the User using iCare – Hire Service, including but not limited to intimidation, rude or unbecoming behaviour of any nature, any kind of harassment including sexual or substance abuse by the any members of the family or any other third party where the Caregiver is employed; and
- iv) Any loss suffered by iCare due to any erroneous or ambiguous information furnished by the User, and in such an event, iCare shall have the sole discretion to determine such damages/claims and shall be at liberty to initiate appropriate action including legal proceedings to recover such losses suffered or caused to be suffered by iCare.

MISCELLANEOUS:

1. iCare takes necessary precaution to check the background of the Caregivers. However, iCare conducts the background check by engaging third-party agencies, who have such professional expertise. iCare does not have any control over the quality, accuracy, or reliability of the information included in such background check reports, and as such, iCare is unable to assume any responsibility in this regard. Furthermore, as a practice iCare does not communicate the results of such background check publicly or to a third-party, due to individual privacy and confidential nature of such information, unless when it is considered necessary under legal process or demanded by the law enforcement agencies or the judiciary as evidence or for any security reasons.
2. iCare encourages well-mannered and efficient professional Caregivers only. The User is advised to intimate immediately to iCare any misconduct or misbehaviour on the part of the Caregiver. It will help us improve the quality of service providers, by taking suitable administrative action on our part. However, in an unfortunate event, if such misdemeanour tantamount to a breach of law including but not limited to anything of criminal nature, the User may take the help of the appropriate judiciary and/or administrative authorities and deal with the matter directly. iCare is unable to take any responsibility in such situations, except for providing full cooperation with the administration or judiciary authorities as may be necessary.
3. The Caregivers are not employed by iCare; as such under no circumstances, an Employer-Employee relationship exists between Service Providers engaged by the User and iCare. The Caregivers are solely responsible and liable for any action, inaction, omission, error, damages caused by him/her due to wilful negligence. In such unfortunate event, User should immediately report the matter to iCare. It will help us improve the quality of service providers, by taking suitable administrative action.
4. iCare advises Caregivers to carry all valid professional documents and personal identity in person. The User is advised to ensure the same regularly and validate the documents before availing engagement of the Caregiver.
5. iCare endeavours to deliver a delightful experience to its users. However, iCare reserves the right not to provide iCare Services on declared public holidays or as it may consider appropriate.
6. iCare expects the User to be courteous and respect the dignity of the Caregivers who are hired by the User. Any inappropriate behaviour by the User and reported by the Caregiver shall be strictly handled by iCare.
7. For any dispute about iCare Services, the User may email to info@learncaring.com.

This Agreement is generated by a computer system and does not require any physical or digital signatures.

iCare Learning Private Limited

Dated:

** User or Service Seeker means the end-user who is willing to avail prudently availing Caregiving Services by the Caregiver; and whereas a broader definition the User or Service Seeker shall include the person, who is an adult above the age of 18 years authorized to use the website, application or technology platform or iCare App or by any other means for the purpose of availing Caregiving Services, hereinafter referred to as 'iCare Services' directly or indirectly as a nominee or legal administrator or guardian of the end-user, in case the end-user is a minor or otherwise, as applicable under the law.*

Confidentiality: This document is intended for the use of iCare and its affiliates. The recipient must ensure that this document is not deconstructed, reproduced or circulated without prior approval of iCare.