

Smart Labours Online Services

User Terms and Conditions

Effective Date: 27/11/2025

1. Introduction

1. Purpose of the Platform

The primary purpose of the Smart Labours Online Services Universal Platform is to assist in reducing unemployment by connecting individuals with suitable job opportunities and avenues for additional income. The Platform strives to foster an environment where everyone can access work, irrespective of background, and encourages the development of a society rooted in acceptable work cultures and fair, adequate wages. By providing a transparent and inclusive platform, Smart Labours aims to empower users and promote dignity in labour for all.

Welcome to the Smart Labours Online Services Universal Platform (“**Smart Labours**”, “Platform”, “We”, “Us”, or “Our”). These Terms and Conditions (“Terms”) are a legally binding agreement between you (“User”, “You”) and Smart Labours, governing your access to and use of our universal service and job connection platform.

By accessing or using the Platform, you agree to be bound by these Terms. If you do not agree to these Terms, you must not access or use the Platform.

2. Definitions

- Platform: The Smart Labours Online Services Universal Platform, including its website, mobile applications, and all associated services.
- User: Any person or entity that registers for and uses the Platform, including Offerors and Offerees.
- Offeror (Service Provider): A User who offers a service or job.
- Offeree (Client/Requester): A User who requests or seeks a service or job.
- Service Contract: The binding agreement formed directly between an Offeror and Offeree for the provision of services, established after a successful Bid process.
- Bid: The requested charge or price proposed by either the Offeror or Offeree against a job request or offer.

3. Scope of Services

- **Connection Only:** The Platform acts solely as a universal digital marketplace, connecting Offerors and Offerees worldwide based on mutual interests, region, and service criteria. Smart Labours only facilitates introductions and is not a party to any Service Contract.
- **Bidding System:** The Platform operates on a bilateral bidding model. Both Offerors and Offerees have the right to submit, reject, or negotiate their desired charges (the Bid) for any service or job request or offer.
- **Independent Contractors:** Users acknowledge that Offerors are independent contractors, not employees, agents, partners, or joint venturers of Smart Labours.

4. User Registration and Identity Verification

- **Mandatory Identity Disclosure:** Every User must fully disclose and verify their identity to ensure the security and integrity of the Platform.
- **Required Documentation:** Users must provide valid, government-issued identification and any other documents Smart Labours deems necessary to confirm identity, jurisdiction, and eligibility.
- **Certification and Eligibility:** Users offering skilled labour or professional services must submit proof of relevant licences, certifications, and professional eligibility as required by their jurisdiction and the nature of the service. Smart Labours reserves the right to approve or reject a user's eligibility to offer or request jobs or services based on this documentation.
- **Jurisdiction and Operating Area:** Users must accurately disclose their current legal jurisdiction and the physical or virtual area in which they intend to operate or request services, for compliance monitoring.

5. User Responsibilities and Risk Assumption

- **Risk Acceptance:** Users expressly acknowledge that both Offeror and Offeree are solely responsible for all risks associated with the Service Contract, including quality of work, safety, financial loss, and disputes.
- **Legal Compliance:** Users must strictly comply with all applicable local, national, and international laws regarding service provision, employment, taxation, and professional conduct.
- **Activity Monitoring:** Users agree that Smart Labours may securely monitor all activities, communications, and transactions conducted on the Platform to ensure compliance with these Terms and applicable laws.

6. Financial Terms and Commission

- **Direct Payment:** Payments for services rendered under a Service Contract are made directly between Offeror and Offeree. Smart Labours does not process payment for the gross service fee.
- **Commission Structure:** Smart Labours charges a commission (“Service Fee”) on certain Service Contracts, calculated by specified criteria such as service nature, Bid value, and operating region. The applicable commission rate is displayed to both parties before Service Contract execution.
- **Taxation:** Smart Labours will calculate and account for all applicable taxes related to the Service Fee. Users are solely responsible for declaring and paying all taxes related to payments received or made for services.
- **Personal Wallet and Dues:** All commissions, taxes, or other dues owed to Smart Labours will be calculated and shown in the User’s personal wallet within the Smart Labours app account area.
- **Dues Clearance and Freezing of Services:**
- Users must clear any outstanding dues to Smart Labours within the timelines specified in the Platform’s payment policy.
- Failure to clear dues within the defined timelines will result in freezing the User’s Platform account and services. A frozen account restricts the User from bidding, offering, requesting, or receiving new services until arrears are settled.

7. Platform Monitoring and Enforcement

- **Vetting and Eligibility:** Smart Labours evaluates User eligibility and verifies certifications to enhance safety and reliability. However, this does not constitute an endorsement or guarantee of an Offeror’s competence or an Offeree’s ability to pay.
- **Law Enforcement:** Smart Labours monitors User activities and, where necessary, enforces the laws of the operating region. This may include reporting suspicious activities to authorities and suspending or terminating User accounts for breaches of law.

8. Disclaimer of Warranties

- **As-Is Basis:** The Platform and all services, content, and information are provided “as is” and “as available”, without warranties of any kind, express or implied, including merchantability, fitness for a particular purpose, or non-infringement.

- **No Guarantees:** Smart Labours does not guarantee the number of jobs or services available, the income any User may achieve, the success of any Service Contract, or uninterrupted Platform availability.
- **No Endorsement:** Mandatory identity and eligibility checks do not constitute endorsement, certification, or guarantee of any User's identity, skills, qualifications, or legal compliance. Users rely on such information at their own risk.
- **Accuracy of Information:** Smart Labours does not warrant the accuracy, completeness, or reliability of any content or information on the Platform, including Bids, User profiles, or service descriptions.

9. Limitation of Liability and Indemnification

- **No Liability for Services:** Smart Labours shall not be liable for actions, omissions, quality of services, safety, or legal compliance of Offerors or Offerees.
- **Indemnification:** You agree to indemnify, defend, and hold harmless Smart Labours, its affiliates, directors, agents, and employees from any claims, damages, losses, costs, or liabilities (including legal fees) arising from your use of the Platform, Service Contracts, breach of these Terms, or violation of law or third-party rights.

10. Governing Law and Dispute Resolution

- **Governing Law:** These Terms are governed by the laws of the jurisdiction where Smart Labours is legally registered, without regard to conflict of law principles.
- **Dispute Resolution:** Any dispute arising from use of the Platform or these Terms shall be resolved by binding arbitration or court proceedings, as determined at Smart Labours discretion, in the governing jurisdiction. Disputes between Offeror and Offeree regarding the Service Contract must be settled directly between the parties.

11. Amendments and Acceptance

Smart Labours reserves the right to amend these Terms at any time. Any changes will be communicated via the Platform. Continued use of the Platform after such changes constitutes acceptance of the revised Terms.

12. Contact Information

For queries regarding these Terms and Conditions, please contact Smart Labours support through the contact section on the Platform.