

## **Pricing Policy**

### **Applicability**

HireMyMachine is the exclusive property of the Global Spectrum Private Limited. This Pricing Policy is applicable between HireMyMachine, a company registered under Indian laws (hereafter referred to as "HireMyMachine"), and any persons wishing to put machines, equipments, tools etc. for rent using the Website <http://hiremymachine.in/> (hereafter referred to as "Users, Members").

This Pricing Policy is to be considered in conjunction with our Privacy Policies and Terms of Use.

### **Definitions**

Unless otherwise defined hereunder or ascertained from the context, expressions employed in this Pricing Policy shall have the meaning ascribed to them under the Terms of Use.

"Commission" means the amount charged by HireMyMachine in advance from both Owner and Hirer once rental agreement is confirmed between the Parties.

### **Terms for Rental Agreements**

The Parties represent that they are legally competent to enter into a contract. Owners who offer a machine etc. for rent represent that they are legally entitled to offer and/or rent the machine to others. Any agents, employees, attorneys, or anyone else acting on behalf of the Owners or Hirers must follow the terms of this Pricing Policy and all other HireMyMachine Policies.

### **Fees**

The price of each Item listed on HireMyMachine is expressed in Indian Rupees. While listing their machines etc., the Owners must indicate whether the listed price is exclusive or inclusive of applicable taxes, costs, possible delivery fees and insurance costs.

To initiate the process, the Hirer will send a request for reservation to the Owner through HireMyMachine website. A Rental Agreement is confirmed by the Owner's acceptance of the Hirer's Reservation Request. With the exception of promotional offers that are explicitly outlined on the Website, the Owner and Hirer are liable to pay commission to HireMyMachine once a Rental Agreement is confirmed between the Parties. Thereafter, HireMyMachine will raise its invoice to the Member Account for the commission payable. HireMyMachine will share the contact details of Hirer and Owner with both parties after commission has been received by HireMyMachine.

Access, registration, listing of machines and use of the Website are free.

HireMyMachine can modify its policies on listings and commission fees, and can also modify the fees set for these services. Temporary or permanent modifications, are effective as soon as they are published on the Website and are applicable to all subsequent transactions. In the case of temporary modifications, the duration of the changes will be clearly indicated on the Website.

As an Owner, you must pay commission @ 1% of the Total Rent Amount whenever you accept a Reservation Request through your account on HireMyMachine thereby confirming a rental agreement between the Owner and the Hirer. The said commission does not include any applicable taxes.

As a Hirer, you must also pay commission @ 1% of the Total Rent Amount whenever you make a Reservation Request through your account on HireMyMachine and the said request gets accepted

by the Owner thereby confirming a rental agreement between the Owner and the Hirer. The said commission does not include any applicable taxes.

Commission is non-refundable.

### **Billing & Payment**

An invoice must be paid within 30 days of when it was issued to the Member Account on HireMyMachine. If a payment is not made by its due date, late fees will be applied to the Member Account. It is possible to set up automatic payments of your invoices at regular intervals by contacting HireMyMachine.

### **Payment Default and Late Fees**

Late fees shall be levied if an invoice has not been paid 30 calendar days after being issued. In case of payment default on amounts due to HireMyMachine, a formal notice will be sent and billed to the Member. If the default invoices remain unpaid following the formal notice, the amounts due will accrue late fees interest at a yearly rate of 12%. A penalty fee of 15% of the total due will also be applied, which will be added to the fees for the formal notice, and any other costs related to the recovery of the due amounts.

During these procedures for recovering unpaid invoice amounts, the debtor will be held responsible for all the fees, legal or non-legal, without prejudice of all demands and damages and interest and other actions, including contentious ones, necessary to safeguard the interests of HireMyMachine.

In addition, the member explicitly accepts that HireMyMachine may partially or completely suspend his Account and Service(s) until payments due are recovered. HireMyMachine may proceed with the deactivation of Service(s) which will be billed at the current applicable rate. The Member will be able to use the Services once all payments owed have been paid. If the Member does not pay the amount owed before the end of the month following suspension of that Member's Account, HireMyMachine may cancel the Member Account and any transactions between HireMyMachine and that Member without any further actions being taken. However the Member will still be liable for any amounts owed.

### **Tax**

Members are solely liable for all the taxes, fees and commissions resulting from use of Services and Website. Taxes (such as, and without limitations, indirect taxes) might be applicable to your transactions whether you are an individual or entity, or whether you are an Owner or a Hirer. Members are encouraged to seek tax advice from a professional.

### **Warranties and Limitation of Liability**

As agreed set forth in the Terms of Use, HireMyMachine is not responsible for any loss that may occur during usage of the Website or Services. You are encouraged to review the Terms of Use for any further information.

### **Applicable Laws**

This Pricing Policy shall be construed and enforced in accordance with the laws of India and the Courts in Delhi shall have exclusive jurisdiction.