

Terms of Use

Thank you for your interest in HireMyMachine.com. HireMyMachine is the exclusive property of the Global Spectrum Private Limited, company registered under the laws of India, hereinafter referred to as “Us”, “We”, or “HireMyMachine”.

The Terms of Use have to be considered jointly with our Privacy Policy and our Pricing Policy.

HireMyMachine provides a collection of services, including without limitation providing an online presence for Users to view, rent, buy or post Rental Listings and other Content for machines, equipments, tools etc, subject to the following Terms of Use.

By using the Service in any way, you are agreeing to comply with the Terms of Use and other HireMyMachine Policies. In addition, when using particular HireMyMachine services, you agree to abide by any applicable posted guidelines for all HireMyMachine Services, which may change from time to time. Should you object to any term or condition, any guidelines, or any subsequent modifications thereto or become dissatisfied with HireMyMachine in any way, your only recourse is to immediately discontinue use of HireMyMachine. HireMyMachine has the right, but is not obligated, to strictly enforce the Terms of Service and other HireMyMachine Policies through self-help, community moderation, active investigation, litigation and prosecution.

1. Definitions

By “Terms of Use”, we refer to the terms set forth herein.

By “User”, we refer to all individuals or entities that access the site, whether the user is a member or not.

By “Member”, we refer to all individuals or entities that are registered on the site in order to use its services.

By “Site” we refer to <http://www.HireMyMachine.com>, including any subdomains, and any replacement or successor URL, or portions thereof, (hereinafter referred to as “Site” or “HireMyMachine”).

By “Member Account”, we refer to the private area reserved for each member. It is accessible via a password and contains personal information regarding the member.

By “Owner”, we refer to each member who lists at least one item for rent, using the HireMyMachine.com website.

By “Hirer”, we refer to each member who hires an item on the site.

By “Seller”, we refer to each member who lists at least one item for sale, using HireMyMachine.com website.

By “Buyer” we refer to each member who buys an item on the site.

By “Rental Agreement”, we refer to the agreement made between the Owner and the Hirer, obligating the Owner to transfer the usage of the item (object of the contract), and obligating the Hirer to pay in exchange an amount, determined in advance or defined by the rental agreement.

By “Rent”, we refer to the payment made by the Hirer to the Owner in order to enjoy usage of the item.

By “Rental Listing”, we refer to the information published by the Owner advertising an item available for hiring.

By “Reservation Request”, we refer to the request made by a Hirer to hire a particular Rental Listing.

By “Acceptance of the Reservation or Booking Request”, we refer to the online acceptance by the Owner of a Reservation Request made by a Hirer, and the concurrent creation of an effective contract between the Owner and the Hirer for a particular rental item.

By “Agreement to Sell”, we refer to the agreement made between the Buyer and the Seller, obligating the Seller to sell the item (object of the contract), and obligating the Buyer to pay in exchange an amount, determined in advance or defined by the agreement to sell.

By “Personal Information”, We refer to any personally identifiable information collected through the Site about the individual, including but not limited to the individual’s name, address, and telephone number.

By “Service”, We refer to the Services that HireMyMachine offers through its website, including but not limited to providing an online presence to view, rent, or post Rental Listings and other Content for machines, equipments, tools etc.

By “Content”, We refer to Rental Listings, comments, messages, text, files, images, photos, video, sounds, or other materials posted on, transmitted through, or linked to the Site.

By “Policies”, We refer to all HireMyMachine’s Policies, including but not limited to HireMyMachine’s Terms of Use, Pricing Policy and Privacy Policy.

By “HireMyMachine”, “we”, “us”, “our”, We refer to HireMyMachine (including its parent company and affiliates), its officers, directors, agents, subsidiaries, joint ventures or employees, or anyone acting on its behalf.

By “Price” We refer to the financial payment given to the Owner by the Hirer in order to gain use of the Item.

2. Website Description

a. HireMyMachine is not a party to any Rental Agreement

HireMyMachine does not itself offer any rental services. The site is an online marketplace/platform only, designed for the unique purpose of putting people who want to hire machines, equipments and tools (“Items”) in touch with people who have such products to rent. We never intervene in the transaction between the Hirer and the Owner. HireMyMachine cannot thus be considered part of the Rental Agreement between members of the Site.

HireMyMachine exercises no control over the quality, safety or legality of Items listed, or over the truthfulness or accuracy of the Rental Listings, or over the ability of Owners to hire the Items listed or over the ability of Hirers to hire or pay for the rental of any Items. We do not guarantee that the Parties will complete any or all terms of the transaction.

Any security deposits or guarantees required by the Owner in whatever form, remains the sole responsibility of the Hirer and Owner. HireMyMachine is not responsible for the collection, retention, or refunding of any security deposit, for the control of the exact identity of the Owner and the Hirer, or for collecting money owed by the Hirer to the Owner or by the Owner to the Hirer.

b. Commissions Owed By Owner and Hirer to HireMyMachine

Except for promotional offers that are explicitly published on the Site, a commission is owed by both the Owner and the Hirer to HireMyMachine, in accordance with the Pricing Policy, when a Rental Agreement is put into effect between a Hirer and an Owner (see also chapter 4 below).

c. Public v. Private Areas

The Site contains an area open to the public and a private area accessible only by Members.

The public area allows access to the Members' Rental Listings. The private area is the part of the site that is accessible only after Member authentication. Members must enter his/her password to enter the private area. The private area allows Members to:

1. Access personal information (see Privacy Policy);
2. Create and manage Rental Listings;
3. Make Reservation Requests;
4. Publish comments;
5. Provide access to collaboration tools; and
6. Create a user name to be identified on the site.

3. Conditions of Registration and Membership Status

Our services are reserved to persons lawfully capable, or authorized to be part of a rental contract in India. Our services are not available to minors. You agree that you must be legally an adult to use our services. If you do not comply with these conditions, you cannot use our services. In addition, we reserve the right to suspend or close Member Accounts without notice for any reason, including, but not limited to:

- Violation of the Terms of Use, or other HireMyMachine Policies;
- Inability to identify, verify or authenticate the origin of a Rental Listing;
- Making false statements;
- Diffusion of confidential, illegal or offensive content (For example, pornography, libel, trade secrets, discriminatory content, incitement of violence and racial or religious hatred);
- Use, copying or diffusion of copyright protected works without express authorization;
- Abusive or fraudulent use of collaboration tools (spam of comments, spam of clicks etc);
- Diffusion of unsolicited commercial messages ("Spam").

You will not hold HireMyMachine (including its parent company, its affiliates, its officers, directors, agents, subsidiaries, joint ventures or employees) liable for claims, demands or damages (actual and consequential) of any kind for the closing of a Member Account.

The Member Account is personal and cannot be transferred to a third party.

The member commits to keep confidential the password he or she chooses for accessing his or her Member Account. The Member Account and the password are personal and cannot be shared, communicated or transferred to any other individual or entity, except as required by law.

The member recognizes and accepts being solely responsible for use of his password and Member Account. The Member accepts being held solely responsible for all consequences and obligations generated by use of his/her password and Member Account by a third party.

The member recognizes and accepts as well that the site can consider usage of his Member Account, username or password as proof of the usage of the Site by this Member. All usage of the Site by way of these elements attributable to the Member are considered as being made by the Member. All evaluations, ratings information and comments are also specific to the Member.

Any change of your personal information requested when creating and completing a Member account must be declared to HireMyMachine.

Registration of a Member Account implies, in particular, to provide a valid email address that will be used to communicate between the Member and the Site, and will be used as the unique identifier for the Member Account. All email communications sent by the Site to the Member is understood as having been received by the Member, who takes full knowledge thereof.

In addition, the Member accepts to provide a physical address, which is required by HireMyMachine upon registration of the Member Account and the publication of Rental Listings by Owners, in order to make the best usage of our website by providing localization of services.

In order to maximize trust throughout the rental process, the address of the Hirer may be displayed within the account of the owner of the rental item when he is about to accept the reservation request on the site.

The address of the owner of the rental item, may be sent to the Hirer, upon request, once his or her reservation request has been accepted.

4. Fees and Commissions

Access, registration, listing of machines and usage of the website are free.

Our policies pertaining to commissions, paid tools and services available on the site are contained in Pricing Policy available on the Website.

HireMyMachine reserves the right to change its Pricing Policy at any time. These modifications will take effect once they are published online and will apply to all transactions upon their publication. You are therefore invited to regularly check the Terms of Use and Pricing Policy and in any case before any transaction. In the case of a temporary policy modification, the period of validity for the modification will be clearly published on the website.

Unless posted otherwise, our fees are indicated in Indian Rupees (INR) and are excluding of any applicable taxes.

5. Liability of HireMyMachine

a. Disclaimer of warranties

You agree that use of the Site and the Service is entirely at your own risk. The Site and the Service are provided on an "as is" or "as available" basis, without any warranties of any kind. All express and implied warranties, including, without limitation, the warranties of merchantability, fitness for a particular purpose, and non-infringement of proprietary rights are expressly disclaimed to the fullest extent permitted by law. To the fullest extent permitted by law, HireMyMachine disdaims any warranties for the security, reliability, timeliness, accuracy, and performance of the Site, the Service rental listings, or any rental agreement. To the fullest extent permitted by law, HireMyMachine disdaims any warranties for other Services or goods received through or advertised on the Site or the Sites or Service, or accessed through any links on the Site. To the fullest extent permitted by law, HireMyMachine disdaims any warranties for viruses or other harmful components in connection with the Site or the Service.

b. Limitations of liability

Under no circumstances shall HireMyMachine be liable for direct, indirect, incidental, special, consequential or exemplary damages (even if HireMyMachine has been advised of the possibility of such damages), resulting from your use of the Site or the Service, or resulting from any rental agreement, whether the damages arise from use or misuse of the Site or the Service, from inability to use the Site or the Service, or the interruption, suspension, modification, alteration, or termination of the Site, the Service or member account. Such limitation shall also apply with respect to damages incurred by reason of other Services or products received through or advertised in connection with the Site or the Service or any links on the Site, as well as by reason of any information or advice received through or advertised in connection with the Site or the Service or any links on the Site. These limitations shall apply to the fullest extent permitted by law.

6. Member safety and feedback

HireMyMachine cannot confirm the identity of each member. The overwhelming majority of HireMyMachine Users are trustworthy and well-intentioned. Nevertheless, it's very important to take the same precautions online as you would offline.

a. Member Feedback

HireMyMachine makes available to Members and Users a system of "Comments" or "Evaluations" which allows them to evaluate and leave feedback about the person with whom they are doing or have done a transaction. Owners might require positive evaluation or feedback for rental of their Items. The evaluation will also apply to the Owner or the Item, and Hirers can evaluate an Owner after a rental.

b. Moderating

Members who list an Item for hire and Users who upload or otherwise post Content on the Site are solely responsible for the content they upload and publish under the law and under HireMyMachine's Policies. HireMyMachine does not carry out or guarantee the existence of editorial control of the Content published by its Users or Members.

7. Content published on or through the Site

You understand that all Content, whether sent through email or otherwise, or posted on, or transmitted through, or linked from the Site, are the sole responsibility of the person from whom such Content originated. You are solely responsible for any Content that you post, email or

otherwise make available through the Site. You understand that HireMyMachine does not control, and is not responsible for Content made available through the Site, and that by using the Site, you may be exposed to Content that is offensive, indecent, inaccurate, illegal, misleading, or otherwise objectionable. Furthermore, the Content available on or through the Site may contain links to other websites that are completely independent of HireMyMachine. HireMyMachine makes no representation or warranty as to the accuracy, completeness or authenticity of the information contained in any such website. Your linking to any other websites is at your own risk. You agree that you must evaluate, and bear all risks associated with, the use of any Content, that you may not rely on the Content, and that under no circumstances will HireMyMachine be liable for any Content or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed or otherwise made available on or through the Site. You acknowledge that HireMyMachine does not pre-screen or approve Content, but that HireMyMachine shall have the right (but not the obligation except as required by law) in its sole discretion to refuse, delete or move any Content that is available through the Site, for violating the letter or spirit of the Terms of Use or for any other reason.

8. Rental Listings and Rental Transactions

a. Description of the Rental Listings

Rental Listings describe Items offered for hire. Rental Listings can only include text, documents and images that the Members decide to upload, at their sole responsibility. All the Items listed for hire must be in the appropriate category and the Owner is solely responsible for choosing the category in which they will place the Rental Listing.

All fees must be disclosed in Rental Agreement and in the Rental Listing. The Rental Agreement is not our responsibility, it is a document at the disposal of our member. Extra payments related to the rental of an Item, such as delivery, maintenance or other assistance as linked to a particular rental, must be clearly indicated in the "description" zone of the Item.

Specific rental conditions which are not covered in the rental agreement or contract that may be available online, the security deposit conditions or the available days for rental information, must be mentioned somewhere in the product description.

The Owner always offers for hire machines, tools or equipments that the Owner can physically deliver to the Hirer or can be picked up in a given location by the Hirer, either at the Owner's address or at another one of his rental locations.

b. Owner Must Have Rights to The Item Offered For Hire

The Owner must either have ownership of the Item, or be lawfully allowed to rent the Item which he or she lists for hire.

The Owner, either an individual or a professional, is not allowed in any case to publish any contact information within its Rental Listing. The physical address of the rental location, the Owner's address, their fax or telephone, an email address or a website address are all considered as contact information.

c. Owner Cannot Change Price of Transaction Once Accepted

The Owner cannot in any case change the price of a transaction, which he or she has already accepted. When accepting a Reservation Request, the Owner is committed to charge the price published in the Reservation Request.

d. No Exchange of Contact Information

From the moment of the online publication of a Rental Listing for an Item, until the moment the Owner accepts the Reservation Request, the Owner and the potential Hirer cannot exchange (whether or not through the Site) their identity, their contact information, the address of the Owner, Hirer or Rental Location, their fax or telephone numbers, email address or a web address.

e. Content of Rental Listings

Users and members agree not to ask for any form of financial compensation in relation to the use of the Content published on HireMyMachine.

HireMyMachine also has the right to monitor, edit, and partially or totally delete any content found in Rental Listings.

HireMyMachine has no obligation of diligence with regards to the publication of content. *HireMyMachine May Publish Rental Listings on Partner Websites.*

You agree that HireMyMachine may, in its sole discretion, publish all or part of your Rental Listings on third-party websites. You agree that HireMyMachine can use published Content for commercial means, and can sell or exchange information (Except personal information – See Privacy Policy) with third parties.

g. Member Guarantee Regarding Proprietary Rights

The Member guarantees that he or she possesses all the intellectual rights on the Content of the Rental Listings, texts (Title, sub-title, description), and visual elements. The Member also guarantees that he or she possesses the image reproduction rights.

9. Taxes, Licenses, and Certifications

HireMyMachine does not pay any taxes on behalf of the Users or Members of the Site. Users and Members are solely liable for any taxes resulting from any Rental Agreement or use of our Services or Site.

Whether you are a business entity or individual, or whether you are an Owner or a Hirer, you agree that you are solely responsible to determine what taxes, if any, apply to you and to pay any such taxes. HireMyMachine recommends that you seek advice from a tax professional. Depending on the circumstances, such as the number of transactions you conduct, the subject matter of the transaction, licenses or certifications might be applicable to you. You agree that it is your sole responsibility to obtain any licenses or certifications that might be required to conduct a transaction or otherwise use the Services or Site. HireMyMachine is not responsible for determining whether or not you should be licensed and/or certified for the use of the Services or Site, or for conducting a transaction. HireMyMachine makes no representation or guarantee about licensing or certification of its Users or Members.

10. Conclusion of a Rental Agreement/Binding Agreement

The rental of a machine or equipment between an Owner and a Hirer put in contact through the site can only be done through the site.

The Owner is free to choose with whom, if anyone, he or she would like to enter into a Rental Agreement. However, once the Owner has accepted the Reservation Request, the Owner and Hirer agree that the Rental Agreement is binding. Once the hirer and owner have accepted and paid, then the commission shall not be refunded even if they back out from the deal.

11. Rental Agreement Template – Standard Rental Agreement

For the convenience of the Owner and Hirer, HireMyMachine makes available to the Owners and Hirers, an optional Rental Agreement Template (“Template”). This Template, depending on the type of rental, includes information about the transaction such as the security deposit terms, the length of the rental, the price of the rental as well as all other information often included in rental agreements.

This template is provided by HireMyMachine as an option only, to be modified and added to by the Parties as needed. You agree that HireMyMachine is not responsible for any claims related to use of the Template. You acknowledge that the Template is only a “starting point,” and that it is your sole responsibility to prepare an enforceable Rental Agreement. Accordingly, HireMyMachine recommends that you seek professional advice when preparing a Rental Agreement.

12. Additional Terms Relating of Sale of Items

All the items listed for sale are governed by the terms of warranties provided by the respective manufacturers.

In the event You purchase any Item/s from the Sellers, HireMyMachine shall not be liable for any fault arising from or in these item/s. You are requested to contact the nearest service centre for getting the Item serviced or for rectification of any fault.

Buyer acknowledges that the Seller is solely responsible for Items being sold by it on HireMyMachine. Further, Buyer agrees that HireMyMachine will not be held liable for failure of the Seller to make available any Item or his failure to complete a sale of an Item.

HireMyMachine specifically disclaims any liability with regard to any defective item purchased or service availed by Buyer from the Seller and HireMyMachine shall not assume any liability if the item purchased or service availed by Buyer from the Seller is not exactly as per specifications detailed in the website listing or the order.

Except for promotional offers that are explicitly published on the Site, a commission is owed by both the Buyer and the Seller to HireMyMachine, in accordance with the Pricing Policy (see also chapter 4 above).

13. Localization

One of the many valuable features of HireMyMachine is to be able to search locally for an Item using localization tools such as based on the city or the pin code location of the Owner and Hirer. HireMyMachine does not provide the complete address of the Owner or Rental Location until the Reservation Request has been accepted by the Owner, and the payment by both the parties have been deposited to HMM.

14. Modifications

HireMyMachine reserves the right, without any limits or restrictions and at its sole discretion, to modify in whole or in part and at any time, its Policies. All changes will be effective once published on the Site. Use of the Site after these changes have been published constitutes your acceptance of the modified Policies. HireMyMachine reserves the right to modify, interrupt, or end at any time any service, without taking responsibility for the consequences resulting from these modifications, interruptions or ending of these services.

15. Intellectual Property

HireMyMachine cannot be aware of all the content published on the site in all the Rental Listings or in the comments. However, HireMyMachine commits to remove as quickly as possible any copyright protected material once notified.

The brand HireMyMachine is an applied trademark and is fully and exclusively owned by Global Spectrum Private Limited. All graphic elements, design elements, presentations, logos relative to HireMyMachine.com are the exclusive property of HireMyMachine. Any reproduction without HireMyMachine written authorization is strictly prohibited.

16. HireMyMachine's use of User's materials

When using HireMyMachine services, you are requested to provide to us or to other Users information concerning HireMyMachine services, including your registration, your Rental Listings and rental transactions, evaluations and comments, your messages, or any other information you may publish on the Site. You are solely responsible for this information. HireMyMachine only acts as a passive intermediary in publishing them online.

By accepting the present Terms of Use and other HireMyMachine Policies, you accept to only use the personal information of other Members that is provided to you through the Site, to (a) close a transaction that does not involve unsolicited commercial messages but is only related to Rental Agreement, or (b) use any third party services provided via HireMyMachine, or (c) for any other use authorized by the User. You agree to use this information in accordance with applicable laws and under these Terms of Use. Subject to the foregoing, you cannot, provide personal information of other Users to third parties without prior written permission by HireMyMachine and the corresponding User.

17. Proprietary Rights

Subject to our Privacy Policy, any Content that you transmit to the Site or to us, whether by electronic mail or other means, for any reason, will be treated as non-confidential and non-proprietary. While you might retain all rights in such communications or material, you grant us and our designated licensees a non-exclusive, paid-up, perpetual, and worldwide right to copy, distribute, display, perform, publish, translate, adapt, modify, and otherwise use such material for any purpose regardless of the form or medium (now known or not currently known) in which it is used.

Please do not submit confidential or proprietary information to us unless we have mutually agreed in writing otherwise.

We respect the intellectual property of others, and we ask you to do the same. If you or any User of the Site believes its copyright, trademark or other property rights have been infringed by a posting on the Site, you or the User should send notification to us immediately. To be effective, the notification must include:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed;
3. Information reasonably sufficient to permit us to contact the complaining party, such as address, telephone number and, if available, an electronic mail address at which the complaining party may be contacted;
4. Identification of the material that is claimed to be infringing or to be subject to infringing activity and that is to be removed and information reasonably sufficient to permit us to locate the materials;
5. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, agent, or the law; and
6. A statement that the information in the notification is accurate and that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringing.

You acknowledge and agree that upon receipt of a notice of a claim of copyright infringement, we may immediately remove the identified materials from our Site.

18. Indemnification

Upon a request by us, you agree to defend, indemnify, and hold HireMyMachine and HireMyMachine's Affiliates harmless from all liabilities, claims, and expenses, including attorney's fees that arise from your use or misuse of Site. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

19. No agency relationship

HireMyMachine and Members or Users are independent parties, each acting in its name and for its own purpose. Nothing in this Terms of Use or other HireMyMachine Policies shall be deemed to constitute, create, give effect to or otherwise recognize a partnership, agency, joint venture or formal business entity of any kind or create a fiduciary or similar relationship among the parties; and the rights and obligations of the parties shall be limited to those expressly set forth herein.

20. Legal Fees

The user or member accepts to defend and compensate HireMyMachine (including reasonable lawyer fees), its agents, directors, administrators, employees, Owners, and representatives against any request or claim made by a third party, caused by or resulting from a violation or any other act for which the user or member is responsible, that arose from them not upholding the instructions, guarantees and/or obligations contained in the present General Terms of Use, or having violated any law or any regulation of this third party. This includes but is not limited to complaints and legal claims with regards to: infringement or violation of intellectual property rights, defamation or privacy rights.

HireMyMachine reserves the right, at its sole discretion, to organize the defence with a lawyer of their choosing, against all legal claims, legal suits or other affairs that request financial compensation from the user or the member.

21. Relationships between Parties

HireMyMachine and members or users are independent parties, each acting in its name and for its own purpose. The present Terms of Use do not create any relationship of subordination, agency, representation, partnership, brokerage, corporate partnership, employment relationship or franchise between HireMyMachine and any user or member of the site.

22. Applicable Law and Legal Jurisdiction

These Terms of Use shall be construed and enforced in accordance with the laws of India and the Courts in Delhi shall have exclusive jurisdiction.

23. Additional Conditions

- HireMyMachine contains links towards other websites and is not responsible for the confidentiality policies or practices on other websites. When a member or user of HireMyMachine clicks on a link that takes them to another site, the member or user is held responsible for reading the confidentiality policies of said website.
- HireMyMachine is not responsible for interactions between members.
- Members of the site can be individuals, businesses or professionals.
- The titles of the different articles of the Terms of Use are given as pure indications without necessarily defining their content.
- You accept that the rights and obligations contained in the present Terms of Use as well as any other documents that are incorporated to it by way of reference may be freely and rightfully transferred by HireMyMachine to a third party in the event of a merger or acquisition or of another event.
- In any case, by using the site, you commit to comply with all national and international laws and regulations currently applicable to the use of our services and to your activities on the site. In addition, you recognize specifically and accept that your usage of the site may be qualified as a business in a legal sense. As a business, you are subject to certain specific obligations, such as, and without limitations, registering the business, keeping books and accounting records in compliance with applicable regulations, payment of sales taxes and other applicable taxes, as well as legal dispositions in case of insolvency. In addition, if you have commercial activities on the site, and in particular if you are a professional user, you have to comply with the regulations relative to billing, invoicing, sales, and more generally to all commerce laws and regulations. We recommend you to look for advice from a professional counselor or attorney on these matters.
- No derogation to the present Terms of Use will be authorized, unless a written authorization is obtained and a new contract is signed by you and HireMyMachine
- All notifications at your attention will be sent to the email address you provided when signing up to HireMyMachine. Messages and notifications are considered received 24 hours after the email has been sent, unless we receive a notification stating that the email address is not valid or functioning.

24. Other HireMyMachine terms and conditions

The terms of use must be read in conjunction with all other HireMyMachine terms and conditions. These terms and conditions contribute to the present terms of use and also have a contractual value.