

## Hourly Agreement with Escrow Instructions

If the Client and the ADR Practitioner enter into an Hourly Contract, and if the Client makes a bonus or expense payment to the ADR Practitioner, this Agreement will also apply to Bonus, and Expense Payment (“Agreement”).

To the extent permitted by appropriate law, we may amend this Agreement, and therefore the Escrow Instructions it contains, without prior notice or intimation to you, and any revisions to the Agreement will become effective immediately when published on the site unless otherwise stated. For further updates, go to our site.

This Agreement hereby integrates by reference the Terms of Service. Capitalized terms not defined during this Agreement are defined within the User Agreement, elsewhere within the Terms of Service, or have the same meaning given to such term on the site. The Escrow Instructions during this Agreement don't apply to Fixed-Price Escrow Accounts, except for making and receiving bonuses, expenses and other miscellaneous payments for Fixed-Price Contracts.

### 1. DIGITAL SIGNATURE

By clicking to accept an Hourly Contract or make a bonus payment, the Client and the ADR Practitioner are deemed to have executed this Agreement electronically, effective on the date the ADR Practitioner clicks to accept an Hourly Contract pursuant to Indian Law(s) including Information Technology Act 2000, as amended from time to time. Doing so creates an acknowledgement that you are capable of electronically receiving, downloading, and printing this Agreement and the Escrow Instructions it contains.

### 2. MAKING OR RECEIVING AN HOURLY PAYMENT

#### 2.1 WEEKLY HOURLY INVOICES

For Hourly Contracts, the weekly billing cycle starts Monday at 00:00 midnight IST and ends Sunday at 23:59 IST. Invoices for hours recorded on Jupitice in the Work Diary are generated each Monday following the week in which the hours were billed (the "Hourly Invoice Deadline"). ADR Practitioner irrevocably authorizes and instructs Jupitice, as its agent, to:

- i. Create an invoice on behalf of the ADR Practitioner for payment due based upon the hours that the ADR Practitioner recorded in the Work Diary before the Hourly Invoice Deadline (such invoice, the "Hourly Invoice"); and
- ii. Submit the Hourly Invoice on behalf of the ADR Practitioner to ADR Practitioner's Client for payment. For the avoidance of any doubt, “Work Diary” is a section at Jupitice where hours can be recorded in an Hourly Contract.

By recording time in the Work Diary and allowing an Hourly Invoice to be created based on the time recorded, ADR Practitioner represents and warrants that (a) ADR Practitioner has rendered the applicable ADR Services to fully and satisfactorily; and (b) the hours ADR Practitioner reports are true, accurate, and complete.

## **2.2. INVOICE REVIEW**

The Client must review and approve or dispute the Hourly Invoice by 11:59 PM IST of the Friday following submission of the Hourly Invoice. Payments are accepted to be held in Escrow during the Dispute Period (defined below), providing four additional days to review the dispute pertaining to the invoice before funds are released. During the Dispute Period, the Client may initiate a Dispute on some or all of the time the Hourly Invoice is created.

On the Friday of the week following submission of the Hourly Invoice, the Client will be deemed to have approved all undisputed amounts on the Hourly Invoice, and irrevocably instructed Jupitice Escrow to release Escrow funds as defined in this Agreement.

## **3. MAKING OR RECEIVING A BONUS OR EXPENSE PAYMENT**

The Client may also make a Bonus, Tip, Expense, or other miscellaneous payment to ADR Practitioner using the Site. To make such a payment to the ADR Practitioner, the Client must follow the instructions and links on the Site and provide the information requested. If Client clicks to pay such payment to ADR Practitioner, Client irrevocably instructs Jupitice Escrow to release the funds and Jupitice Escrow will release escrow funds as described in this Agreement.

## **4. INSTRUCTIONS TO PAY IRREVOCABLE**

The Client's instruction to Jupitice Escrow and/ or its wholly-owned subsidiaries to pay the ADR Practitioner is irrevocable. Such instruction is the Client's authorization to transfer funds to the ADR Practitioner from Jupitice Escrow Account or authorization to charge the Client's Payment Method. Such instruction is additionally Client's representation that Client has received, inspected, and accepted the subject work or expense. The Client acknowledges and agrees that upon receipt of the Client's instruction to pay the ADR Practitioner, Jupitice Escrow will transfer funds to the ADR Practitioner and thereafter, Jupitice has no responsibility to improve such funds. Therefore, and in consideration of services described in this Agreement, Client agrees that once Jupitice Escrow or its subsidiary has charged Client's Payment Method, the charge is non-refundable.

## **5. RELEASE AND DELIVERY OF AMOUNTS IN ESCROW**

In addition, Jupitice Escrow is authorized to and will release applicable portions of the Client (each portion, a "Release") to the ADR Practitioner, upon the happening of and according to the one or more Release Conditions mentioned below or as otherwise required by applicable law or the Terms of Service. The amount of the Release will be delivered to the ADR Practitioner, according to the ADR Practitioner's and Client's instructions, as applicable, these Escrow Instructions, and the other Terms of Service.

### **5.1 RELEASE CONDITIONS**

It means any of the following:

5.1.1. The Client and the ADR Practitioner have submitted joint written instructions for a Release.

5.1.2. The Client has approved all or a portion of the ADR Practitioner's Hourly Invoice. This Release Condition will only apply to amounts invoiced by the ADR Practitioner that the Client has approved. Client's failure to dispute an Hourly Invoice, or a share of an Hourly Invoice, within the Dispute Period pursuant to this Agreement, or as otherwise provided in the Escrow Instructions, constitutes support by the Client for resolutions of this Release Condition.

5.1.3. Jupitice reviews the Client's dispute of amounts invoiced on ADR Practitioner's Hourly Invoice for an Hourly Contract with Work Diaries pursuant to this Agreement and determines whether the time is related to the Hourly Contract requests or the Client's instructions.

5.1.4. The Client initiates a dispute with respect to ADR Practitioner's Hourly Invoice for an Hourly Contract with Work Diaries pursuant to this Agreement and the Client and the ADR Practitioner resolve the dispute without the assistance of Jupitice.

5.1.5. Issuance of a Final Order of a court or the Arbitrator of competent jurisdiction from which appeal is not taken, in such case, the funds will be unconfined in accordance with such order.

5.1.6. If we believe, in our sole discretion that fraud, an illegal act or violation of Jupitice Terms of Service has been committed or is being committed or attempted, in such case the Client and the ADR Practitioner hereby irrevocably authorize and instruct Jupitice Escrow to take such actions as we deem suitable in our sole preference and in accordance with applicable law, in order to prevent or remedy such acts, including without limitation to return the funds accompanying with such acts to their source of payment.

## **6. HOURLY PAYMENT PROTECTION**

Jupitice provides limited payment protection to Users as detailed in this Section 6 ("Hourly Payment Protection").

### **6.1 FOR ADR PRACTITIONERS**

In a rare event where ADR Practitioner's Client doesn't make payment for legitimate services performed by ADR Practitioner, Jupitice won't charge commission up to USD 2500 or the particular payment not made by the Client whichever is a smaller amount, to foster fairness, reward loyalty, and encourage the ADR Practitioner to still use the site services for his or her business needs. Hourly Payment Protection is going to be offered to the ADR Practitioner as long as all of the subsequent criteria are met in the sole discretion of Jupitice:

6.1.1. Both the Client and the ADR Practitioner must have agreed to use Work Diaries upon acceptance of the Hourly Contract, as part of the terms.

6.1.2. The Client must have an account in good standing and a valid and verified Payment Method at the start of the Hourly Contract, and must agree to automatically pay for hours billed by ADR Practitioner through Work Diaries.

6.1.3. The ADR Practitioner's account must be in good standing.

6.1.4. The ADR Practitioner must have used the work diaries enabled to document any and all hours covered by the Hourly Payment Protection for the ADR Practitioners.

6.1.5. Prior to any Hourly Invoice being submitted, the ADR Practitioner must have annotated the screenshots documented in Work Diaries sufficient to demonstrate the work related to the Hourly Contract.

6.1.6. The screenshots documented by Work Diaries must be undoubtedly linked to the applicable Hourly Contract requirements or Client instructions.

6.1.7. The number of hours billed in the Work Diaries must be within the hours sanctioned in the Hourly Contract for the week.

6.1.8. Within five days after notification of rejected or unpaid time, the ADR Practitioner must submit a dispute specifically identifying the documented work not otherwise paid for by the Client through the Escrow Services.

Jupitice will investigate & determine in its sole discretion whether the above terms & conditions are met.

Hourly payment protection does not apply to:

- (a) Hours invoiced for work not agreed to or authorized or authorized by the client;
  - (b) Bonus payments;
  - (c) Refunds;
  - (d) Manual time;
  - (e) Time added after the Client has disputed a billing and before the resolution of that dispute;
  - (f) Fixed-Price Contracts;
  - (h) Any payments on Hourly Contracts where the Hourly Contract or the services provided there under are prohibited by the Terms of Service;
  - (i) Hours billed by ADR Practitioners whom Jupitice believes, in its sole discretion, to be aware of or complicit in another User's violation of this Agreement or the other Terms of Service; or
  - (j) The ADR Practitioners whom Jupitice believes, in its sole discretion, to be involved in actual fraudulent activities or abuse of this Payment Protection.
- (h) The maximum rate per hour protected by Jupitice to ADR Practitioner under the Hourly Payment Protection for ADR Practitioners is that the lesser of:
- (i) The rate provided in the Hourly Contract terms;
  - (ii) The usual hourly rate billed by ADR Practitioner on the Site across all Clients; and
  - (iii) The going rates for the same skills on the site in the ADR Practitioner's area (such determination to be made in Jupitice's sole discretion).

The maximum amount of coverage under the Hourly Payment Protection for ADR Practitioners for the life of a relationship between the Client and the ADR Practitioner is \$2,500 or 50 hours logged/listed in the Work Diary, whichever is less.

## 6.2. FOR CLIENTS

The ADR Practitioner authorizes and instructs Jupitice to regulate the Hourly Invoice to adjust the hourly invoice to remove invoiced hours that aren't (a) clearly associated with either the Hourly Contract terms or work agreed to by the Client, and (b) within the hours authorized within the Hourly Contract for the week, subject to and conditioned on the subsequent terms:

- Both Client and ADR Practitioner must agree to use Work Diaries as a part of the Hourly Contract terms.

- The Client must have an Account in good standing and a valid and verified default Payment Method, and the Client must agree with automatic payment for hours billed by the ADR Practitioner within the Hourly Invoices. Within the Hourly Invoice Review Period, the Client must submit a Dispute specifically identifying the time billed that's not clearly associated with either the Hourly Contract requirements or Client instructions within the Work Diaries.

Jupitice will investigate and determine in its sole discretion whether the above terms and conditions are met.

Hourly Protection for Clients only protects the Client from the obligation to pay for ADR Practitioner's work if the documented hours worked aren't clearly associated with the Hourly Contract requirements or Client instructions in the Work Diaries. If the Client has requested that the ADR Practitioner use the functionality of the site or third-party software that hides, blurs, or distorts images within the Work Diary, the screenshots will be deemed to be "clearly related" to the Hourly Contract requirements for purposes of the Client's eligibility for Hourly Payment Protection. Hourly Payment Protection for Clients doesn't generate any warranties, express or implied, beyond those specifically stated in the User Agreement.

Hourly Protection for Clients doesn't apply to:

(1) Fixed-Price Contracts;

(2) Hours billed by ADR Practitioners who are conscious of or complicit in another User's violation of this Agreement or the Terms of Service.

## **7. DISPUTES BETWEEN CLIENT AND ADR PRACTITIONER**

### **7.1 DISPUTES INITIATED VIA THE PLATFORM**

For Hourly Contracts, the Client may dispute ADR Practitioner's hours invoiced on the Hourly Invoice for the prior week (Sunday 12:00 a.m. midnight IST to Sunday 11:59 p.m. IST) during the five days following the close of the weekly invoice period (Monday 12:00 a.m. midnight IST to Friday 11:59 p.m. IST) (the "Dispute Period"). It's the Client's responsibility to review the Hourly Invoice of each Hourly Contract on a weekly basis and to file any disputes during the Dispute Period. Once the Dispute Period expires, the Client is going to be deemed to have accepted the ADR Practitioner Services and the ADR Practitioner Fees and can no longer dispute them. Disputes handled by Jupitice can only address the hours billed, not the quality of the ADR Practitioner Services or the Work Product provided under Hourly Contracts. If the Client disputes the ADR Practitioner's hours invoiced within the Hourly Invoice under an Hourly Contract during the Dispute Period, the Client and the ADR Practitioner are encouraged to resolve the dispute between them. If the Client and the ADR Practitioner fail to come to a resolution, Jupitice will promptly investigate the Hourly Invoice and determine in its sole discretion, whether an adjustment is appropriate and consistent with the Client's and the ADR Practitioner's instructions in these Escrow Instructions. Jupitice determination of such dispute shall be final.

If the Client's payment is unsuccessful, Jupitice will review the Weekly Invoice to determine if it qualifies for Hourly Payment Protection. If Jupitice, in its sole discretion, determines that the Weekly Invoice qualifies for Hourly Payment Protection, it'll make payment to the ADR Practitioner to cover the Hourly Invoice on behalf of the Client. In the event that Jupitice makes payment on behalf of the Client, the ADR Practitioner hereby irrevocably assigns any right, title or interest in any payment from Client to Jupitice for the amount paid by Jupitice. The Client may choose to approve ADR Practitioner's Weekly Invoice prior to the end of the Dispute Period thereby releasing payment for the Weekly Invoice. If the Client releases payment to ADR Practitioner prior to the end of the Dispute Period, the Client certifies that it approves the Weekly Invoice, accepts the work, and waives any further right to dispute the work or Weekly Invoice through Dispute Assistance (defined below).

You acknowledge and agree that Jupitice Escrow or its Affiliates may, at its sole discretion, withhold or delay payment in the event of a dispute between the Client and the ADR Practitioner. You further acknowledge and agree that Jupitice and Affiliates aren't and will not be a party to any dispute between the Client and the ADR Practitioner over an Hourly Invoice or Hourly Contract.

## **7.2 JUPITICE DISPUTE ASSISTANCE**

Non-binding dispute assistance (“Dispute Assistance”) is available within 30 days of the date of the last release of funds from the Client to the ADR Practitioner. If the Client or the ADR Practitioner contacts Jupitice via support ticket within 30 days of the date of the last payment from Client to ADR Practitioner and requests non-binding dispute assistance for any dispute among them (a “Dispute”), Jupitice will attempt to assist Client and ADR Practitioner by reviewing the Dispute and proposing a mutual, non-binding resolution. Jupitice will only review the 30 days of work performed prior to the date a user requests Dispute Assistance.

- The Jupitice Disputes team will notify the Client and the ADR Practitioner via ticket by providing a notice of dispute along with a request for information and supporting documentation.
- If both the Client and the ADR Practitioner respond to the notice and request for information, then the Disputes team will review the documentation submitted and any information available on the site that pertains to the Dispute. After review, the Dispute Assistance team will put forward a mutual, non-binding determination on the basis of the outcomes of the review.
- The proposed resolution is non-binding; the Client and the ADR Practitioner can choose whether or not to comply with it. If the Client and the ADR Practitioner agree in writing to the proposed resolution, the Client and the ADR Practitioner agree that Jupitice Escrow is authorized and irrevocably instructed to immediately release Escrow funds in accordance with the proposed resolution.
- If the Client or the ADR Practitioner rejects the proposed, non-binding resolution offered by Jupitice, then the Client and/or the ADR Practitioner must pursue the Dispute independently.
- Jupitice reserves the right to review the ADR Practitioner’s work for 30 days prior to the date of the request for Dispute Assistance for compliance with Hourly Payment Protection requirements, and in its sole discretion, to form adjustments to invoices, and to direct Jupitice Escrow to make appropriate releases to the Client if it finds that the work doesn’t clearly relate to the Hourly Contract requirements or Client instructions in the Work Diaries or violate the Terms of Service during review of the work.

## **8. NO RESPONSIBILITY FOR SERVICES OR PAYMENTS**

Jupitice and Affiliates merely provide a platform for Internet payment services. Jupitice and Affiliates don't have any responsibility or control over the ADR Practitioner services that the Client purchases. Nothing in this Agreement deems or will be interpreted to deem that Jupitice or any Affiliate as the Client’s or the ADR Practitioner’s agent with reference to any ADR Practitioner services, or enlarge or alter any warranty, liability or indemnity stated in the Terms of Service, for instance, Jupitice doesn't guarantee the performance, functionality, quality, or timeliness of ADR Practitioner services or that a client can or will make payments.