

Talsko Terms of Service

Legal Entity: Talsko Solutions Private Limited (“Talsko”, “we”, “us”, “our”)

Platform: talsko.com and related web applications (the “Platform”)

Contact: support@talsko.com

1. Introduction and Acceptance

1.1 These Terms of Service (“**Terms**”) form a binding contract between Talsko and each user of the Platform, including **Clients**, **Experts**, and **Visitors** (“**User**”, “**you**”).

1.2 By **browsing**, **creating an account**, or **engaging through the Platform**, you agree to these Terms. If you use the Platform on behalf of a company, you represent that you are authorised to bind that company.

1.3 These Terms apply **in India and globally** to all Platform participants. Specific project work (for example, Hourly, Weekly, Sprints and retainers) is governed by separate signed agreements (for example, **Client Master Services Agreement (MSA)**, **Expert Services Agreement (ESA)**, and **Statements of Work (SOWs)**). If there is a conflict, the signed agreement for that engagement prevails for that engagement; these Terms govern Platform use generally.

2. Eligibility and Account Creation

2.1 **Age and capacity.** You must be at least **eighteen (18) years** old and legally capable of entering into contracts.

2.2 **Experts.** Experts must complete Talsko’s vetting process, evidence of case outcomes, and references.

2.3 **Clients.** Clients must provide **true company details**, including legal name, funding stage (if applicable), workforce size, and a duly authorised representative.

2.4 **Account integrity.** Accounts are personal or company-specific and **non-transferable**. You are responsible for activity under your account and for safeguarding credentials.

2.5 **Suspension.** Talsko may suspend or terminate accounts for misrepresentation, misuse, policy breaches, or risk to Platform integrity.

3. Description of Services

3.1 **What Talsko is.** Talsko is a **Managed Expert Outcomes Platform**. We are **not** a staffing firm, labour-hire provider, or open gig marketplace.

3.2 **Core engagement formats** (defined in SOWs; prices indicative and may vary by scope):

a) **Two-Week Diagnostic Sprint** (approximately ₹200,000–₹400,000): audit, roadmap, metric wall, and a ninety-day plan.

b) **Six-Week Outcome Sprint** (approximately ₹600,000–₹1,200,000): one core result delivered in thirty to forty-five days.

c) **Twelve-Week Stacked Outcomes Retainer** (approximately ₹1,200,000–₹2,400,000): sequenced outcomes with governance.

3.3 **Add-ons** (optional): **Assurance Plan** (monthly stability and service levels), **Sprint Credits** (pre-purchase bundles), **Pods** (two-expert squads), **Emergency Triage** (time-boxed stabilisation).

3.4 **Talsko's role.** We provide matchmaking, **governance** (weekly steering, milestones, traffic-light status), escrow/payment facilitation, delivery oversight, and **dispute escalation** per these Terms and the applicable agreements.

4. User Obligations (Clients and Experts)

4.1 Client Obligations

- a) Provide accurate project information, system/data access, designated stakeholders, and **timely approvals** as specified in the SOW.
- b) Make **weekly upfront payments** per the SOW; use only Platform rails for payments.
- c) Participate in weekly steering and acceptance reviews; validate outcomes against SOW criteria.
- d) Respect **non-circumvention**: do not contract or pay Experts introduced by Talsko outside the Platform without Talsko's written consent.

4.2 Expert Obligations

- a) Deliver outcomes per the SOW and the **governance model** (milestones, weekly steering, traffic-light updates, timesheets, progress logs, outcome report).
- b) Maintain confidentiality, **intellectual property** integrity, professional conduct, and declared availability.
- c) Accept **payout rules**: escrow or client payment must clear; milestone acceptance precedes weekly release; comply with Know Your Customer checks.
- d) Provide original work with verifiable sources; disclose any third-party or artificial-intelligence tools used.

5. Payment Terms

5.1 **Client payments.** Unless the SOW states otherwise, **weekly upfront billing** applies. Payments may be processed via authorised facilitators (for example, **Razorpay** or equivalent) and/or **escrow** with milestone-based release.

5.2 **Expert payouts.** Experts are paid **only** through Talsko's rails after client funds clear and milestones are accepted, subject to compliance checks; off-Platform payments are prohibited.

5.3 **Refunds and credits.** Talsko does **not** offer cash refunds. Where Talsko is at fault for missing governance milestones, we add capacity or time at no extra charge; where applicable, **service credits** may be issued under an Assurance Plan or Sprint Credits add-on (per the signed SOW or addendum).

5.4 **Fees.** Talsko's **platform/service fee** is a non-refundable charge embedded in sprint pricing unless expressly stated otherwise in the SOW.

5.5 **Taxes.** Invoices may include **Goods and Services Tax (GST)**. Clients may deduct **Tax Deduct-**

ed at Source (TDS) per Indian law and must provide certificates. Experts are responsible for their own taxes.

6. Intellectual Property

6.1 Deliverables. Unless the SOW states otherwise, **all Deliverables are assigned to the Client** upon receipt of all due fees, to the fullest extent permitted under the **Copyright Act, 1957**.

6.2 Expert pre-existing materials. Experts retain pre-existing tools and libraries but grant the Client and Talsko a perpetual, royalty-free licence to the extent such materials are embedded in Deliverables, as disclosed in the SOW.

6.3 Platform IP, governance playbooks, matching algorithms, dashboards, software, content, and trademarks are the exclusive property of **Talsko** or its licensors; no rights are granted except as necessary to use the Platform.

7. Confidentiality and Non-Circumvention

7.1 Confidentiality. Users must keep non-public information confidential and use it only for evaluating or performing a project. Separate NDAs in the MSA/ESA apply; confidentiality survives termination.

7.2 Non-circumvention (tail). For introductions made via Talsko, **Clients and Experts agree not to engage each other off-Platform** during the engagement and for **twenty-four (24) months** after the later of (a) last introduction or (b) last SOW completion, without Talsko's written consent.

Breach may result in account termination and contractual remedies (including liquidated damages where provided in the MSA/ESA).

8. Prohibited Activities

You agree **not** to:

- a) scrape, harvest, reverse engineer, or bypass security measures;
- b) upload malware or harmful code;
- c) misrepresent identity, credentials, or case proofs;
- d) plagiarise or infringe intellectual property;
- e) upload confidential data to public artificial-intelligence systems that train on inputs without written approval;
- f) transact or pay **off-Platform** with introduced counter parties;
- g) violate applicable **Indian or international laws** through use of the Platform;
- h) harass, discriminate, or otherwise engage in abusive conduct.

9. Dispute Resolution and Escalation (Governance-First)

9.1 Tier 0 — Internal Steering (within 72 hours). The weekly steering converts to a focused session to identify baseline, expected outcome, and gap; parties agree a **rescue plan**, scope trade, or

escalate.

9.2 Tier 1 — Talsko Mediation (by Day 15). A Talsko governance lead reviews artefacts (milestones, traffic-light history, logs, deliverables, proof tiles) and proposes resolution, re-plan, expert replacement (where appropriate), or service credits (if opted-in).

9.3 Tier 2 — Arbitration (if unresolved). Disputes proceed to binding **arbitration** under the **Arbitration and Conciliation Act, 1996**, by a sole arbitrator, **seat and venue: New Delhi, India**, language: English. Either party may seek interim or injunctive relief from courts at New Delhi.

10. Limitation of Liability

10.1 To the maximum extent permitted by law, Talsko is **not liable for indirect, incidental, special, exemplary, punitive, or consequential damages**, or for loss of profits, data, goodwill, or business interruption.

10.2 For claims arising solely from **Platform use** (outside signed SOWs/MSA/ESA), Talsko's aggregate liability shall not exceed the greater of (a) the fees you paid for Platform access in the **three (3) months** preceding the claim, or (b) **₹50,000**. Contractual liability for project work is governed by the relevant signed agreements.

10.3 Force majeure. Talsko is not responsible for delays or failures caused by events beyond reasonable control (for example, outages, natural events, governmental action, third-party failures).

11. Termination and Suspension

11.1 By Talsko. We may suspend or terminate accounts or access for breach of these Terms, risk to Platform integrity, unlawful activity, repeated rights-holder complaints, non-payment, or non-circumvention violations.

11.2 By User. You may terminate your account by written notice and by fulfilling obligations under any active SOWs or agreements.

11.3 Survival. Clauses relating to confidentiality, intellectual property, non-circumvention, limitations, indemnities, dispute resolution, and payment of amounts due **survive** termination.

12. Governing Law and Jurisdiction

These Terms are governed by the **laws of India**. The dispute process in **Section 9** applies, culminating in arbitration seated in **New Delhi** under the **Arbitration and Conciliation Act, 1996**. Courts at **New Delhi** have jurisdiction for interim or injunctive relief.

13. Amendments and Updates

We may update these Terms from time to time. We will post the updated Terms with a new **Effective Date** and, where material, notify Users (for example, by email or in-app notice). **Continued use** of the Platform after the Effective Date constitutes acceptance.

14. Privacy and Cookies

Talsko processes personal data per its **Privacy Policy** (Digital Personal Data Protection Act, 2023; Information Technology Act, 2000; and, where applicable, GDPR/UK-GDPR). Non-essential cookies and marketing communications operate on **consent**. See talsko.com/privacy and talsko.com/cookies.

15. Notices and Electronic Communications

You agree to receive **electronic communications** from Talsko. Legal notices may be sent to your registered email and to Talsko at support@talsko.com and the Registered Office.

16. Additional Terms

16.1 Third-party services. Payment, hosting, analytics, identity verification, and other providers may apply their own terms in addition to these Terms.

16.2 Assignment. You may not assign these Terms without Talsko's consent. Talsko may assign to an affiliate or in connection with corporate reorganisation.

16.3 Export and sanctions. You represent you are not restricted by applicable sanctions/export laws from using the Platform.

16.4 Anti-bribery. You will comply with applicable anti-bribery and anti-corruption laws.

16.5 Severability; waiver. If any clause is unenforceable, it will be limited to the minimum necessary; the remainder remains in force. No waiver is effective unless in writing.

17. Definitions (Helpful Summary)

- **Client:** a company or individual purchasing outcome services through Talsko.
- **Expert:** a professional verified by Talsko.
- **Statement of Work (SOW):** a project-specific contract describing scope, milestones, fees, and governance.
- **Governance:** weekly steering, milestone reviews, traffic-light status, timesheets, progress logs, outcome report, and proof tiles (anonymised with client approval).

End of Terms of Service