

Business Terms

Version 1.0 · Effective 8 July 2026 · Last updated 8 July 2026
Empirical (OPC) Private Limited · cloxy.co

These Business Terms supplement the [Terms of Service](#) and apply to everyone with a Cloxy Business account. By creating a business account or posting a Shift, you accept them on behalf of the Business you represent. Capitalised terms have the meanings given in the Terms of Service.

Cloxy connects you with verified workers, but the workplace is yours. These terms describe the duties that come with that - toward the Workers you hire, toward the law, and toward the marketplace everyone relies on.

The short version

Describe shifts accurately. Keep your workplace safe and lawful, and hold the licences your operations need.

Treat workers with respect - workplace-law duties, including under the POSH Act, sit with you. Pay the displayed amount on time, display the QR code, never touch clock records, rate fairly, and handle worker data lawfully.

1. How these terms fit with the Terms of Service

These terms add business-specific duties on top of the [Terms of Service](#). If the two conflict, the Terms of Service prevail on the conflicting point, as set out in its order of precedence. The Policies also apply to you - especially the [Payment Policy](#), [Cancellation & No-Show Policy](#), [Community Guidelines](#), [Safety Policy](#), and [Acceptable Use Policy](#).

2. Verification and account duties

- Provide accurate, complete business details - legal name, address, and contact information - and keep them current.
- The person operating the account must be authorised to act for the Business and to accept these terms on its behalf.
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Complete verification when asked, including document requests, as described in the [Verification Policy](#). We may re-verify your account at any time.

- One business account per Business, operated only by authorised people.

3. Accurate shift descriptions

Workers decide whether to apply based on what you post. Every Shift must accurately state:

- The **role** and the actual work involved.
- The **pay** - hourly rate or flat amount, exactly as it will be settled.
- The **date, time, and exact location** where the work happens.
- The **requirements** - skills, experience, or physical demands.
- The **dress code** and anything the Worker must bring.

Do not post one job and expect another. The work performed must match the description; if something material changes before the Shift, update the Shift or tell hired Workers in the app with as much notice as possible. Requiring work materially beyond the description is a Violation.

4. A safe and lawful workplace

- Provide a safe workplace: safe premises, working equipment, and the safety gear and instructions the role needs.
- Provide lawful working conditions, including lawful working hours and reasonable breaks.
- Assign only lawful tasks. Never ask a Worker to do anything illegal or to work in conditions you know are unsafe.
- Workers may report hazards to you and to Cloxy, and may stop work they reasonably believe is unsafe. Do not retaliate against a Worker for reporting - see the [Safety Policy](#).

5. Compliance with laws

You are responsible for complying with every law that applies to your business and to the work performed at your Shifts, including:

- **Central laws of India** that apply to your activity, including labour, tax, and GST law.
- **State-specific laws of the state where the Shift is performed** - such as that state's Shops and Establishments Act, minimum wage notifications, and professional tax. The pay you set must comply with the minimum wage law that applies to the work.
- **Industry-specific requirements** - for example FSSAI registration or licensing for food handling, liquor licensing for premises that serve alcohol, and any other permits your industry requires.

You must hold **all licences, permits, and registrations** your operations require, and keep them valid. Cloxy does not verify your legal compliance, does not provide legal advice, and using the Platform does not by itself make you compliant. If you are unsure what applies to your state or industry, take professional advice.

6. No discrimination

Make hiring decisions on merit: ratings, experience, and the genuine requirements of the role. Do not reject, cancel, or treat Workers differently because of religion, caste, sex, gender identity, sexual orientation, disability, place of origin, or any other ground protected by law. Discriminatory conduct is a Violation and is reviewed under the [Community Guidelines](#).

7. Respectful treatment and POSH Act duties

Treat Workers as professionals. Abuse, humiliation, threats, and harassment of Workers - by you, your staff, or anyone at your venue you are responsible for - are prohibited and trigger review of your account.

You are the workplace under the POSH Act

Under the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013, duties to prevent and redress sexual harassment at a workplace sit with the business as the workplace - including constituting an Internal Committee where the law requires one. These duties apply to Workers at your venue. Cloxy's platform-level response to reports is described in the [Safety Policy](#).

8. Paying workers and platform fees

Current status of platform payments

Platform payments are being enabled progressively. Until they are active for your account, you pay Workers directly - the exact pay displayed on the Shift - and Cloxy does not process, hold, or transfer the money.

8A. Direct settlement today

Pay the full displayed amount promptly when the Shift completes. Not paying a Worker for completed work is a serious Violation: Workers can raise a pay dispute in the app, we review it against the Shift's clock records, and unresolved non-payment leads to review of your account.

8B. When platform payments are enabled

- Keep a **valid payment method** registered on your account - a tokenized card or a UPI AutoPay mandate, set up through Razorpay.
- The total for a Shift - the Worker's pay plus Platform Fees - is **charged automatically at clock-out**.
- If a charge fails, we retry automatically. Repeated failures can lead to restrictions on your account until the amount is settled.
- **Cloxy holds no user funds and has no wallet.** Money moves through Razorpay, an RBI-regulated payment provider. The full mechanics are in the [Payment Policy](#).

8C. Platform fees

Platform Fees are displayed when you post a Shift, before you publish it - so you always see the total cost before committing. Fee changes apply prospectively and are shown at posting. GST applies to Platform Fees where the law requires. See the [Payment Policy](#) for details.

9. Cancelling shifts

Workers plan their day - and often their travel - around your Shifts. If you must cancel, do it as early as possible and tell hired Workers in the app.

- Every business cancellation of a hired Shift is **recorded as a Violation** on your account, with the reason captured.
- Repeated cancellations lead to review of your account by our team - there is no automated threshold, but a pattern will not go unnoticed.
- The full rules are in the [Cancellation & No-Show Policy](#).

10. Attendance verification duties

- For QR Shifts, **display the rotating QR code** where Workers can scan it at the start and end of the Shift. The code changes every 30 seconds; make sure the displaying device works and is accessible.
- **Never manipulate clock records** and never pressure a Worker to clock in or out falsely. If a record is wrong - a device failed, a Worker could not scan - ask Cloxy support to correct it. Staff corrections are logged, and both you and the Worker are notified in the app.
- Respond to attendance disputes in good faith. Clock records, including failed attempts, exist so disputes can be settled with evidence.

11. Fair ratings

Rate every Worker after the Shift - **Yes**, **Maybe**, or **No**, with an optional comment - honestly and based on their work at that Shift. Ratings shape Workers' livelihoods and the Pro badge, so do not use them to retaliate against a Worker

who raised a pay dispute or reported a hazard, and do not demand good ratings in exchange for anything. We can remove ratings that violate the [Community Guidelines](#).

12. Worker data: your duties under the DPDP Act

Through the Platform you receive Workers' personal data - names, photos, ratings, contact details for the Shift, and attendance records. For the records you keep and any processing you do with that data, **you are an independent data fiduciary under the Digital Personal Data Protection Act, 2023**. That means you, not Cloxy, are responsible for handling it lawfully.

- Use Worker data only to run the Shift and meet your legal obligations.
- Do not sell it, share it with third parties, or add Workers to marketing lists without a lawful basis of your own.
- Keep it secure, and delete it when you no longer need it.

How Cloxy itself processes personal data is described in the [Privacy Policy](#).

13. No off-platform poaching

Do not move Workers sourced through Cloxy off the platform to avoid Platform Fees - for example, asking a Worker you met on a Cloxy Shift to work future shifts directly, outside the app. This is fee circumvention under the [Acceptable Use Policy](#) and a Violation.

It also removes the protections both sides rely on: verified attendance records, pay-dispute evidence, and platform recourse. Book repeat Workers through the app - favourites and auto-fill exist exactly for that.

14. Disputes and indemnity

14A. Dispute handling

Raise and respond to attendance and pay disputes through the app, and cooperate in good faith. We review disputes against the Shift's clock records, chat records, and payment records, and respond in the app. If a dispute is not resolved to your satisfaction, escalate to the Grievance Officer via [Contact & Grievance Officer](#) - grievances are

acknowledged within **24 hours** and resolved within **15 days**. The formal dispute-resolution path is in the [Terms of Service](#).

14B. Indemnity

In addition to the indemnity in the [Terms of Service](#), you agree to indemnify and hold harmless Empirical (OPC) Private Limited and its directors, employees, and agents from claims, damages, liabilities, and reasonable costs (including legal fees) arising from:

- Conditions at your workplace, including injuries or losses occurring at your premises.
- Your non-compliance with applicable law - including wage, working-hours, licensing, tax, and POSH Act obligations.
- Your treatment of Workers, including claims of harassment or discrimination at your workplace.
- Any claim that a Worker engaged through the Platform is your employee, or claims for employment-related benefits arising from work at your Shifts.
- Your handling of Worker personal data in breach of Section 12.