

Terms of Service

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Empirical (OPC) Private Limited · cloxy.co

These Terms of Service are a legally binding agreement between you and **Empirical (OPC) Private Limited** ("Cloxy", "we", "us"), the company that operates the Cloxy Talent app, the Cloxy Business app, and the website at cloxy.co.

By creating an account, tapping accept in the apps, or using the Platform, you accept these terms and the Policies incorporated into them.

Two supplements sit alongside these terms: the [Worker Terms](#) if you work shifts, and the [Business Terms](#) if you post them. We have written all three in plain language. If anything is unclear, ask us - contact details are in the last section.

The short version

Cloxy is a marketplace that connects businesses with workers for shifts. We are not an employer or a staffing agency. Be genuine, show up, clock in and out honestly, treat people with respect, and settle pay as displayed on the shift. If something goes wrong, a person on our team reviews it - and you can appeal.

1. The agreement you are accepting

The Platform is operated by **Empirical (OPC) Private Limited**, a company incorporated in India with its registered office in Ahmedabad, Gujarat. You accept these terms when you create an account, when you tap accept inside the apps, or by continuing to use the Platform. The apps record which version of these terms you accepted.

This agreement is made up of these Terms of Service, the role terms that apply to you, and the Policies incorporated by reference:

- **Role terms** - the [Worker Terms](#) for talent accounts and the [Business Terms](#) for business accounts.
- **Policies** - the documents listed in [Section 23](#), including the [Privacy Policy](#), [Payment Policy](#), [Cancellation & No-Show Policy](#), [Community Guidelines](#), and [Acceptable Use Policy](#).

If you do not agree with any part of this agreement, do not use the Platform.

2. Definitions

Cloxy

Empirical (OPC) Private Limited, the Indian company that operates the Cloxy brand, apps, and website. Also "we", "us", and "our".

Platform

The Cloxy Talent app, the Cloxy Business app, the cloxy.co website, and the related services we provide through them.

Business

A person or entity with a Cloxy Business account that posts Shifts to hire workers.

Worker (or Talent)

An individual with a Cloxy Talent account who applies for and works Shifts.

Shift

A work assignment a Business posts on the Platform, describing the role, date and time, location, pay, and requirements.

Clock-In / Clock-Out

The attendance records created when a Worker starts and ends a Shift, verified by GPS or QR code as described in Section 8.

Violation

A record created on an account when the account holder breaks these terms or the Policies - for example a cancellation, a no-show, or a conduct breach.

Platform Fees

The fees Cloxy charges for use of the Platform, shown to you before you commit. See the Payment Policy.

Policies

The Cloxy policy documents incorporated into this agreement by reference, listed in Section 23.

3. Our role: a marketplace, not an employer

Cloxy is a technology platform. We provide the marketplace and the tools - shift posting, applications and offers, attendance verification, ratings, chat, and payment rails - and the rules in this agreement. For the information users exchange on the Platform, we act as an intermediary under the Information Technology Act, 2000.

- We are **not an employer, staffing agency, labour contractor, or recruitment agent**. We do not employ Workers and we do not supply labour.
- Workers engage with Businesses as **independent contractors**. This agreement does not create an employment, agency, partnership, or joint-venture relationship between you and Cloxy.
- Businesses decide whom to hire, and Workers decide which Shifts to apply for. Businesses set the pay for each Shift; Cloxy does not set wages.
- We do not supervise, direct, or control the work performed at a Shift. The Business controls its workplace.
- We do not guarantee that a Shift will be filled, that an application will be accepted, or that work will be available.

Where the Consumer Protection (E-Commerce) Rules, 2020 apply to the Platform, we follow the duties they place on marketplace entities.

4. Eligibility

- You must be at least **18 years old** and competent to contract under the Indian Contract Act, 1872.
- Workers must be legally allowed to work in India.
- Businesses must be lawfully established, and the person operating the account must be authorised to bind the Business.
- The Platform is for Shifts performed in India.

We collect your date of birth at signup, and misstating your age or eligibility is a Violation. We may decline, limit, or re-check any account as described in the [Verification Policy](#).

5. Accounts and security

- You sign in with a one-time password (OTP) sent to your verified mobile number. Keep that number current - it is how you access your account.
- **One account per person.** Do not create multiple accounts, share an account, or create an account for someone else. A business account may be operated only by a person authorised to act for that Business.
- Never share OTPs with anyone, including anyone claiming to be from Cloxy. We will never ask for your OTP.
- You are responsible for all activity under your account. Tell us immediately if you suspect unauthorised access.
- Accounts are personal and non-transferable.

You can delete your account from the app settings at any time. What happens to your data afterwards is described in the [Privacy Policy](#) and the [Data Retention Policy](#).

6. Verification

Cloxy is a verified marketplace. Before you can participate, your account is reviewed and approved by Cloxy staff. Workers (and, where required, Businesses) must also complete document verification: uploading genuine government-issued identity documents that our team reviews by hand. When platform payments are enabled, payout accounts additionally complete Razorpay's KYC (PAN plus bank or UPI details). The full process is in the [Verification Policy](#).

- Documents must be genuine, unaltered, current, and yours. Submitting false or borrowed documents is identity misuse under [Section 15](#).
- Documents past their expiry date are automatically flagged, and you must re-verify to keep participating.
- We may ask you to re-verify at any time if something looks wrong.

Verification is not a guarantee

Verification means we checked what we checked in the Verification Policy. It is not an endorsement of any user, and it does not guarantee anyone's conduct, reliability, or quality of work.

7. How shifts work

A Business posts a Shift with the role, date and time, location, pay, and requirements. Workers apply, the Business offers or rejects, and hired Workers attend, clock in and out, and get rated. Every Shift moves through defined statuses:

SHIFT STATUS	WHAT IT MEANS
Open	The Shift is published and accepting applications.
Filled	All positions on the Shift have been hired.
In progress	The Shift is underway.
Completed	The Shift has ended. Attendance is final and ratings open.
Cancelled	The Business cancelled the Shift.

An application follows its own path:

- **Applied** - the Worker has applied and the Business can review their profile.
- **Offered** - the Business has offered the Shift to the Worker. Offers that are not accepted in time expire automatically.
- **Hired** - the Worker accepted the offer and is expected to attend.
- **Rejected** - the Business declined the application.
- **Withdrawn** - the Worker withdrew the application before being hired.
- **Cancelled** - the Worker or the Business cancelled after hiring. A Violation is recorded as per the [Cancellation & No-Show Policy](#).
- **No-show** - a hired Worker never clocked in and the Shift ended. This is detected automatically and recorded as a Violation.

On Shifts where a Business has enabled auto-fill, a Worker the Business has marked as a favourite is offered the Shift automatically when they apply. Applications that are never acted on expire automatically.

8. Attendance: clocking in and out

Attendance on Cloxy is verified, because verified attendance is what makes pay disputes resolvable with evidence.

Each Shift uses one of two clock methods:

- **GPS** - the Talent app takes a single location reading at the moment you clock in or out, and you must be within **100 metres** of the Shift location.
- **QR code** - you scan the rotating QR code displayed by the Business at the venue. The code changes every **30 seconds**.

Two timing rules apply to every Shift:

- Clock-in opens **10 minutes** before the scheduled start time.
- At least **15 minutes** must pass between clock-in and clock-out.

Every clock attempt - successful or failed - is recorded with its timestamp, method, coordinates and distance where provided, and the reason a failed attempt failed. Cloxy staff can correct clock records, or record a clock event on a Worker's behalf at a Business's request, for example when a device fails at the venue. **Every correction is logged with who performed it, and both the Worker and the Business are notified in the app.**

Attendance fraud

Spoofing GPS, sharing or manipulating QR codes, clocking in for someone else, or pressuring anyone to falsify a clock record are serious Violations under the [Acceptable Use Policy](#) and can end your account.

9. Cancellations and no-shows

- Workers can cancel a hired Shift only **before it starts** - the app enforces this. Every cancellation is recorded as a Violation, with the reason captured.
- Business cancellations are recorded as Violations on the Business's account too. Businesses must give as much notice as possible.

- If a hired Worker never clocks in and the Shift ends, the system automatically marks a **no-show** and records a Violation.

The full rules - including how late arrivals are handled and how Violations affect your standing - are in the [Cancellation & No-Show Policy](#). Violations do not trigger automatic suspensions; they feed the human review described in [Section 14](#).

10. Ratings and reviews

After a Shift completes, ratings run in three directions: the Business rates each Worker, each Worker rates the Business, and Workers on the same Shift can rate each other. Every rating is **Yes**, **Maybe**, or **No**, with an optional comment.

- Rate honestly, based on your genuine experience of that Shift.
- Do not coerce, buy, or trade ratings, and do not retaliate through ratings against someone who raised a dispute or reported a problem.
- Ratings are visible to the other side and inform future hiring decisions and the Pro badge (see the [Worker Terms](#)).
- We can remove ratings that violate the [Community Guidelines](#).

11. Chat

The apps include chat between Workers and Businesses so you can coordinate the details of a Shift - directions, dress code, timing, expectations. Keep coordination in the app: chat records are retained (see the [Data Retention Policy](#)) and are the evidence we rely on to resolve disputes fairly.

- The [Community Guidelines](#) apply in chat: no harassment, hate, threats, spam, or scams.
- Images you send must be appropriate and relevant to the work.
- Do not use chat to solicit off-platform arrangements that circumvent Platform Fees (see the [Worker Terms](#) and [Business Terms](#)).

12. Payments, fees, and taxes

Current status of platform payments

Platform payments are being enabled progressively. Until they are active for your account, pay is settled directly between the Business and the Worker at the pay displayed on the Shift, and Cloxy does not process, hold, or transfer any money.

When platform payments are enabled for your account, the flow is automatic: at clock-out, the Business's saved payment method is charged for the Worker's pay plus the Platform Fees, and the Worker's pay is transferred to their Razorpay linked account, settling to their bank account or UPI on the payment gateway's timelines. The details - pay calculation, retries, refunds, and settlement timelines - are in the [Payment Policy](#).

Cloxy holds no user funds and has no wallet. There is no escrow and no stored balance. When platform payments run, money moves through Razorpay, an RBI-regulated payment provider - never through accounts we hold for you.

- **Platform Fees** are displayed to the Business at posting, before any commitment. Fee changes apply prospectively and are shown before you post.
- **Taxes** - each party is responsible for its own taxes. Cloxy does not deduct income tax from Worker pay. GST applies to Platform Fees where the law requires. See the role terms for specifics.
- **Refunds, failed payments, and chargebacks** are handled as described in the [Payment Policy](#).

13. Compliance with laws

Everyone on Cloxy must comply with the laws that apply to them. That includes:

- **Central laws of India** that apply to your activity, including labour, tax, and GST law.
- **State-specific laws of the state where a Shift is performed** - such as that state's Shops and Establishments Act, minimum wage notifications, and professional tax.
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Industry-specific requirements - for example FSSAI registration or licensing for food handling, and liquor licensing for premises that serve alcohol.

Businesses must hold every licence and permit their operations require - the full clause is in the [Business Terms](#).

Cloxy is a technology platform: we do not provide legal advice, and using the Platform does not by itself make you compliant with the laws that apply to you.

14. Suspension and termination

We may warn you, remove content, restrict features, suspend your account, or terminate it if you breach this agreement or the Policies, commit fraud or identity misuse, put anyone's safety at risk, or where the law requires us to act.

Decisions that significantly affect you - suspension and termination - are made by trained Cloxy staff after reviewing your record. **They are not automated.** Violation records inform the review, but there is no automated strike count that suspends anyone.

- We notify you in the app of the action and the reason, unless the law or an active safety investigation prevents it.
- You can appeal any enforcement decision to the Grievance Officer ([Section 25](#)). Appeals are acknowledged within **24 hours** and resolved within **15 days**.
- You can stop using Cloxy at any time and delete your account from the app settings.

Sections that by their nature should survive - including confidentiality, intellectual property, limitation of liability, indemnity, and dispute resolution - survive termination.

15. Fraud, fake accounts, and identity misuse

- Do not create fake accounts, duplicate accounts, or accounts in someone else's name.
- Do not impersonate any person or Business, or misrepresent your identity, qualifications, or authority.

- Do not submit forged, altered, or borrowed identity documents.
- Do not misrepresent a Business, its venue, or the nature of the work.

We investigate suspected fraud, may suspend the accounts involved while we investigate, and report criminal conduct to law enforcement. See the [Community Guidelines](#) and the [Safety Policy](#) for how to report fraud to us.

16. Intellectual property and your licence

The Platform - its code, design, text, graphics, and the Cloxy name and marks - belongs to Cloxy and is protected under the Copyright Act, 1957 and the Trade Marks Act, 1999. We grant you a limited, revocable, non-exclusive, non-transferable licence to use the Platform for its intended purpose: finding, posting, and working Shifts.

You keep ownership of the content you create - your profile, photos, reviews, and messages - and grant us the licence we need to operate and improve the Platform. The full terms, including feedback and brand-use rules, are in the [Intellectual Property Policy](#). Copyright complaints are handled under the [Copyright & Content Takedown](#) process.

17. Confidentiality

Use information you receive through the Platform only for the purpose it was shared: working or running a Shift.

Workers learn non-public information about the Businesses they work for; Businesses receive personal data about Workers. Both duties are spelled out in the role terms - confidentiality of business information in the [Worker Terms](#), and data protection duties in the [Business Terms](#). These duties continue after the Shift ends and after your account closes.

18. No scraping or automated access

Cloxy has no public API. You must not:

- Access the Platform with bots, scrapers, crawlers, or any automated tools, or bulk-collect data from it.
- Reverse engineer, decompile, or probe the Platform's security without our written authorisation.
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Circumvent rate limits, authentication, or any technical protection.

The full rules and enforcement are in the [Acceptable Use Policy](#).

19. Availability and disclaimers

The Platform is provided "**as is**" and "**as available**". We work hard to keep it reliable, but we do not promise that it will be uninterrupted, error-free, or always available. We may change, suspend, or discontinue features, and we may take the Platform down for maintenance.

- We do not guarantee that Shifts will be filled or that Workers will find work.
- We do not guarantee the conduct, punctuality, or quality of any user - verification is a check, not a warranty ([Section 6](#)).
- To the maximum extent permitted by law, we disclaim implied warranties, including merchantability and fitness for a particular purpose.

Nothing in this section limits rights you have under law that cannot be excluded, including under the Consumer Protection Act, 2019.

20. Limitation of liability

To the maximum extent permitted by law, Cloxy is not liable for indirect, incidental, special, or consequential loss, or for loss of profits, revenue, data, or goodwill, arising from your use of the Platform - including disputes between Workers and Businesses, conduct at a workplace, or work performed at a Shift.

Our total aggregate liability for all claims arising out of or relating to this agreement is capped at the **greater of**: (a) the total Platform Fees you paid to Cloxy in the **6 months** immediately before the event giving rise to the claim, or (b) **5,000**.

Nothing in this section limits or excludes liability that cannot be limited or excluded under applicable law.

21. Indemnity

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: your breach of this agreement or the Policies; content you submit; your violation of law or of a third party's rights; and, for Businesses, claims arising from your workplace and your engagement of Workers. Business-specific indemnity terms are in the [Business Terms](#).

22. Force majeure, assignment, and severability

- **Force majeure** - neither party is liable for delay or failure caused by events beyond reasonable control, such as natural disasters, epidemics, war, civil unrest, government action, strikes, or power, telecom, or upstream-provider failures. Obligations resume when the event ends. Payment owed for work already performed is not excused.
- **Assignment** - you may not assign or transfer this agreement or your account. We may assign this agreement to an affiliate or a successor in a merger, acquisition, or sale of assets, and will inform you through the apps or the website.
- **Severability** - if any part of this agreement is held invalid or unenforceable, the rest continues in full force.
- **No waiver** - if we do not enforce a provision, that is not a waiver of our right to enforce it later.

23. Entire agreement and order of precedence

These Terms of Service, together with the role terms and Policies listed below, are the entire agreement between you and Cloxy about the Platform, and replace all earlier terms and understandings. If two documents conflict, the document higher in this list prevails on the conflicting point:

1. These Terms of Service.
2. The [Worker Terms](#) or [Business Terms](#) that apply to your role.
- 3.

The Policies incorporated by reference: the [Privacy Policy](#), [Payment Policy](#), [Cancellation & No-Show Policy](#), [Community Guidelines](#), [Acceptable Use Policy](#), [Verification Policy](#), [Safety Policy](#), [Intellectual Property Policy](#), [Copyright & Content Takedown](#), [Cookie Policy](#), and [Data Retention Policy](#).

24. Changes to these terms

When we change these terms, we update the version number, the "last updated" date, and the version history on this page. For material changes, we notify you in the apps and on this website, and where the change needs it, the apps ask you to accept the updated terms before you continue. The apps record which version you accepted. If you do not accept a required update, you may stop using the Platform and delete your account.

25. Governing law, disputes, and grievances

This agreement is governed by the laws of India. Most problems are fixed fastest through the app or the Grievance Officer, so start there - and if that does not resolve it, this section sets out what happens next.

25A. Arbitration

Any dispute arising out of or relating to this agreement that we cannot resolve amicably within 30 days will be referred to arbitration by a sole arbitrator under the Arbitration and Conciliation Act, 1996. The seat and venue of arbitration is **Ahmedabad, Gujarat**, and proceedings are conducted in English. Subject to that, the courts at Ahmedabad, Gujarat have exclusive jurisdiction, including for interim relief.

25B. Consumer complaints

Nothing in this agreement takes away rights you have under the Consumer Protection Act, 2019 that cannot be waived, including your right to approach the consumer commissions.

25C. Grievance Officer

GRIEVANCE OFFICER (IT RULES, 2021 AND DDPD ACT)**Empirical (OPC) Private Limited**

Ahmedabad, Gujarat, India

cloxysupport@gmail.com

Monday to Saturday, 10:00 AM to 7:00 PM IST

We acknowledge grievances within **24 hours** and resolve them within **15 days**. See [Contact & Grievance Officer](#) for all contact channels and escalation paths.