**The Flexy Process:**

Once this Master Service Agreement is signed, a Flexy Company Profile is created. This allows access to buy skills from the Flexy Network of Experts! The current manual process until the platform goes live is super simple - see the below diagram for a step by step view of the process:

**COMPANY TERMS OF SERVICE**

1. Definitions

This is legal jargon to define the terms used in this agreement. Its important to pay attention to the terms and how they are used in the agreement

**“Agreement”** means these Terms of Use, the applicable Flexy Terms of Service and any other any other annexure, addenda or schedules thereto, entered into between You and Flexy;

**“Company”** means a client who has been accepted to book skills from Experts through the Flexy Platform;

**“Confidential Information”** means the contents of this Agreement and any information or document in whatever form or format, belonging to, in the possession of, under the control of, in the knowledge of, or howsoever related to a Party, which has been disclosed or made available by the applicable party, directly or indirectly, in any manner which is (i) confidential or proprietary in nature, or (ii) which has been designated as confidential by a Party, or (iii) the unauthorized disclosure of which would, or would be likely to, prejudice the interests of such Party, and this includes all Intellectual Property Rights, trade secrets, know-how, all personal and sensitive data and all discussions, negotiations and services provided or to be provided relating wholly or partly to subject matter of this Agreement;

**“Flexy”, “We”, “Us”** means Next Platforms (Pty) Ltd t/a Flexy, bearing registration number 2015/134958/07, and includes our employees, officers, directors, representatives, agents, shareholders, affiliates, subsidiaries, holding companies, related entities, advisers, Companies, Experts and suppliers;

**“Flexy Platform”, “Platform”** means the site found at www.flexyskills.com, and is made available and owned by Flexy;

**“Intellectual Property”** means all and any the work performed by Experts for the Company pursuant to the terms of any agreement between the Expert and Company, and includes patents, rights to inventions, copyright and related rights, all other rights of copyright, trademarks, trade names and domain names, business names, logos, service marks, moral rights, know-how, business methods and trade secrets, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in design, database rights and any other intellectual property rights, (including but not limited to moral rights), in each case whether registered or unregistered and including all applications (and right to apply) for, and renewals, extensions or revivals of, such and all similar or equivalent rights to forms of protection which subsist or will subsist now or in the future and in any part of the world (and “Intellectual Property Rights” means any ownership, license or associated rights relating to Intellectual Property);

**“Party”** means You or Flexy, as the case may be, and “Parties” means You and Flexy collectively;

**“Personal Information”** means personal information that can identify you as an individual or is capable of identifying you and as defined in the Protection of Personal Information Act 4 of 2013. By personal information we don't mean general, statistical, aggregated or anonymized information;

**“Service”** means the service of Flexy selling skills of Experts to the Company;

**“Expert”** means a User who has been accepted to provide skills to Companies through the Flexy Platform;

**“User”, “You”, “Yours”** means any person who visits www.flexyskills.com and begins the sign-up process to become an Expert.

1. Term and Termination

You or Flexy can terminate this agreement at any time, for fair reasons as listed below. You may not however terminate this agreement while you are in the process of a booking

* 1. **Term.** This Agreement commences on the Effective Date and continues until termination by either party in accordance with this clause.
  2. **Termination.** Either Party may terminate this agreement with immediate effect in the event that the other party:

1. commits any material breach of any of the provisions of this Agreement and fails to remedy such breach within 30 (thirty) days after receiving a written notice from the aggrieved party containing full particulars of the material breach and requiring it to be remedied;
2. becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors;
3. is found guilty, of a crime involving dishonesty, by a competent court;
4. agrees to such termination.
   1. Flexy may terminate this Agreement with immediate effect and in its sole discretion, where:
5. In Flexy’s sole discretion, the Company failed to perform in terms of its obligations as set out in any applicable Booking entered into with the Expert;
6. Where the Company circumvented this Agreement in contravention with clause 10 (**Non-Circumvention**) hereof.
   1. The Company may terminate this Agreement with Flexy:
7. for convenience and without cause, on 30 days written notice to Flexy;
8. where You have entered into an Booking with an Expert, Your right of termination of this Master Services Agreement is subject to Your compliance with the process for termination set forth in the applicable Booking(s). For the sake of clarity, at any time during which there is a Booking in force between the Company and an Expert, the Company may terminate this agreement only once Company has adhered to the process for termination provided for in the applicable Booking(‘s).
   1. Where this Company signup terms of service is terminated in accordance with this clause 2, and any amounts are due and owing to Flexy, or an Expert, by the Company in terms of this Agreement or any Booking, the Company undertakes to make payment to Flexy of said amounts, as provided for in clause 3, irrespective of date of termination.
   2. Should the Company terminate this Agreement, or any Booking, in a manner which contravenes the termination clause in this Master Services Agreement or any applicable Booking, Flexy reserves the right to claim any outstanding payments due to Flexy or the applicable Expert, on behalf of such Expert, insofar as to satisfy all expenses and/or damages incurred by Flexy, or the applicable Expert, as a result of such rogue termination.
   3. Termination of this Agreement, for any reason, shall not affect or detract from any claim, remedy or accrued rights of the Parties arising out of this Agreement as at the date of termination and, in particular but without limitation, the right to recover damages against the other, the confidentiality and non-circumvention rights, and all provisions which are expressed to survive this Agreement shall remain in force and effect.
9. Fees, Payment Terms and Taxes

As a Company, there are Fees and Payment terms that you need to adhere to. Good thing about it the options depend on you and your business needs. Please read through the below and make the best decision for your business

* 1. Fees

Flexy makes available to the Company the following subscription packages, which the Company at its own discretion may elect:

1. **Free 30 Day Trial**, which is available to all Companies which sign up on the Flexy Platform, and which shall comprise the booking of a maximum of 3 (three) Experts, a once off Flexy Discovery Fee per Expert, coupled with a Flexy Payment Fee of 9% (nine percent);
2. **Startout**, which is available to all Companies who sign up on the Flexy Platform, and which shall comprise the booking of a maximum of 15 (fifteen) Experts, a once off Flexy Discovery Fee per Expert, coupled with a Flexy Payment Fee of 5% (five percent);
3. **Scale Up**, which is available to all Companies who sign up on the Flexy Platform, and which shall comprise the booking of a maximum of 50 (fifty) Experts, a once off Flexy Discovery Fee per Expert, coupled with a Flexy Payment Fee of 4% (four percent); or
4. **Enterprise**, which shall be customized according to such Company’s specific needs and requirements, and which shall comprise the booking of an unlimited number of Experts, together with a once off Flexy Discovery Fee per Expert, and Flexy Payment Fee.

In this regard, both the Flexy Discovery Fee and the Flexy Payment Fee shall be discussed and agreed upon in consultation and agreed upon between the Company and Flexy according to the Company’s specific needs.

* 1. Payment terms
     1. All fees charged in terms of this Agreement, and/or a Booking, will be invoiced upon the conclusion of the applicable Booking, and will be payable on the date as provided for on the face of the invoice, into Flexy’s nominated bank account without any exchange, bank charges, deduction or set-off.
     2. Payment terms differ between agreements:

Flexy offers a variety of booking options for a Company to book an Expert, which options include:

1. Fixed Price, which shall be in respect of a fixed deliverable to be provided by the Expert;
2. Time and Materials, which shall comprise of a fixed time to be spent and materials to be utilized from the Effective Date until the Termination Date;
3. Monthly Retainer, which shall commence on the Effective Date and continue by agreement between the Parties until terminated in accordance with this Agreement.
   * 1. All invoices to the Company will be addressed to the address set forth in the citation of the applicable party. Company agrees that presentation of the invoice by way of email will be sufficient for Company to process payment.
     2. In the event that this Agreement is terminated by either Party and there are existing Booking between the Company and Experts, the terms of this clause will survive the termination of this Agreement.
     3. In the event that Flexy issues its invoice to the Company in any currency which is not the South African Rand, the exchange rate applicable to such invoice will be the exchange rate indicated in the applicable Booking.
   1. Payment Methods

We have made sure that its as easy and seamless for you to pay for what you need. We have adopted multiple methods for you to submit your payment

A Company may elect to utilize one of the following payment methods, as indicated in the “Company Settings” page of the Flexy Platform:

1. Payment upon receipt of an invoice as generated by Flexy by electronic funds transfer;
2. Online payment by credit or debit card;
3. Payment by utilizing pre-bought Flexy Credits to facilitate instant bookings, which shall allow for the Company to instantly confirm and commence with the Booking.
   1. Taxes
      1. This Agreement constitutes a contract for the provision of the skills of self-employed, independent Experts and accordingly neither Flexy, nor Company, shall be responsible for withholding taxes with respect to fees paid to Experts. In no way will Flexy, or the Company, be viewed as providing any payroll services to Experts. Experts will be fully responsible for all such deductions and matters relating to personal taxation.
      2. Company shall not be responsible for payments to Flexy or the Experts in respect of paid annual leave, paid sick leave, retirement benefits, worker’s compensation, health or disability benefits, unemployment insurance benefits, or employee benefits or any other benefit or remuneration related to a conventional employment relationship whatsoever.
4. Flexy’s Rights and Responsibilities
   1. On completion and submission of the skills request form, Flexy will provide the Company with a shortlist of Experts whose skills are closest matched to the Company’s specifications in the skills request form (“Project Skills Match”).
   2. Flexy reserves the right to share a summary of the Company’s profile with shortlisted Experts.
   3. Flexy reserves the right to present the Company with Experts with a price above the Company’s budget, but the Company is under no obligation to accept such Experts.
   4. Where a Company has selected an Expert from the shortlist, Flexy will set up an interview between the Expert and the Company, at the Company’s request.
   5. Flexy cannot guarantee that it will be able to provide the Company with a suitable Expert for their project, however, it is in both Parties’ best interest for Flexy to match a suitable Expert with Companies.
   6. Upon the Company selecting specific Expert(s) for its Project, the company can then, through the platform, Booking the Expert.
   7. Where a Company terminates an Booking with an Expert, prior to the requirements in terms of the Booking have been delivered in full, Flexy can provide the Company with alternative Expert(s) to provide the outstanding skills, within 30 days.
   8. In no event will Flexy be liable, to any extent, for any claim, loss or damages, arising howsoever, because of Your relationship and/or dealings with an Expert or third-party Experts. Flexy will only ensure that You are matched with an Expert who possesses the skills You indicated as required on the Skills Requirement Form and the price at which such skills are sold.
   9. Flexy warrants that You will be matched with an Expert who possesses the skills You indicated as required on the Skills Requirement Form. Flexy warrants that the skills will be delivered to You at the price You indicated on the Skills Requirement Form, unless otherwise agreed.

1. Company’s Rights and Responsibilities

These are your rights as a company, this is to make sure that you are also protected in this agreement. We You are important to us and so we would like to make you feel more at ease.

* 1. Company reserves the right to accept or decline any shortlisted Experts offered to them, provided that the skills will only be secured once a Company has entered into a Booking with the desired Expert.
  2. If the Company is presented with a shortlist of Experts with whom the Company has an existing work relationship the Company should disclose this relationship to Flexy and present proof of such relationship to Flexy, in which case the provisions of Clause 10 (Non-Circumvention) will not apply to any project the Company contracts the Expert on outside the Flexy Service. For the avoidance of doubt, where Flexy offers the Company a shortlist of Experts (who are also existing contractors of the Company) and such work was not offered to the Expert by the Company directly, Flexy will be entitled to a Service Fee in the event that the Expert accepts the offer by the Company through the Flexy Service.
  3. Where the Company requests to interview a shortlisted Expert, Flexy will arrange an interview at a time which is suitable to both the Company and the Expert. The Company agrees to give Flexy reasonable cooperation in this regard. If a Company circumvents Flexy in the appointment of an Expert that was introduced to it by Flexy, the provisions of Clause 10 (Non-Circumvention) will apply, giving rise to the payment of a Circumvention Penalty, or a Placement Fee, as the case may be.
  4. The Company agrees and undertakes to enter into a Booking in respect of any project initiated through Flexy, failing which You will forfeit the opportunity to utilize the skills of the Expert.
  5. Company will not be entitled to receive any skills from Experts prior to Flexy receiving payments or proof of a purchase order in terms of this Agreement, and the applicable Booking, into its nominated bank account.
  6. Unless otherwise agreed in the applicable Booking, Company will not have to provide the Experts with any resources to perform their skills. Experts will use their own laptop, software licenses, stationary, motor vehicle and mobile phone in fulfilling the obligations in terms of a Booking, the cost of which will be for the Expert’s own account.

1. Flexy’s Warranties and Representations
   1. Except as expressly provided herein, Flexy does not make any representation or warranty of any kind, whether express, implied, statutory or otherwise and Flexy specifically disclaims all implied warranties, including any implied warranty of merchantability, fitness for a purpose or non-infringement, to the maximum extent permitted by law. Flexy and ancillary services are provided “as is”, exclusive of any warranty whatsoever. Flexy disclaims all liability and indemnification obligations for any harm or damages caused by any third party and/or ancillary Expert.
2. Confidentiality
   1. All Confidential Information supplied to or received by either of the Parties from the other shall be kept confidential by the Parties unless or until the Party receiving the Confidential Information (“the Receiving Party”) can reasonably demonstrate that the Confidential Information (or relevant portion thereof):
3. is already in the public domain through no fault of its own;
4. has been lawfully obtained from any third party who/which was under no obligation to keep such communication, information or material confidential;
5. is already lawfully known to the Receiving Party at the time that it receives such information (and the Receiving Party) is under no prior obligation to keep such information confidential);
6. or is disclosed by the Receiving Party to satisfy the order of a court of competent jurisdiction or of a governmental or regulatory body, or to comply with the provisions of any law or regulation in force from time to time. The aforementioned is provided that in these circumstances the Receiving Party shall disclose only that portion of the Confidential Information which it is legally required to disclose, notify the Disclosing Party of such legally obliged disclosure within 5 (five) days of such disclosure being made and use its reasonable endeavors to protect the confidentiality of such Confidential Information to the fullest extent practicable.
   1. The Parties shall use all reasonable endeavors to procure the observance of these restrictions and shall take all reasonable steps to minimize the risk of disclosure of Confidential Information.
   2. The obligations contained in this clause shall endure, even after the termination of this Agreement for whatever reason.
   3. This Confidentiality clause is severable from the balance of this agreement and shall, notwithstanding the termination or cancellation of this agreement, remain in full force and effect.
   4. Notwithstanding anything to the contrary in this Clause 7 (Confidentiality), the Company consent to Flexy sharing information as provided for in Clause 9 (Use of Company Information) below.
7. Dispute Resolution, Governing Law and Jurisdiction
   1. The Parties agree to first and foremost attempt to negotiate in good faith a settlement of any claim or dispute between or among them arising out of, relating to or in connection with this Agreement or the subject matter thereof, including any question regarding its existence, validity or termination. If such claim or dispute is not resolved by negotiation within thirty (30) days of a written request for negotiation from a Party, then either Party may refer the matter to arbitration under the Rules of Arbitration of the International Chamber of Commerce (“the ICC Rules”). The ICC Rules are deemed to be incorporated by reference into this Agreement. The Party first requesting Arbitration proceedings (“Initiating Party”) may provide the other Party with a list of five (5) independent arbitrators. The other Party may then choose an arbitrator from the Initiating Party’s list of arbitrators, who will then be the arbitrator agreed to between the Parties for the purposes of the arbitration of the dispute referred by the Initiating Party. The seat (legal place) of arbitration will be Cape Town, South Africa and the laws that will govern this Agreement and any dispute or claim arising or in connection with it or its subject matter will be the laws of South Africa, irrespective of place of acceptance thereof.
   2. Notwithstanding any of the foregoing, the Parties may seek from a court of competent jurisdiction, being the courts of South Africa, any interim or provisional relief that may be necessary to protect the rights of property of that Party, pending resolution of the dispute in accordance with the procedure set forth in clause 8.1.
   3. Where the Company or an Expert enter into a dispute with the other, Company agrees that Flexy (or its nominee) will be the sole adjudicator of such dispute and that Company will abide by the outcome thereof.
   4. In the event that a dispute is settled in favour of the Company, prior to the skills that were bought in terms of the Booking having been delivered in full, or the relationship between the Company and the Expert has broken down irretrievably, Flexy will first try to replace the skills of the applicable Expert within 30 days. If that is not possible, Flexy will refund the Company pro-rata for the skills that remain undelivered.
8. Use of Company Information
   1. You agree that Flexy may collect, store and use, electronically or otherwise, the following information:
9. Company Name, Registration Number; VAT number, Physical Address;
10. Contact information for Company contact person
11. Industries across which the Company operates.
12. Type of Projects
13. Number of employees
14. Number of annual appointments
15. Average Salary Cost and Cost to Company
16. Annual Turnover of the Company
17. Budget for particular projects
18. any other information provided by You to Flexy in the Skills Request Form.
    1. Flexy will use information collected from the Company to provide it with its Services. Flexy may use the information collected to provide the Company with additional information about its Services and to improve its Services. Flexy will not share, sell, rent or trade personally identifiable information with third parties for their promotional purposes.
    2. Flexy may capture information and reviews collected from Experts who have worked on projects with the Company but will not display such information and reviews pertaining to the Company online for public viewing.
    3. The Company understands, acknowledges and agrees that a summary of its Company Profile information as well as the information provided by the Company on the skills requirements form will be shared with shortlisted Experts for the purpose of finding Project Skills Matches and promoting the Companies.
19. Non-Circumvention

You can of course in life do whatever you want, but we ask you nicely to please not circumvent your agreement with Flexy by approaching Experts or making payment directly to Experts who were introduced to you by Flexy. So please do not deal with Companies behind our backs, for now and for 12 months after your last Booking with Flexy.

If you wish to enter into a permanent Booking of employment with a company you have done work for through Flexy, you can! Everything in life is negotiable. Flexy will charge the Yo a standard 15% of annual CTC recruitment fee, so please make sure you let Flexy know if this happens.

We would hate to get divorced, so please be faithful and transparent :)

* 1. Flexy only collects a Service Fee once a successful booking has been made. Thus, in consideration for making the Flexy Services available to the Company, for a period of no less than 12 (twelve) months from the date upon which a Booking in respect of a project with any given Expert was terminated, the Expert may not work (part-time or permanently) for the applicable Company if such working relationship is not administered and paid for through Flexy.
  2. In the event that the Company circumvents Flexy to attain skills of Experts within the 12-month period referred to in clause 10.1 above, Flexy reserves the right to a) terminate this Agreement, and/or b) charge both the Company and the Expert for payment of a Circumvention Penalty equal to :

1. 100% of the total value of the first Booking concluded between the Company and the applicable Expert where the term of the first Booking is 3 months or less; or
2. 75% of the total value of the first Booking concluded between the Company and the applicable Expert where the term of the first Booking is longer than 3 months; or
3. where the Company and Expert never entered into a Booking through Flexy’s Services, but were introduced to one another through Flexy, the circumvention penalty will be equal to 100% of the budget for the project (as indicated on the Skills Requirement Form completed by the Company) for which the Company was initially introduced to the Expert for; and;
4. in addition to such Circumvention Penalty, Flexy reserves the right to claim any additional damages Flexy may have suffered as a result of such circumvention.
   1. The Company and the Expert will be jointly and severally liable for payment of this Circumvention Penalty, the one paying the other to be absolved.
   2. Where a Company expresses its desire to employ an Expert, on a permanent basis, within 12 (twelve) months of the date of completion of the last project with the applicable Expert and the Expert wishes to accept such offer of employment, they are free to do so, provided that the Company notify Flexy thereof immediately upon the Expert’s acceptance of such offer of employment. In this case a Service Fee equal to 15% of the total annual cost to company remuneration offered to the Expert will be charged to the Company, for which payment will be due before the employment contract takes effect (“Placement Fee”).
   3. The Company undertakes to immediately notify Flexy at support@flexypeople.com upon gaining knowledge, or a suspicion, that another person improperly contacts it or suggests soliciting payments outside the payment methods prescribed by Flexy. The contents of such communication shall be kept confidential.
   4. This Non-Circumvention clause is severable from the balance of this agreement and shall, notwithstanding the termination or cancellation of this agreement, remain in full force and effect. This Non-Circumvention clause will not be applicable where the Company has a relationship with an Expert prior to Flexy introducing such Expert.
5. Intellectual Property Rights

This one is easy, all the work done for you under a Booking through Flexy belongs to the you, unless otherwise stated and agreed to by you and the Expert.

* 1. All Intellectual Property created by an Expert pursuant to this Agreement, for any Booking, shall vest in the Company and no right under such Intellectual Property shall vest in the Expert, save as specifically granted by the Company to the Expert in writing.

1. Limitation of Liability
   1. Notwithstanding anything to the contrary in this Agreement and in no event or circumstances shall the aggregate liability of Flexy, together with all its Affiliates arising out of or related to this Agreement, exceed the total amount payable to Flexy hereunder for the services giving rise to the liability in the twelve months preceding the first incident out of which the liability arose. The foregoing limitation will apply whether an action is in contract, or delict, and regardless of the theory of liability, but will not limit your payment obligations under the Clause 3 (“Fees, Payments and Taxes”) above.
   2. In no event will either party, or its affiliates, have any liability arising out of or related to this Agreement for any lost profits, revenues, goodwill or indirect, special incidental, consequential, cover, business interruption or punitive damages, whether an action is in contract, delict and regardless of the theory of liability, even if a party has been advised of the possibility of such damages or if a party’s remedy otherwise fails of its essential purpose.
   3. In no event will Flexy be liable, to any extent, for any claim, loss or damages, arising howsoever, as a result of Your relationship and/or dealings with an Expert or third-party Experts.
   4. Clauses 12.1 and 12.2 above shall not operate to exclude liability of a Party arising as a result of that Party’s fraudulent conduct or in respect of any death or personal injury caused by that Party’s negligence.
2. Indemnifications
   1. The Company agrees to indemnify and hold Flexy harmless for any claims and/or damages, arising out of contract, delict or otherwise, by the Expert or any third party which may arise from or relate to the terms of this Agreement and/or, if applicable, any Booking and/or any other legal document regulating the Company’s use of Flexy’s Services or engagement with any Expert, including any damages caused by the Company’s use of Flexy’s Services.
   2. Notwithstanding any other provision in this Agreement, the Company shall fully indemnify and hold Flexy harmless from any and all claims and losses arising out of or in connection with any infringement (actual or alleged) of any third party’s intellectual property rights in connection with or arising out of this Agreement or any Booking.
   3. Flexy indemnifies the Company against any claims from Experts in relation to non-payment for skills provided to the Company, where the Company has paid Flexy for the aforementioned skills. This indemnification extends itself to the legal fees that the Company may have to incur for the claim of non-payment.
3. General Provisions
   1. **Waiver.** No indulgence, failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that, or any other right, under this Agreement.
   2. **Variation.** No variation or modification of the Agreement is of any force or effect unless reduced to writing and signed by hand by both parties.
   3. **Assignment.** The Company may not cede, assign or otherwise dispose of any part of its rights and obligations in terms of this Agreement without the prior written consent of Flexy. Flexy reserves the right to assign this Agreement in part, or its entirety (together with all Service Level Agreements) without the Company’s consent thereto. Subject to the foregoing, this Agreement will bind and inure to the benefit of the Parties and Flexy’s successors and/or permitted assigns.
   4. **Severability.** Each clause, or part thereof, of this Agreement is separate and severable from the rest of the Agreement, unless severing would render the Agreement unlawful. Should any clause or part thereof be unenforceable, it will not affect the enforceability of the rest of the Agreement.
   5. **Whole Agreement.** This document, together with any other annexure, addenda or schedules thereto contains the whole Agreement between the Parties. Neither Party will have any rights or remedy arising from any undertaking, warranty or representation not included in this Agreement.
   6. **Force Majeur.** A Party’s obligations under this Agreement shall be suspended during the period, and to the extent that, such Party is prevented or hindered from performing such obligations by any cause beyond its control including without limitation, economic forces, strikes, lock-outs, act of God, war, riot, civil commotion, malicious damage, compliance of any law or governmental order, rule, regulation or direction, accident, breakdown of machinery or equipment, fire, flood, storm. In the event that the cause continues for 10 (ten) consecutive days (or 10 days in any period of 30 days) the unaffected party shall be entitled to terminate this Agreement with immediate effect on written notice.
   7. **Relationship.** This agreement will not operate so as to create an employment relationship, partnership or a joint venture or any such relationship of any kind between the parties. Nothing contained in this Agreement will be construed so as to constitute either Party to be the agent of the other. Neither party will have any authority and shall not hold itself out to have such authority, to make any commitments on the other Party’s behalf.
   8. **Notices.** All notices related to this Agreement will be in writing, sent via email to support@flexyskills.com and will be effective upon the day thereof, save for notices of termination or Legal Notices, which shall clearly be identifiable as Legal Notices and delivered to the address referred to in the citation of the Parties, unless otherwise agreed between the Parties.
   9. **Interpretation.** In this Agreement,
4. words used in the singular include the plural meaning and vice versa;
5. Headings are for reference only and do not affect the meaning or interpretation of the Agreement;
6. References to any act or policy shall be interpreted so as to include any change, re-enactment or extension of the act and/or policy;
7. The rule that, in an case of ambiguity in an agreement, the agreement will be interpreted against the party who drafted the contract, will not apply to this Agreement.