

# QuarterK's Terms of Use (Printable Version)

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## Definition

A service offered on QuarterK is called a HOB. Hobs on QuarterK are offered for a fixed, base price of Rs.250. Only registered users can buy and sell on QuarterK. Registration is free. Sellers gain account statuses ("Levels") based on their performance and reputation. Advanced levels provide their owners with benefits, including offering hobs for more than 250 through HIRE option. Some sellers may offer additional upgrades to their HOB or sell their hob in multiples, according to their status.

Sellers must fulfill their orders, and may not cancel on a regular basis or without cause. Users may not offer or accept payments using any method other than placing an order through QuarterK.com. Hobs should be ordered using the 'Order Now' button. Buyers are granted all rights for the delivered work, unless otherwise specified by the seller in the hob description. QuarterK retains the right to use all published delivered works for QuarterK marketing and promotion purposes. Whenever you see the 'I will \_\_\_ for Rs.250', that means that the seller is offering their Hob for the fixed price of Rs.250. We care about your privacy. You can read our Privacy Policy here. The Privacy Policy is a part of these Terms of Service.

## Sellers

### Basics

Each Rs.250 Hob you sell and successfully deliver, accredits your account with a net revenue of Rs.200.

Buyers pay QuarterK for orders in advance. QuarterK accredits sellers once an order is Complete. See "Delivered Work & Communications" for definition of complete order. Sellers may withdraw their revenues using one of QuarterK's withdrawal options. If an order is cancelled (for any reason), the payment funds will be returned to the buyer. Sellers may withdraw their revenues to a PayPal account of their choice, or to a QuarterK Revenues Card, according to the terms specified below. Seller's rating is calculated based on a number of factors, including feedback received from buyers, amount of orders, and also orders cancelled and late deliveries. Seller Status QuarterK is all about helping sellers leverage their skills. We seek to empower top performing sellers with helpful tools to grow their business, turning QuarterK to their main source of income. Sellers who invest in self-promotion, consistently gain great customer satisfaction, deliver on time and maintain high quality and rating will gain new statuses with special opportunities, benefits and tools that come with it.

### Levels

QuarterK sellers can gain account statuses (Level 1, Level 2 ...) based on their activity, performance and reputation. Each level opens up additional opportunities and tools for the sellers to extend their business. Sellers who are promoted to a higher level are required to maintain their level of service and high rating in order to keep their preferred status. Levels are updated periodically by an automated system. Higher level sellers are still required to offer their Hobs for the basic price of Rs.250. Sellers who cease to maintain their high quality service, experience rating drop or stop delivering on time risk losing their seller status and the benefits that come with it. For example, late deliveries and cancellations can cause a seller to move to a different Level. More information about Seller Levels here.

## Top Rated Sellers

Top Rated Sellers are chosen manually by QuarterK moderators from the list of the highest seller level based on a list of criteria, including seniority, volume of sales, extremely high rating, exceptional customer care and community leadership. Top Rated Sellers gain access to more extensive features than previous levels, including exclusive access to beta features and VIP support. More information about Seller Levels [here](#).

## Handling orders

When a buyer orders a Hob, the seller gets notified by Email. Sellers are required to meet the delivery time they specified when creating their Hobs. Failing to do so will permit the buyer to cancel the order and may harm the seller's rating. Both buyers and sellers have the option to cancel an order by mutual agreement. Mutual cancellations have no negative effect on rating. However, excessive cancellations, of any type, have a negative effect on Levels eligibility. Unanswered mutual cancellation requests will be automatically accepted after 48 hours, while reducing the non-responding user's rating. A Seller may cancel an order without the buyer's consent at any given moment ("Force Cancellation"). However, this will have a negative effect on the seller's rating.

## Staying out of trouble

To protect our users' privacy, user identities should be kept anonymous. Requesting or providing Email addresses, Skype/IM usernames, telephone numbers or any other personal contact details (Other than your name) is not permitted. All communications, information and files exchange must be performed exclusively using QuarterK's messaging system. Posting or sending adult, illegal, rude, abusive, improper, copyright protected, promotional, spam, violent, nonsense or any uncool stuff is strictly prohibited. Doing so will get your account blocked permanently.

## Work delivery & communications

You are responsible to scan all transferred files for viruses and malware. QuarterK will not be responsible for any damages which might occur due to site usage, use of content or files transferred. Sellers must deliver completed files and/or proof of work using the 'Deliver Completed Work' tab (located on the Order Page). Responding and posting a review: once work is delivered, the buyer has 3 days to respond and post a review (or 14 days for Hobs with shipping). If no response is provided within the respond time, the order will be considered completed.

## Withdrawing revenues

In order to withdraw your revenues, you must have an account with at least one of QuarterK's withdrawal providers. Your QuarterK profile can be associated with only one account from each QuarterK withdrawal provider. A withdrawal provider account can be associated with only one QuarterK profile. Revenues are only made available for withdrawal after a safety clearance period of 14 days. Withdrawal fees vary depending on the withdrawal provider / method. Withdrawals are final and cannot be undone. We will not be able to refund or change this process once it has begun.

## Buyers

### Ordering

Hobs may be purchased using a Credit Card, Debit Card, internet banking or via phone. Once payment is confirmed, your order will be created. As a buyer, your identity is kept anonymous at all times. To protect your privacy, avoid requesting or providing Email addresses, Skype/IM usernames, telephone numbers or any other personal contact information. You may not offer sellers to pay, or make payment using any method other than through the QuarterK.com site. You may not pay other users directly using their account. In case you have been asked to use an alternative payment method, please report it immediately here. Avoid filing a dispute or reversing a payment. Doing so may get your account suspended. In case of a problem, always try and work things out with your seller. If you need further assistance, contact us at [contact@QuarterK.com](mailto:contact@QuarterK.com). Order cancellations (when eligible) can be done by customer support (at [contact@QuarterK.com](mailto:contact@QuarterK.com)) only up to a period of 10 days from order completion date. We will not be able to cancel orders after that time.

### Shipping

Some of the services on QuarterK are delivered physically (arts and crafts, collectable items etc.). For this type of hobs, sellers may decide to add additional charges for shipping. Sellers can add shipping prices for local shipping (within the same country) and for international shipping (anywhere else).

### Important

Buyers who order Hobs that require physical delivery, will be asked to provide a shipping address. Sellers are responsible for all shipping arrangements once the buyer supplies the shipping address. QuarterK does not handle or guarantee shipping, tracking, quality and condition of items or their delivery and shall not be responsible or liable for any damages or other problems resulting from shipping. Tracking number is a great way to avoid disputes related to shipping. We recommend entering the tracking number if available in the order page when delivering your work.

### General terms

Violation of QuarterK's Terms of Service may get your account permanently blocked. Sellers will be able to withdraw their revenues from blocked accounts after a safety period of 45 to 90 days, depending on the reason for blocking, from day of last cleared payment received in their account and subject to QuarterK's approval. Disputes should be handled using QuarterK's dispute resolution tools ('Got Problems?' on the order page) or by contacting QuarterK customer support at [contact@QuarterK.com](mailto:contact@QuarterK.com).

QuarterK reserves the right to put any account on hold or permanently cancel accounts due to breach of these terms or any illegal or inappropriate use of the site or services. Users with accounts on hold will not be able to sell or buy on QuarterK. QuarterK may make changes to its Terms of Service from time to time. When these changes are made, QuarterK will make a new copy of the Terms of Service available at [http://www.QuarterK.com/terms\\_of\\_service](http://www.QuarterK.com/terms_of_service). You understand and agree that if you use QuarterK after the date on which the Terms of Service have changed, QuarterK will treat your use as acceptance of the updated Terms of Service.

## Disputes

We encourage our buyers and sellers to try and settle conflicts amongst themselves. If for any reason this fails, users can contact QuarterK's customer support department for assistance at [contact@QuarterK.com](mailto:contact@QuarterK.com). QuarterK will not refund payments made for cancelled orders back. Funds from order refunds are returned to the buyer's account.

## Ownership and limitations

Ownership and limitations: unless clearly stated otherwise in the Hob description text, when the work is delivered, the buyer is granted all intellectual property rights, including but not limited to, copyrights for the work delivered from the seller and the seller waives any and all moral rights therein. For removal of doubt, in custom created work (such as art work, design work, report generation etc.), the delivered service shall be the exclusive property of buyer. The seller expressly agrees to assign to buyer the copyright in any delivered services that do not meet the requirements. Additionally, the seller agrees that unless he indicated otherwise in the Hob description, once the order is completed the seller assigns along with it to the buyer, to the fullest extent possible, all of its rights, title and interest, if any, in and to the delivered service and waives any and all moral rights in connection therewith.

Sellers further confirm that whatever information they receive from the buyer, which is not public domain, shall not be used for any purpose whatsoever other than for the delivery of the work to the buyer.

Furthermore, users (both buyers and sellers) agree that unless they explicitly indicate otherwise, the content users voluntarily create/upload to QuarterK, including Hob texts, photos, videos, usernames, user photos, user videos and any other information, including the display of delivered work, may be used by QuarterK for no consideration for marketing and/or other purposes.

We wish to remind that QuarterK.com's content is based on User Generated Content (UGC). QuarterK does not check user uploaded/created content for violations of copyrights, trademarks or other rights. We invite everyone to report suspected violations together with proof of ownership. Reported violating content will be removed.

By offering a service, the seller undertakes that he has sufficient permissions, rights and/or licenses to provide, sell or resell the service that they offer on QuarterK.