

Zerlancer Global Contract Documentation

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This pack supports independent projects between clients and freelancers in different countries or in the same country. It contains a project agreement, statement of work, country addendum and the platform procedures needed to use them. Complete the project schedules before signature. A global template does not certify enforceability in every country.

Zerlancer is operated by Zertical Private Limited, registered in India, CIN U62011GJ2026PTC182179. Registered office: Blk A, 606 Prahladnagar, B/H Titanium City Center, Jivraj Park, Ahmedabad 380051, Gujarat, India. Support: support@msmenxt.com. WhatsApp: +91 95876 47474. Grievance Officer: Bhupesh Purohit.

The operator is separate from the client and freelancer who enter a project agreement. Zerlancer charges no project commission, does not receive or escrow project funds, and does not guarantee work, earnings or payment. Platform payments remain disabled. This documentation does not activate checkout or remove existing contract capability gates.

How to use this pack

1. Complete the statement of work and country addendum for the actual parties, locations and service. Identify whether the client is a business or consumer; a declaration cannot override the facts.
2. Select the governing law, lawful dispute forum, currency, tax allocation, intellectual property treatment and execution method. Resolve required local notices or formalities before signature.
3. Give both parties the same final agreement and schedules, with time to read and retain them. Neither an unfinished schedule nor a later unilateral policy update changes their project bargain.
4. Use the operating and evidence procedure to record authority, consent, document versions, performance and complaints. Keep country review and platform approval records separate from user signatures.

The forms use [complete] for information to enter and [select] for a choice to resolve. An empty required field is not an agreed default. The templates do not impose India law on every project. References S1 to S13 identify primary sources in the final section.

1 Global Client and Freelancer Agreement

1 Parties and contract documents

This agreement is between the Client and Freelancer identified in the signed statement of work, together called the Parties. Each signatory confirms legal capacity and authority to bind the named party. A representative signs for the named business, not automatically in a personal capacity.

The agreement consists of this text, the statement of work, its deliverable and price schedules, and the country addendum accepted by both Parties. Mandatory applicable law prevails. Next, a signed country addendum prevails for the matters it expressly addresses; an expressly agreed project variation prevails over the corresponding clause of this text. Platform Terms govern platform access separately and do not silently amend project obligations.

2 Independent relationship and platform role

The Parties intend an independent service relationship. The Freelancer controls how work is performed, subject to agreed outcomes, security requirements and applicable law. This intention does not override an employment, agency or worker classification required by the actual relationship or local law.

Zerlancer and Zertical Private Limited provide technology for discovery, communication and records. They are not Parties to this agreement, do not employ either Party for this project, and cannot bind a Party merely by providing these features. Any voluntary platform assistance is not binding adjudication, escrow, a payment guarantee or insurance. The platform retains its own legal duties. A separate agreement expressly signed by Zertical in its own name is required for any additional project undertaking by it.

3 Services and lawful project scope

The Freelancer will provide the services and deliverables specified in the statement of work. The Client will supply the inputs, access and decisions assigned to it. Excluded services, dependencies, assumptions and acceptance tests must be stated clearly. No Party must perform unlawful work, disclose information without authority or breach a licence or applicable trade restriction.

Employment placement, regulated professional services, government procurement, property transactions, powers of attorney, financial custody and other work requiring additional authorisation are outside this standard template unless a specifically reviewed addendum approves the category and formalities. Country of residence alone does not resolve these requirements.

4 Schedule and cooperation

The statement of work sets milestone dates, working locations, time zones and response periods. Each Party will notify the other promptly of a foreseeable delay and its cause. A dependency delay permits a reasonable corresponding schedule adjustment agreed in writing; it does not authorise an undisclosed price increase. Material changes use the change procedure below.

5 Delivery and acceptance

The Freelancer will submit each deliverable with a notice identifying its milestone and version. The Client will test it against the agreed acceptance criteria within the stated review period. An objection must identify the criterion not met and provide enough detail to reproduce or understand the issue.

The Freelancer will correct a material failure within the agreed correction period without an additional charge. A request beyond the agreed criteria or revision allowance is a change request. Silence does not automatically establish acceptance under this template. Acceptance requires an express record,

without waiving hidden defects or mandatory remedies. An automatic acceptance rule requires a separately reviewed, expressly accepted variation.

6 Changes and additional work

Either Party may request a change describing its effect on scope, deliverables, price, dependencies and dates. No change binds either Party until both authorised representatives accept the same written version. The original scope remains in effect while a change is unresolved, unless lawful performance is impossible. A platform message is evidence of a change only where it clearly records both Parties' agreement; an informal discussion alone is insufficient.

7 Price and direct payment

The statement of work specifies an ISO currency code, total price or capped calculation, milestone amounts, invoice requirements and due dates. The Client pays the Freelancer directly through the agreed lawful external method. Zerlancer does not receive, hold, transmit or verify project money and charges no percentage of project payments.

Bank, conversion and transfer charges are allocated in the statement of work. Neither Party may substitute a beneficiary account without an authenticated notice and independent confirmation through a previously established contact route. A user payment declaration or receipt uploaded to Zerlancer is not proof of bank settlement verified by the platform.

8 Taxes and statutory deductions

Each Party is responsible for its own taxes, registration and compliant invoices. A Party must make a legally required withholding or deduction and give the other the required evidence. The agreed price must state whether indirect taxes are included, how legally required deductions affect the amount received, and whether any lawful gross up has been expressly agreed.

The Parties will supply accurate, proportionate tax information where lawfully required. This allocation does not transfer or waive a platform operator's statutory duties. The country addendum records the relevant withholding, VAT, GST, sales tax, reporting and cross-border payment decisions. The absence of platform collection or commission does not by itself establish a tax exemption. [S5, S6, S7, S8, S9]

9 Intellectual property and background materials

Each Party retains its pre-existing materials, tools and intellectual property. The Freelancer must disclose third-party materials and licence conditions before their inclusion, obtain required permissions and identify any restrictions on the Client's intended use.

Select one treatment in the statement of work. Option A grants the Client, after full payment for the relevant deliverable, a worldwide, non-exclusive licence to use and modify that deliverable for the stated business purpose, for the lawful duration of the rights. Distribution, resale, sublicensing and exclusivity require express terms. Background materials receive only the licence necessary for the authorised use.

Option B uses a separate signed assignment schedule identifying the works and rights transferred, territory, duration, consideration, permitted future works and transfer conditions. No assignment is inferred from a generic ownership label or from payment alone. Non-transferable rights, moral rights and mandatory royalty rules are preserved. The country addendum determines any additional writing, signature or registration requirement. Portfolio or publicity use requires the Client's separate written permission. [S10]

10 Confidentiality

A receiving Party will use confidential information only for the project, restrict access to authorised people who need it, and apply reasonable safeguards. Confidential information excludes information lawfully public, already lawfully known, independently developed or received lawfully without a confidentiality duty. Required legal disclosure is allowed, with advance notice where lawful and practical.

Ordinary confidential information remains protected for three years after termination unless the statement of work specifies a different lawful period. Trade secrets remain protected while they qualify as trade secrets. Return or delete information when no longer needed, subject to lawful records retention and legal holds. Necessary retained copies remain protected.

11 Personal data and document security

Each Party will process personal data only with proper authority and an applicable legal basis. Before the Freelancer processes data on the Client's behalf, the Parties will complete a separate data processing schedule where required, identifying roles, instructions, security, permitted subprocessors, locations, transfers, incident handling and deletion. This agreement alone is not a completed data processing agreement or international transfer instrument.

Use the platform's private document-sharing controls where available. Files awaiting security clearance, quarantined or withdrawn must not be released through an alternative route to evade a safety restriction. A clean scan reduces risk but does not certify that a file is harmless in every setting. Report suspected unauthorised access promptly through the agreed contacts and preserve relevant evidence. Statutory notification deadlines remain controlling. [S4]

12 People and subcontractors

The Freelancer may use a subcontractor only with the Client's written approval where that person will access confidential information or personal data, or perform a material project obligation. The Freelancer remains responsible for the subcontractor's performance and must secure necessary confidentiality, intellectual property and data obligations. Neither Party may claim that a contractual label alone resolves employment, immigration, local licensing or permanent establishment rules.

13 Performance commitments

The Freelancer will use reasonable skill and care, supply work materially meeting the agreed criteria and disclose a known material conflict or legal restriction. The Client confirms authority to supply its inputs and instructions. Neither Party guarantees revenue, rankings, business success or an outcome outside the agreed deliverables. Mandatory quality standards and statutory remedies are preserved.

14 Liability between the Parties

Subject to mandatory law, each Party is responsible for loss it causes by breach of this agreement. Neither Party is responsible for another Party's unrelated business decisions. An exclusion of indirect losses or a financial cap applies only if the statement of work expressly states the reviewed scope and amount. An empty cap field does not create a zero liability cap.

No provision excludes fraud, wilful misconduct, a payment already due, infringement or misuse of confidential information that applicable law makes non-excludable, or any other liability or remedy that law does not permit the Parties to exclude. Any special treatment of data, confidentiality or intellectual property claims must be expressly reviewed and stated. This clause addresses the Client and Freelancer; platform liability is governed separately by lawful platform Terms.

15 Suspension and termination

A Party may suspend affected work after notice if continued performance would be unlawful or create a serious security risk. Otherwise a material breach gives the breaching Party the correction period specified in the statement of work, normally ten calendar days. If not corrected, the other Party may terminate by written notice. Immediate termination is allowed for fraud or a material breach that cannot reasonably be corrected, subject to mandatory law.

Either Party may terminate for convenience on the agreed notice period. If no period is entered, give fourteen calendar days. The Client must pay for conforming completed work and reasonable documented commitments expressly authorised before termination, without double recovery. The Freelancer must account for and return any advance exceeding amounts properly earned or due. Provide paid deliverables and any agreed transition assistance. Termination does not erase accrued rights, confidentiality or lawful evidence retention.

16 Cancellation and refunds

Project refunds and price adjustments depend on the Parties' performance, agreed project terms and mandatory law. A Freelancer cannot retain an unearned advance merely by citing the platform's membership refund policy. Zerlancer membership fees and project fees are separate. A platform rule against discretionary membership refunds does not defeat a statutory cancellation, refund or other remedy in a customer's country.

If a Party has consumer status, complete the consumer part of the country addendum before work begins. Record required precontract information, cancellation rights and any lawful request for early performance. Do not use a general checkbox to waive every consumer protection.

17 Events outside reasonable control

A Party affected by an event outside its reasonable control will notify the other, mitigate its effect and resume performance where practical. Payment for work already properly delivered remains due. If the event continues for thirty calendar days, either Party may terminate the affected scope and account for completed work and unearned advances under clause 15. Lack of funds or an avoidable security failure is not automatically such an event.

18 Disputes and grievances

The Parties will first try to resolve a project dispute through their named contacts within fourteen calendar days after a detailed notice. They may then use mediation by mutual written agreement. Zerlancer may help exchange records but is not required to act as arbitrator, recover money or determine a binding outcome.

The country addendum selects a lawful court forum. Arbitration applies only if a separate reviewed agreement specifies consent, institution or rules, seat, language, costs and access to mandatory remedies. No compulsory arbitration, class waiver or exclusive India forum is introduced by this template. A Party may seek urgent relief or use a mandatory consumer, labour, regulatory or other competent forum without waiting for the voluntary discussion period.

Platform conduct, privacy and security complaints may be sent to support@msmenxt.com for Grievance Officer Bhupesh Purohit. This does not replace a competent authority, prevent a Party from taking legal action or make Zertical responsible for the other Party's project debt.

19 Governing law and mandatory rights

The law selected in the signed country addendum governs this project to the extent the choice is lawful. It does not remove overriding mandatory rules, public policy, employment protections or non-waivable consumer rights. The platform's Indian registration alone does not select India law for the Client and Freelancer's agreement. Where a choice cannot lawfully operate, the competent forum determines the applicable law under its conflict rules. [S1]

20 Notices and contract language

Project notices use the contact addresses specified in the statement of work. Record delivery and any changed address through an authenticated route. Dates must identify the time zone; platform evidence uses UTC with any displayed local conversion labelled. The signed documents specify their governing language. Provide translations or disclosures where required, and do not claim an English precedence clause overrides mandatory local language rules.

21 Execution and records

The Parties may use electronic acceptance where suitable and lawful for the document and jurisdiction. Each must be able to read and retain the final terms and sign the same identified version. An email OTP verifies control of a mailbox; it does not by itself certify legal identity, signing authority, a qualified electronic signature or a government-backed eSign service.

If local law or the chosen document requires a particular signature, witness, notarisation, stamp or registration, complete that formality using the approved method. A platform intent record and document hash must not be described as a certified signature or conclusive evidence of legal enforceability. [S2, S3]

22 Entire agreement and remaining provisions

These signed documents contain the Parties' agreement about this scope. A modification requires both Parties' recorded agreement to the same version. Neither Party may assign the project agreement without the other's written consent, except where mandatory law provides otherwise. If a clause cannot be enforced, preserve the remainder where lawful without replacing it with a harsher term. A delay in enforcing a right is not a permanent waiver. No platform disclaimer limits a public authority's powers.

23 Signature record

Client legal name: [complete]. Authorised signatory and title: [complete]. Signature method: [complete]. Date and time zone: [complete].

Freelancer legal name: [complete]. Authorised signatory and title, where relevant: [complete]. Signature method: [complete]. Date and time zone: [complete].

Agreement ID and version: [complete]. Statement of work ID and version: [complete]. Country addendum ID and version: [complete]. Final document hash or signed document reference: [complete]. Effective date or stated conditions: [complete]. Zertical is not a signatory to this project agreement.

2 Statement of Work Template

1 Project and parties

- Project title and ID: [complete]. Agreement version: [complete].
- Client legal name, entity type and registration number where relevant: [complete]. Business or consumer purpose and actual use: [complete].
- Client principal address, country and state or province: [complete]. Authorised signatory and notice email: [complete].
- Freelancer legal name, entity type and registration where relevant: [complete]. Principal address, country and state or province: [complete].
- Freelancer notice email and signatory authority: [complete].
- Locations where the work is performed and delivered: [complete]. Project language and required translations: [complete].
- Country addendum ID and version: [complete]. Required permits or professional licences: [complete or not applicable with reason].

2 Scope and acceptance

Describe the service and intended use: [complete]. List dependencies and Client inputs with delivery dates: [complete]. State exclusions, required software versions and accessibility or security requirements: [complete].

Milestone	Deliverable and objective acceptance test	Due date and time zone
M1	[complete with measurable criteria]	[complete]
M2	[complete or remove unused row]	[complete]
M3	[complete or remove unused row]	[complete]

Review period: [complete] calendar days after a complete delivery notice. Correction period: [complete]. Included revision rounds and boundaries: [complete]. Express acceptance contact: [complete]. Source files, documentation and handover items: [complete].

3 Price and external payment

Currency code: [complete]. Price model: [select fixed total, milestones, hourly with cap, retainer or other reviewed model]. Total or maximum amount: [complete]. Taxes included or additional: [complete].

Payment	Amount and calculation	Invoice and due condition
Advance	[complete or zero]	[complete]
M1	[complete]	[complete]
Final	[complete]	[complete]

Check that payment amounts reconcile to the total. For hourly work, specify the rate, approved hours, maximum charge, time-record evidence and authorisation for increases. For a retainer, specify the period, included capacity, unused capacity treatment and termination calculation.

External payment method and authenticated beneficiary verification process: [complete]. Party paying bank charges: [complete]. Conversion method, timing and exchange-rate risk: [complete]. Required tax deductions, evidence and any lawful agreed gross up: [complete]. No platform fee collection or escrow is authorised.

4 Ownership and information

Intellectual property selection: [select Option A licence or Option B separate assignment]. Permitted use and distribution: [complete]. Background material inventory and licence: [complete]. Third-party material, open-source terms and restrictions: [complete]. Portfolio permission: [select none or attached written permission].

For an assignment, attach the signed works and rights schedule with territory, duration, consideration and payment condition. For personal data, attach the required processing and transfer schedule before access. Confidential information category and approved recipients: [complete]. Return, deletion and required retention: [complete].

5 Project administration

Client decision maker: [complete]. Freelancer project contact: [complete]. Work and meeting time zones: [complete]. Change approval method: [complete]. Termination notice period and correction period: [complete]. Transition assistance and agreed charge or inclusion: [complete].

Reviewed liability exclusion and cap, if any: [complete or expressly no negotiated financial cap]. Governing law and court forum: see signed country addendum. Arbitration: [select none or attach separate reviewed clause]. Required stamp, witness or execution reference: [complete or reviewed not applicable].

Both Parties accept the same completed statement of work. Client signature and date: [complete]. Freelancer signature and date: [complete]. Version and final document reference: [complete].

3 Country and Consumer Addendum Template

1 Jurisdiction record

Addendum ID and version: [complete]. Linked project and agreement: [complete]. Client country, state or province and business or consumer status: [complete]. Freelancer country, state or province and tax residence: [complete]. Work locations, delivery destination and any relevant establishment: [complete]. Platform operator: Zertical Private Limited, India.

Selected substantive governing law, including relevant state or province: [complete]. Lawful court forum and jurisdiction basis: [complete]. Applicable mandatory local protections and permitted deviations from the base agreement: [complete]. Required local language and controlling translation treatment: [complete].

2 Country specific variations

Record exact replacement text, affected base clause number, purpose and applicability. Do not attach a vague statement that all local rules have been waived.

Topic	Decision and actual required text	Owner and approval reference
Capacity and authority	[complete]	[complete]
Worker status and licensing	[complete]	[complete]
Tax and reporting	[complete]	[complete]
Signature and formalities	[complete]	[complete]
Data and transfers	[complete]	[complete]
Remedies and forum	[complete]	[complete]

3 Consumer projects

Complete this section where the Client acts for a purpose protected by consumer law. A business checkbox does not settle the classification. Provide seller identity, contact, service description, total price and tax, performance dates, complaint route and cancellation information before agreement where required.

Applicable cancellation period, starting event and method: [complete or reviewed not applicable]. Model cancellation notice or form and destination: [attach where required]. Request to begin during that period: [separate explicit request if lawful]. Consequences of early performance, proportionate charges and any lawful loss of cancellation rights: [exact applicable disclosure and consent, not a blanket waiver]. Required refund timing and mechanism: [complete].

Mandatory guarantees, local consumer forum and required remedy information: [complete]. No universal no-refund, no-liability or mandatory arbitration wording displaces these rights. If this section is unresolved, do not use the business agreement to conceal the gap.

4 Tax and execution details

Applicable tax and reporting rules and reviewed statutory references: [complete]. Minimum identity and tax fields to collect: [complete]. Person making a deduction, filing a report or issuing an invoice: [complete]. Registration, filing dates, certificates and lawful retention: [complete]. Evidence confirming any exemption: [complete].

Signature method permitted for this document and locations: [complete]. Additional identity or authority proof: [complete]. Stamp jurisdiction and instrument classification: [complete]. Amount, payer and payment reference if required: [complete]. Witness, notarisation or registration requirements: [complete]. Do not assume an electronic document is exempt from stamp duties.

5 Data and geographic restrictions

Controller or processor roles, processing purpose and lawful basis: [complete]. Permitted data categories, subprocessors, hosting and remote-access countries: [complete]. Required transfer instrument and assessment: [complete]. Required representative or local contact: [complete or reviewed not applicable]. Retention, access, incident and deletion procedure: [complete].

Applicable sanctions, export controls, service licensing or other legal restrictions: [complete]. Review the actual Parties, service and route against the relevant current rules; nationality alone is not a universal ban or approval. Do not claim clearance from a static list copied into this template.

6 Acceptance

Client signatory, authority, signature method and date: [complete]. Freelancer signatory, authority, signature method and date: [complete]. Reviewer references and review dates: [complete]. Any reviewer approves only the stated scope; do not record an unprovided approval. This addendum binds the Parties only as completed and accepted, subject to mandatory law.

4 Global Platform Operating Procedure

1 Scope and responsibilities

Use a global base agreement with a reviewed country addendum for the actual project. The intended customer reach is worldwide, subject to applicable law and actual feature availability. Platform registration in India remains relevant to the operator's own obligations. An English website, international account or signed generic template is not evidence of country readiness.

The operator must name the person responsible for country decisions, the tax reporting owner, the records custodian and their deputies. Bhupesh Purohit is the designated Grievance Officer. Do not infer that he is also a director, legal reviewer, tax adviser or statutory evidence expert. Review reference, responsible person, date, scope and next review date must be recorded for every decision.

2 Before proposing a project agreement

1. Verify active authenticated Parties, different Client and Freelancer roles, current platform consent, email permission and required access entitlements. Verify actual business signing authority and age/capacity for the relevant law. Mailbox OTP is not identity certification.
2. Record principal addresses, country and state, work location, service type and business or consumer purpose. Minimise collection; do not collect full identity documents or tax IDs merely because this template mentions them.
3. Resolve the reviewed country addendum, required disclosures, employment or regulated-service issues, tax/reporting owner, signature method and any stamp or registration step.
4. Complete scope, acceptance tests, dates, currency, price calculation, direct payment, intellectual property and lawful forum. Refuse unresolved required fields or inconsistent milestone totals.
5. Freeze the exact agreement and schedules as one version, compute their hash and let both Parties read and retain the same documents. Distinguish an unexecuted draft from an effective agreement.

3 Agreement and execution

Record who proposed the version, who agreed, the accepted version hash, the execution method and each Party's explicit intent. An edit invalidates acceptance for the previous version's future activation and requires both Parties to accept the new version. Preserve earlier versions.

Complete approved signature and stamp formalities before the relevant legal deadline. A certified signature provider must be selected and actually verified if required. Platform click consent must remain labelled ordinary electronic acceptance. No provider certificate, identity result, time stamp or legal review may be manufactured from a passing software test. The platform should make a complete retained copy available to the Parties.

4 Activation and delivery

Before activation, recheck current account status, consent, role, authority, access entitlement, version signatures and the exact reviewed country capability. Reject unapproved country/service combinations. Do not change a country record to launched just because a user supplied an address.

Document sharing is available under the separately deployed private upload controls. New files remain inaccessible until a matching clean scan result; engine failure, quarantine, withdrawal or a missing verdict blocks access. Only an upload triggers scanning, with the existing bounded attempts and daily budget. Do not prewarm or continuously run the scanner for contract documentation. Malware clearance does not validate an agreement's substance or originality.

5 Performance and external payment records

Keep delivery notices, acceptance decisions, correction requests and signed changes with their versions. An external payment declaration must identify the reporting Party and remain marked unverified by Zerlancer. A counterparty confirmation is not platform verification of bank settlement.

Apply the reviewed tax procedure to the actual facilitated activity and resident parties. A subscription or gateway implementation remains outside this pack. No new fee collection, bank access, withholding remittance or checkout can be inferred from these instructions.

6 Complaints and disputes

Route platform, privacy, unlawful-content and security complaints to the support channel and Grievance Officer. Record receipt, classification, relevant jurisdiction, deadline, assigned person, communications, decision and any appeal. Use a proposed internal acknowledgement target of one business day and a progress response within seven calendar days; a shorter statutory deadline takes precedence. These are operating targets, not evidence that existing complaints were answered.

For complaints within the Indian consumer ecommerce framework, the applicable acknowledgement and resolution periods require specific review; its published rules use 48 hours and one month. Other consumer or intermediary deadlines may be shorter or different. The complaint owner must classify the applicable route at intake. Project disputes remain between the Parties, without concealing misconduct by the platform itself. [S11]

7 Suspension and recovery

Close new activation for the affected country or service if an approved legal/tax procedure, required signature method or security dependency becomes unavailable. Preserve existing agreements, Parties' evidence access, user IDs, roles, consents and lawful complaint routes. Closing a feature gate does not itself cancel a valid agreement.

A deployment rollback must retain subsequent signatures, changes, payment declarations and grievances. A database restore requires write reconciliation and a specific approved recovery decision. Do not delete private evidence, resume closed load campaigns or renew suspended testing identities to demonstrate paperwork readiness.

5 Evidence and Records Procedure

1 Contract record

Retain the full terms and schedules for every version, hashes and hashing method, actual internal Party identifiers, roles, authority evidence, proposal and agreement events, consent texts and versions, signature intent and method, and server time in UTC. Keep corrected records alongside their originals. Record the displayed local time zone without treating it as a trusted external time stamp.

A hash manifest is useful for integrity but does not replace full terms, a certified signature or proof of legal capacity. Store signed provider documents and certificate validation results only where the actual provider was used. Do not describe the current platform event chain as an independent notarisation service.

2 Performance and documents

Retain delivery/version references, acceptance and objection records, agreed revisions, relevant communications, termination notices and source-labelled external payment declarations. Include file hash, scan verdict and withdrawal status; expose private file content only with current authorisation and clearance. For disputed or unsafe files, preserve necessary metadata and bytes securely without allowing an ordinary download to bypass quarantine.

3 Export and access

An authorised custodian creates a dated export manifest, includes the complete relevant terms and source records, calculates file hashes and verifies them independently. Record the exporter, scope, access authority and chain of custody. Restrict third-party personal data and redact credentials, session secrets, unrelated tax information and private content outside the lawful scope. Log export and subsequent authorised access.

The existing contract evidence endpoint returns metadata; it must not be presented as a complete litigation bundle until full terms, referenced records and required certificate handling are included. For evidence produced in India, review section 63 of the Bharatiya Sakshya Adhiniyam and its certificate requirements. An automated hash export alone does not satisfy every evidentiary formality. Other jurisdictions need their own evidence procedure. [S12]

4 Retention and legal holds

Approve retention by record category, applicable tax or reporting duty, claims period and lawful purpose. Name the decision owner, legal basis, retention trigger, duration, access restrictions and deletion method. Do not impose one worldwide duration or retain all identity documents indefinitely. Separate operational backups from statutory archives.

Stop routine deletion of records within an authorised legal hold; record its reason, scope, owner and review date. Limit unrelated data and release the hold when its basis ends. A seven-day recovery window is not a complete contract retention policy. Apply data rights and legally required exceptions with documented decisions.

6 Country Review and Adoption Register

1 Decisions to record

Decision	Required outcome	Current status
Global customer scope	Base template plus project country addendum	Requested by operator on 6 October 2026
Company and complaint contact	Confirmed operator and Grievance Officer	Details recorded in this pack
Document security	Private upload and real scan procedure	Deployed in the existing service
Applicable laws and forum	Actual project countries and mandatory rules	Review required for adoption
Signature and stamp procedure	Suitable method and local formalities	Review required for each scope
Tax and platform reporting	Classification, fields, filings and owner	Review required for each scope
Data and transfers	Notices, roles, vendor contracts and transfers	Scope review and records required
Contract retention and evidence	Approved schedule and export procedure	Review and operating adoption required
Platform payments	No collection or payment integration	Disabled by user instruction

2 Country review examples

These are review prompts, not a list of approved markets or an exhaustive account of any country's law. Use the same addendum for other countries and obtain the rules relevant to the actual Parties and service.

India: the operator's registration and resident freelancer activity require review of current Income-tax Act section 393 and GST separately. The ecommerce provision can include direct buyer payments in facilitated value if it applies. GST section 52 has its own consideration-collection condition; it is not the same test. Review cross-border service invoices, export conditions, remittance evidence and stamp law for the actual locations. No GSTIN, TAN, tax exemption or approved deduction procedure has been supplied by this pack. [S8, S9]

European Union and EEA: assess territorial privacy rules, lawful data transfers, consumer protections, marketplace duties and local signature law. DAC7 includes personal services and may reach operators outside the EU; its scope and exclusions depend on the actual platform model and reportable sellers. Listing-only exclusions cannot be assumed for a service with proposal, contract, messaging and payment-declaration functions. This is a review concern, not a conclusion that Zerlancer must report every user. [S4, S5]

United Kingdom: determine any actual operator nexus and applicable reporting, privacy and consumer rules. HMRC guidance distinguishes listing-only software from a platform connecting sellers to customers where consideration is known or reasonably obtainable, and describes direct payment

examples. A UK customer alone does not prove that this India-incorporated operator satisfies the stated UK registration test. [S6]

United States: review federal and relevant state rules for worker classification, consumer contracts, signature consent, privacy, reporting and taxes. The IRS identifies separate worker and digital-platform responsibilities; do not use a platform disclaimer as a classification decision or presume an information-return threshold without current review. [S7]

Other countries: identify the country and subnational law, regulated-work restrictions, permitted contract language, electronic execution, consumer cancellation, tax and reporting, data transfers, sanctions and support requirements. Record an actual decision rather than reusing another country's approval.

3 India operator privacy calendar

India's DPDP commencement notification uses staged commencement. The operator must track the provisions and implementing rules actually effective for each activity; do not claim that every substantive requirement is already effective or ignore other current duties. The global notice and transfer review must account for users elsewhere as applicable. A legal commencement calendar is separate from a technical consent checkbox. [S13]

4 Adoption decision form

Country and state or province, permitted Party combination and service types: [complete]. Features covered, such as listing, communication or contract activation: [complete]. Consumer and business scope: [complete]. Approved agreement, addendum and disclosure versions: [complete].

Legal reviewer name, role, dated decision and reference: [complete]. Tax reviewer name, scope, dated decision and reference: [complete]. Signature, stamp and evidence decisions: [complete]. Tax registrations and actual reporting procedure, where required: [complete]. Data transfer and retention decisions: [complete]. Grievance owner and tested operating route: [complete].

Known limitations and remaining prohibited features: [complete]. Operator's authorised approver and date: [complete]. Next review date and change triggers: [complete]. Release/version and isolated verification receipt: [complete]. Status: [select draft, reviewed for stated scope, pilot or adopted]. Do not prefill reviewer approvals or mark every country approved.

7 Technical Adoption Checks

1 Existing foundation

The original live service records contract versions and hashes, two-party agreement and signature intent, restricts non-party access, checks current legal consent and protects activation with memberships and the India flag. Native email OTP and private upload scanning are deployed. These controls support records; they do not certify a signature or provide worldwide legal approval.

2 Checks required before broad contract activation

1. Require the exact approved base clause set and country addendum version, rather than allowing a contract with an empty approved clause list.
2. Validate project country, service and consumer scope on the server against an approved capability record. The observed India flag alone is not a complete global country approval system.
3. Validate complete law/forum/currency/tax/IP and required formalities fields, milestone arithmetic and full version consent. The documentation fields must map to stored records without losing later changes.
4. Export complete terms, schedules and referenced performance records with the evidence manifest, and support the reviewed certificate and legal-hold procedure.
5. Implement the specific tax/reporting collection, verification and filing workflow if the reviewers determine one applies. Schema tables alone do not prove reports were submitted.
6. Verify the approved signature method in a controlled environment. Require a real provider result for certified signatures when chosen; never substitute mailbox OTP.
7. Rehearse consumer disclosures, grievances, current-access changes, stale signatures, concurrent edits and reversible capability closure. Record genuine results, without restarting the completed soak campaign.

These are adoption checks identified from the present source, not claims that every item is already implemented. Payments stay disabled. A documentation update does not authorise a broad deployment or production country-gate change.

8 Primary Sources and Review References

Research date 6 October 2026. Sources support the stated review issues. Model principles and international frameworks are not a single worldwide contract law. Recheck current law, treaty status and local implementation when a scope is approved.

S1 Choice of law in commercial contracts

HCCH Principles on Choice of Law in International Commercial Contracts, Article 1 and Article 11. The Principles preserve overriding mandatory rules and exclude consumer and employment contracts from their commercial scope. They are principles, not a universal statute.

<https://www.hcch.net/en/instruments/conventions/full-text/?cid=135>

S2 Electronic commerce frameworks

UNCITRAL electronic commerce texts describe recognition and functional equivalence frameworks implemented through national law and instruments with their own scope. They do not certify the platform's execution method in every country.

<https://uncitral.un.org/en/texts/ecommerce>

S3 Certified India electronic signatures

Controller of Certifying Authorities eSign service distinguishes provider-backed identity and certificate processes from an ordinary mailbox verification or click record. Apply this source only to the relevant India method.

<https://www.cca.gov.in/eSign.html>

S4 Privacy territorial scope and transfers

European Data Protection Board final Guidelines 3/2018 on GDPR Article 3, and final Guidelines 05/2021 on Article 3 and Chapter V. Offering services and international transfers need separate scope and safeguards analysis.

https://www.edpb.europa.eu/documents/guideline/guidelines-32018-on-the-territorial-scope-of-the-gdpr-article-3-version-adopted_en

https://www.edpb.europa.eu/system/files/2023-02/edpb_guidelines_05-2021_interplay_between_the_application_of_art3-chapter_v_of_the_gdpr_v2_en_0.pdf

S5 European platform reporting

Council Directive EU 2021/514, Annex V, and the European Commission 2026 evaluation. Assess personal-service facilitation, reportable sellers, non-EU operator rules and narrowly defined software exclusions. No registration or reporting completion is claimed.

<https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=celex%3A32021L0514>

<https://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=SWD%3A2026%3A0165%3AFIN%3AEN%3APDF>

S6 United Kingdom platform reporting

HMRC Check if you need to register as a digital platform operator, updated 21 July 2026. Its operator-nexus and actual software tests require application to this business, not an assumption from a user's country.

<https://www.gov.uk/guidance/check-if-you-need-to-register-as-a-digital-platform-operator>

S7 United States tax review

IRS Gig economy tax center identifies worker tax responsibilities and digital-platform classification, reporting and filing responsibilities. It is not a determination of Zerlancer's US filing status.

<https://www.irs.gov/businesses/gig-economy-tax-center>

S8 India income tax

Income-tax Act 2025 section 393, including table 8(v), Note 3 and applicable exemptions. Where the ecommerce provision applies, the direct-payment deeming rule prevents assuming that no fund collection automatically removes the obligation. The actual model and current tax-year procedure need review.

<https://www.incometaxindia.gov.in/w/section-393-5>

S9 India GST

CGST Act section 52 has a separate collection condition for the relevant ecommerce TCS rule. Review membership/service GST, registration, place of supply and any other applicable provisions independently.

<https://taxinformation.cbic.gov.in/content-page/explore-act/1000325/1000001>

S10 India copyright assignments

Copyright Act section 19 requires attention to signed writing and identification of works, rights, territory, duration and consideration. The project IP schedule must address relevant local rules elsewhere too.

https://copyright.gov.in/Copyright_Act_1957/chapter_iv.html

S11 India consumer ecommerce rules

Department of Consumer Affairs rules index and government-hosted 2020 rules. Current amendments and their effective dates need checking at adoption; acknowledgement and complaint handling require a functioning procedure.

<https://consumeraffairs.gov.in/pages/consumer-protection-acts>

<https://thc.nic.in/Central%20Governmental%20Rules/Consumer%20Protection%20%28E-Commerce%29%20Rules%2C%202020.pdf>

S12 India electronic evidence

Bharatiya Sakshya Adhiniyam 2023 section 63 and its schedule. Review the actual production and certificate requirements; hash records do not replace them.

<https://www.indiacode.nic.in/indiacode/bitstream/123456789/20063/1/aa202347.pdf>

S13 India DPDP commencement

MeitY commencement notification GSR 843E dated 13 November 2025 specifies staged commencement. Maintain an exact applicability calendar rather than claiming all provisions are already effective.

<https://www.meity.gov.in/static/uploads/2025/11/c56ceae6c383460ca69577428d36828b.pdf>