



Capacity Network Partner Policy

Welcome to the Capacity Network Partner Program! We are excited to have you join us as a Capacity Network Partner. This Policy serves as a comprehensive guide, outlining our operational policies and providing answers to common questions that will help you understand and prepare for your role as a Partner. It is important to note that this Policy is incorporated by reference in its entirety into the Capacity Network Partner Agreement, which governs our partnership.

We take pride in what we can offer you as a Partner, and we want to ensure that you have a clear understanding of the benefits and workings of our partnership. While this document may be lengthy and include some legal language, we will use simpler terms for clarity. Hence, instead of referring to you as the 'Partner,' we will simply address you as 'you,' and rather than repeatedly mentioning 'Builder,' we will use 'us' or 'we.'

As we continue to improve and adapt to meet the needs of our partners, it is possible that updates to this Policy will occur. Any changes will be communicated by posting an updated version, which will take effect immediately upon posting.

We value our partnership and are committed to providing a transparent and supportive environment within the Capacity Network. Should you have any questions or concerns regarding this Policy or any aspect of our partnership, our support team is here to assist you.

Thank you for choosing to be part of the Builder.ai Capacity Network Partner Program. We look forward to a successful and collaborative journey together.

Glossary of Terms

To aid in your understanding of this Policy, we have provided a glossary of unique terms and services used by Builder.ai:

1. Builder Hive™: Our partner management system utilized by Capacity Network Partners for onboarding, expert assessment, expert management, invoicing, and performance tracking. It also serves as a communication platform between Builder and Capacity Network Partners.
2. Builder Tracker™: The platform employed by Builder.ai to track the hours worked by experts within our ecosystem.
3. Experts: The term we use to refer to the Developer Personnel and all resources provided by the Partner to Builder.ai.
4. Ninja: The role name given to the Technical Project Managers responsible for overseeing the delivery of customer projects.
5. Productologist™: The role name assigned to the Product Managers responsible for defining project requirements and ensuring a satisfactory project experience for customers.
6. Sensei: The role of the solution architect/designer in customer projects, responsible for providing expert guidance and expertise.
7. IDE (Integrated Development Environment): Builder.ai utilizes its own version of IDE, which Experts use to work with Builder in a virtual environment.
8. Builder Assessment Platform: The platform utilized by Builder.ai to assess the skill level of Experts. We evaluate various disciplines within our tech stack through this platform and assign a grade and level accordingly. The assessment grade determines the Expert's position on the scale, which may fluctuate based on performance.
9. Builder University: This platform is where Experts complete relevant learning material for their engagements with us, including IDE and Builder Tracker training. Completion of Builder University courses is a prerequisite for being eligible for project allocation.

We hope that this glossary provides clarity on the unique terms and services used within Builder.ai.

Our Policies

Rules of Conduct for Builder Hive

Builder.ai is committed to conducting its global business in full compliance with all applicable laws and regulations. We uphold the highest ethical standards and treat others with respect and integrity.

To maintain the integrity of the platform, the following rules of conduct apply when using Builder Hive:

1. **Accuracy and Timeliness:** All information entered into Builder Hive must be accurate and kept up to date. It is essential to ensure that Expert availability is reflected accurately on a daily basis. In the event of any urgent absences, it is crucial to report them to Builder promptly.
2. **Correspondence and Invoicing:** All correspondence related to invoicing and payments should be managed through Builder Hive. This ensures that there is a clear and accessible online source of information for such transactions.
3. **Security of Login Credentials:** It is your responsibility to keep your login credentials safe and secure. Only share them with your designated Single Point of Contact (SPOC) or an authorized delegate from your organization. Builder.ai will not be held responsible for any losses incurred due to the abuse or unauthorized use of your credentials. However, if abuse of credentials leads to losses for Builder, penalties as defined in the Agreement may be invoked.
4. **Up-to-Date Contact Details:** It is essential to maintain up-to-date contact details for your designated SPOC, including their email address and phone number. This ensures effective communication between Builder.ai and your organization.

By adhering to these rules of conduct, we can ensure a secure and efficient experience within Builder Hive.

Expert Assessments and Eligibility

We greatly value the role you play as a partner in the Builder ecosystem and in supporting our customers. As part of our ongoing partnership under the Agreement, it is essential for us to assess the value, risk, and implications of our collaboration, including the qualifications and capabilities of your Developer Personnel.

In order to ensure the expertise and qualifications of your Experts, we require evidence that they are employees of your organization and/or possess the necessary qualifications in the relevant discipline for which they will be assessed. Acceptable evidence includes a copy of their offer of employment letter on your company letterhead, signed by the Partner, as well as scanned copies of any relevant certificates. Please note that Builder reserves the right to verify and query any documents submitted to us.

All Experts are required to undergo assessment using the Builder Assessment Platform specific to their skill set. The pass rate for the assessment will be determined at the discretion of Builder. The Builder Assessment Platform will primarily determine the skill level and experience of the Expert based on their performance within the assessment. However, in some cases, the Capacity Partner may be requested to nominate the initial Expert level at the beginning of the assessment, and Builder will evaluate their performance accordingly.

Builder also reserves the right to adjust the assigned Expert level based on their quality score, derived from the evaluation within the Builder Assessment Platform.

By implementing these assessment measures, we can ensure that the expertise and capabilities of your Developer Personnel align with the requirements of our projects and the needs of our customers.

Expectations and Rules for Experts, and Unacceptable Behaviors

To ensure a productive and respectful working environment, we have set forth the following expectations and rules for Experts:

1. Onboarding and Assessment:
 - Experts must adhere to the rules specified in the assessment instructions, which may include restrictions on using earphones, mobile phones, or any other recording devices during the assessment.
2. Completion of Builder University Learning:
 - After successfully completing the assessment, Experts are required to finish the assigned learning modules on Builder University. The expected completion time for these modules is less than 120 minutes. Experts should complete this learning on the same day they learn about passing their assessment.
3. Daily Equipment Check:
 - At the start of each working day, Experts must ensure that all equipment and Builder.ai tools are functioning properly. Any issues should be reported to the relevant Builder project team at least 30 minutes before the start of an allocation.
4. Notice of Departure:
 - If an Expert is leaving your organization, a minimum of one week's notice must be given to Builder. This allows for appropriate handover of responsibilities and smooth transition.
5. Attendance and Availability:
 - Experts are expected to attend all planned team meetings and collaboration sessions, as agreed with Builder.
 - Throughout the working day, Experts should be available for communication using the provided tools.
6. Proper Usage of Builder Tracker:
 - Experts must ensure the accurate use of Builder Tracker to record only the hours worked by them throughout the day.

- If the Expert allows the Integrated Development Environment (IDE) to idle for more than 5 minutes without deactivating Tracker, Builder reserves the right to remotely disable the Tracker, resulting in non-recording of hours.
7. Validation of Hours:
 - At the end of each month, the hours recorded in Builder Tracker will be cross-checked with the Builder project team to validate the accuracy of hours tracked versus hours worked. Untracked hours will not be paid.
 8. Reporting Absences:
 - In the case of unplanned and urgent absences, Experts must inform their Partner promptly, and the Partner must notify Builder as soon as possible.
 9. Knowledge Transfer:
 - It is the responsibility of the Partner to ensure the Knowledge Transfer (KT) between Experts within their organization when an Expert is leaving for extended absences and needs to be deallocated from a project.

Additionally, unacceptable behavior will not be tolerated. This includes intimidating, harassing, abusive, discriminatory, derogatory, or demeaning conduct by any Expert in communications or meetings with Builder and its customers. Should an Expert be found to be engaging in such behavior, Builder may take appropriate action, including immediate removal from meetups or related events without warning, and may also result in removal from Builder Hive.

If you experience or witness unacceptable behavior or have any concerns, please promptly notify Builder staff. We value the well-being and experiences of all our Experts.

Experts who repeatedly fail to follow these rules of conduct may be removed from Builder Hive, and repeated offenses by Experts from the same Partner may result in termination of the Agreement.

Security

Builder.ai utilizes facial recognition technology (FRT) as part of its security measures within Builder Hive to ensure the authenticity of Experts during assessments and work sessions. This technology compares the facial biometrics of the Expert against a photo uploaded by them during the registration process.

For enhanced security, Experts are required to use facial recognition when logging into their IDE while working with Builder. Any attempts to impersonate or substitute Experts will lead to immediate suspension of IDE access. Furthermore, such actions may result in the cancellation and termination of the Agreement, with all other rights and remedies reserved.

The images captured for verification purposes are securely stored by Builder.ai and are solely used for identity verification and investigation in case of disputes. These images are treated with strict confidentiality and are not shared with any unauthorized parties.

In the event that an Expert departs from your organization, unless explicitly informed otherwise, Builder.ai will retain the stored image in case the Expert returns to your business. Upon their return, the Expert will not be required to undergo the assessment process again. Instead, their stored photo will be used for a new facial recognition process, allowing them to resume work immediately. The same process applies to extended leaves of absence.

Builder.ai maintains the highest standards of data privacy and security. The retention and usage of facial recognition data are strictly governed by our privacy policies and relevant data protection regulations.

Representation and Warranty for Work Product

By submitting any Work Product resulting from the services provided by your Experts, you represent and warrant that the Work Product meets the specified requirements established in the project. It is crucial to adhere to the following terms and conditions:

1. Work Product Creation within Builder Environments and Toolsets:
 - All aspects of software or design creation by Partners and their Experts ("Work Product") must be performed exclusively within the environments and toolsets provided by Builder. These environments and toolsets are designed to ensure compatibility, integration, and seamless collaboration. If, for any technical reason attributed to Builder, the Partner is unable to access the designated environments and toolsets, it is the Partner's responsibility to notify Builder immediately. In such cases, all work on the project must cease until the environments and toolsets are restored to ensure the integrity and consistency of the development process.
2. Exclusion of Work Product Created Outside Builder Systems:
 - Work Product created outside of the Builder systems will not be accepted at any time. This policy is in place to maintain the consistency and quality of the development process, as well as to ensure proper integration within the Builder framework. All development and design work must occur exclusively within the Builder-provided environments and toolsets. This includes code, design assets, configurations, and any other components necessary for the project.
3. Responsibility for Time and Costs Incurred Outside Builder Systems:
 - Any time and costs expended by the Partner and their Experts outside of the Builder systems will be solely borne by them. Builder will not be responsible for reimbursing or compensating for any expenses, efforts, or resources utilized outside the designated Builder environments and toolsets. It is essential for the Partner to ensure that all work and resources are utilized efficiently within the provided systems to maintain cost-effectiveness and alignment with project requirements.

Adhering to these requirements is critical to ensure the smooth integration, compatibility, and success of the Work Product within the Builder ecosystem. By following these guidelines, we can guarantee consistent and reliable project outcomes while maximizing the value and efficiency of our collaboration.

Please note that failure to comply with these provisions may result in Builder's refusal to accept or integrate the Work Product into the project. We appreciate your understanding and cooperation in maintaining the integrity and coherence of the development process within the Builder systems. Your commitment to producing high-quality Work Product within the designated environments and toolsets provided by Builder will result in exceptional solutions for our customers.

Compensation and Billing Terms

At Builder, we employ a competency-based approach to compensate Experts, considering their skills, knowledge, and experience. We encourage Partners to support and train their Experts while empowering Experts to take ownership of improving their skills and Work Product.

As part of the Partner onboarding process and initial negotiations with Builder, rate cards for each skill set and level will be agreed upon, and these rates will be considered final. The Partner is responsible for entering information regarding the skillset and rates of their Experts into Builder Hive. The compensation for the Services performed by the Partner or its Expert will be based on the posted rates on the Site. It is important to note that every Expert will have the same rate per skill and level, unless otherwise agreed upon with Builder.

In certain cases, it is possible to apply a custom rate card to individual Experts. For example, an increased rate may be warranted for an Expert with a very high level of experience. Such adjustments will be considered on a case-by-case basis and require the approval of the Head of Capacity Network at Builder.

Unless otherwise agreed upon with Builder, all billing cycles will be 60 days and calculated between the 15th and 14th of each calendar month. For instance, the billing cycle from January 15th to February 14th.

Payments will be made directly to the Partner's nominated bank account. Please note that depending on the geographical location of your business, there may be additional tax obligations that apply to you, for which you are responsible.

We strive to ensure transparency and clarity in compensation and billing processes.

Payment Disputes and Claims Process

At Builder, we understand that payment disputes may occasionally arise, and we encourage timely notification of any discrepancies. We are committed to working with you to resolve these issues and ensure a fair resolution.

To facilitate transparency and accuracy in payment tracking, Builder Hive and Builder Tracker provide a clear overview of the number of hours tracked and the corresponding payment due. If you believe there are discrepancies between the hours tracked and the amount you believe is owed, you can raise a claim directly within Builder Hive.

It is important to note that claims will only be accepted for review within 30 days of the invoice cycle. Timely submission of claims allows us to promptly investigate and address any concerns or discrepancies. After the 30-day window, claims may not be considered for review.

We strive to foster a collaborative partnership and maintain a fair payment process. Our aim is to ensure that all parties are treated equitably and that payment disputes are resolved efficiently.

Insurance

We prioritize the protection and confidence of all parties involved in our engagements. Insurance we recognize the importance of insurance coverage in managing risks and providing confidence to all parties involved. As part of our commitment to safeguarding the interests of our partners, we have established the following requirements and adjusted payment terms:

Insurance Coverage Requirement:

Partners engaging in projects with Builder are required to secure general liability insurance. The minimum coverage must be \$1 million per occurrence. This requirement applies specifically to Partners with more than 10 registered Experts. Insurance coverage serves as a critical protection measure, ensuring that potential liabilities are adequately managed and mitigated.

Adjusted Payment Terms for Partners with Limited Coverage:

In cases where a Capacity Partner has less than 10 registered Experts or encounters challenges in obtaining insurance coverage in their country of operation, Builder may exercise its discretion to adjust the payment terms. This adjustment may involve extending the payment terms to 90 days and/or withholding at least 20% of invoices in the event of a payment dispute. These adjustments are implemented to manage the associated risks effectively.

The adjusted payment terms aim to provide an alternative solution while balancing the need for insurance coverage. They enable us to maintain a fair and secure working environment for all parties involved.

Validation and Quality Control of Deliverables

Our commitment is to provide our customers with the best work product or app, and to uphold high standards of quality and excellence. To ensure the fulfillment of this commitment, we have implemented robust quality control provisions in our process for validating and accepting Deliverables.

Comprehensive Validation Process:

1. Before accepting Deliverables, we conduct a comprehensive validation process to assess their completeness, correctness, and adherence to our predefined requirements and specifications. This process includes thorough testing, review, and verification to ensure that the Deliverables meet the expected standards.

Code Quality and Bug-Free Deliverables:

2. Builder expects Deliverables from Experts to be fully unit tested and free of bugs. This means that the code should undergo rigorous testing to identify and fix any defects or errors. Additionally, in the case of design work, the Deliverables must meet our minimum requirements. Adhering to these quality standards is essential to provide our customers with a seamless and error-free experience.

Rectification of Defects:

3. If the code quality of the Deliverables does not meet Builder or industry standards, Builder reserves the right to request the Expert to rectify any defects within their Deliverables. In such cases, the expenses incurred for fixing the defects will be the responsibility of the Partner. This ensures that the Deliverables align with the expected quality standards and that any issues are promptly addressed to deliver a high-quality end product.

Impact of Non-Compliance:

4. Repeated instances of Deliverables not meeting the minimum requirements set by Builder may result in the Expert being deallocated from their project. This may have implications such as offset, deduction, or potential losses in revenue or payment for the Partner. It is crucial for Experts to consistently deliver work that meets the quality standards defined by Builder to maintain the integrity and success of the projects.

Rejection of Substandard Work:

5. Builder reserves the right to reject any Work Product completed or delivered by the Expert that falls below the minimum standards. In such cases, the Expert will not receive credit for the rejected Work Product. This provision ensures that our customers receive work that meets their expectations and upholds our commitment to excellence.

By implementing these quality control provisions, we strive to deliver exceptional work and maintain our reputation as a trusted provider of top-tier solutions. We appreciate your dedication to upholding these standards and delivering work of the highest quality.

Fraud and Impersonation

You, including your Developer Personnel, are strictly prohibited from engaging in any fraudulent activities or impersonation while using the Site and Site Services. This includes but is not limited to providing false or intentionally misleading information to Builder, deceiving Builder in any way, or taking actions to gain an unfair advantage.

Examples of fraudulent activities include, but are not limited to:

- Impersonating another person, whether it be a fellow user, client, or any individual associated with the Site and Site Services.
- Performing Services on behalf of someone else without proper authorization or consent.

- Manipulating or bypassing security and control features of the Site or Site Services, including but not limited to time tracking and work monitoring features, in an attempt to misrepresent your work hours, skills, or productivity.
- Misrepresenting your identity, skills, services, or affiliation with any person or organization.

Engaging in any of the above activities constitutes Fraud under this provision.

In the event that Fraud is detected, Builder reserves the right to take appropriate action, which may include withholding, reducing, or cancelling payment and payment obligations to you. Additionally, Builder may choose to immediately close your Account, exercising its sole discretion and with or without prior notice.

You acknowledge and agree that, in the event of Fraud and to the fullest extent permitted by law, you shall be responsible for all costs, including legal costs, incurred by Builder relating to the enforcement of this section. This includes but is not limited to any investigation, legal proceedings, or actions taken to recover any damages or losses caused by your fraudulent activities.

We place great importance on maintaining the integrity and safety of the Capacity Network ecosystem. We strongly encourage all partners and Developer Personnel to promptly report any suspicious or inappropriate activity they encounter. Your help and diligence are essential in making the Capacity Network experience as safe and fair as possible. If you come across any violations of our agreement and policy, we urge you to report them. We take all reports seriously and will conduct thorough investigations.

Prohibition of Generative AI for Coding or Development

We are committed to maintaining responsible and ethical practices in the use of technology, including generative AI. In line with this commitment, this policy establishes a clear prohibition on the use of generative AI for coding or development by our Capacity Network Partners.

Our Capacity Network Partners are strictly prohibited from utilizing generative AI, including AI models, algorithms, or tools, for coding or development purposes. This encompasses the generation or assistance in generating source code or software applications.

This prohibition is based on several important considerations:

- a) **Quality and Accountability:** We prioritize the quality, reliability, and accountability of the code and software developed within our network. Human expertise, experience, and professional judgement are essential for ensuring the integrity, security, and robustness of the codebase.
- b) **Intellectual Property Protection:** By prohibiting the use of generative AI for coding or development, we safeguard intellectual property rights, including copyrighted source code and proprietary algorithms. Respecting creators' rights and fulfilling our legal obligations regarding intellectual property is of utmost importance.

c) Ethical and Legal Compliance: Our commitment to ethical practices extends to the use of AI technologies. By avoiding the use of generative AI for coding or development, we mitigate risks associated with potential biases, plagiarism, and the inadvertent introduction of vulnerabilities or legal issues.

d) Client Expectations: We prioritize meeting our clients' expectations by delivering high-quality, tailored solutions. Human-driven coding and development processes allow for customization, transparency, and reliable support throughout the entire development lifecycle.