

## TERMS AND CONDITIONS

This Service is provided by Freelance House Services Ltd (“Freelance House Services” or “We” or “Our”), including our website [www.freelancehouseservices.co.uk](http://www.freelancehouseservices.co.uk). This Terms and Conditions outline Our's and Your obligations and responsibilities on the Freelance House Services Platform.

Freelance House Services operates an online platform allowing Users to connect through the Freelance House Services Platform with other Users who provide Services.

Please read these terms and all Policies including the Privacy Policy and the Community Guidelines carefully before using the Freelance House Services Platform. These Policies are incorporated into this Agreement by reference.

By using our Service, you agree to comply with and be bound by the following Terms and Conditions together with our Privacy Policy and any other documents referred to therein. If you do not agree to these Terms and Conditions, you must not use our Services.

We reserve the right to amend these Terms of Service from time to time. Any changes will be posted on our Services. Your continued use of our Services after posting will constitute your acceptance of, and agreement to, any changes. Specific services that we offer, or make available to you, may also be governed by additional or alternative terms and conditions with us, or other third parties.

### 1. SCOPE OF OUR SERVICES

- 1.1. We provide the Freelance House Services Platform to enable Employers to publish Posted Tasks.
- 1.2. Freelancers may make an Offer in response to a Posted Task. Some parts of Offer details may be made publicly available, including to internet users who are not Users.
- 1.3. An Employer may revoke or modify a Posted Task at any time before he/she accepts an Offer. We reserve the right to cancel all Offers on a Posted Task made prior to the modification or amendment.
- 1.4. If an Employer accepts an Offer on the Freelance House Services Platform, a Job Contract is created between the Freelancer and the Employer.
- 1.5. Upon creation of a Job Contract, the Employer must pay the Agreed Price into the Escrow Account.
- 1.6. Upon creation of the Job Contract, Freelance House Services has rendered Services and the Service Fee is due and payable.
- 1.7. Once the Job Contract is created, the Freelancer and Employer may vary the Job Contract on the Freelance House Services Platform. The Employer and Freelancer are encouraged to use Freelance House Services' private messaging system to amend or vary the Job Contract (including the Agreed Price) or to otherwise communicate.
- 1.8. Once the Services are complete, the Freelancer must provide notice of that on the Freelance House Services Platform.
- 1.9. Once the Services are complete, the Employer must provide notice of that on the Freelance House Services Platform.

- 1.10. Once the Posted Task has been completed and the Employer confirms the Services are completed, or if Freelance House Services is satisfied the Services have been completed, the Freelancer's Funds will be released from the Escrow Account.
- 1.11. After the Job Contract is completed, the parties are encouraged to review and provide feedback of the Services on the Freelance House Services Platform.
- 1.12. Freelance House Services may provide a feature enabling Users to request Services based on another User's skills, reputation or other attributes. When this occurs, that User will be automatically notified of the new Posted Task, and that the Employer would like the User to make an Offer to supply Services. However, that User will not have any further special rights and will need to follow the normal offer process to become the Freelancer for the Posted Task.
- 1.13. Freelance House Services may also provide a Search Assist feature enabling Employers to submit an Offer for Services.
- 1.14. An Offer submitted by an Employer using Search Assist may be notified to other Users and such Users may elect to make an Instant Claim of it.
- 1.15. When using Search Assist a Job Contract is created when a Freelancer makes an Instant Claim.
- 1.16. An Employer may revoke or modify its Offer in using Search Assist at any time before a Freelancer makes an Instant Claim. Freelance House Services reserves the right to cancel all Posted Tasks made prior to the modification or amendment.

## 2. OUR ROLE AND OBLIGATIONS

- 2.1. We provide the Freelance House Services Platform only, enabling Users to publish Posted Tasks and make Offers on Posted Tasks.
- 2.2. Freelance House Services only permits individuals over 18 years of age to become Users.
- 2.3. Users must be natural persons, but can specify within their account description that they represent a business entity.
- 2.4. At its absolute discretion, Freelance House Services may refuse to allow any person to register or create an account with Freelance House Services or cancel or suspend any existing account.
- 2.5. Registering and creating an account with Freelance House Services is free. There is no charge for an Employer to post tasks, or for other Freelance House Services Users to review content on the Freelance House Services Platform, including Posted Tasks.
- 2.6. Freelance House Services accepts no liability for any aspect of the Employer and Freelancer interaction, including but not limited to the description, performance or delivery of Services.
- 2.7. Freelance House Services has no responsibility and makes no warranty as to the truth or accuracy of any aspect of any information provided by Users, including, but not limited to, the ability of Freelancers to perform tasks or supply items, or the honesty or accuracy of any information provided by Employers or the Employers' ability to pay for the Services requested.
- 2.8. Except for liability in relation to any Non-excludable Condition, the Our Service is provided on an "as is" basis, and without any warranty or condition, express or implied. To the extent permitted by law, we and our suppliers specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement.

- 2.9. Freelance House Services has no obligation to any User to assist or involve itself in any dispute between Users, although may do so to improve User experience.

### 3. USER OBLIGATIONS

3.1. You will at all times:

- a. comply with this Agreement (including all Policies) and all applicable laws and regulations;
- b. only post accurate information on the Freelance House Services Platform;
- c. ensure that You are aware of any laws that apply to You as an Employer or Freelancer, or in relation to using the Freelance House Services Platform.

3.2. You agree that any content (whether provided by Freelance House Services, a User or a third party) on the Freelance House Services Platform may not be used on third party sites or for other business purposes without Freelance House Services' prior permission.

3.3. You must not use the Freelance House Services Platform for any illegal or immoral purpose.

3.4. You must maintain control of Your Freelance House Services account and must not deal your account in any way, including by allowing others to use Your account, or by transferring or selling Your account or any of its content to another person.

3.5. You grant Freelance House Services an unrestricted, worldwide, royalty-free licence to use, reproduce, modify and adapt any content and information posted on the Freelance House Services Platform for the purpose of publishing material on the Freelance House Services Platform and as otherwise may be required to provide the Freelance House Services Service, for the general promotion of the Freelance House Services Service, and as permitted by this Agreement.

3.6. You agree that any information posted on the Freelance House Services Platform must not, in any way whatsoever, be potentially or actually harmful to Freelance House Services or any other person. Harm includes, but is not limited to, economic loss that will or may be suffered by Freelance House Services.

3.7. Without limiting any provision of this Agreement, any information You supply to Freelance House Services or publish in a Posted Task (including as part of an Offer) must be up to date and kept up to date and must not:

- a. be false, inaccurate or misleading or deceptive;
- b. be fraudulent or involve the sale of counterfeit or stolen items;
- c. infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or intellectual property rights, rights of publicity, confidentiality or privacy;
- d. violate any applicable law, statute, ordinance or regulation (including, but not limited to, those governing export and import control, consumer protection, unfair competition, criminal law, antidiscrimination and trade practices/fair trading laws);
- e. be defamatory, libellous, threatening or harassing;
- f. be obscene or contain any material that, in Freelance House Services' sole and absolute discretion, is in any way inappropriate or unlawful, including, but not limited to obscene, inappropriate or unlawful images; or
- g. contain any malicious code, data or set of instructions that intentionally or unintentionally causes harm or subverts the intended function of any

Freelance House Services Platform, including, but not limited to viruses, trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, modify, delete, detrimentally interfere with, surreptitiously intercept, access without authority or expropriate any system, data or Personal Information.

- 3.8. Freelance House Services Platform may from time to time engage location-based or map-based functionality. The Freelance House Services Platform may display the location of Employers and Freelancers to persons browsing the Freelance House Services Platform. Each Employer will be asked to provide the street and suburb where the Services are to be delivered. An Employer should never disclose personal details such as the Employer's full name, street number, phone number or email address in a Posted Task or in any other public communication on the Freelance House Services Platform.
- 3.9. If You are a Freelancer, You must have the right to provide Services under a Job Contract and to work in the United Kingdom. You must comply with tax and regulatory obligations in relation to any payment (including Freelancer Funds) received under a Job Contract.
- 3.10. You must not, when supplying Services, charge an Employer any fees on top of the Freelancer Funds. However, the parties to a Job Contract may agree to amend the Agreed Price through the Freelance House Services Platform.
- 3.11. You must not request payments outside of the Freelance House Services Platform from the Employer except to the extent permitted by clause 3.12 and only if the Freelance House Services Platform does not facilitate the reimbursement via the Escrow Account of costs considered in clause 3.12.
- 3.12. If a Freelancer agrees to pay some costs of completing the Services (such as equipment to complete the Services), the Freelancer is solely responsible for obtaining any reimbursement from the Employer. Freelance House Services advises Freelancers not to agree to incur costs in advance of receiving the payment for these costs, unless the Freelancer is confident the Employer will reimburse the costs promptly.
- 3.13. If Freelance House Services determines at its sole discretion that You have breached any obligation under this clause 3 or that You have breached one or more Job Contracts, it reserves the rights to remove any content, Posted Task or Offer You have submitted to the Freelance House Services Service or cancel or suspend Your account and/or any Job Contracts.

#### 4. FEES

- 4.1. Upon the creation of a Job Contract, the Freelancer owes Freelance House Services the Service Fee. The Service Fee will automatically be deducted from the Agreed Price held in the Escrow Account.
- 4.2. If the Posted Task requires a Freelancer to incur costs in completing the Services, the cost incurred will not be included in any calculation of Fees.
- 4.3. Fees do not include any fees that may be due to Third Party Service providers. All Third Party Service providers are paid pursuant to a User's separate agreement with that Third Party Service provider.

- 4.4. All Fees and charges payable to Freelance House Services are non-cancellable and non-refundable, subject to Your rights under any Non-Excludable Conditions.
- 4.5. If Freelance House Services introduces a new service on the Freelance House Services Platform, the Fees applying to that service will be payable as from the launch of the service.
- 4.6. Freelance House Services may set-off any Fees against any Freelancer Funds or other amounts held by Freelance House Services on behalf of a User.
- 4.7. Freelance House Services may restrict a User's account until all Fees have been paid.

## 5. PAYMENTS AND REFUNDS

### 5.1. If:

- a. the Employer and the Freelancer mutually agree to cancel the Job Contract; or
- b. following reasonable attempts by an Employer to contact a Freelancer to perform the Job Contract, the Job Contract is cancelled; and
- c. Freelance House Services is satisfied that the Agreed Price should be returned to the Employer,

then, subject to clause 5.3, Freelance House Services will pay the Freelancer Funds held in the Escrow Account to the Employer. Freelance House Services may also pay to the account of the Employer, on behalf of the Freelancer, an additional amount up to the value of the Service Fee collected in connection with the Job Contract.

- 5.2. Any amount paid by Freelance House Services on behalf of a Freelancer under clause 5.1 will be a debt owed by the Freelancer to Freelance House Services.

### 5.3. If a Job Contract is cancelled:

- a. Freelance House Services will retain the Service Fee in accordance with clause 4.1; and
- b. the cancellation will be attributed to the Freelancer unless the Freelancer can provide evidence to Freelance House Services' satisfaction (in its sole opinion) that the Employer caused the cancellation of the Job Contract.

If cancelled by the Employer (as determined by this clause), the Employer must pay the Cancellation Admin Fee. The Cancellation Admin Fee will be equal to the Service Fee that has been charged to the Freelancer under the relevant Job Contract (which will not exceed 22% of the Agreed Price). Freelance House Services may agree to refund the Service Fee to the Freelancer.

- 5.4. If the parties agree to any additional cancellation fee payable under the Job Contract, it is the responsibility of the party aggrieved to claim any amount owed directly from the other.
- 5.5. Following resolution of a cancelled Task Contact in accordance with clause 5.1, Freelance House Services may take up to 14 days to return the Agreed Price (less the Cancellation Admin Fee, if applicable) to the Employer.
- 5.6. If, for any reason, the Freelancer Funds cannot be transferred or otherwise made to the Freelancer or returned to the Employer (as the case may be) or no claim is otherwise made for the Freelancer Funds, the Freelancer Funds will remain in the Escrow Account until paid or otherwise for up to three months from the date the Employer initially paid the Agreed Price into the Escrow Account.

5.7. Following the 3 months referred to in clause 5.6, and provided there is still no dispute in respect of the Freelancer Funds, the Freelancer Funds will be automatically converted to Stored Value and credited to the Employer.

## 6. STORED VALUE

### 6.1. Stored Value:

- a. can be used by the credited User to pay for any new Services via the Freelance House Services Platform;
- b. are not refundable or redeemable for cash;
- c. cannot be replaced, exchanged or reloaded;
- d. are valid for 12 months from the last date the Freelance House Services credit is topped-up, the date of issue or purchase or any expiry date applied by Freelance House Services (subject to any contrary specific jurisdictional legislative requirements);
- e. may also be subject to additional, or different, terms and conditions, as specified in relation to Stored Value, such as a restriction on the when the Stored Value is redeemable (for example only for a User's first Job Contract), specify a minimum Services value, or specify a maximum credit or discount value; and
- f. must not be reproduced, copied, distributed, or published directly or indirectly in any form or by any means for use by an entity other than the credited User, or stored in a data retrieval system, without Freelance House Services' prior written permission.

6.2. The User credited with a Stored Value is solely responsible for the security of any Stored Value. Freelance House Services will have no liability for any loss or damage to the Stored Value and does not have any obligation to replace Stored Value.

6.3. Freelance House Services will not accept, and may refuse or cancel, any Stored Value, which it determines in its sole discretion, have been used in breach of this Agreement or have been forged, tampered with, or are otherwise fraudulent and Freelance House Services reserves the right to refer any suspected fraudulent activity to relevant law enforcement authorities. In particular, Stored Value, such as promotional coupons, vouchers or codes distributed or circulated without our approval, for example on an internet message board or on a "bargains" website, are not valid for use and may be refused or cancelled.

6.4. Freelance House Services is entitled to any value on Stored Value which is not redeemed before the Stored Value expires or is cancelled by Freelance House Services.

## 7. BUSINESS PARTNERS

7.1. Freelance House Services may enter into agreements with Business Partners and may seek to engage Freelancers in the provision of Business Services. Freelancers who agree to perform Business Services for Business Partners acknowledge and agree that Freelance House Services and the Business Partner may on-sell Services supplied to third parties for an increased fee.

7.2. Business Partners may require Freelancers providing Business Services to be approved or hold particular qualifications. Freelance House Services may assist Business Partners to locate suitably qualified Freelancers. Freelance House Services makes no

warranty that it will promote any or all suitably qualified Freelancers to Business Partners.

7.3. Business Partners may require Freelancers to enter into a Business Partner Contract before providing Business Services.

7.4. Where a Freelancer accepts a Posted Task with a Business Partner:

- a. the Freelancer must provide Business Services to the Business Partner in accordance with the Job Contract and any applicable Business Partner Contract; and
- b. the terms of the Business Partner Contract will prevail to the extent of any inconsistency.

## 8. PAYMENT FACILITY

8.1. Freelance House Services may use an Escrow Provider to operate the Escrow Account.

8.2. In so far as it is relevant to the provision of the Escrow Account, the terms at [Link to Escrow Provider's Service Agreement] are incorporated into this Agreement and will prevail over this Agreement to the extent of any inconsistency in relation to the provision of the Escrow Account.

8.3. If Freelance House Services changes its payment provider or Escrow Provider You may be asked to agree to any further additional terms with those providers. If you do not agree to them, you will be given alternative means of payment.

## 9. THIRD PARTY SERVICES

9.1. Freelance House Services may from time to time include Third Party Services on the Freelance House Services Platform. These Third Party Services are not provided by Freelance House Services.

9.2. Third Party Services are offered to Users pursuant to the third party's terms and conditions. Third Party Services may be promoted on the Freelance House Services Platform as a convenience to our Users who may find the Third Party Services of interest or of use.

9.3. If a User engages with any Third Party Service provider, the agreement will be directly between the User and that Third Party Service provider.

9.4. Freelance House Services makes no representation or warranty as to the Third Party Services. However, to help us continue to improve our Freelance House Services Platform, Users may inform Freelance House Services of their Third Party Service experience here.

## 10. VERIFICATION & BADGES

10.1. Freelance House Services may use Identity Verification Services.

10.2. You agree that Freelance House Services Identity Verification Services may not be fully accurate as all Our Services are dependent on User-supplied information and/or information or verification services provided by third parties.

10.3. You are solely responsible for identity verification and Freelance House Services accepts no responsibility for any use that is made of a Freelance House Services Identity Verification Service.

10.4. Freelance House Services Identity Verification Services may be modified at any time.

- 10.5. The Freelance House Services Platform may also include a User-initiated feedback system to help evaluate Users.
- 10.6. Freelance House Services may make Badges available to Freelancers. The available Badge can be requested by the Freelancer via the Freelance House Services Platform, and arranged on behalf of the Freelancer and issued by Freelance House Services, for a fee. Obtaining Badges may be subject to the provision of certain information or documentation by the Freelancer and determined by Freelance House Services or a third party verifier subject to its terms.
- 10.7. You acknowledge that Badges are point in time checks and may not be accurate at the time it is displayed. You acknowledge that to the extent You relied on a Badge in entering into a Job Contract, you do so aware of this limitation. You should seek to verify any Badge with the Freelancer prior to commencing the task.
- 10.8. It remains the Freelancer's responsibility to ensure that information or documentation it provides in obtaining a Badge is true and accurate and must inform Freelance House Services immediately if a Badge is no longer valid.
- 10.9. Freelance House Services may, at its discretion, issue Badges to Freelancers for a fee.
- 10.10. The issue of a Badge to a Freelancer remains in the control of Freelance House Services and the display and use of a Badge is licensed to the Freelancer for use on the Freelance House Services Platform only. Any verification obtained as a result of the issue of a Badge may not be used for any other purpose outside of the Freelance House Services Platform.
- 10.11. Freelance House Services retains the discretion and right to not issue, or remove without notice, a Badge if You are in breach of any of the terms of this Agreement, the Badge has been issued incorrectly, obtained falsely, has expired, is no longer valid or for any other reason requiring its removal by Freelance House Services.

## 11. INSURANCE

- 11.1. Freelance House Services may offer its Users an opportunity to obtain insurance for certain Job Contracts. All such insurance will be offered by a third party. Any application and terms and conditions for such third party insurance will be displayed on the Freelance House Services website when they are available. Freelance House Services confirms that all insurance policies are Third Party Services and subject to further terms set out for Third Party Services.
- 11.2. Freelance House Services does not represent that any insurance it acquires or which is offered via the Freelance House Services Platform is adequate or appropriate for any particular User. Each User must make its own enquiries about whether any further insurance is required.
- 11.3. Freelance House Services may also take out other insurance itself and that insurance may at Freelance House Services' option extend some types of cover to Users. Freelance House Services reserves the right to change the terms of its insurance policies with the third party insurance providers at any time. A summary of the policies are available on the Freelance House Services website and the policy details can be requested via Freelance House Services. Users are responsible for familiarising themselves with these details.
- 11.4. You acknowledge and agree that in the event that a claim is made relating to any services performed and/or goods provided by a Freelancer, and the insurance taken out by Freelance House Services (if any) responds to that claim then this clause



applies. If a claim is made against a Freelancer, Freelance House Services may elect to make a claim under any applicable policy and if the claim is successful, Freelance House Services reserves its right to recover any excess or deductible payable in respect of the claim from the Freelancer. Where Freelance House Services makes a claim and the insurer assesses that the Freelancer is responsible, Freelance House Services is entitled to rely on that assessment. If You do not pay any excess due under this clause, Freelance House Services may also elect to set this amount off some or all of the excess paid by it against future moneys it may owe to You.

- 11.5. The Freelancer acknowledges and agrees that in the event that a claim is made relating to any services performed and/or goods provided by a Freelancer, and the insurance taken out by Freelance House Services (if any) does not respond to the claim or the claim is below the excess payable to the insurer, then this clause applies. Freelance House Services may elect to pay an amount to settle the claim. To the extent that the Freelancer was or would be liable for the amount of the claim, the amount paid by Freelance House Services may be recovered by Freelance House Services from the Freelancer. Freelance House Services may also elect to set this amount off against future moneys it may owe to the Freelancer.

## 12. FEEDBACK

- 12.1. You can complain about any comment made on the Freelance House Services Platform using the 'Report' function of the Freelance House Services Platform or contact Freelance House Services via the Freelance House Services Platform.
- 12.2. Freelance House Services is entitled to suspend or terminate Your account at any time if Freelance House Services, in its sole and absolute discretion, is concerned by any feedback about You, or considers Your feedback rating to be problematic for other Freelance House Services Users.

## 13. LIMITATION OF LIABILITY

- 13.1. Except for liability in relation to breach of Non-excludable Condition, to the extent permitted by law, Freelance House Services specifically disclaims all liability for any loss or damage (actual, special, direct, indirect and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed (including, without limitation, loss or damage relating to any inaccuracy of information provided, or the lack of fitness for purpose of any goods or service supplied), arising out of or in any way connected with any transaction between Employers and Freelancers.
- 13.2. Except for liability in relation to a breach of any Non-excludable Condition, to the extent permitted by law, Freelance House Services specifically disclaims all liability for any loss or damage (actual, special, direct, indirect and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed (including, without limitation, loss or damage relating to any inaccuracy of information provided, or the lack of fitness for purpose of any goods or service supplied), arising out of or in any way connected with any transaction between You and any Third Party Service provider who may be included from time to time on the Freelance House Services Platform.

- 13.3. Except for liability in relation to a breach of any Non-excludable Condition, and to the extent permitted by law, Freelance House Services is not liable for any Consequential Loss arising out of or in any way connected with Our Services.
- 13.4. Except for liability in relation to a breach of any Non-excludable Condition, Freelance House Services' liability to any User of the Freelance House Services Service is limited to the total amount of payment made by that User to Freelance House Services during the twelve month period prior to any incident causing liability of Freelance House Services, or £35, whichever is greater.
- 13.5. Freelance House Services' liability to You for a breach of any Non-excludable Condition (other than a Non-excludable Condition that by law cannot be limited) is limited, at our option to any one of resupplying, replacing or repairing, or paying the cost of resupplying, replacing or repairing goods in respect of which the breach occurred, or supplying again or paying the cost of supplying again, services in respect of which the breach occurred.

#### 14. PRIVACY

- 14.1. Freelance House Services' Privacy Policy, which is available at <https://www.freelancehouseservices.com/privacy>, applies to all Users and forms part of this Agreement. Use of the Freelance House Services Platform confirms that You consent to, and authorise, the collection, use and disclosure of Your Personal Information in accordance with Freelance House Services' Privacy Policy.
- 14.2. Third Party Service providers will provide their service pursuant to their own Privacy Policy. Prior to acceptance of any service from a third party, You must review and agree to their terms of service including their privacy policy.
- 14.3. Freelance House Services will endeavour to permit you to transact anonymously on the Freelance House Services Platform. However, in order to ensure Freelance House Services can reduce the incidence of fraud and other behaviour in breach of the Community Guidelines, Freelance House Services reserves the right to ask Users to verify themselves in order to remain a User.

#### 15. MODIFICATIONS TO THE AGREEMENT

- 15.1. Freelance House Services may modify this Agreement or the Policies (and update the Freelance House Services pages on which they are displayed) from time to time. Freelance House Services will send notification of such modifications to Your Freelance House Services account or advise You the next time You login.
- 15.2. When You actively agree to amended terms (for example, by clicking a button saying "I accept") or use the Freelance House Services Platform in any manner, including engaging in any acts in connection with a Job Contract, the amended terms will be effective immediately. In all other cases, the amended terms will automatically be effective 30 days after they are initially notified to You.
- 15.3. If You do not agree with any changes to this Agreement (or any of our Policies), You must either terminate your account or You must notify Freelance House Services who will terminate Your Freelance House Services account, and stop using the Freelance House Services Service.

#### 16. NO AGENCY

- 16.1. No agency, partnership, joint venture, employee-employer or other similar relationship is created by this Agreement. In particular You have no authority to bind Freelance House Services, its related entities or affiliates in any way whatsoever. Freelance House Services confirms that all Third Party Services that may be promoted on the Freelance House Services Platform are provided solely by such Third Party Service providers. To the extent permitted by law, Freelance House Services specifically disclaims all liability for any loss or damage incurred by You in any manner due to the performance or non-performance of such Third Party Service.

## 17. NOTICES

- 17.1. Except as stated otherwise, any notices must be given by registered ordinary post or by email, either to Freelance House Services' contact address as displayed on the Freelance House Services Platform, or to Freelance House Services Users' contact address as provided at registration. Any notice shall be deemed given:
- a. if sent by email, 24 hours after email is sent, unless the User is notified that the email address is invalid or the email is undeliverable, and
  - b. if sent by pre-paid post, three Business Days after the date of posting, or on the seventh Business Day after the date of posting if sent to or posted from outside United Kingdom.
- 17.2. Notices related to performance of any Third Party Service must be delivered to such third party as set out in the Third Party Service provider's terms and conditions.

## 18. MEDIATION AND DISPUTE RESOLUTION

- 18.1. Freelance House Services encourages You to try and resolve disputes (including claims for returns or refunds) with other Users directly. Accordingly, You acknowledge and agree that Freelance House Services may, in its absolute discretion, provide Your information as it decides is suitable to other parties involved in the dispute.
- 18.2. If a dispute arises with another User, You must co-operate with the other User and make a genuine attempt to resolve the dispute.
- 18.3. Freelance House Services may elect to assist Users resolve disputes. Any User may refer a dispute to Freelance House Services. You must co-operate with any investigation undertaken by Freelance House Services. Freelance House Services reserves the right to make a final determination (acting reasonably) based on the information supplied by the Users and direct the Escrow Provider to make payment accordingly. You may raise your dispute with the other User or Freelance House Services' determination in an applicable court or tribunal.
- 18.4. Freelance House Services has the right to hold any Agreed Price that is the subject of a dispute in the Escrow Account, until the dispute has been resolved.
- 18.5. Freelance House Services may provide access to a Third Party Dispute Service. If such a service is provided, either party may request the other party to submit to the Third Party Dispute Service if the parties have failed to resolve the dispute directly. Terms and conditions for the Third Party Dispute Service will be available on request. The Third Party Dispute Service is a Third Party Service and Users are responsible for paying any costs associated with the Third Party Dispute Service in accordance with the Third Party Dispute Service terms and conditions.

- 18.6. Disputes with any Third Party Service provider must proceed pursuant to any dispute resolution process set out in the terms of service of the Third Party Service provider.
- 18.7. If You have a complaint about the Freelance House Services Service please contact us [here](#).
- 18.8. If Freelance House Services provides information about other Users to You for the purposes of resolving disputes under this clause, You acknowledge and agree that such information will be used only for the purpose of resolving the dispute (and no other purpose) and that you will indemnify Freelance House Services against any claims relating to any other use of information not permitted by this Agreement.

## 19. TERMINATION

- 19.1. Either You or Freelance House Services may terminate your account and this Agreement at any time for any reason.
- 19.2. Termination of this Agreement does not affect any Job Contract that has been formed between Freelance House Services Users.
- 19.3. Third Party Services are subject to Third Party Service provider terms and conditions.
- 19.4. Sections 4 (Fees), 13 (Limitation of Liability) and 18 (Mediation and Dispute Resolution) and any other terms which by their nature shall continue to apply, will survive any termination or expiration of this Agreement.
- 19.5. If Your account or this Agreement are terminated for any reason then You may not without Freelance House Services' consent (in its absolute discretion) create any further accounts with Freelance House Services and we may terminate any other accounts You operate.

## 20. GENERAL

- 20.1. This Agreement is governed by the laws of the United Kingdom. You and Freelance House Services submit to the exclusive jurisdiction of the courts in the United Kingdom.
- 20.2. The provisions of this Agreement are severable, and if any provision of this Agreement is held to be invalid or unenforceable, such provision may be removed and the remaining provisions will be enforceable.
- 20.3. This Agreement may be assigned or novated by Freelance House Services to a third party without your consent. In the event of an assignment or novation the User will remain bound by this Agreement.
- 20.4. This Agreement sets out the entire understanding and agreement between the User and Freelance House Services with respect to its subject matter.

Last Updated on March 22<sup>nd</sup>, 2019.