

FREELBEE BUSINESS USER AGREEMENT

Version of December 02, 2023

This document constitutes an offer by the Company to enter into an agreement for the provision of remote access to the Platform on the terms and conditions set out below.

This Agreement is open and public document. The text of the Agreement is posted on the Website. The Agreement enters into force from the date of posting on the Internet and shall remain in force until revoked.

This User Agreement for the use of the Company Business Service regulates the procedure for the use of the Platform by Clients.

This document is an offer of Company for User to enter into this Agreement. Acceptance of the offer is the creation of an Account by User.

After acceptance of the Agreement by User the parties of this Agreement are:

Company	FREEL PRIME PORTAL L.L.C., a company incorporated under law of United Arab Emirates, Register No. 2064919, License No. 1228768, having its registered office at Office No. 1101-225 King of Tides Ships Limited - Jebel Ali Al Wali, Dubai, UAE, represented by it's Manager, Mr. Denis Sevciuc.
User (Client)	Client, a legal entity, who agrees and joins the terms of the Agreement by creation of a Business Account and indication of its consent to the terms of the Agreement via functionality provided by the Service.

This Agreement constitutes entire agreement of Client with the following documents:

- General Terms and Conditions available on the Website;
- Freelancer User Agreement available on the Website;
- Privacy Policy available on the Website;
- KYC & AML Policy available on the Website.

These documents shall be accepted together with the Agreement.

By providing consent to this Agreement in applicable forms, User accepts terms of this Agreement together with above-mentioned documents as legally binding in full without any limitations.

By accepting terms of Agreement, User certifies that it has legal capacity to enter into legal relationships with the Company. To the extent permitted by applicable law, Company is not responsible for any actions that may be committed by persons lacking legal capacity.

1. TERMS AND DEFINITIONS

"Agreement"	This Business User Agreement for the use of the Company Platform.
"Account"	An Account to access and use the Platform by Client in accordance with the terms of the Agreement hereof.

“Administrator”	A natural person appointed by the Client, who has access rights to the Account and the right to act on behalf of and in the interests of the Client in performing actions within the Account. The Client is responsible for the actions of the Administrator himself.
“Clients”	Users who use Service to onboard Freelancers, perform due diligence, generate and execute Contracts, make payments to Freelancers for their works / services.
“Contracts”	Legally binding documents executed by Clients and Freelancers using the Platform’s Contract generation tool (or independently prepared by Clients and Freelancers) that describe the services to be provided by the Freelancer, payment terms, and other information regarding the legal relationship between a Client and a Freelancer.
“Freelancers”	Users who offer and perform services to Clients as described in Contracts and who receive payments from Clients through the Platform.
“Funds”	Are the funds payable to Freelancers for the services described in Contracts.
“Payment Service Provider(s)”	Third-party financial service providers with respect to payment of funds by Users hereunder, including, payments from Clients and settlement of Funds to Freelancers.
“Platform”	An interactive SaaS Platform that Clients and Freelancers use to interact with each other. The purpose of the Platform is to simplify the document flow, set and submit the Tasks to Freelancers, transfer the results of completed Tasks, payment of Funds to the Freelancers for the performance of a Task. Access to the Service is provided via the Internet at the address: https://freelbee.com .
“Privacy Policy”	The document, regulating the processing of personal data of Users by Company, located in the Internet at the address: https://freelbee.com .
“Representative” / “Client’s Representative”	A natural person authorized to act on behalf of the Client on the basis of the Articles of Association, power of attorney, or on other grounds established by applicable law.
“Service commission” / “Commission”	Commission charged by Company from each transaction of the Client in favor of the Freelancer.
“Services” / “Business Services”	Services on providing remote access to the Platform, namely Business Services, including to its separate options (functionality), provided by Company to Clients.
“Task(-s)”	Assignments from the Client to the Freelancer under the concluded Contract for performance of work or provision of services.
“Users”	Are Clients, Freelancers, mentioned together, which have authorized access to an Account.
“Website”	Website in the Internet with the URL: https://freelbee.com .

If the Agreement uses terms that are not specified in this section, and they are not defined precisely, then they must be interpreted in accordance with the application of the current legislation of the United Arab Emirates.

Anything not regulated by this Agreement shall be governed by the General Terms and Conditions.

1. AMENDMENT OF AGREEMENT

Agreement placed on the Website represents the most current version. Over time, the Company may unilaterally amend the Agreement, including complying with the latest changes in the applicable law and jurisprudence. All changes come into force from the moment they are published on this page, unless a different period is indicated in the text of the amendments. Company asks Users to regularly check this page for the latest version.

2. SUBJECT OF THE AGREEMENT

The subject of the Agreement is the provision by Company of Services to Clients, namely “Business Service” on the terms and conditions set forth in the Agreement.

Client shall not use the Service if the use of the Service by the Client violates law applicable to the Freelancer.

Client may not assign its rights under the Agreement to any third party without the prior consent of the Company. User shall be obliged to confirm the existence of such consent.

Client is solely responsible for his business activities and performance of contracts concluded with the Freelancers. Company may only assist the Client in concluding the Contract with the Freelancer.

The purpose of the Services provided under this User Agreement is to facilitate sending payments and documentation to Freelancers. Company does not act as a party to contractual obligations of Freelancers and Clients.

3. CLIENTS' ACCOUNT

In order to access and use Business Services, a Client is required to create an Account. Company conducts Client's due diligence before opening an Account. To apply for an Account, Client's Representative must provide all the necessary data provided for in the KYC & AML Policy complete the sign-up process.

To get complete access to the Business Service Client is obliged to pass the verification procedure according to the KYC & AML Policy. Upon successful pass of the verification procedure Client gets the opportunity to use the Business Service in accordance with the Terms and present Agreement.

Client may appoint an Account Administrator. Client is liable for any actions of its Administrator, and for any other person with access to its credentials or its Account.

Client's Representative shall also put a tick in the box next to the phrase:

[“I agree with the General Terms and Conditions and the User Agreement regulating the provision of Business Service. I agree with the terms of Privacy Policy and KYC & AML Policy”.]

Account cannot be created unless the Client's Representative puts ticks in the boxes.

After Client enters the necessary data and puts a tick in the box, Company will send the confirmation letter to the email address of the Client with the code. The confirmation letter will include the confirmation code, which is necessary to confirm the email address and which the Client must enter in the Personal Account. The Client shall create the password. Password can be changed later in the settings of the

Client's Account. After the Client receives the confirmation letter, the Account of the Client is deemed created, and this User Agreement between Company and the Client is considered concluded.

Despite the fact that the Company takes all the necessary measures to protect the Account of the Client from unauthorized access and provides the Client with a non-standard password, it is highly recommended to change the password provided to the Client after the creation of the Account. Company highly recommends the Client to set a non-standard password, which includes various types of symbols. If the Client does not change the password after the creation of the Account or sets a standard password consisting of one type of symbols, Company may consider such actions as a violation of this User Agreement.

Client shall not provide access to the Account to any third party without the prior written permission of the Company. Violation of this obligation leads to immediate termination of the Terms and ban of the Account.

4. BUSINESS SERVICES

Through the Business Service, Client is able to perform the following actions and use the following functionality:

- Make Tasks available for performance from time to time via the Platform, with which the Freelancer may get acquainted via its Account;
- Send information about the Tasks, including deadlines, costs, and the Client's requirements;
- Conclude Contracts with Freelancer for the performance of work / rendering of services for the fulfillment of the Tasks;
- Pay remuneration under the Contracts for the work performed / services rendered under the Tasks;
- Choose different payment methods and Payment service providers;
- Get information about the status of the Task and its completion;
- Use contracts and reporting documents templates available in Client's Account;
- Exchange messages via the Platform;
- Get reporting documents from Freelancer under the Contract.

Client shall conclude Contract with the Freelancer for the provision of services / performance of work. Client is free to use templates available in its Account or use its own templates as described in the Terms.

5. PAYMENT OF FUNDS TO FREELANCERS

Clients may pay Funds under Contracts in favor of Freelancers using different payment methods and in different currencies.

Company's Payment Service Providers will provide all payment services, including withdrawal services. Company does not make settlements between Freelancers and Clients. When transferring Funds to the Freelancer, Client chooses a payment method and accepts the terms, rules, offers of a particular Payment service provider. Payment service provider is responsible for transferring the Funds to the Freelancer in accordance with its terms and regulations.

Company's participation in settlements between the Client and the Freelancer is limited solely to the provision of the Platform functionality and the ability to make settlements through Payment service providers.

Client shall pay for the use of the Service. Client pays fees from the transactions carried out using the Service. The amount of Fees is specified on the Website.

7. PAYMENT METHODS AND PAYMENT SERVICE PROVIDERS

Company's Payment Service Providers will provide, including withdrawal services all payment services. Company does not and will not provide banking, deposit taking, stored value, escrow, insurance or any other financial service to Users.

To facilitate payments through the Service, Company partners with a variety of Payment Service Providers, including payment gateways, money transmitters, wallet providers, credit and debit card payment processors, merchant acquirers, and merchant acquiring banks.

Depending on the location, some payment methods may not be available to some Clients, and Company cannot guarantee that Client will be able to use any payment method in connection with the Services even in locations where preferred payment method is available for use. Depending on the desired payment method, Client may be required to enter into a separate agreement with the applicable Payment Service Provider.

Client's use of any payment method is subject to the terms and conditions of the applicable Payment Service Provider's rules and regulations and a separate agreement with them. Company will not be liable to Client for any losses Client suffer using any Payment service provider. Company is not a party to Client Payment Service Provider agreement and will not intervene in any disputes related to payments Client makes or receives using any third-party payment method.

Solely to protect against money laundering, terrorist financing, fraud, unauthorized transactions or as otherwise required by applicable law, Company and Payment Service Providers will collect, store and analyze User payment information. For more information on how Company uses User's payment information, see Privacy Policy. Payment Services Providers may also collect payment information necessary for processing User payments. Except for payment amount and payment status details stored in your dashboard, the Company does not have access to payment information provided to Payment Services Providers, and such information will be subject to the privacy policy of each Payment Service Provider.

Client acknowledges and agrees that it will comply with any Payment Service Providers' terms of service or other agreement between Client and the Payment Service Provider. Company will not be held liable for any losses or damages, direct or indirect, pecuniary or non-pecuniary, resulting from the actions or omissions of any Payment Service Providers, and we expressly disclaim any responsibility in this regard.

Any fees for use of Payment Service Providers to make payments or receive payments will be borne by the Client. Any fees imposed on Client by Payment Service Providers are in addition to any fees payable to Company.

By using any payment method and providing payment information to any Payment Service Provider, Client represents and warrants that Client is the owner, or authorized representative of the owner of the bank account or payment method account it uses to send payments, and that Client is legally authorized to send payments using such accounts.

8. INTELLECTUAL PROPERTY RIGHTS

Parties have agreed that no creation of Intellectual Property Right or transfer of the exclusive right over such Intellectual Property Rights shall take place under this Agreement.

Company hereby grants to User a worldwide non-exclusive, non-transferable license on a royalty-free basis to use the Platform only in accordance with the functionality available for User. Upon termination of the Agreement, User shall cease making use of Platform.

For avoidance of doubt, Company is the exclusive owner of Platform and all of the Intellectual Property Rights over Platform, including software and copyrights.

Company shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Platform any suggestions, enhancement requests, recommendation or other feedback provided by Users, relating to the operation of the SaaS Services.

9. LIABILITY

Client is liable before the Freelancer for paying for the work of the Freelancer.

Freelancer is liable before the Client for the performance of the Task under Contract.

Company bears no liability before the Client for the impossibility of the Client to pay Funds to Freelancer due to the restrictions established by laws of the Client's country of residence or by the bank of the Client.

Company bears no liability before the Freelancer for the correctness of information contained in the Task under Contract issued by the Client.

Company bears no liability before the Freelancer for the actions of Client, including non-payment for the work of the Freelancer.

Company bears no liability before the Client for the actions of the Freelancer, including non-performance of the Task issued by the Client under Contract.

10. EFFECT AND TERMINATION OF THE AGREEMENT

The Agreement enters into force upon the moment when User registers an Account on the Platform and indicates its consent to the present Agreement, Terms of use of the Platform, Privacy Policy via the functionality of the Service.

The Agreement remains in force during the entire period of existence of the User's Account.

The Agreement may be terminated early by mutual agreement of the Parties or unilateral refusal of the Agreement. The termination of the Agreement shall be settled outside the court.

The termination of the Agreement does not release the Parties from liability for its breach. User is entitled to unilaterally refuse the Agreement by deleting its Account on the Platform.

11. FINAL PROVISIONS

All warranties and restrictions of Company's liability established in the Terms apply to the provision of Business Services under this User Agreement.

All rules on indemnities established in the Terms apply to the provision of Business Services under this User Agreement.

The provisions on applicable law and dispute resolution procedure provided for in the Terms apply to this User Agreement.

CONTACT INFORMATION

FREEL PRIME PORTAL L.L.C.

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