FREELBEE GENERAL TERMS AND CONDITIONS

Version of December 02, 2023

These Terms define the general rules for the use of the Services provided by the Company.

These Terms are open and public document. The text of Terms is posted on the Website.

1. TERMS AND DEFINITIONS

"Account"	An Account to access and use the Platform by User in accordance with the Terms.
"Company", "We", "Us"	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", or "Users", "You"	Means a person or a legal entity using the Services of Company in accordance with the Terms, including Freelancers and Business Users. The term "User" also applies to representatives of Users who are natural persons in case the User is a legal entity.
"Terms"	These General Terms and Conditions.
"Client"	Means a legal entity which uses "Business Service" and with which Freelancer concluded a contract for provision of services, performance of works.
"Freelancer"	Means a person who uses "Freelance Service" and acts as the contractor under the contract concluded with Client.
"Privacy Policy"	The document, regulating the processing of personal data of Users by Company, located in the Internet at the address: freelbee.com.
"Services"	SaaS Services on providing remote access to the Platform, including to its separate options (functionality) provided by the Company.
"Freelancer Service"	Services on providing remote access to the Platform according to Freelancer User Agreement provided by the Company.
"Business Service"	Services on providing remote access to the Platform according to Business User Agreement provided by the Company.
"Website"	Website on the Internet with the URL: freelbee.com.

If Terms use 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.

1. ELIGIBILITY

We make the Platform and the Services available to Users 18 years of age or older. If you are aged between 16 and 17, you confirm that you have the permission and consent of a parent or legal guardian prior to utilizing the Platform and the Services. In cases where you are under 18, or if law prohibits such usage, you may not create an Account or use the Services.

You must be a human to open an Account. Accounts registered by "bots" or other automated methods are not permitted. You may not maintain more than one Account at a time.

By applying for an Account and using the Services, you represent and warrant that you are of legal age to form a binding contract and meet all of the foregoing eligibility requirements.

If you do not meet these requirements, you may not access or use the Services or apply for an Account. Company may refuse to provide an Account for any individual or entity at its sole discretion.

2. AMENDMENT OF TERMS

Terms placed on the Website represent the most current version. Over time, the Company may unilaterally amend Terms, 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.

3. GENERAL TERMS FOR THE PROVISION OF THE SERVICES

These Terms govern the use of the Services by all categories of Users (both Freelancers and Clients).

The Services are provided to the Users on the "as is" basis through the Website. Company does not bear any responsibility for the lack of any functions on the Website that are necessary for conclusion or performance of contracts concluded between Users and Clients.

Company does not bear any responsibility for the breach of contract concluded between a User and a Client caused by any irregularities in the work of the Website.

User is solely responsible for the safety and confidentiality of identification data (login and password). All actions performed through the User's Account using the login and password deems to have been performed by User, and User shall be responsible for such actions.

4. SERVICES PROVIDED TO USERS

Under these Terms, Company provides Services to Users according to:
- Freelancer User Agreement, available on the Website;
- Business User Agreement, available on the Website.

Company has the full discretion to amend the list of the Services provided to Users. If Company removes or adds new Services provided to Users, Company will provide Terms with necessary changes and will post the updated version of the Terms on the Website.

The use Service is regulated by the User Agreements designed specifically for each of the types of Services (Freelancer Service and Business Service). While using any of the Services, the User shall be guided by the User Agreement drafted for such Service. User Agreements are the essential parts of the

Terms. While applying the User Agreement, the terms and definitions used in the User Agreement shall be construed in accordance with these Terms.

While using Services, Users shall take into account that some of the Services can be provided only to specific categories of Users. For example, Freelance Service is only available to Freelancers, while Business Service is only available to Business Users. The User Agreements establish the criteria for the specific categories of Users that have the right to use the specific Service. If the User does not qualify for the specific category of Users, Company is entitled to refuse the provision of the Service.

If any provision of the User Agreement contradicts the provision of the Terms, the provision of the User Agreement shall apply.

5. ACCOUNTS ON THE PLATFORM

In order to access and use the Services, User is required to create an Account. To apply for an Account, User must provide its data according to the Agreements and KYC & AML Policy.

User shall promptly disable access to the Platform if User believes its Account has been compromised or stolen, and shall immediately notify Company if User believes its Account credentials have been compromised or stolen, and in case of any unauthorized access to or use of User's Account.

Company will not be liable for any losses or damage arising from unauthorized use of User's Account or password, and User agrees to indemnify and hold Company harmless for any unauthorized, improper or illegal use of User's Account and any charges and taxes incurred, unless User has notified Company via email at hello@freelbee.com that User's Account has been compromised and has requested that Company block access to it, which Company will do as soon as reasonably practicable.

Company will attempt to prevent unauthorized transactions or other activity using User's Account, and Company will assist User in case its Account is compromised.

Company does not police for and cannot guarantee that it will learn of or prevent any inappropriate use of the Services. User is solely responsible for any financial or other loss that results from unauthorized access to the User's Account. Company may suspend access to User's Account in case of suspicion that User's Account has been compromised.

User 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.

6. FUNCTIONALITY OF THE PLATFORM

Clients are entitled to entrust the performance of work or services to Freelancers in the form of tasks, available for performance from time to time via the Platform, with which the Freelancer may get acquainted via its Account.

Freelancer, accepting a Task for performance, shall conclude Contract with the Client for the provision of services / performance of work.

Freelancer and Customer may, by mutual agreement, independently choose the procedure for concluding the Contract. Freelancer and Client are entitled to use templates of contracts and reporting documents offered by the Company when creating a Task. Freelancer and the Client are also entitled to use their own documents - in this case, the Company does not check the correctness of the document and takes into account only the data entered in the Task form.

Freelancer and Client are able to exchange messages via the Platform. When performing works / rendering services, Freelancer is able to submit a request to the Client to provide necessary data and

materials for the performance of the Contract and exchange messages on other matters related to the Contract.

The types and amounts of fees for Services are available on the Websites.

7. USER'S OBLIGATIONS

User shall comply with all applicable local, state, national and foreign laws in connection with its use of the Platform, including those laws related to data privacy, international communications, and the transmission of technical or personal data. User acknowledges that Company exercises no control over the content of the information transmitted by User through the Platform. User shall not upload, post, reproduce or distribute any information, software or other material protected by copyright, privacy rights, or any other intellectual property right without first obtaining the permission of the owner of such rights.

User shall:

- Notify Company immediately of any unauthorized use of any password or User ID or any other known or suspected breach of security;
- Report to Company immediately and use reasonable efforts to stop any unauthorized use of the Platform that is known or suspected by User;
- Not provide false identity information to gain access to or use the Platform.

User is solely responsible for collecting, inputting and updating all User's Content stored on the Platform, and for ensuring that the User's Content does not:

- Include anything that actually or potentially infringes or misappropriated the copyright, trade secret, trademark or other intellectual property right of any third party,
- Contain anything that is obscene, defamatory, harassing, offensive or malicious.

Subject to the terms and conditions of Terms, User shall grant to Company a limited, non-exclusive and non-transferable license, to copy, store, configure, perform, display and transmit User's Content solely as necessary to provide the SaaS Services to User.

8. RESTRICTIONS

User may not use the Platform and/or Services for any illegal, fraudulent or unauthorized purposes. User may not use the Services to violate intellectual property laws, or any other laws in User's jurisdictions that are applicable to the User. User may not use the Services for personal, household, family, consumer or other non-commercial purposes. User may only use the Services for bona fide internal business purposes in accordance with the terms hereof.

User agrees that it will not transmit, submit or upload any User's Content to the Platform and/or Services or act in any way that:
(i) Restricts or inhibits use of the Services;
(ii) Imposes an unreasonably or disproportionately large load on our infrastructure;
(iii) Violates the legal rights of others, including defaming, abuse, stalking or threatening Users;
(iv) Infringes (or results in the infringement of) the intellectual property rights, moral rights, publicity, privacy, or other rights of any third party;
(v) Is (or you reasonably believe or should reasonably believe to be) stolen, illegal, counterfeit, fraudulent, pirated, violent or unauthorized, or in furtherance of any illegal, counterfeiting, fraudulent, pirating, unauthorized, or violent activity, or that involves (or you reasonably believe or should reasonably believe to involve) any stolen, illegal, counterfeit, fraudulent, pirated, or unauthorized material;
(vi) Does not comply with all applicable laws, rules and regulations; or

(vii) Posts, stores, transmits, offers, or solicits anything that contains the following, or that you know contains links to the following or to locations that in turn contain links to the following: (a) material that we determine to be offensive (including material promoting or glorifying hate, violence, bigotry, or any entity (past or present) principally dedicated to such causes or items associated with such an entity), (b) material that is racially or ethnically insensitive, defamatory, harassing or threatening, (c) pornography or obscene material, (d) any virus, worm, Trojan horse, or other harmful or disruptive component; or (e) anything that encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law or regulation or is otherwise inappropriate or offensive.

9. WARRANTIES

Company represents and warrants that it will provide the Services in a professional manner consistent with general industry standards.

Company warrants that the Services will perform in all material respects in accordance with the documentation posted on the Website. Company does not guarantee that the Services will be performed error-free or uninterrupted, or that Company will correct all Services errors. User acknowledges that the Company does not control the transfer of data over communications facilities, including the Internet, and that the Service may be subject to limitations, delays, and other problems inherent in the use of such communications facilities.

This section sets forth the sole and exclusive warranty given by Company (express or implied) with respect to the subject matter of these Terms. Neither Company nor any of its licensors or other suppliers warrant or guarantee that the operation of the Platform will be uninterrupted, virus-free or error-free, nor shall Company or any of its service providers be liable for unauthorized alteration, theft or destruction of customer's or any user's data, files, or programs.

By accepting these Terms, the User confirms and guarantees to Company that:

- User has indicated its true data (including personal data) about when registering in the Account;

- User consents to the processing of personal data indicated during registration in the Account in accordance with these Terms, as well as Privacy Policy, posted on the Website;

- User agrees with the terms and conditions of these Terms, fully understands the subject matter of the Agreement, fully understands the meaning and consequences of its actions in relation to the conclusion and execution of Terms;

- The use of the Platform shall be made by User only for lawful purposes and by lawful means, subject to applicable law;

- User understands that the use of the Platform may involve third party fees (e.g. Internet service provider fees, payment service providers fees, payment commissions of services, etc.). User is solely responsible for these charges. In addition, User is responsible for all equipment required by the User to access the Platform.

10. CONTRACTS

When entering into a Contract Client and the Freelancer may at their discretion:
1 - Use the text of the Contract proposed by the Company and sign it via the Service in the manner specified in the Terms;

2 - Sign their own text of the Contract in another way and upload a scan copy of the Contract to the Personal Account.

Users sign the Contract proposed by the Company when forming each Task. The text of the Contract proposed by the Company is recommended but not binding for Users, and the Company is not responsible for its quality.

When Client and the Freelancer sign sign the Contract proposed by the Company they agree with this Contract by putting a tick in the box with the following text:

For Freelancer:
By putting a tick in the box, I agree with the terms and conditions of the Contract. All the data I've provided is correct. I understand that when I click the "I agree" button, I am entering into a Contract with Client as a Contractor on the terms and conditions described therein.
For Client:
By putting a tick in the box, I agree with the terms and conditions of the Contract. All the data I've provided is correct. I understand that when I click the "I agree" button, I am entering into a Contract with Contractor as a Client on the terms and conditions described therein.

If the Client and the Freelancer sign their own text of the Contract, the signed Contract can be uploaded to the Personal Account of the Service, each of the Parties can study the text of the uploaded Contract.

When Client and the Freelancer sign their own text of the Contract they agree with this Contract by putting a tick in the box with the following text:
"By putting a tick in the box, I agree with the terms and conditions of the downloaded text of the Contract. I guarantee that all the data I've provided in this Task form is correct and fully comply with the downloaded text of the Contract. In case of any contradictions between the data provided in the Task form and in the text of the downloaded Contract, the data provided in the Task form shall prevail. For the sake of clearance for settlement purposes Freelbee shall use only the data provided in the Task form."

Contract is uploaded by Users when each Task is generated. Users acknowledge that it is their responsibility to check the text of their own Contract and the data entered when completing the form when submitting a Task match. Users undertake to check that the data in the Task form corresponds to the data in their Contract text. Users acknowledge that in such cases the Company does not study the text of the Contract drawn up by Users. The Company takes into account only the data inserted in the forms when submitting a Task.

Company is not a law firm. The Contract template available to User on the Platform is made available to User for informational purposes only and are not a substitute for the advice of an attorney, and may not be relied upon by User in any manner whatsoever with regard to the legality or sufficiency of such materials for User's situation or needs.

The Platform provides templates and other automated document generation tools for Users to prepare, create and execute Contracts, document work progress, and fill out and submit Forms to tax authorities. The information Company provides is a compilation of frequently encountered legal and compliance issues generally applicable to engagements between Freelancers and Clients, and is not intended to be comprehensive of matters specific to your circumstances.

At no time does the Company review User's Contracts, or other documents or the information User input for legal sufficiency, draw legal conclusions, provide legal advice or apply the law to the facts of User's particular situation or needs.

Company makes no express or implied warranties or representations, and Company has no liability to User with respect to the information and data Company provides to User on the Platform or in connection with the Services.

Use of the Platform by User, and any content or information obtained through the Platform is at User's own risk. The Platform, as well as content and information obtained through the Platform are provided on an "as is" and "as available" basis, without any express or implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance or any other. Neither Company nor its affiliates make any warranty or representation with respect to the completeness, security, reliability, quality, accuracy or availability of the Services or information obtained by User through the Platform. The foregoing does not affect any warranties, which cannot be excluded or limited under applicable law.

Company assumes no liability for any acts or omissions of any Freelancer, Freelancer 's failure to provide the services to the Client, or Client's failure to pay amounts owed to a Freelancer.

Under no circumstances Parties will be liable for special, incidental or consequential damages, including, without limitation, loss profit or losses resulting from business interruption, even if Parties have been advised of the possibility or likelihood of such damages.

Parties will not be liable for any delay, loss or damage attributable to any service, product or action of any third party.

Company cannot guarantee or warrant that the performance of Company 's API, the links to its website, or the interface, will be uninterrupted. Company shall not be liable for any error in the implementation of the links on Partner's website or for any malfunction of the links.

11. LINKS TO OTHER WEBSITES OR SERVICES

Platform may contain links to third-party websites or services that are not owned or controlled by the Company. Platform may also allow User to import or interface with third-party applications or services.

Company has no control over, and assumes no responsibility for the content, privacy policies, or practices of any third-party websites or services. Company does not warrant or guarantee the offerings of any of these third-party services, their services, or their websites.

Company will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such third party web sites or services.

12. USER'S CONTENT

Certain types of content may be made available through the Services. Except as expressly set forth in these Terms, Company disclaims any and all liability in connection with the content and/or User content.

Company may, at its sole discretion, choose to monitor User Content for inappropriate or illegal behavior, including through automatic means, provided however, that Company reserves the right to treat User Content as content stored at the direction of users for which Company will not exercise editorial control except when violations are directly brought to Company's attention.

Company is not responsible for the accuracy, usefulness, safety, appropriateness of, or infringement of any intellectual property rights of or relating to this Content (including but not limited to the User Content). Company is not responsible for the use of any Personal Data that User discloses on the Platform or through any User Content by any third party.

13. DATA PROTECTION

Privacy Policy governs personal Data of Users who create and manage Accounts.

Company and User shall each provide the other with all assistance and cooperation reasonably necessary to enable the other party to meet its obligations under and demonstrate compliance with data protection legislation with respect to Personal Data.

For the sake of clearance, these Terms do not cover the relationship with User's data processing.

14. 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 these Terms.

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 these Terms, 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.

15. APPLICABLE LAW AND PROCEDURE FOR THE SETTLEMENT OF DISPUTES

These Terms shall be governed by and construed in accordance with Federal laws of the United Arab Emirates and the laws of the Emirate of Dubai. Any matters not expressly addressed in these Terms shall be subject to the applicable Federal laws of the United Arab Emirates and the laws of the Emirate of Dubai.

Any disputes arising under or in connection with these Terms shall be subject to the exclusive jurisdiction of the courts of Dubai. The parties agree to submit to these courts and waive any objections to the convenience or propriety of such forum.

16. COMMUNICATIONS FROM COMPANY

By creating an Account on Platform you agree that Company may contact you in relation to the Services. By creating an Account User also agrees to subscribe to newsletters and/or marketing materials and/or other promotional information Company may send to User.

However, User may opt-out of receiving any, or all, of these marketing communications from Company by following the unsubscribe link or instructions provided in any email sent by Company.

17. ELECTRONIC INTERACTION OF THE PARTIES

The use by User of an Account with a unique login and password (access code to Account) is equated to the use by User of a simple electronic signature. Electronic documents, signed by a simple electronic signature, are equivalent to paper-based documents, signed by a hand-written signature.

User as the person who creates and uses a key of a simple electronic signature undertakes to respect its confidentiality and not to hand over a key to third persons who do not have proper authority to act on behalf of User in commercial relations with the User. User independently bears risks of third persons improper access to its Account and performing actions on behalf of the User, including the risk of withdrawal of money from the User's account in its Account.

18. FINAL PROVISIONS

A waiver of any right or remedy under Terms or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by either Party to exercise any right or remedy provided under Terms or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy.

In the event that any part of Terms is found to be unenforceable, the remainder will continue in effect, to the extent consistent with the intent of Parties.

Except as expressly set forth in Terms, the exercise by either party of any of its remedies under Terms will be without prejudice to its other remedies under Terms or otherwise.

CONTACT INFORMATION
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Register No. 2064919
License No. 1228768
Address: Office No. 1101-225 King of Tides Ships Limited - Jebel Ali Al Wali, Dubai, UAE
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