

FREELBEE FREELANCER 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 Freelancer Service regulates the procedure for the use of the Platform by Freelancers.

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 (Freelancer)	A natural person (Freelancer) who agrees and joins the terms of the Agreement by creation of a Freelancer Account and indication of its consent to the terms of the Agreement via functionality provided by the Service.

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

- General Terms and Conditions available at the Website;
- Business User Agreement available at available at the Website;
- Privacy Policy available at available at the Website;
- KYC & AML Policy available at 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 Freelancer User Agreement for the use of the Company Platform by Freelancers.
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“Account”	An Account to access and use the Platform by Freelancer in accordance with the terms of the Agreement hereof.
“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.
“Funds”	Are the funds payable to Freelancers for the services described in Contracts.
“Freelancers”	Users who offer and perform services to Clients as described in Contracts and who receive payments from Clients through the Platform.
“Freelancer Service”	Services on providing remote access to the Platform according to Freelancer User Agreement provided by the Company.
“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 .
“Services” / “Freelancer Services”	Services on providing remote access to the Platform, namely Freelancer Services, including to its separate options (functionality), provided by Company to Freelancers.
“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 Freelancers, namely “Freelancer Service” on the terms and conditions set forth in the Agreement. Under this User Agreement, Freelancer is entitled to receive payments from Freelancer’s Clients.

The main requirement for use of Freelance Service is that the professional activity of the Freelancer complies with laws and regulations applicable to the Freelancer. Freelancer shall not use the Service if the use of the Service by the Freelancer violates law applicable to the Freelancer.

Freelancer 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.

Freelancer is solely responsible for his business activities and performance of Contracts concluded with the Clients. Company may only assist the Freelancer in concluding the contract with the Client and receiving the payment from the Client.

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

3. FREELANCER’S ACCOUNT

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

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

The Freelancer 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 Freelance Service. I agree with the terms of Privacy Policy and KYC & AML Policy”.]

Account cannot be created unless the Freelancer puts ticks in the boxes.

After the Freelancer enters the necessary data and puts a tick in the box, the Company will send the confirmation letter to the email address of the Freelancer with the code. The confirmation letter will include the confirmation code, which is necessary to confirm the email address and which the Freelancer must enter in the Personal Account. The Freelancer shall create the password. Password can be changed later in the settings of the Freelancer’s Account. After the Freelancer receives the confirmation letter, the Account of the Freelancer is deemed created, and this User Agreement between Company and the Freelancer is considered concluded.

In order to make the Account into a Verified Account, the Freelancer shall provide Company with the additional personal information according to KYC & AML Policy.

Despite the fact that the Company takes all the necessary measures to protect the Account of the Freelancer from unauthorized access and provides the Freelancer with a non-standard password, it is highly recommended to change the password provided to the Freelancer after the creation of the Account. Company highly recommends the Freelancer to set a non-standard password, which includes various types of symbols. If the Freelancer 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.

Freelancer 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. FREELANCE SERVICES

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

- Receive information about the Tasks, including deadlines, costs, and the Client's requirements;
- Conclude Contracts with Client for the performance of work / rendering of services for the fulfillment of the Tasks;
- Receive remuneration under the Contracts for the work performed / services rendered under the Tasks;
- Exchange messages via the Platform;
- Provide the Client with reporting documents under the Contract.

Company does not act as a contractor, subcontractor intermediary within the relationship between the Client and the Freelancer. Company is not involved in any way in the relationship of work/service fulfillment under Contracts and Tasks.

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.

Once works / services are complete, Freelancer notifies Client of the Task completion and sets in the Task card, displayed in its Account, the status "Submitted for acceptance". If applicable, Freelancer, before setting the Task's status, uploads the result of works / services to the appropriate section in the Account.

5. PAYMENT METHODS AND PAYMENT SERVICE PROVIDERS

Company's Payment Service Providers will provide all payment services, including withdrawal services. Company does not make settlements between Freelancers and Clients.

When Freelancer withdraws Funds received in the Account, Freelancer chooses the withdrawal currency. Depending on the desired payment method, Freelancer may be required to enter into a separate agreement with the applicable Payment Service Provider.

Freelancer'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 Freelancer for any losses Freelancer suffers using any Payment service provider. Company is not a party to Freelancer Payment Service Provider agreement and will not intervene in any disputes related to payments Freelancer makes or receives using any third-party payment method.

Freelancer acknowledges and agrees that it will comply with any Payment Service Providers' terms of service or other agreement between Freelancer 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 expressly disclaims any responsibility in this regard.

Company is not a banking or financial institution and does not operate as such. Company does not provide any financial services to Freelancers.

User acknowledges that for certain transactions Freelancer's card's issuing bank may charge a foreign transaction fee or other charges.

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 Freelancer payment information. For more information on how Company uses Freelancer's payment information, see Privacy Policy. Payment Services Providers may also collect payment information necessary for processing Freelancer 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.

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

6. 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.

7. 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.

8. 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.

Address: Office No. 1101-225 King of Tides Ships Limited - Jebel Ali Al Wali, Dubai, UAE

E-mail: hello@freelbee.com