FREELBEE GENERAL TERMS AND CONDITIONS

Version of February 20, 2024

These Terms define the 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.

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

Your access to and use of the Services we make available to you on the Platform is conditioned upon your acceptance of and compliance with these Terms.

These Terms apply to all visitors, users and others who wish to access or use the Services. By accessing or using the Services, you agree to be bound by these Terms and to receive all communications and notices from us electronically. If you disagree with any part of the Terms, then you do not have our permission to access the Service.

TERMS AND DEFINITIONS

Account	Account to access and use the Platform by User in accordance with the Terms.
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. Client is responsible for the actions of the Administrator himself.
Business Service	Services on providing remote access to the Platform according to Business User Agreement provided by the Company.
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 its Manager, Mr. Denis Sevciuc.
Client	A legal entity which uses "Business Service" and with which Freelancer concluded a contract for provision of services, performance of works.
Contract	Contract concluded between Client and Freelancer.
Freelancer Service	Services on providing remote access to the Platform according to Freelancer User Agreement provided by the Company.
Freelancer	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 on the Internet at the address: freelbee.com.

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.
Remuneration	Funds payable by Client to Contractor for the performance of works and/or services under the Task and Contract.
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 fees	Commission charged by Company from each transaction of the Client in favor of the Freelancer.
Services	SaaS Services on providing remote access to the Platform, including to its separate options (functionality) provided by the Company.
Task(-s)	Assignments from the Client to the Freelancer under the concluded Contract for performance of work or provision of services.
Terms	These General Terms and Conditions.
Website	Website on the Internet with the URL: freelbee.com.

If Terms use definitions 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.

GENERAL ISSUES ABOUT THE SERVICE

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

Fees:
- Registration is **free** for all Users.
- Freelancers use the Service **free of charge**.
- Clients pay only Commissions fees for each transaction, which include Company's commission and Payment service provider's commissions.
- We charge **no** subscription fee.
- We may modify Client's Service Fees upon at least **30 calendar days** advance notice. If you do not agree to the fee change, you must terminate the use of Services.

Payments:
- Clients make payments to Freelancers through the Platform using supported payment methods.
- Company does not make settlements between Clients and Freelancers.

- Freelancers receive owed funds after every payout until the Contract is terminated by either Client or Freelancer.
- Client determines the debt currency of Contract. After receiving the funds, Freelancer has the right to convert the amount into another currency or cryptocurrency via Payment service providers and withdraw the funds at the exchange rate on the date of conversion.

Responsibility:
- Client is solely responsible for its business activities and performance of Contracts concluded with the Freelancers. Company may only assist the Client in concluding the Contract with the Freelancer.

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.

Company enables businesses to manage relationships with independent contractors. You may register on the Platform as either "Freelancer" or "Client". Depending on the designation of you're Account, different Services may be available to you.

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.

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.

Company may, at its sole discretion and at any time, modify or discontinue providing the Services or any part thereof without notice.

3. SERVICES PROVIDED TO USERS

3.1. General description

While using Services, Users shall consider 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.

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 Client 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 considers 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.

3.2. 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.

3.3. Freelancer 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 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 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.

4. SERVICE FEES

Service fees details are set forth on our Pricing Page on the Website. Client hereby agrees to pay the Service fees to Company. Service Fees include Payment service provider's commissions. Service fees differ depending on the payment method, Payment service provider.

The payment plan will be charged at the moment Client issues a payment to a Freelancer on the Platform as an additional amount. A separate invoice will be generated and will be located in the Personal Account.

Company may modify Client's Service Fees at any time and in its sole discretion upon at least 30 calendar days advance notice. If you do not agree to the fee change, you must terminate the use of Services at least calendar 5 days prior to the end of use by sending Company notice of termination via email. Your continued use of the Services after the Service Fees change becomes effective constitutes your consent to the new Service Fees terms.

5. PAYMENT METHODS

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

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.

Depending on the location, some payment methods may not be available to some Users, and Company cannot guarantee that User 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, User may be required to enter into a separate agreement with the applicable Payment Service Provider.

User'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 User for any losses User suffer using any Payment service provider. Company is not a party to User Payment service provider agreement and will not intervene in any disputes related to payments User 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.

User acknowledges and agrees that it will comply with any Payment service providers' terms of service or other agreement between User 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 User. Any fees imposed on Client by Payment service providers are included in Service fees payable to Company.

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

6. SETTLEMENT PROCEDURE BETWEEN CLIENT AND FREELANCER

Currency exchange rates as well as cryptocurrency exchange rates for the purposes of settlements between Clients and Contractors shall be set on the Platform.

Company has the right to change currency and cryptocurrency rates on the Platform at any time without prior notice to Users.

At the moment of payment of Remuneration for Contracts and Tasks, Users can see the currency and cryptocurrency exchange rates current at the moment of payment.

By making a payment through the Service Users accept the currency and cryptocurrency exchange rates that are current at the time of paymentю

The amount of Remuneration for each Task and currency of the payment are set in Task description. Freelancer accepting Task for performance, agrees with the set amount of Remuneration.

Remuneration is paid by Client to Contractor through the functionality of the Service using the payment details of the Contractor specified in the Task.

When forming a Task, the Client specifies the amount of the Contractor's Remuneration and the currency of remuneration (debt currency). The currency of the debt shall be determined by Client. The currency of the Task can be cryptocurrency as provided by Payment service providers.

Remuneration under each Contract may be paid in one of the following ways:
- In the same currency, as specified in the specific Task.
- In a fiat currency other than the currency specified in the Task in the amount equivalent to the amount of remuneration at the currency exchange rate set by the Platform at the time and date of payment (the list of fiat currencies, the provision of which is possible, is indicated on the Platform).
- In the form of granting a crypto asset in the amount equivalent to the amount of remuneration at the currency exchange rate set by the Platform at the time and date of payment (the list of fiat currencies in which payment is possible is indicated on the Platform).

User is aware that the Company is not its tax agent and undertakes to independently pay all necessary taxes, which are imposed on remuneration under the laws of the state, tax resident of which it is.

7. ACCOUNTS ON THE PLATFORM

7.1. General provisions

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

7.2. Client's accounts

In order to access and use Business Services, 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 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.

7.3. Freelancer's accounts

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. 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 Freelancer enters the necessary data and puts a tick in the box, Company will send the confirmation letter to the email address of Freelancer with the code. The confirmation letter will include the confirmation code, which is necessary to confirm the email address and which Freelancer must enter in the Personal Account. Freelancer shall create the password. Password can be changed later in the settings of the Freelancer's Account. After Freelancer receives the confirmation letter, the Account of Freelancer is deemed created, and this User Agreement between Company and 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 Company takes all the necessary measures to protect the Account of Freelancer from unauthorized access and provides 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 Company. Violation of this obligation leads to immediate termination of the Terms and ban of the Personal Account.

8.   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.

9.   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:
- Restricts or inhibits use of the Services;
- Imposes an unreasonably or disproportionately large load on our infrastructure;
- Violates the legal rights of others, including defaming, abuse, stalking or threatening Users;
- Infringes (or results in the infringement of) the intellectual property rights, moral rights, publicity, privacy, or other rights of any third party;
- 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;
- Does not comply with all applicable laws, rules, and regulations; or
- 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.

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.

Regardless of the chosen method of Contract signing, all Tasks generated and signed through the Service are an integral part of the Contract.

Users sign the following documents:

- Contract – once, when starting interaction via the Platform;

- Task – every time Client sets a certain Task to Freelancer via the Platform.

Users can use Company's secure e-sign functionality to execute Contracts and Tasks. Contracts and Tasks executed on the Platform are legally binding.

You agree that any signature or other electronic symbol or process attached to, or associated with a Contract, Task, act of acceptance, or other document between you and Company, or you and another User with the intent to sign, authenticate or accept the terms of any such document or record-keeping through electronic means on the Services will have the same legal validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system to the fullest extent permitted by applicable law, or any similar state law, and you hereby waive any objection to the contrary.

You consent to us providing notices to you under these Terms electronically and understand that this consent has the same legal effect as a physical signature.

Users sign the Contract proposed by the Company once. 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. Users are free to use their own forms of documents.

When Client and the Freelancer 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. I agree that all Tasks set to this Contract through the Service are an integral part of this Contract."

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. I agree that all Tasks set to this Contract through the Service are an integral part of this Contract."

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. I agree that all Tasks set to this Contract through the Service are an integral part of this Contract. In case of contradictions between the text of Contract and Tasks, texts of Tasks prevail."

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 considers 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.

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.

Company does not endorse any content (including without limitation any user content) or any opinion, recommendation, or advice expressed in any content and expressly disclaims any and all liability in connection with the content and/or user content. we disclaim all liability, regardless of the form of action, for the acts or omissions of any and all users (including unauthorized users), whether such acts or omissions occur during the use of the services or otherwise.

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.

13. DATA PROTECTION

Privacy Policy posted on the website at https://freelbee.com/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.

When concluding Contracts and forming each Task, the Client and the Freelancer may independently determine (by filling in the form on the Platform) whether the Freelancer will transfer to the Client the intellectual rights to the results of intellectual activity created during the performance of a particular Task.

15. DISCLAIMER OF LIABILITY

General liability disclaimers:

Company will in no way be liable to you, any taxation authority, or any third party for any losses or penalties, pecuniary or otherwise, arising from your failure to adhere to tax compliance obligations.

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.

Disclaimers regarding the Service:

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 is not responsible for any loss, injury, claim, liability, or damage related to your use of this Website or any site linked to this Website, whether from errors or omissions in the content of our Website or any other linked websites, from the Website being down or from any other use of the Website. In short, your use of the Website is at your own risk.

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.

Company does not police for and cannot guarantee that it will learn of or prevent any inappropriate use of the Services. 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.

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.

Disclaimers regarding Contract templates:

Company is not a law firm, and the employees of Company are not acting as your attorney.

Company's document service is not a substitute for the advice of an attorney, they are only samples. Company is not permitted to engage in the practice of law.

This site is not intended to create an attorney-client relationship, and by using Service, no attorney-client relationship will be created with Company. Instead, you are representing yourself in any legal matter you undertake through Company's sample document service. Accordingly, while communications between you and Company are not protected by the attorney-client privilege or work product doctrine.

Disclaimers regarding third parties' actions:

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

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.

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.

16. **WARRANTIES**

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

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.

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.

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 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.

17. **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.

18. **CONTACT INFORMATION**

FREEL PRIME PORTAL L.L.C.

Register No. 2064919

License No. 1228768

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