

Crowdsourcing IP Transfer Agreement

Last updated: November 2014

This agreement relates to the transfer of intellectual property rights for the following entry created in the contest "Build / Code me a Security System Module in Python / Python3":

Entry #10

The agreement transfers Intellectual Property ownership from Marcello Monachesi (the "Seller") to Merlin Enright (the "Buyer").

Agreed to by the Buyer, Merlin Enright, September 05, 2019 2:35 PM.

1. Acceptance of Agreement

This agreement ("Agreement") is a contract between you and other users of www.freelancer.com or related sites ("Site") if you are a user of the Site and host or enter contests hosted on the site ("Contest"). The Site is offered to you conditional on your acceptance of this Agreement. Please review the terms and conditions set out below before using the Site. Your continued use of the Site after such time will signify your acceptance of this Agreement

This Agreement and all policies and terms incorporated by reference constitute the entire agreement between you and other users of the Site. This Agreement incorporates the User Agreement applicable to www.freelancer.com and related sites ("User Agreement").

Where referred to "Freelancer", this means Freelancer International Pty Limited and any and all associated companies.

If you do not agree to any of these terms and conditions you should immediately cease to use the Site.

2. Amendment of Agreement

Freelancer may amend or modify this Agreement in whole or in part from time to time, without notice, by posting an amended Agreement on the Site or any linked information. Such updated version of the Agreement will be effective at the time we post it.

3. Conflict between Agreement and User Agreement

To the extent that there is any inconsistency between the terms of this Agreement, the User Agreement or any agreement between Users, then those documents will be read in the following order of precedence:

- first, the User Agreement will take precedence over all other documents; and
- second, this Agreement will take precedence over any separate agreement between Users.

4. Users

The terms "You", "Your", "User", or "Users" refer to anyone accessing the Site. The Site provides a venue to introduce Users who wish to host Contests ("Buyers") and Users who wish to enter such Contests ("Sellers") whereby they submit work to the Site ("Work") that the Buyer may select as the winning Contest entry. A transaction will then occur via the Buyer selecting the winner of the Contest ("Winner"). The Site enables Users to identify each other, hold a Contest, select the Winner, invoice and pay for Works. A transaction may also occur if a Seller (other than a Seller who is the winner of the Contest) offers the Contest entry for sale to a Buyer at a price equal to or lower than the Contest award price.

5. Date of Agreement

This Agreement is entered into between the Buyer and Seller on the date that the Buyer selects the Winner of a Contest or the date the Buyer agrees to purchase a non-winning Contest entry.

6. Relationship between Users

Upon the Buyer selecting the Winner (by selecting a Seller's Work that has been entered in the Contest) or by agreeing to

purchase a non-winning Contest entry, the Buyer agrees to purchase, and the Seller agrees to deliver the Work in accordance with the following agreements: (1) this Agreement; and (2) all applicable policies and terms incorporated by reference that apply to the Site, as amended from time to time; (3) any other contractual provisions accepted by both the Buyer and Seller uploaded to the Site, to the extent not inconsistent with the User Agreement; and (4) the Work specifications as described on the Site, to the extent not inconsistent with the User Agreement.

7. Intellectual Property Rights

In this Agreement, "Intellectual Property Rights" includes all copyright, trade mark, design, patent, database, semi-conductor or circuit layout rights, trade names, business names, company names or domain names, other proprietary rights, or any rights to the grant or registration of such rights, existing anywhere in the world, whether created or in existence before or after the date of this Agreement.

8. Entries to Contests

The Seller grants Freelancer a non-exclusive, irrevocable, worldwide, unrestricted right to use the Work free of charge for any purpose. The Seller grants to the Buyer an exclusive option ("Option") to, by the date that is fourteen days following the end of the Contest or the sale of an entry as specified on the Site ("Option Period") in addition to any further extensions, acquire the Intellectual Property Rights to the Work in accordance with the terms of this Agreement. If the Buyer does not exercise the Option, the Intellectual Property Rights shall be vested in the Seller and the Seller shall be entitled to use his or her Work at the end of the Option Period.

You acknowledge that Freelancer shall not be put in a less favourable position than if the Work had never been submitted to the Site. Design and development work carried out by Freelancer or Buyers that host Contests could use the same or similar idea to that which is submitted as part of the Work. Therefore, the applicant acknowledges that the know-how which is already held by Freelancer or that of Buyers when the Work was submitted or which at a later stage and independently from the Work will be developed by Freelancer and related parties or Buyers can be used without restrictions, and that such use will not infringe the Seller's Intellectual Property Rights.

9. Assignment of Intellectual Property Rights

If a Buyer has purchased Work pursuant to a Contest by way of selecting the Winner or by agreeing to purchase a non-winning Contest entry, then upon payment in full being made for the Work, the Seller hereby assigns to the Buyer all Intellectual Property Rights which the Seller has or may in the future have in the Work.

10. Warranties

The Seller represents and warrants that the Seller's Work and content of any such Work: (a) will be free from defects in material and workmanship; (b) will not infringe upon or misappropriate any copyright, patent, trademark, trade secret, or other intellectual property right or proprietary right or right of publicity or privacy; (c) will not violate any law or regulation; (d) will not be defamatory or trade libelous; (e) will not be offensive; (f) will not include incomplete, false or inaccurate information about User or any other individual; and (g) will not contain any viruses or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.

The Buyer and Seller both warrant that they each have all necessary rights and authority to enter into and perform this Agreement.

11. Freelancer not a party

This agreement is between a Seller and Buyer and for the avoidance of doubt, Freelancer is not a party to this Agreement. We are not involved in any transactions between you and any other Users. You acknowledge and agree that Freelancer will not be a party to any such dispute regarding transactions involving the Site or be obligated to take any action or refrain from taking any action toward resolving any such dispute. If you have a dispute with any other Users of the Site, you hereby release Freelancer (as applicable) as well as our related entities, affiliates, and our and their respective officers, directors, agents, and employees, from any and all claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, related to such a dispute.

12. Freelancer makes no warranties

FREELANCER DOES NOT MAKE ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE WORKS SOLD ON THE SITE OR ITS DELIVERY SYSTEMS, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FREELANCER SHALL NOT BE LIABLE TO USERS OR ANY OTHER PERSON OR ENTITY FOR ANY PUNITIVE, SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR OTHER SIMILAR DAMAGES, COSTS OR LOSSES ARISING

OUT OF THIS AGREEMENT, EVEN IF FREELANCER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, COSTS OR LOSSES. SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR LIABILITY FOR CERTAIN CATEGORIES OF DAMAGES. FREELANCER SHALL NOT BE LIABLE FOR ANY DAMAGES, COSTS OR LOSSES ARISING OUT OF OR AS A RESULT OF THE CONTEXT IN WHICH WORKS PURCHASED ON THE SITE ARE USED.

13. Indemnity

The Seller agrees to indemnify and hold the Buyer and Freelancer (as applicable) as well as our related entities, affiliates, and our and their respective officers, directors, agents, and employees, harmless from and against any and all claims, demands, proceedings, losses and damages (actual, special and consequential) of every kind and nature, known and unknown, including reasonable legal fees, made by any third party due to or arising out of your breach of this User Agreement or your violation of any law or the rights of a third party.

14. Applicable law

Any dispute arising out of or in connection with this Agreement shall be governed by the laws of the State of New South Wales, Australia. The parties irrevocably submit to the non-exclusive jurisdiction of the courts of New South Wales, Australia.

15. General

The provisions of this Agreement are severable, and if any provision of this Agreement is held to be invalid or unenforceable, such provision may be removed and the remaining provisions will be enforced. Nothing in this clause shall exclude or restrict your liability arising out of fraud or fraudulent misrepresentation.