**User Agreement for Freelancer.com**

This is an important document which you must consider carefully when choosing whether to use the www.freelancer.com website at any time.

This Agreement was last modified on 17th July 2013.

THE FOLLOWING DESCRIBES THE TERMS ON WHICH FREELANCER.COM OFFERS YOU ACCESS TO OUR SERVICES.

**Acceptance of User Agreement**

This user agreement ("User Agreement" or "Agreement") is a contract between you and Freelancer International Pty Limited (ACN 134 845 748) if you are a user of www.freelancer.com, www.freelancer.co.uk, www.freelancer.eu, www.freelancer.com.au or www.freelancer.co.nz. This user agreement is a contract between you and Freelancer.com PTE Limited (Singapore Company 201022717D) if you are a user of www.freelancer.hk, www.freelancer.sg or www.freelancer.ph. trading as the Freelancer Group, ("Freelancer.com", "we" or "us") which operates the www.freelancer.com, www.freelancer.co.nz, www.freelancer.com.au, www.freelancer.hk, www.freelancer.ph, www.freelancer.sg, www.freelancer.eu websites ("Site"). The Site is offered to you conditional on your acceptance of the User 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 User Agreement.

This User Agreement and all policies and terms incorporated by reference constitute the entire agreement between you and Freelancer.com as to its subject matter.

If you do not agree to any of these terms and conditions you should immediately cease to use the Site. Please note that we may close, suspend, or limit your access to your Freelancer.com account ("Account") or the Services provided by us on the Site ("Services"), and/or limit access to your funds if you carry out activities which are in contravention of this User Agreement and its associated policies incorporated by reference.

**Amendment of User Agreement**

Freelancer.com may amend or modify this User Agreement in whole or in part from time to time, without notice (unless such prior notice is required by law), by posting an amended User Agreement on the Site or any linked information. Such updated version of the User Agreement will be effective at the time we post it.

**1. ELIGIBILITY**

Freelancer.com offers its Services to its Users. We shall have absolute discretion as to whether or not we accept a particular applicant or site for participation in the service. The Site is available only to individuals or corporate entities that can form legally binding contracts under applicable law. Without limiting the foregoing, this Site is not available to persons under 18 years of age. If Users do not qualify, they cannot use any of Freelancer.com's Services including, but not limited to, those that require the User's ability to form legally binding contracts. Each User is responsible for what occurs on their Account and must report any unauthorised use of their Account to us.

**2. USERS**

The terms "You", "Your", "User", or "Users" refer to anyone accessing our Services or Site for any reason.

Freelancer.com provides a venue to introduce Users who wish to provide professional services ("Freelancers") and Users who seek such professional services ("Employers")(respectively or jointly as the "Parties" and individually as a "Party"). The Site enables Users to identify each other and work together online to complete, invoice and pay for projects.

**3. LEGAL RELATIONSHIP BETWEEN YOU AND FREELANCER.COM**

**3.1 Termination**

Freelancer.com reserves the right to terminate the participation of any User without reason but expressly including any User that Freelancer.com judges to be in violation of the User Agreement. Without limiting the foregoing, Freelancer.com may terminate the participation of a User if we think that they are creating problems, legal liabilities (actual or potential), infringing someone else's intellectual property rights, engaging in fraudulent, immoral or illegal activities, or for other similar reasons.

**3.2 Relationship between Users**

The parties to a project are the Freelancer, the Employer and Freelancer.com. Freelancer.com is a party to a project for purposes limited to (a) the provision of the virtual venue and hosting of the Site(s) to enable selection of Freelancers and projects, (b) supervising payment following satisfactory completion of a project as agreed between the Employer and the Freelancer, and provision of a process for Employers and Freelancers to use when there is a disagreement about satisfactory completion of a project.

Although Freelancer.com provides a virtual environment for definition of projects and assessment of Freelancer suitability, each Freelancer and each Employer acknowledges and agrees that, despite any recommendation made by Freelancer.com of any Freelancer in relation to a project, they are responsible to identify and subsequently make their own sole decision and/or determination on the suitability or otherwise (as applicable) of a Freelancer to perform or complete any project or of an Employer to provide funds during and/or on completion of any project and clarification on a project as required during the term of a project. Freelancer.com has not investigated the suitability of any Freelancer for any project and the Employer acknowledges that it is its sole responsibility to assess the ability of a Freelancer to satisfactorily complete a project.

Depending on their jurisdiction, Freelancers and Employers may have rights under statutory warranties that cannot lawfully be excluded. Nothing in this agreement is intended to override a right that by applicable law may not be excluded. However, to the maximum extent permitted by law, the liability of Freelancer.com for any services it provides is limited to performing the services again.

Upon the Employer awarding a project to a Freelancer and the Freelancer's acceptance of a project on the Site, the Employer agrees to purchase, and the Freelancer agrees to deliver the Provider Services in accordance with the following agreements: (1) the User Agreement; and (2) the User Services Agreement between the Employer and Freelancer available on the Site, as amended from time to time; (3) any other contractual provisions accepted by both the Freelancer and Employer uploaded to the Site, to the extent not inconsistent with the User Agreement; and (4) the project terms as awarded and accepted on the Site, to the extent not inconsistent with the User Agreement. Freelancer.com agrees to provide the venue and host the Site, including the hosting of the project.

You agree not to enter into any contractual provisions in conflict with the User Agreement. Any provision of a member contract in conflict with the User Agreement is void.

**3.3 User Responsibilities**

The responsibilities of the Freelancer and Employer are set out in the Services Agreement between Freelancer and Employer.

When you enter into a transaction, you create a legally binding contract with another User, unless the transaction is prohibited by law or by this User Agreement.

You are responsible for ensuring that you comply with your obligations to other Users. If you do not, you may become liable to that User(s). You must ensure that you are aware of any domestic laws (including common law), international laws, statutes, ordinances and regulations relevant to you as an Employer or Freelancer, or in any other uses you make of the Site.

If another user breaches any obligation to you, you are solely responsible for enforcing any rights that you may have. For the avoidance of doubt, Freelancer.com has no responsibility for enforcing any User rights.

**3.4 No Insurance**

Freelancer.com does not offer any form of insurance or other Employer or Freelancer protection which will assist you, because our Site merely provides the online venue for Users to offer, sell, and buy professional services and we are not otherwise involved in the transactions and interactions between Employers and Freelancers. However, some forms of payment permitted on the Site, such as PayPal or credit card, may offer limited employer or freelancer protection or chargeback services and you should familiarise yourself with these before proceeding with a transaction of any kind through the Site.

Because user identification on the Internet is difficult, we cannot and do not confirm each User's purported identity.

**3.5 Independent Contractors**

Each User acknowledges and agrees that the relationship between Users is that of independent contractors. Nothing in this User Agreement creates a partnership, joint venture, agency or employment relationship between: (1) Users; or (2) between us and any User.

**3.6 Services offered by Freelancer.com**

Freelancer.com offers a wide range of tools, content, products, services, benefits, and other resources on the Site of particular interest to freelancers and to enable freelancers to efficiently and cost effectively manage their careers, professions, and businesses. These Services are for use only under a non-exclusive, non-transferable, and non-assignable license under these terms and conditions of use. You do not have the right to copy, sell, or otherwise exploit for any commercial purpose the Services or content (in whole or in part), access to this service or use of this service.

Some of the Services offered at the Site may include feedback to questions by Users of this service and/or articles with original content and opinions. Use of this content or links to this content is at the User's own risk. No warranty is made that the information is accurate or reliable and Freelancer.com and its related entities, directors, officers and agents disclaim all liability and responsibility for any direct or indirect loss or damage you may suffer relying on anything contained in or omitted from this content.

**3.7 Terms of use**

The User understands and agrees to the following terms:

Our Site acts as an online venue to allow Users to offer and buy professional services. As a result you acknowledge and agree that Freelancer.com has no control over the quality or legality of the professional services provided by Users on our Site, or the ability of Freelancers to provide the services or the Employers to pay for the services. We do not guarantee that a User will actually complete the professional services or act lawfully in using the Site.

Some of the content provided at the Site may relate to various subjects such as information pertaining to legal matters, financial matters, health matters, and other matters for which the content of is provided in an advisory nature. This information is provided solely for informational and general non-advisory purposes. If desired, Users should use their own efforts to confirm such information with a professional(s) in the pertinent field(s). All of the information that Freelancer.com provides should not be considered professional, medical, legal, technical, or any other discipline-specific advice.

The Site is a dynamic time-sensitive web site. As such, the information on the Site will be changed frequently. It is possible that some information could be considered offensive, harmful, or inaccurate, and in some cases may be mislabeled or deceptively labeled accidentally by Freelancer.com or accidentally or purposefully by a third-party, regardless of whether such third parties are with or without a legitimate business purpose.

Freelancer.com provides unmonitored access to third-party content. Freelancer.com is only acting as a venue and/or portal, and has no liability based on, or related to, the third-party content on this Site, whether arising under the laws of copyright or other intellectual property, defamation, libel, privacy, obscenity, or any other legal discipline. This web site may contain links to third-party web sites. Freelancer.com does not control nor always review the web sites to which we link from the Site. Freelancer.com, therefore, cannot endorse the content, products, services, practices, policies, or performance of the web sites we link to from the Site, and Users should not treat any link as such an endorsement or acceptance of veracity or value.

Freelancer.com does not have the resources to nor does it undertake any obligation to, control, research, verify, validate, or approve the content that is received or viewed on its web site. Freelancer.com expects that the User will undertake necessary activities and practices and will use caution and common sense when using Freelancer.com for User's Account.

**3.8 Promotion**

You agree and acknowledge that unless explicitly requested, Freelancer.com may display your company name, logo and public description of your projects and profile as part of the Freelancer.com website(s) and / or other Freelancer.com marketing materials.

**3.9 Transfers between Sites**

After the 20th September 2010, if you decide to swap your default currency, your agreement with the Site will move to the regional operating entity corresponding to the currency you select. For AUD, NZD, EUR, GBP and USD this agreement will be between yourself and Freelancer International Pty Limited (ACN 134 845 748) from the date of change onwards. If you change your default currency to HKD, SGD or PHP, this agreement will be between yourself and Freelancer.com PTE Limited (Singapore Company 201022717D) from the date of change onwards.

**3.10 Notices: Consent to Contact**

You consent to Freelancer.com contacting you by electronic means as part of delivering the services outlined in this User Agreement. Additionally you consent to being contacted by electronic means by Freelancer.com for the marketing of campaigns, offers, new products or services.

**4. FEES**

All fees are set forth in the summary of Freelancer.com's fees and charges which can be found on the Site. All fees will be assessed in US dollars. Your Account and all transactions are made and displayed in US dollars unless otherwise specified.

Freelancer.com earns fees for creating, hosting, maintaining, and providing the Site, and for all Services delivered by Freelancer.com that are accessible through the Site and to cover expenses and fees Freelancer.com incurs to banks, credit card companies, PayPal, and payment processors. After deducting such amounts, Freelancer.com transfers the remaining payment amount to the Freelancer.

Freelancer.com charges fees in relation to the posting of a project; selecting a Freelancer; posting a featured project; hiding a project from search engines; hiding bids from other Users; posting a full time project; project commission fees; and other miscellaneous fees that are described on the Site.

Users can choose various membership programs to subscribe to different levels of participation on the Site which will incur additional fees.

**5. AFFILIATE PROGRAM**

**5.1 General**

The Freelancer Affiliate Program ("Affiliate Program") is a program that allows you to receive a payment from Freelancer ("Bonus") into your Account for referring a new user ("Referred User") to Freelancer. To participate in the Affiliate Program, you must comply with all of these requirements, and have an Account that is in good standing.

**5.2 Requirements for Referred Users**

You may not refer yourself for the Affiliate Program or a user having the same IP address as yourself. The Referred User must be an individual (or business) with whom you have a pre-existing relationship. You may not obtain names for referrals from group email addresses, third party bulk mailing lists, customer lists, or other similar sources. You may not send unsolicited e-mails ("Spam"). If you send Spam in order to recruit Referred Users, Freelancer may immediately and permanently close your Account, without paying out any accrued Bonus.

**5.3 Bonus Amount**

The amount of the Bonus is based on the Referred User's net project commissions ("Project Commissions"), defined as the total project commissions less any chargebacks, refunds, and reversals. The amount of the Bonus will be determined by Freelancer and equal to 90% percentage of Project Commissions for referrals through affiliate links; or 20% through referrals via the "Invite Friends" module made before 27th June, 2013; or $1.00 USD for referrals via the "Invite Friends" module from 27th June, 2013. The $1.00 USD earned from referrals from 27th June, 2013 will be for the exclusive use to cover the cost of fees incurred on this Site, the monetary value will not be available for withdrawal.

**5.4 Payout Period**

You are eligible to receive Bonus payouts for the first 3 months of the Referred User's Account ownership. Freelancer reserves the right to apply a monthly limit on Bonus payouts should you exceed referring more than 100 users within any given month.

**5.5 Requirements**

To be eligible for a Bonus, the Referred User must: (1) sign up for an Account through either the supplied affiliate links or invitations through the "Invite Friends" module; (2) become a User; and (3) not already have an Account at the time of the referral (or previously).

**5.6 Discontinuance or modification of Program**

Freelancer may discontinue or modify the Affiliate Program at any time by providing you with seven days notice. In the event that the Affiliate Program is discontinued, you will receive the Bonus for all of your Referred Users that have satisfied all of the requirements in this section prior to the discontinuation date of the Affiliate Program.

**5.7 Non-compliance**

Failure to comply with these terms may result in your Account and participation in the Affiliate Program being terminated.

**6. MILESTONE PAYMENTS**

**6.1 Not an escrow service**

Freelancer.com does not operate an Escrow service. Freelancer.com does have, however, a special, non-compulsory feature, which allows controlled payments to be made with respect to a project to a Freelancer. Depending on the agreement of the Employer and Freelancer, the Employer can create an advance payment which will remain pending until: (a) the Employer and the Freelancer agree that the funds should be released to the Freelancer; (b) until the Employer and the Freelancer have concluded the process of the Dispute Resolution Services (as defined below); (c) until the Employer instructs Freelancer.com to pay a Freelancer that performed a service for him/her; or (d) until the Employer acknowledges that the Freelancer has completed the service fully and satisfactory.

If an Employer does not approve of the Freelancer's work product, the Parties have the option to resolve the issue through the terms of the Dispute Resolution Services set out below.

**6.2 Inactive Users**

In the event that the Employer has not provided any instruction to Freelancer.com with respect to a Milestone Payment within 1 year after the day that the Milestone Payment was made, and has not logged in during that time period, such Milestone Payment will be refunded to the User account of the person who initially paid it.

**7. ACCOUNTS**

**7.1 Opening Account**

To become a User and access the Site and Services you must register for an "Account." You agree to provide true, accurate and complete information as prompted by the registration form and all forms you access on the Site, and to update this information to maintain its truthfulness, accuracy and completeness.

**7.2 Accounts**

You agree that you will not receive interest or other earnings on the funds that Freelancer.com handles as your contractor. Freelancer.com may receive interest on those funds. Freelancer.com will not be liable for any lost interest on such funds.

All amounts are stated in and all payments will be made in US funds. Freelancer.com reserves the right to suspend a withdrawal if the source of the funds is suspected to be fraudulent. Any funds received from an Account having made a fraudulent deposit (e.g. stolen credit card) will be reversed immediately. If in a fraudulent payment situation a withdrawal has already been processed, you will be expected to return the funds to your Freelancer.com Account or face termination and any other remedies available to Freelancer.com to recover the funds.

Any User that Freelancer.com removes from the service due to violation of the User Agreement will receive no credit or payment and will become liable for certain fees described in this User Agreement.

Freelancer.com requires you to make all payments to Freelancer.com and to make payments to and accept payments from other Users in the purchase and sale of Services for Freelancer.com projects directly through the mechanisms available on the Site. You understand and agree that Freelancer.com will not hold funds (including Milestone Payments) delivered to Freelancer.com from Users for the purchase and sale of Services in a separate account, but may commingle and deposit such funds with other funds to be paid to other Users and with funds of Freelancer.com in any account, at any institution, or in any other manner Freelancer.com may decide in its sole discretion from time to time. In addition, you understand that such commingled funds could be used to pay other Users and by Freelancer.com for general corporate purposes or otherwise, provided that Freelancer.com will remain contractually obligated to make payment to you, as a Freelancer or Employer, for any purchases and sales of Services provided by you through Freelancer.com. To the extent Freelancer.com is obligated to make payment to you, you will be an unsecured creditor of Freelancer.com.

**7.3 Acknowledgement**

You acknowledge that: (1) Freelancer.com is not a bank or other licensed financial institutions and does not provide banking services; (2) the amounts shown as on deposit, including Milestone Payments, in a User Account are not segregated into a separate account but represent unsecured obligations of Freelancer.com to the User with respect to the purchase and sale of Services through Freelancer.com; (3) Freelancer.com is not acting as a trustee or fiduciary with respect to such funds or payments, but is acting only as an agent and (4) amounts transferred through or stored in the payment service are not insured or guaranteed deposits. Your Account will not constitute a milestone. By initiating and sending payments through Freelancer.com, you appoint Freelancer.com as your agent to obtain the funds and hold and to transfer such funds to the Freelancer or Employer for Services, subject to these terms and conditions.

**7.4 Account Balances**

If your Account has a negative balance, Freelancer.com may setoff the negative balance with any funds that you subsequently receive into your Account. If you have multiple currency balances in your Account and one of the currency balances becomes negative for any reason, Freelancer.com may setoff the negative balance by using funds you maintain in a different currency balance, or by deducting amounts you owe Freelancer.com from money you subsequently add or receive into your Account. In the event that Freelancer.com offsets a negative balance pursuant to this clause, it may be bundled with another debit coming out of your Account. To secure your performance of this Agreement, you grant to Freelancer.com a lien on and security interest in and to the funds held in your Account in the possession of Freelancer.com.

**7.5 Inactive Accounts**

User Accounts that have been inactive for more than 365 days ("Inactive Accounts") will incur a dormant account fee of US$10 per month until either the Account is terminated or reactivated.

Freelancer.com reserves the right to cancel Inactive Accounts with a nil or negative balance.

**7.6 Chargebacks**

You acknowledge and agree that Freelancer.com will be entitled to recover any chargebacks that may be imposed on Freelancer.com by a credit card issuer on funds paid to you by Employers through the Site. A chargeback occurs when an employer rejects or reverses a charge on his or her credit card through the credit card issuer. You agree that Freelancer.com may reverse any such payments made to you, which are subject to chargeback via a credit card issuer. To cover the cost of processing chargebacks, Freelancer.com assesses a US$20.00 fee to Users for credit and debit card payment chargebacks.

**7.7 Hold on funds**

Freelancer.com, in its sole discretion, may place a hold on any or all of the payments you receive when Freelancer.com believes there may be a high level of risk associated with you, your Account, or any or all of your transactions. If Freelancer.com places a hold on any or all of the payments you receive, you will be provided with notice of our actions and the way in which to resolve the issue. If you are involved in a dispute, in certain circumstances Freelancer.com may place a temporary hold on the funds in your account to cover the amount of any potential liability. If the dispute is resolved in your favour, Freelancer. com will lift the temporary hold. If you lose the dispute, Freelancer.com may remove the funds from your Account.

**7.8 Insufficient funds in Accounts**

If there are not sufficient funds in your User Account to meet outstanding fees and charges, Freelancer.com reserves the right to collect any amounts owing to Freelancer.com by any other legal means.

**7.9 Taxes**

You are responsible for paying any taxes, including any goods and services or value added taxes, which may be applicable depending on the jurisdiction of the services provided by Freelancer.com. These taxes will be added to fees billed to you, if applicable.

Please note Australian customers are required to pay an extra 10% goods and services tax on all fees.

**7.10 Identity Authentication**

You authorize Freelancer.com, directly or through third parties, to make any inquiries we consider necessary to validate your identity in compliance with applicable legislation and regulation, as well as for our own anti-fraud measures. This may include asking you for further information, requiring you to provide your date of birth, a taxpayer identification number and other information that will allow us to reasonably identify you; requiring you to take steps to confirm ownership of your email address or financial instruments; ordering a credit report; or verifying your information against third party databases or through other sources. We may ask to see your driver’s license or other relevant identifying documents. In addition, in some circumstances we may ask you to provide photographic identification holding a sign with a code that we provide as an additional identity verification step. Commonwealth law may require that Freelancer.com verify the information provided to us before allowing access to fund transfer or withdrawal services through The Site. The Site reserves the right to close, suspend, or limit access to your User Account and/or Freelancer. com Services in the event we are unable to obtain or verify to our satisfaction the information required by this clause.

**8. AVOIDING COMMISSIONS**

**8.1 Prohibition on negotiation of fee outside of Site**

You are strictly prohibited from attempting to negotiate the fee for a project with another user directly (outside of Freelancer.com) after that project has been created/opened and before that project has been closed (i.e. during an ongoing project). This also applies to any project that was closed without a Freelancer being chosen, and then contacting them about the project anyway. Both parties are responsible for notifying Freelancer.com if the payment amount increases (above the bid amount) after the project is closed.

You are strictly prohibited from under-bidding on projects in an attempt to renegotiate the actual price privately, avoiding fees. We aim to provide a fair and open playing field at Freelancer.com, and such activities interfere with providing such a marketplace. Freelancer.com charges project commissions on all funds received by either direct transfer or Milestone Payment through the site, regardless of the final bid amount.

We believe our commissions are very fair and justified for the service we provide, therefore we will absolutely not tolerate any fee avoidance or underbidding on the Site.

**8.2 Email**

Users agree not to post their e-mail address on the site, except in the "e-mail" field of the signup form, or when asked by Freelancer.com. You may use the project message board and inbox private messaging on site to communicate. This does not only apply to e-mail addresses, but to all methods of communication, including phone, ICQ, AIM, MSN Messenger, GTalk and Yahoo.

**8.3 Providing contact information**

You are prohibited from making direct contact with another User outside of Freelancer.com. This includes giving out your e-mail address, Skype ID, ICQ number, phone number, or any other method of contact outside of this site. Freelancer.com provides you with message boards, which should be sufficient for project planning and communication with other Users unless Freelancer.com intentionally provides such contact information through a feature or function.

**9. USER CONTENT**

**9.1 Content**

The User is solely responsible for content or any other information the User provides to Freelancer.com. User understands and agrees to the following: 

* Freelancer.com is only acting as a venue for the online distribution and publication of User content. However, no warranties as to the actual distribution or publication of User content are made or implied. Freelancer.com has the right (but no obligation) to take any action deemed appropriate with respect to User content if it is believed that such content may create liability for Freelancer.com, harm its business operation or reputation, or cause Freelancer.com to lose the services of its suppliers.
* Any and all content submitted to the Site is subject to the approval of the Site administrators. The Site reserves the right to reject, approve, or modify User-submitted content upon the discretion of the Site administrators. Evaluation of User-submitted content is based on certain quality guidelines.

These guidelines, that encompass all objectively quantifiable and aesthetic aspects of User-submitted content, are set solely by the Site and applied exclusively within the Site.   
  
User represents and warrants that User's content: (a) 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; (b) will not violate any law or regulation; (c) will not be defamatory or trade libelous; (d) will not be obscene or contain child pornography; (e) will not include incomplete, false or inaccurate information about User or any other individual; and (f) 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.   
  
No copyrighted material can be posted on the Site. This includes scripts which are sold by the author. Only posting sections, or excerpts of these scripts, as examples, will be permitted. A "section" or "excerpt" being no more than 10% of the script's contents. This is meant to protect the author's intellectual property rights. 

**9.2 Grant of License**

Subject to clause 9.3 below, by submitting User content to Freelancer.com ( including, but not limited to creating your Account; posting a resume, posting a profile, posting a portfolio, posting a project; sending messages through or to Freelancer.com), you hereby grant to Freelancer.com a worldwide, exclusive, sublicensable, perpetual, irrevocable, royalty-free license to use, copy, modify, display, and perform User content, under all User intellectual property and proprietary rights worldwide. For the avoidance of doubt, providing links to content hosted on servers other than that of Freelancer.com (such as a portfolio of sample works hosted on Your own web site) will not be considered "submitting" such content for purposes of this license grant. 

**9.3 Feedback, Reputation and Reviews**

By using the Site, you acknowledge that you transfer copyright of the feedback, reputation and reviews you leave (whether a "Employer" or "Freelancer"), consisting of comments and a multidimensional rating (e.g. Quality, Communication, etc) together with a composite rating by Freelancer.com ("Feedback" ). You acknowledge that this feedback belongs solely to us, notwithstanding that we permit you to use it on our Site while you remain a member. You may not use it or deal with it in any way inconsistent with Freelancer.com's policies as posted on the Site from time to time, without our prior written permission.  
  
You may not do (or omit to do) anything that may undermine the integrity of the Freelancer feedback system. We are entitled to suspend or terminate your membership at any time if we, in our sole and absolute discretion, are concerned by any feedback about you, or your feedback rating is considered to be problematic to Freelancer.  
  
Freelancer.com's feedback ratings belong to us and may not be used for any purpose other than facilitating the exchange of services between Users of the Site . You may not use your Freelancer feedback (including, but not limited to, marketing or exporting your composite rating or feedback comments) in any real or virtual venue other than a website operated by Freelancer.com or its related companies without our written permission. 

**10. USER RESTRICTIONS**

**10.1 Advertising**

Users are prohibited from advertising a website on the Site. Any URL posted in a bid, project description, or the message board, must relate to a project on Freelancer.com. An example of a permissible URL would be a User's portfolio or resume page.

**10.2 Bidding**

Freelancers can only place bids that equal the total amount of money they are requesting for the project. You cannot post an hourly bid or any other abnormal type of bid. This also applies to Employers. Employers cannot create projects that directly or indirectly require Freelancers to place hourly or other abnormal bids. The only exception, for both Employers and Freelancers, is when the project is fulltime.

**10.3 Employer**

The Employer agrees that:

* The Employer is strictly forbidden from redistributing any of the content of the Site, including but not necessary limited to private messages, documents and support tickets.
* The Employer will not use the Employer's Account to post false or misleading project descriptions.
* The Employer will not post project descriptions that, in the judgment and discretion of Freelancer.com, are inappropriate to Freelancer.com's audience and viewers.
* The Employer agrees to pay featured project fee if project posted should have been posted as featured.
* The Employer agrees to pay fulltime project fee if project posted should have been posted as fulltime.
* The Employer will not falsify the Employer's own or any other identity.
* The Employer will comply with all of Freelancer.com's policies as posted on the Site from time to time.

**10.4 Freelancer**

The Freelancer agrees that:

* The Freelancer will not redistribute any of the content of the Site, including but not necessary limited to private messages, documents, support tickets.
* The Freelancer will not falsify Freelancer's own or any other identity.
* The Freelancer will comply with all Freelancer.com policies as posted on the Site from time to time.

**10.5 Prohibited use of Site content**

The content and information on the Site (including, but not limited to, messages, data, information, text, music, sound, photos, graphics, video, feedback, reputation, reviews, icons, software, code or other material), as well as the infrastructure used to provide such content and information, is proprietary to us. All Users agree not to otherwise modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell or re-sell any information, software, products, or services obtained from or through this Site. Additionally, you agree not to:

* use this Site or its contents for any commercial purpose;
* access, monitor or copy any content or information of this Site using any robot, spider, scraper or other automated means or any manual process for any purpose without our express written permission;
* violate the restrictions in any robot exclusion headers on this Site or bypass or circumvent other measures employed to prevent or limit access to this Site;
* take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructure;
* deep-link to any portion of this Site for any purpose without our express written permission;
* "frame", "mirror" or otherwise incorporate any part of this Site into any other website without our prior written authorisation; or
* attempt to modify, translate, adapt, edit, decompile, disassemble, or reverse engineer any software programs used by us in connection with the Site or the services.

**10.6 General restrictions**

Users agree that:

* Users will not use any automated collection mechanism or any manual process to monitor or copy the web pages comprising the Site or the content contained therein without the prior written permission of Freelancer.com.
* Users will not distribute unsolicited commercial messages ("spam") through the User's Account.
* Users will not contact employers or freelancers through the Site or through information gained from our Site with the intent of subverting them from using our Services.
* Users will not engage in personal attacks, negative or other unfair criticism or other forms of discourteous and unprofessional online conduct or practices.
* Users will not create multiple user Accounts for any reason, or under any circumstance.
  1. If you create a project, you cannot create another Account to bid on it, nor can you award yourself that project.
  2. If you create a contest, you cannot create another Account to enter your own contest, nor can you award your entry the prize.

**10.7 Consequences of termination**

In the event of termination, Users found in violation of the User Agreement will not receive any credit or payment from Freelancer.com.

Without limiting Freelancer.com's other remedies, to the extent you are in violation of this User Agreement, you must pay Freelancer.com for all fees owed to us and reimburse us for all losses and costs (including any and all Freelancer.com employee time) and reasonable expenses (including legal fees) related to investigating such breach and collecting such fees.

You and Freelancer.com agree that the damages that Freelancer.com will sustain as a result of actions that breach the User Agreement will be substantial, potentially including (without limitation) fines and other related expenses from its payment processors and freelancers, but may be extremely difficult and impracticable to ascertain. If you engage in such activities, then Freelancer.com may fine you up to US$3,000.00 for each such violation and/or Freelancer.com may take legal action against you to recover losses that are in excess of the amount charged. You acknowledge and agree that a fine up to US$3,000.00 is presently a reasonable pre-estimate or minimum estimate of Freelancer.com's damages, considering all currently existing circumstances, including (without limitation) the relationship of the sum to the range of harm to Freelancer.com that reasonably could be anticipated and the anticipation that proof of actual damages may be impractical or extremely difficult.

You agree that Freelancer.com is entitled to deduct such charges directly from any existing balance in the offending Account, or any other Freelancer.com Account owned by you.

Users that are terminated by Freelancer.com on any basis other than violation of this User Agreement will be entitled to receive any payment due from Freelancer.com.

In the event of termination, you will have no claim whatsoever against Freelancer.com in respect of any such suspension or termination of your membership.

**10.8 Account Verification**

If you do not complete account verification when requested within 12 months of the date of request, your account may be subject to termination.

**11. DISPUTE RESOLUTION SERVICES**

**11.1 Dispute Resolution Services**

Freelancer.com offers the Dispute Resolution Services to registered users who have elected to use the Milestone Payment feature. You agree and acknowledge that: (i) Freelancer.com is not providing legal services; (ii) Freelancer.com will not advise you regarding any legal matters; and (iii) if you desire to have legal counsel, you will seek an independent legal counsel from those licensed to practice law in your jurisdiction. You will not rely on Freelancer.com for any such counsel.

In the event of a dispute between an Employer and a Freelancer regarding a return or release of Milestone Payments, either Employer or Freelancer may elect to use the Dispute Resolution Services offered by Freelancer.com. The Employer and Freelancer will then be notified that the matter will be addressed through the Dispute Resolution Services.

You agree to indemnify and (to the maximum extent permitted by law) hold Freelancer.com and any of our affiliates harmless against any damages or liability you may suffer as a result of using the Milestone Payments and/or Dispute Resolution Services.

Freelancer.com will respond to disputes initiated by a Freelancer or an Employer in accordance with the Dispute Resolution Services as set out in this Clause 11 and in relation to disputes that arise in relation to the provision of the venue, and the hosting of the Site by Freelancer.com as set out in clause 16.4.

**11.2 Other Disputes**

You acknowledge and agree that in the event that a dispute arises between you and another user in relation to any project that you will first attempt to resolve any differences that you have in relation to such project, including in relation to the quality of the services provided.

If you continue to have any difficulties or problems in relation to a dispute with another user in relation to a project we encourage you to contact us as set out in Clause 21.

You agree that any dispute, that is not related to a Milestone Payment which must be dealt with in clause 11.1, arising between you and another user will be handled in accordance with this clause. Freelancer.com will have full rights and powers to make a determination for all such disputes. Upon receipt of a dispute, Freelancer.com shall have the right to request the Freelancer and the Employer to provide documentation in support of their claim or position in relation to the dispute. You agree that Freelancer.com has absolute discretion to accept or reject any document provided. You also acknowledge that Freelancer.com is not a judicial or alternative dispute resolution institution and that we will make the determinations only as an ordinary reasonable person. In addition, we do not warrant that the documents provided by the parties to the dispute will be true, complete or correct and you agree to indemnify and (to the maximum extent permitted by law) hold Freelancer.com and any of our affiliates harmless against any damages or liability you may suffer as a result of any documentation or material subsequently being found to be false or misleading.

In relation to disputes with any other users of the Site, you hereby agree to indemnify Freelancer.com from any and all claims, demands, and damages, actual and consequential, of every kind and nature, known and unknown, that is related to such a dispute, our determinations or the use of the Dispute Resolution Services for Milestone Payments and/or for Other Disputes.

**11.3 The Dispute Team**

Both parties of the Dispute case can elect to have their dispute arbitrated by the Dispute Team. The role of the Dispute Team extends to making all actions necessary to resolve the case in an impartial and evidential manner. You acknowledge that the verdict of the Dispute Team is final, binding, and irreversible.

All claims and actions (including, but not limited to, actions made by mistake) of the parties on the Dispute System are final, binding, and irreversible. You agree that the Dispute Team and Freelancer.com is hereby released from the actual and consequential damages brought about by these claims.

**11.4 Dispute Resolution Services Code of Conduct**

The Freelancer Code of Conduct applies to all the services offered by Freelancer. com, including, but not limited to, the Dispute Resolution Services. It is agreed by You that You will make every endeavor at fair play and post reasonable and fair demands/offers on your dispute.

A user caught breaching the Code of Conduct during the Dispute Resolution Service process would automatically lose the dispute in favor of the other party involved, regardless of the origin of the dispute. The user who breached the Code of Conduct would also incur proper disciplinary action. (For more information, read the Freelancer User Code of Conduct.)

**11.5. Dispute Resolution Process**

**STAGE 1 - Identifying the issue**

The complainant should select the project and the Milestone payment or payments to be disputed. A user could contest all the Milestones related to a single project in one dispute.

After which, a description of the issue and an explanation of why the dispute is being opened should be given. From this stage until Stage 3, users are encouraged to attach any files that could support their claims.

Finally, the complainant is requested to enter the amount he or she is prepared to pay for the project (if an Employer) or wish to get paid for the project (if a Freelancer). The amount could be between 0 and the total amount of the Milestone Payment(s) in question.

**STAGE 2 - Negotiations**

At this stage, either party can negotiate for partial compensation, or (after a period of time) choose to have Freelancer.com's Dispute Team arbitrate the dispute . Both parties will have the opportunity to tell their side of the story and also negotiate terms to resolve the issue between themselves.

Only the party who originally filed for the dispute can cancel the dispute. If the issue cannot be resolved through negotiation, either party can choose to pay the Arbitration Fee to have the dispute arbitrated by the Dispute Team. The Arbitration Fee will be refunded if the dispute is either settled through mutual agreement or cancelled before reaching arbitration.

**STAGE 3 - Final Offers and Evidence**

After one of the involved parties has paid the Arbitration Fee, the other party has 4 days to also pay the fee. Either party still has the option in this period to negotiate with the other party.

If the responding party does not pay the arbitration fee within the 4 days, the result will be in favor of the party who escalated the dispute into arbitration first.

If a solution is found before the responding party pays the fee, the party who paid the Arbitration Fee will be refunded this fee.

Stage 3 is the last stage where both users can submit their final evidence to support their case. After Stage 3, the involved parties are no longer allowed to submit evidence. The dispute will be resolved based solely on the evidence provided through the Dispute System.

Once the dispute has proceeded to Stage 4, further evidence will no longer be accepted.

**STAGE 4 - Arbitration**

At Stage 4, the Dispute Team will review all evidence and other information provided to reach a decision (usually within 48 hours). Dispute verdicts are final, binding, and irreversible. The party who wins the dispute will be refunded their Arbitration Fee.

**11.6 Evidential Requirements for Your Dispute**

Should you elect to have the Dispute Team arbitrate your dispute, you agree to allow the Dispute Team to read all correspondence made on Freelancer.com and download or access, and test (if necessary), all uploaded files, programs, and websites related to the dispute for the sole purpose of having your dispute resolved.

You are highly encouraged to submit all the documents that would support your claims on your dispute.

* Submit e-mail correspondences as screenshots or as \*.eml files. If submitting screenshots, ensure that the "To", "From", and the "Date" bar is visible. E-mail correspondences sent in \*.txt or \*.doc or any word processing software will not be honoured.
* IM conversations should be submitted as screenshots of the conversation from the IM software. Correspondences sent in \*.txt, \*.doc, or any word processing software will not be honoured.
* Provide the products, contracts, and other files relating to the project and the dispute.

Freelancer.com will retain the confidentiality of the project and the privacy of the involved users and will not release the collected information to any party unless required by a court of law.

**12. REGISTRATION AND PROCESSING OF YOUR PERSONAL DATA**

Your personal information will be processed by Freelancer.com in order to fulfill the agreement with You, perform delivery of products etc. Furthermore, we will process your personal information for marketing of campaigns, offers, new products or services. Your personal information may also be transferred between Freelancer.com and any associated entity within the Freelancer.com organisation. At such transfer, personal data may be transferred outside the EEC-area. By entering into this agreement, You hereby approve such processing of your personal information as set forth above, including processing of your personal identification number, and hereby give such consent as required by the Swedish Personal Data Protection Act (Sw. personuppgiftslagen 1998:204). The consent hereby given can in whole or in part be recalled by giving written notice to us. Should you choose to recall your consent, and such recall should make our due performance of the agreement or other obligations difficult, we reserve the right to immediately terminate the agreement. Should you require further information regarding our processing of your personal information, please contact us at the address set forth below.

Freelancer.com discloses sensitive personal information only if required to comply with legal obligations or with your consent.

**13. TRADEMARKS**

Freelancer.com and EUFreelance are trademarks of Freelancer Technology Pty Limited (ACN 142 189 759).

**14. COPYRIGHT**

**14.1 Copyright of Freelancer.com**

The content and compilation of content included on the Site, such as text, graphics, logos, icons, images, audio clips, digital downloads and software, are the property of Freelancer.com and are protected by Australian and international copyright laws.

**14.2 Copyright infringement**

It is our policy to respond to clear notices of alleged copyright infringement. Our policy, set out at <http://www.freelancer.com/dmca/>, is designed to make submitting notices of alleged infringement to us as straightforward as possible while reducing the number of notices that we receive that are fraudulent or difficult to understand or verify.

**15. NO WARRANTY**

Freelancer.com is not involved in the actual transaction between Freelancers and Employers. Our Services, the Site and all content on it are provided on an as is basis and without warranties of any kind either express or implied. Without limiting the foregoing, Freelancer.com does not represent or warrant that:

• the Site will be accurate, reliable, uninterrupted, secure or error-free;   
• defects in the Site will be corrected;

• the Site or the server that makes it available are free of viruses or other harmful components.

To the extent permitted by law, we specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement. For example, consumers (as defined by consumer protection laws) may be entitled to the benefit of certain warranties under applicable trade practices or fair trading legislation in Australia. If you are considered a consumer under an Australian consumer protection law that applies to Freelancer.com, you will be entitled to the benefit of certain warranties under that legislation. For more information on consumer protection laws, please visit www.accc.gov.au or the website of your state fair trading agency.

To the extent that Freelancer.com is able to limit the remedies available under this User Agreement, Freelancer.com expressly limits its liability for breach of a non-excludable condition or warranty implied by virtue of any legislation to the following remedies (the choice of which is to be at Freelancer.com's sole discretion)  
:

(1) in the case of goods, any one or more of the following:

* • the replacement of the goods or the supply of equivalent goods;
* • the repair of the goods;
* • the payment of the cost of replacing the goods or of acquiring equivalent goods; or
* • the payment of the cost of having the goods repaired; and
* (2) in the case of services:
* • the supply of the services again; or
* • the payment of the cost of having the services supplied again.

• However, if you are considered a consumer under an Australian consumer protection law that applies to Freelancer.com, and you use our Services for personal, domestic or household use, the above clause may not apply to you. For more information on consumer protection laws, please visit www.accc.gov.au or the website of your state fair trading agency.

**16. LIMITATION OF LIABILITY**

**16.1 Limitation of liability**

In no event shall Freelancer.com, its affiliates or staff be liable, whether in contract, warranty, tort (including negligence), or any other form of liability, for:

• any indirect, special, incidental or consequential damages that may be incurred by you;   
• any loss of income, business or profits (whether direct or indirect) that may be incurred by you;  
• any claim, damage, or loss which may be incurred by you as a result of any of your transactions involving the Site.   
• The limitations on Freelancer.com's liability to you above shall apply whether or not Freelancer.com, its affiliates or staff have been advised of the possibility of such losses or damages arising.

Notwithstanding the above provisions, nothing in this Agreement is intended to limit or exclude any liability on the part of Freelancer.com and its affiliates and related entities where and to the extent that applicable law prohibits such exclusion or limitation including those within the Competition and Consumer Act 2010 (Cth) and relevant state fair trading legislation.

**16.2 Jurisdiction's Limitations**

As some jurisdictions do not allow some of the exclusions or limitations as established above, some of these exclusions or limitations may not apply to you. In that event, the liability will be limited as far as legally possible under the applicable legislation.

**16.3 Bar to action**

Freelancer.com may plead this User Agreement in bar to any claim, action, proceeding, class action or suit brought by you, against Freelancer.com for any matter arising out of any transaction or otherwise in respect of this User Agreement.

**16.4 Dispute resolution**

If a dispute arises between you and Freelancer.com, our goal is to address your concerns and, if we are unable to do so to your satisfaction, to provide you with a means of resolving the dispute quickly.

For any claim, Freelancer.com may elect to resolve the dispute in a cost effective manner through binding non-appearance-based arbitration. If Freelancer. com elects arbitration, such arbitration will be initiated through an established alternative dispute resolution (ADR) provider, which is to be selected by you from a panel of ADR providers that Freelancer.com will provide to you. The ADR provider and the parties must comply with the following rules: a) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, the specific manner shall be chosen by the party initiating the arbitration; b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and c) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

All claims you bring against Freelancer.com must be resolved in accordance with the terms of this Agreement. All claims filed or brought contrary to this Agreement shall be considered improperly filed and a breach of this Agreement. Should you file a claim contrary to the terms of this Agreement, Freelancer.com may recover its legal fees and costs (including in-house attorneys and paralegals) , provided that Freelancer.com has notified you in writing of the improperly filed claim, and you have failed to promptly withdraw the claim.

If any proceeding by or against you is commenced under any provision of any bankruptcy or insolvency law, Freelancer.com will be entitled to recover all reasonable costs or expenses (including reasonable legal fees and expenses) incurred in connection with the enforcement of this Agreement.

Freelancer.com’s failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches.

**17. INDEMNITY**

You agree to indemnify and hold us and (as applicable) 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.

**18. CURRENCY**

Currency conversions will be completed at a rate displayed on the Site, which is adjusted regularly based on market conditions. This exchange rate includes a processing fee above the wholesale exchange rate at which we obtain foreign currency.   
  
You are responsible for all risks associated with maintaining balances in foreign currencies (including, the risk that the value of these balances will fluctuate as exchange rates change, which could result in decreases in the value of the balances). You agree not to attempt to use the Site to engage in speculative trading, which could result in substantial losses. No advice is provided on the Site and nothing on the Site should be relied upon as such. Use of this aspect of the Site is at your own risk.   
  
Please note that the most readily available information on currency exchange rates is based on "interbank exchange rates". Interbank exchange rates are established in the course of currency trading among a global network of over 1,000 banks, and are not available through consumer or retail channels. These rates are not a suitable reference for currency changes made on the Site.

**19. APPLICABLE LAW**

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

**20. GENERAL**

The provisions of this User 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. This Agreement may be assigned by Freelancer.com to a third party without your consent in the event of a sale or other transfer of some or all of the assets of Freelancer.com. In the event of any sale or transfer you will remain bound by the User Agreement. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. Our failure to act with respect to an anticipated or actual breach by you or others does not waive our right to act with respect to subsequent or similar breaches. Nothing in this clause shall exclude or restrict your liability arising out of fraud or fraudulent misrepresentation.

**21. CONTACTING US**

If you have any questions about these Terms or if you wish to report violations of these Terms, please contact freelancer.com at support@freelancer.com.