Freelancer Terms & Conditions (Including Einsatz Platform Role)

General Information

• Parties – Names and legal status of freelancer and client.
• Definitions – Clarify terms like 'Services,' 'Deliverables,' 'Confidential Information.'
• Governing Law & Jurisdiction – Which country/state's law applies.

Scope of Work

• Services Provided – Clear description of tasks, project scope, limitations.
• Deliverables – What the client receives (files, reports, code, designs, etc.).
• Revisions – How many rounds of edits are included.
• Exclusions – Work that is explicitly not included.

Payment Terms

• Rates – Hourly, daily, per project, or retainer.
• Payment Schedule – Advance, milestones, monthly, upon delivery.
• Deposit/Retainer – Upfront percentage required before starting.
• Late Payment – Interest or penalty fees for overdue invoices.
• Currency & Taxes – Clarify VAT, GST, or other applicable taxes.
• Expenses – Whether travel, materials, or software licenses are reimbursed.

Deadlines & Project Timeline

• Delivery Timeline – Expected deadlines and milestones.
• Delays – What happens if either party causes delay.
• Force Majeure – Exemption in case of natural disasters, war, pandemics, etc.

Client Responsibilities

• Providing Information – Client must supply necessary content, feedback, or access.
• Point of Contact – Who communicates and approves work.
• Approvals – How and when deliverables are considered accepted.

Intellectual Property (IP)

• Ownership – Who owns rights to final work (client vs. freelancer).
• License – If freelancer retains rights, what license is granted (exclusive, non-exclusive).
• Portfolios – Freelancer may use work for self-promotion.
• Pre-existing IP – Freelancer retains ownership of tools, templates, code snippets.

Confidentiality & Data

• Non-Disclosure – Neither party shares confidential info.

• Data Protection – Compliance with GDPR, HIPAA, or other regulations.
• Return/Destruction – What happens to sensitive data after project ends.

Warranties & Liability

• Quality Guarantee – Freelancer promises work will be professional, original.
• No Guarantee of Results – Clarify that outcomes (e.g., sales, rankings) are not guaranteed.
• Limitation of Liability – Cap freelancer's liability to fees paid.
• Indemnity – Client agrees to protect freelancer from third-party claims (e.g., for content client provided).

Termination

• Termination by Freelancer – When the freelancer can withdraw (non-payment, scope creep, unethical requests).
• Termination by Client – How and when client can cancel.
• Notice Period – Required advance notice before ending the contract.
• Kill Fee – Payment owed if project is cancelled midway.

Dispute Resolution

• Mediation/Arbitration – Method before going to court.
• Jurisdiction – Which court has authority.
• Legal Fees – Who pays costs if legal action is needed.

Other Standard Clauses

• Non-Solicitation – Client cannot directly hire subcontractors or employees.
• Non-Compete (optional) – Limits freelancer from working with competitors (should be reasonable).
• Independent Contractor Status – Freelancer is not an employee; handles own taxes.
• Subcontracting – Whether freelancer may outsource parts of the work.
• Entire Agreement – Written contract supersedes all prior discussions.
• Severability – If one clause is invalid, the rest remain valid.
• Amendments – Must be in writing and signed by both parties.

Einsatz Platform Role

• Einsatz acts solely as an intermediary platform connecting freelancers with clients.
• Einsatz is not a party to the contract between freelancer and client.
• Users must provide accurate information when using the platform.
• Einsatz may suspend or terminate accounts in case of abuse, fraud, or non-compliance.
• Payments facilitated via Einsatz do not imply a guarantee of client payment.
• Einsatz is not liable for work quality, accuracy of client project descriptions, or losses from freelancer–client contracts.
• Einsatz limits its liability to platform service fees paid by the user.
• Einsatz may provide dispute support tools but is not obligated to resolve freelancer–client disputes.
• Einsatz processes data according to GDPR; freelancers and clients handle project data independently.
• Einsatz strives for high uptime but cannot guarantee uninterrupted service.
• Einsatz may charge service fees or commissions, which are transparently communicated.
• Einsatz may update its platform terms; continued use implies acceptance.