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Freelance Flow is available by [info@work-smarter.io](mailto:info@work-smarter.io) to address any issues you may have regarding your use of the Platform. Most concerns can be quickly resolved in this manner.

All notices required or permitted to be given under these Terms of Service will be in writing and delivered by: [info@work-smarter.io](mailto:info@work-smarter.io) or will be conspicuously posted on the Platform.

## Freelance Flow Services

Freelance Flow provides an online platform for Sellers and self-employed individuals to manage their work flow. Freelance Flow services are intended to simplify the process of managing proposals, contracts, invoices, payments and communication for both Buyer and Seller. These tools are available to both Buyer and Seller to ensure an efficient, transparent and successful project course while preventing disputes. Freelance Flow is not a job-seeking marketplace and is solely intended to facilitate work flow for existing projects.

Freelance Flow's Services are always evolving and may change from time to time without notice. Freelance Flow may cease or suspend Services (or any Services feature) at any time in its sole and absolute discretion. New features introduced by Freelance Flow will also be subject to these Terms of Services.

## Terms

Platform: [www.work-smarter.io](http://www.work-smarter.io) and all affiliated software

Service(s): software and services made available by Freelance Flow

Seller: Sellers and self-employed individuals selling their services to Buyers in exchange for monetary compensation

Buyer: Buyers of the Sellers, individuals and businesses paying Sellers in exchange for services rendered

Users: All users of Freelance Flow's Services, also referred to as "you"

Content: all text, data, information or digital images submitted, uploaded, or imported by or to the Platform, including, but not limited to, photographs, contact information, project information and transaction details (cost, payment terms, deliverables, etc.), professional and educational background, Buyer information, etc.

## Freelance Flow Limited Terms of Service

Freelance Flow Limited is a registered company with an address at 19 Terenure Road East, Dublin 6, Ireland and CRO number: 632510 and is herein referred to as "Freelance Flow", "we", "us" or "our".

## Terms

IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE, YOU MAY NO USE THIS SITE OR ANY ASSOCIATED SERVICE.

These Terms of Service constitute a legally binding agreement between you and Freelance Flow, which governs your access and use of all software and services. By accessing and using the software and services made available by Freelance Flow, you accept and agree to be

bound by the terms (“Terms of Service”, “Terms of Service”, “Terms” or “Agreement”) and provision of this agreement. When using these services, you shall be subject to any posted guidelines or rules applicable to such services. Any participation in this service will constitute acceptance of this agreement.

These Terms of Service supersede any prior user Agreement and apply without limitation to all visitors, Buyers, customers, Sellers, and others who access the Site and use the services, including without limitation users who are Sellers, customers, merchants, contributors of Content, information and other materials or services on the Site (collectively the “user”, “you”, “your”). Failure to use the Site and/or the services offered by Freelance Flow in accordance with these Terms may subject you to civil and criminal penalties.

If you accept or agree to these Terms on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these Terms and, in such event, "you" and "your" will refer and apply to that company or other legal entity.

By accepting these Terms, you also accept our Privacy Policy.

## Changes

We reserve the right to change these Terms at any time. By continuing to use the Site after we notify you through our website posts of any changes undertaken to the Terms, you accept the Terms as modified.

## Termination

We reserve the right to terminate, suspend or refuse access to our Service immediately, without prior notice or liability, for any reason whatsoever. We also reserve the right to edit or remove Content posted on this site as we deem fit.

## Electronic Communications

When you communicate with us via chat, message or e-mail, you are communicating with us electronically. We will communicate with you electronically in a variety of ways, including but not limited to e-mail, text message and push notices. For contractual purposes, you agree that all agreements, notices, disclosures and other communications that we provide you electronically satisfy any legal requirement that such communications be in writing, unless mandatory applicable laws specifically require a different form of communication.

## Rules Governing Accounts

**Eligibility:** To be eligible to create an account, you must be at least 18 years of age and able to form a legally binding contract.

**Use of the Services:** To access the Services, you must have an account established through the online registration process and have agreed to these Terms of Service.

**Account Security:** Once account registration is complete, all users will be asked to create a password. Users are responsible for safeguarding their passwords and shall not disclose such password to any third party. Users are solely responsible and liable for any activities or actions taken under their password, regardless if users have authorized such actions or not. Freelance Flow shall not be liable for any loss or damage arising from the failure of any user to keep their password or account secure.

**Accuracy:** You are solely responsible for the accuracy of the Content submitted by you to the Platform. “Content” is defined as any and all text, data, information or digital images submitted, uploaded, or imported by or to the Platform, including, but not limited to, photographs, contact information, project information, project contracts or proposals and transaction details (cost, payment terms, deliverables, etc.), professional and educational background, Buyer information, etc.

## Rules of Conduct

The below is a non-exhaustive list of the rules of conduct that all users are required to follow when using our Platform or Services. You must not:

- Distribute, license, sell, or transfer the Services, any component of the Services;
- Reverse engineer, decompile, or attempt to derive the source code for underlying software or other intellectual property used to provide the Services;
- Attempt to gain unauthorized access to the Services, or to the computers, servers, and networks connected to the Services
- Post false, inaccurate, misleading, defamatory or harassing Content;
- Post obscene or sexually explicit Content;
- Violate any law, statute, ordinance or regulation;
- Infringe upon any patent, copyright, trademark, trade secret, right of publicity or other third party rights;
- Attempt to use another account, impersonate another person or entity, misrepresent your affiliation with a person or entity, or create or use a false identity;
- Utilize the Platform’s invoicing tools to make payments to yourself or your organization;
- Input payment information on behalf of a third party to process payments through the Platform;
- Distribute or transmit any code, virus or any other technologies, whether now known or yet to be developed, that may harm the Platform or its users;
- Modify, adapt or hack the Platform or modify another website so as to falsely imply that it is associated with Freelance Flow;

- Distribute or post spam, unsolicited or bulk electronic communications to Platform users;
- Use any robot, spider, scraper or other automated means to access the Platform for any purpose whatsoever;
- Take any action that imposes, or may impose, an unreasonable or disproportionately large load on the Platform's infrastructure;
- Interfere or attempt to interfere with the proper working of the Platform, its services or tools; or
- Bypass the Platform's robot exclusion headers or other measures Freelance Flow may use to prevent or restrict access to Freelance Flow.

You will respond fully, truthfully, and within three (3) business days to any request for information or other inquiry from Freelance Flow related to your or another user's compliance with these Terms.

## Buyer and Seller Interactions

You understand and agree that Freelance Flow is not a party to any agreements entered between Sellers and Buyers nor is Freelance Flow an agent or insurer. Freelance Flow has no control over the conduct of Buyers, Sellers and other users of the site, application and services, and disclaims all liability in this regard to the maximum extent permitted by law.

Freelance Flow reserves the right to monitor all user interactions.

By entering into a contract with a Buyer, a Seller acknowledges they are responsible for the legal status of their working activities. Freelance Flow will not be held responsible by either party for Sellers who are restricted from working in the country a job is posted or listed in, regardless of reason. Freelance Flow recommends that both Buyers and Sellers carry out such checks as may be necessary to ensure that contracts or agreements will not be in breach of any applicable laws.

## Information & Services Disclaimer

Freelance Flow is not a law firm, an attorney or a professional advisor in any industry. Freelance Flow provides an automated software solution to individuals who choose to prepare their own contractual documents. The Services and related documents and materials provided by Freelance Flow do not constitute legal advice and are for your private use. Freelance Flow does not review the information you provide for legal accuracy or sufficiency. If you need legal advice as to specific contract terms or have questions regarding a terms applicability or enforceability, you should consult with a licensed attorney. Freelance Flow, its Services, and its Content are not a substitute for legal advice from a qualified attorney licensed to practice in an appropriate jurisdiction.

## Seller Terms of Service or Contracts

It is the sole responsibility of Buyers and Sellers to create and sign a contract prior to making a payment via Freelance Flow. If a Seller uploads terms of service, a detailed project plan or a contract alongside the payment plan and a Buyer makes a payment, Freelance Flow will consider such an action a de facto agreement to said terms, plan or contract.

Payments made without uploading terms, project plans or contracts are at the Seller's risk. Any mediation performed by Freelance Flow bases on such terms, project plans or contracts. If no such context exists, mediation is not possible. In the case of conflict, funds will be released to the Buyers.

## Payment and Fees

### Payments

Portions of Freelance Flow's Services are offered for free in a limited capacity, either in the product's available or quantity of use. Freelance Flow reserves the right to change the availability of the free offerings and services, including retroactively.

For any Service ordered, you agree to provide us with your payment information prior to placing an order and you expressly authorize us to charge the applicable fees to your debit card, credit card or bank account.

## Escrow Instructions & Payments

By clicking to fund an Escrow milestone or project, Buyer and Seller are deemed to have executed these Escrow Instructions electronically, effective immediately. Doing so constitutes an acknowledgement that you can electronically receive, download, and print these Escrow Instructions.

All references to the Escrow in these Escrow Instructions will include the initial Funding Approval and any additional Funding Approval.

Funds are held in escrow by our payments partner, a licensed third-party payments provider. Freelance Flow accepts no liability for any payments made over through MangoPay. Depending on the nature and size of a payment, MangoPay may request that users provide proof of identity. By accepting these terms, users are agreeing to comply with all such requests. These can include, but are not limited to, proof of identity, proof of address or company registration.

## Release and Delivery of Amounts in Escrow

Buyer and Seller irrevocably authorize and instruct Freelance Flow to release applicable portions of the escrowed funds upon the occurrence of and in accordance with one or more Release Conditions provided below or as otherwise required by applicable law or the Terms of Service. The amount of the Release will be delivered to the applicable Escrow Account in accordance with Seller's or Buyer's instructions, as applicable, these Escrow Instructions, and the other Terms of Service.

## Dispute Assistance Program

Dispute Assistance is only available if (i) one or more Escrow Milestones have been funded, and (ii) prior to the Dispute Assistance Deadline (30 days after Buyer was billed for the last milestone). Dispute Assistance is not available to either the Seller or the Buyer via the Platform after the Dispute Assistance Deadline.

- Freelance Flow will first attempt to assist Buyer and Seller by reviewing the dispute and proposing a mutual, non-binding resolution.
- The Freelance Flow team will notify Buyer and Seller via ticket by providing a notice of dispute along with a request for information and supporting documentation (if any).
- If both Buyer and Seller respond to the notice and request for information, then the Freelance Flow team will review the documentation submitted and any information available on the Site that pertains to the Dispute. After review, the Freelance Flow team will propose a mutual, non-binding resolution based on the results of the review.
- The proposed resolution is non-binding; Buyer and Seller can choose whether or not to agree to it. If Buyer and Seller agree in writing to the proposed resolution, Buyer and Seller agree that Freelance Flow is authorized and irrevocably instructed to immediately release Escrow funds in accordance with the proposed resolution.
- If Buyer or Seller rejects Freelance Flow's proposed, non-binding resolution, they may proceed to Arbitration. If Buyer and Seller do not choose to arbitrate, Seller and Buyer agree that Freelance Flow Escrow is authorized and irrevocably instructed to immediately release to Buyer all funds held in Escrow.
- If Buyer or Seller chooses to arbitrate they must notify Freelance Flow in writing of their intent to arbitrate. During arbitration, Freelance Flow will continue to hold the escrowed funds and will release escrowed funds in accordance with the arbitrator's decision.
- If Buyer and Seller do not initiate arbitration within 14 days of rejecting Freelance Flow's non-binding resolution, then Buyer and Seller will be deemed to have authorized and instructed Freelance Flow Escrow to, and Freelance Flow Escrow will, release the disputed funds to Buyer, to the extent that any disputed funds remain in the Escrow Account. If no funds remain Freelance Flow will close the Dispute.

If either Buyer or Seller demands Arbitration in accordance with these Escrow Instructions and you are not the party that requested Arbitration, you agree to submit to the Arbitration and pay your share of any Arbitration fees that may arise as a result.

By default, such Arbitration will be conducted by the neutral third-party dispute resolution service, ADR Group. Freelance Flow retains the right to choose a different dispute resolution body if circumstances necessitate.

### Escrowed Funds Release Conditions

As used in these Escrow Instructions, "Release Condition" means any of the following:



1. Buyer clicks to release funds to Seller.
2. Buyer does not take any action for 14 days from the date of a Seller's release request, in which case Buyer and Seller agree that Freelance Flow is authorized and irrevocably instructed to immediately release to the Seller the amount associated with to the applicable milestone in connection with such release request.
3. Seller cancels the contract before a milestone payment has been released to Seller, in which case the funds are to be returned to the Buyer.
4. Buyer and Seller have submitted joint written instructions for a release to either the Seller's escrow account or the Buyer's escrow account, as applicable.
5. Buyer and Seller agree to close the contract without release of funds, in which case the funds are to be returned to the Buyer.
6. Buyer or Seller have failed to make their arbitration payment or paid its fair share of the arbitration costs that arise during third party arbitration, in which case the funds are released to the Party that has made its Arbitration Payment.
7. Both Buyer and Seller have failed to timely submit to Arbitration for an unresolved Dispute, in which case the funds are released to the Buyer.
8. Buyer or Seller has failed timely to respond to a Freelance Flow Dispute Assistance notification as required by the Dispute Assistance Program, in which case the funds are released to the User that has participated.
9. Buyer or Seller have otherwise failed to comply with the Dispute Assistance Program, in which case the funds are to be released to the User that has complied with the Dispute Assistance Program.
10. Submittal of a final award of an arbitrator appointed pursuant to the Dispute Assistance Program, in which case the funds will be released in accordance with such award.
11. Issuance of the final order of a court of competent jurisdiction from which appeal is not taken, in which case the funds will be released in accordance with such order.
12. We believe, in our sole discretion, that fraud, an illegal act, or a violation of Freelance Flow's Terms of Service has been committed or is being committed or attempted, in which case Buyer and Seller irrevocably authorize and instruct Freelance Flow to take such actions as we deem appropriate in our sole discretion and in accordance with applicable law, in order to prevent or remedy such acts, including without limitation to return the funds associated with such acts to their source of payment.

### Instructions Irrevocable

On the occurrence of a Release Condition, Buyer and Seller agree that the instruction to Freelance Flow to release funds is irrevocable. Without limiting the foregoing, Buyer's instruction to Freelance Flow to pay a Seller is irrevocable. Such instruction is Buyer's authorization to transfer funds to Seller from the Buyer Escrow Account or authorization to charge Buyer's Payment Method.

Such instruction is also Buyer's representation that Buyer has received, inspected and accepted the subject work or expense. Buyer acknowledges and agrees that upon receipt of Buyer's instruction to pay Seller, Freelance Flow will transfer funds to the Seller and that Freelance Flow and other Affiliates have no responsibility to and may not be able to recover such funds. Therefore, and in consideration of services described in this Agreement, Buyer

agrees that once Freelance Flow has charged Buyer's Payment Method, the charge is non-refundable.

## User Responsibility

Freelance Flow shall not be liable for any loss or damages arising because of any payments processed, or attempted to be processed, through the Platform. This includes transactions that were not processed due to a network communication error, or any other reason.

If you initiate a transaction, it is your responsibility to verify that the transaction was successfully processed by the designated payment processor.

## Collection of Payment Information

By using Freelance Flow's invoicing tool, you authorize Freelance Flow to collect your name, address, telephone number, email address, and payment method. In addition, Freelance Flow or the designated payment processor may collect additional payment, billing, and bank information necessary to process the transaction. As part of the payment process, you agree to provide current, complete, and accurate information related to this process.

## Payment Destination Prohibitions

You may not, for any reason, pay yourself or your organization through the Platform. Sellers also may not make a payment on behalf of a Buyer using their payment information. Doing either is considered a violation of this Terms of Service and will result in your account being terminated.

## Confidentiality and Non-Disclosure

To facilitate project management services provided through the Platform, you may provide confidential project-related information, including, but not limited to, the terms of any contracts executed on the Platform ("Confidential Information").

### Non-Disclosure Obligation

Freelance Flow agrees not to disclose any Confidential Information to any third party for any reason without your prior written consent. Freelance Flow will not disclose any Confidential Information to any person or entity other than its employees or agents who have a need to know about such information in order to provide the Services. You understand and agree that Freelance Flow's employees shall be able to access and review the Content and other Confidential Information to enable the delivery of the Services in accordance with these Terms of Service.

### Required Disclosure

In the event Freelance Flow is requested or required by legal process to disclose any of the Confidential Information, we shall give you prompt notice so that you may seek a protective order or other appropriate relief prior to any such disclosure. In the event that such protective order is not obtained, Freelance Flow shall disclose only that portion of the Confidential Information that its legal counsel advises that it is legally required to disclose, and shall work with the owner of such Confidential Information to minimize the extent and effect.

## Permissible Disclosures:

Notwithstanding the foregoing, Freelance Flow may reference on the Platform project-related details regarding overall fees paid to Sellers or the length and type of engagement in order to promote and improve the Services.

## Copyright, Authors' Rights and Database Rights

All Content included in or made available through any Freelance Flow Service, such as text, graphics, logos, button icons, images, audio clips, digital downloads and data compilations is the property of Freelance Flow or its Content suppliers and is protected by international copyright, authors' rights and database right laws. The compilation of all Content included in or made available through any Freelance Flow Service is the exclusive property of Freelance Flow and is protected by international copyright and database right laws.

You may not extract and/or re-utilise parts of the Content of any Freelance Flow Service without our express written consent. In particular, you may not utilise any data mining, robots, or similar data gathering and extraction tools to extract (whether once or many times) for re-utilisation any substantial parts of the Content of any Freelance Flow Service, without our express written consent. You may also not create and/or publish your own database that features substantial parts of any Freelance Flow Service without our express written consent.

## Third Party Terms

Our Service may contain links to third-party web sites or services that are not owned or controlled by Freelance Flow. Freelance Flow has no control over, and assumes no responsibility for, the Content, privacy policies, or practices of any third-party web sites or services. You further acknowledge and agree that Freelance Flow shall 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 web sites or services.

Certain features, that you access or download (as applicable) from the Site may be subject to additional third-party terms and conditions presented to you at the time that you use the Site and/or Service. Please understand that we are not a party to the terms and conditions that you enter into with these third-party providers.

## Services License

In using the Services, Freelance Flow hereby grants a limited, non-transferable, non-exclusive, revocable license to access and use the Services. You may not, either directly or indirectly, sublicense, sell, lease, or otherwise transfer or grant third-party access to the Services at any time.

This license is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by Freelance Flow, in the manner permitted by these Terms of Service. You agree not to use the Services for any other purpose. You may keep, for your own personal or business-related records, electronic and physical copies of documents you have created through the Services. Resale or unauthorized distribution of Freelance Flow's Services, materials or documents is strictly prohibited.

## Permission to Use Name & Logos

### Permission to Use Name and Logo for Promotional Purposes

You grant to Freelance Flow an unrestricted right and license to use your individual and/or company name, logo and/or relevant trademarks ("Properties") to market and promote the Platform. This includes the worldwide right to copy, translate, broadcast, transmit, distribute, exhibit, perform, publish and display the Properties as incorporated into Freelance Flow's marketing and promotional materials.

### Limited License:

Freelance Flow is granted no other rights to the Properties and acknowledges that it shall not gain any proprietary interest in the Properties.

### No Compensation:

Freelance Flow is under no obligation to make use of or to provide compensation for any of the rights or permissions granted. Freelance Flow shall be the exclusive owner of all right, title, and interest, including copyrights, in Freelance Flow's marketing and promotional materials.

You may terminate Freelance Flow's permission and license to use the Properties upon thirty (30) days prior written notice to Freelance Flow.

## User Feedback & Idea Submissions

Freelance Flow welcomes all feedback to improve our Platform and Services, but considers any feedback from its users to be helpful advice, freely given. To ensure against any misunderstandings, we want to emphasize that we do not compensate for any ideas, proposals or suggestions provided by its users to Freelance Flow in accordance with the following:

### Non-Proprietary

Freelance Flow considers any suggestions, ideas, proposals, user-feedback or other material submitted to it by users, whether solicited or unsolicited, (collectively, the "Material") to be non-confidential and non-proprietary. Freelance Flow shall not be liable for the disclosure, use or exploitation of such Material.

### License

You hereby grant and agree to grant Freelance Flow, a worldwide, non-exclusive, perpetual, irrevocable, royalty-free and transferable right and license to incorporate, use, publish and exploit the Material for any purpose whatsoever, commercial or otherwise, without compensation or accounting.

## Mediation Clause

All disputes which arise between Freelance Flow and any User will first be referred to mediation facilitated by a mediator. Both Freelance Flow and the User agree to participate in good faith and actively seek to resolve the dispute.

The mediator will be chosen by agreement between the parties. In default of agreement, a mediator will be nominated by the Dublin Resolution Centre or in the event of it being unwilling or unable to do so, by Law Society of Ireland. These provisions shall apply also to the nomination (whether by agreement or otherwise) of any replacement mediator where the original mediator (or any replacement) is conflicted from acting as mediator, or has been removed by any Order, or refuses to act, or is incapable of acting or dies.

## Individual Arbitration

Except as otherwise stated herein, any claim or controversy with Freelance Flow arising out of or relating to the Platform, Services and/or these Terms of Service (including its formation, interpretation, performance and breach) shall be settled by binding arbitration administered by the CI Arb Group, in accordance with its Commercial Arbitration Rules, excluding any rules or procedures governing or permitting class actions. Any judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Any arbitration under this agreement will be on an individual basis only. The parties expressly wave their right to file or join a class action or private attorney general action, or to consolidate their arbitration with other arbitrations. Users are waiving their rights to have their case decided by a judge or jury. If any provisions of this arbitration agreement is found unenforceable, the unenforceable provision shall be severed and the remaining provisions shall remain enforceable.

The CI Arb's rules, as well as forms for initiating arbitration proceedings, are available at <https://www.ciarb.ie/>. When initiating a request to arbitrate with the CI Arb, you must also send a copy of the completed form to: [info@work-smarter.io](mailto:info@work-smarter.io).

Unless otherwise agreed to in writing by the parties, any dispute arising from these Terms of Service shall be conducted in English at the following location: Dublin, Ireland.

## Exception – Small Claims Court Claims

Notwithstanding the parties' agreement to resolve all disputes through arbitration, either party may seek relief in a small claims courts for disputes or claims within the scope of that court's jurisdiction.

### Exception – Injunctive Relief

Notwithstanding the foregoing, Freelance Flow may bring a lawsuit against you in any court of competent jurisdiction solely for injunctive relief relating to any unauthorized use or abuse of the Services or intellectual property infringement without first engaging in arbitration.

### Enforceability

This agreement is governed by the laws of the Republic of Ireland. In the event that the arbitration requirements of these Terms of Service are found to be unenforceable you hereby consent to the exclusive jurisdiction and venue of courts in Dublin, Ireland.

## Freelance Flow's Intellectual Property

### Copyright

The Platform and its logos, design, text, graphics, and other files, and the selection, arrangement and organization thereof, are owned by Freelance Flow. You may not use such materials without permission.

### Ownership and Use

Unless otherwise stated herein, nothing in these Terms of Service or your use of the Platform gives you a right or license to use any of Freelance Flow's copyrights, trade names, trademarks, service marks, logos, domain names, or any other intellectual property rights.

## Disclaimers and Exclusions

### Disclaimer of Warranties

To the extent permitted by applicable law, Freelance Flow, The Platform, Services and all information, Content, Documents, Materials, and Products included on or otherwise made available to you through the Platform are provided on an "as is" and "as available" basis. Freelance Flow does not represent or warrant the the Platform, Services, Information, Content, Documents, Materials, And Products (i) will be uninterrupted, (ii) will be free of defects, inaccuracies or errors, (iii) will meet your requirements, or (iv) will operate in the configuration or with other hardware or software you use.

Except where prohibited by law, Freelance Flow expressly disclaims all representations, warranties or conditions of any kind, express or implied, including, but not limited to, implied warranties of fitness for a particular purpose, merchant ability and non-infringement and will not be liable for your use of or reliance on such.

### Disclaimer of Third Party Conduct

Freelance Flow disclaims any and all liability for the acts, omissions and conduct of any third parties in connection with or related to your use of the platform and/or any Freelance Flow Services. Freelance Flow does not control any third-party links, services, goods, resources

and information on the Platform. To the extent permitted by applicable law, Freelance Flow makes no warranties regarding third party services, goods, resources and information including, without limitation, warranties of fitness for a particular purpose, merchant ability and non-infringement and will not be liable for your use of or reliance on such third party services, goods resources or information.

### Limitation of Liability

You expressly agree that your use of the platform and services is at your sole risk. To the extent permitted by applicable law, Freelance Flow will not be liable to you or any third-party for any consequential, incidental, indirect, exemplary, punitive or special damages (including damages for lost profits, lost data or loss of goodwill) arising out of, relating to or connected with the use of the Platform, Services, Information, Content, Documents, Materials, And Products, even if Freelance Flow has been advised of the possibility of such damages.

This limitation of liability applies to Freelance Flow and its employees, representatives, agents, volunteers, attorneys, managers, licensors, business partners, suppliers, or vendors, arising from, relating to, or connected with the Platform, Services, Information, Content, Documents, Materials, and Products.

### Release

If you have a dispute arising from, related to, or connected with your use of the Platform and Services, or the information, Content, documents materials or products made available through the Platform and Services, you hereby release Freelance Flow and its subsidiaries, affiliates, officers, directors, shareholders, employees, representatives, agents, volunteers, attorneys, managers, licensors, business partners and each of their respective successors and assigns from all claims, demands, causes of action, liabilities, legal fees and costs, and damages (actual and consequential) of every kind and nature, known and unknown, suspected or unsuspected, arising out of or in any way connected with such disputes.

### Indemnification

To the maximum extent permitted by law, you agree to indemnify, defend and hold harmless Freelance Flow and its subsidiaries, affiliates, officers, directors, shareholders, employees, representatives, agents, volunteers, attorneys, managers, licensors, business partners and each of their respective successors and assigns (the “Indemnified Parties”) from and against all damages, losses, liabilities, claims, expenses, fees or costs (including, without limitation, attorneys’ fees and costs) incurred in connection with any claim, demand or action brought or asserted against any of the Indemnified Parties (i) alleging facts or circumstances that would constitute a breach of any provision of these Terms of Service by you, (ii) arising from your breach of any representations or warranties under these Terms of Service, (iii) arising from, related to, or connected with your use or misuse of the Platform or Services, and (iv) any actual prospective or actual transaction between you and a third party using any document generated by the Platform/Services provided herein. Freelance Flow reserves the right to assume the exclusive defense and control of any matter subject to indemnification by you.



## Severability

If any provision contained in these Terms of Service is or becomes invalid, illegal, or unenforceable in whole or in part, such invalidity, illegality, or unenforceability shall not affect the enforceability of the remaining provisions and portions of these Terms of Service, and the invalid, illegal, or unenforceable provision shall be deemed modified so as to have the most similar result that is valid and enforceable under applicable law.

## Modifications

Our employees, volunteers or agents are not authorized to vary these Terms of Service. No modification of these Terms shall be effective unless it is in writing and either signed by an authorized representative of Freelance Flow or posted on this Platform.

## No Agency

No agency, partnership, joint venture, employee-employer, or franchiser-franchisee relationship is intended or created by these Terms.

## Assignment

You shall not assign any of the rights or obligations under these Terms without the prior written consent of Freelance Flow. Freelance Flow may at any time assign, transfer or subcontract any or all of its rights or obligations under these Terms without your consent.

## Successors and Assigns

These Terms are binding on and inure to the benefit of Freelance Flow and Users and their respective successors and permitted assigns.

## Governing Law

These Terms of Service shall be governed by, construed and enforced in accordance with the laws of the Republic of Ireland. All parties consent to the exclusive jurisdiction of the Irish court system, and venue in Dublin, Ireland with regard to any dispute, controversy or claim arising out of or relating to these Terms of Service, or the breach thereof and waive all rights to contest this exclusive jurisdiction and venue of such Courts.



## No Waiver

The failure or delay of either Freelance Flow or Users to exercise any right, power or privilege under these Terms of Service will not operate as a waiver thereof.

## Interpretation

Headings are for reference purposes only and do not limit the scope or extent of such section.

## Force Majeure

Freelance Flow will not be liable or responsible for any delays in service, for failing to provide its services or to operate the Platform or provide the Services as a result of any event beyond its reasonable control, including, without limitation, adverse weather conditions, internet outage or interruption of service, power or telecommunications outage, fire, flood, civil disobedience, labor disruptions, strikes, lockouts, freight embargoes, terrorism, natural disaster, war or acts of God.